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July 24, 2015

Via Hand-Delivery

Mr. Jeffrey Derouen Executive Director Kentucky Public Service Commission P.O. Box 615 211 Sower Boulevard Frankfort, KY 40602 RECEIVED

JUL 2 4 2015

PUBLIC SERVICE COMMISSION

Re: In the Matter of: The Application of East Kentucky Power Cooperative, Inc. for Approval of the Acquisition of Existing Combustion Turbine Facilities form Bluegrass Generation Company, LLC at the Bluegrass Generating Station in LaGrange, Oldham County, Kentucky and for Approval of the Assumption of Certain Evidences of Indebtedness PSC Case No. 2015-00267

Dear Mr. Derouen:

Enclosed please find for filing with the Commission in the above-referenced matter one (1) redacted original and ten (10) redacted copies of the Application of East Kentucky Power Cooperative, Inc. ("EKPC"). In addition, enclosed for filing are one (1) original and ten (10) copies of EKPC's Motion for Confidential Treatment. Finally, enclosed in a separate envelope for filing under seal is one (1) unredacted copy of EKPC's Application (including unredacted pages of the various exhibits and direct testimony containing confidential information) with the confidential information highlighted. Please return a file-stamped copy of both the Application and Motion to me.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

David S. Samford

Enclosures

#### **COMMONWEALTH OF KENTUCKY**

# RECEIVED

# **BEFORE THE PUBLIC SERVICE COMMISSION**

JUL 2 4 2015

PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF EAST KENTUCKY POWER)COOPERATIVE, INC. FOR APPROVAL OF THE)ACQUISITION OF EXISTING COMBUSTION TURBINE)FACILITIES FROM BLUEGRASS GENERATION)COMPANY, LLC AT THE BLUEGRASS GENERATING)STATION IN LAGRANGE, OLDHAM COUNTY, KENTUCKY)AND FOR APPROVAL OF THE ASSUMPTION OF CERTAIN)EVIDENCES OF INDEBTEDNESS)

# APPLICATION

Comes now East Kentucky Power Cooperative, Inc. ("EKPC"), by counsel, pursuant to KRS 278.020, KRS 278.300, 807 KAR 5:001 Sections 12, 14, 15 and 18, and other applicable law, and for its Application for approval to acquire and operate the existing simple cycle combustion turbine facilities in LaGrange, Oldham County, Kentucky (the "Bluegrass Station"), from Bluegrass Generation Company, LLC ("Bluegrass"), and for approval to assume certain evidences of indebtedness related to such acquisition, respectfully states as follows:

# I. INTRODUCTION

1. EKPC is an electric generation and transmission cooperative with a growing demand for electricity within its service territory. In addition, two consecutive winters with extremely cold temperatures, the ongoing nationwide shift in electric generation fuel sources away from coal and toward natural gas, and the unprecedented, rapid expansion of stringent federal environmental regulation affecting utilities all combine to make the ownership of electric generation peaking resources a strategic imperative for EKPC. The need for capacity was

recognized several years ago and has been the source of two Request for Proposal ("RFP") processes and one prior Commission proceeding.<sup>1</sup>

2. EKPC's examination and thoughtful consideration of its future capacity and energy supply requirements has led it to negotiate and execute an agreement to purchase three existing natural gas-fired simple cycle combustion turbines that, if timely acquired, will allow EKPC and its Members to benefit both immediately and over the long-term. The transaction furthers EKPC's efforts to fulfill its strategic objectives and assures that it may continue to provide adequate, efficient and safe energy to its Members at rates that are fair, just and reasonable. To facilitate the timely closing of the transaction, EKPC respectfully requests the Commission to enter an Order, on or before December 1, 2015, that issues a Certificate of Public Convenience and Necessity ("CPCN") for the acquisition and approves the assumption of certain related evidences of indebtedness.

#### **II. FILING REQUIREMENTS**

3. Pursuant to 807 KAR 5:001, Section 14(1), EKPC's mailing address is P. O. Box 707, Winchester, Kentucky 40392-0707 and its electronic mail address is psc@ekpc.coop. Counsel for EKPC should be served at the following email addresses: mdgoss@gosssamfordlaw.com and david@gosssamfordlaw.com.

4. Pursuant to 807 KAR 5:001, Section 14(2), EKPC is a Kentucky rural electric cooperative corporation established under KRS Chapter 279 and incorporated on July 9, 1941. EKPC is in good standing within and throughout the Commonwealth of Kentucky.

<sup>&</sup>lt;sup>1</sup> See In the Matter of the Application of East Kentucky Power Cooperative, Inc. for a Certificate of Public Convenience and Necessity for Alteration of Certain Equipment at the Cooper Station and Approval of a Compliance Plan Amendment for Environmental Surcharge Cost Recovery, Order, Case No. 2013-00259 (Ky. P.S.C., Feb. 20, 2014).

#### **III. BACKGROUND**

#### A. Overview of EKPC

5. EKPC is a not-for-profit, member-owned generation and transmission rural electric cooperative corporation with its headquarters in Winchester, Kentucky. EKPC provides wholesale electricity to its sixteen Owner-Member distribution cooperatives, which in turn serve approximately 525,000 Kentucky homes, farms and commercial and industrial establishments in eighty-seven (87) Kentucky counties.

6. In total, EKPC owns or purchases a total of approximately 2,794 MW of net summer generating capability and 3,009 MW of net winter generating capability. EKPC owns and operates coal-fired generation at Dale Station in Clark County, Kentucky (149 MW),<sup>2</sup> Cooper Station in Pulaski County, Kentucky (341 MW) and Spurlock Station in Mason County, Kentucky (1,346 MW). EKPC also owns and operates natural-gas fired generation at Smith Station in Clark County, Kentucky (774 MW (summer)/989 MW (winter)), and landfill gas-to-energy facilities in Boone County, Kentucky (3.2 MW), Laurel County, Kentucky (3.2 MW), Greenup County, Kentucky (2.4 MW), Hardin County, Kentucky (2.4 MW) and Pendleton County, Kentucky (3.2 MW). Finally, EKPC purchases hydropower from the Southeastern Power Administration at Laurel Dam in Laurel County, Kentucky (70 MW), and the Cumberland River system of dams in Kentucky and Tennessee (100 MW).

7. EKPC owns 2,938 circuit miles of high voltage transmission lines in various voltages. EKPC also owns the substations necessary to support this transmission line infrastructure. Currently, EKPC has seventy-three (73) free-flowing interconnections with its

 $<sup>^{2}</sup>$  Unit 1 and Unit 2 at the Dale Station were permanently taken out of service on April 15, 2015. Together these units had a combined capacity of 50 MW. Unit 3 and Unit 4 are scheduled to be placed in inactive status on April 15, 2016. The cumulative capacity of Unit 3 and Unit 4 is 149 MW.

neighboring utilities. EKPC's transmission system is operated by PJM Interconnection, LLC ("PJM"), of which EKPC has been a fully-integrated member since June 1, 2013. PJM is a regional electric grid and market operator with operational control of over 180,000 MW of regional electric generation. It operates the largest capacity and energy market in North America.

8. EKPC's all-time peak demand of 3,507 MW occurred on February 20, 2015. Thus, even without any additional load growth or increase in load factors, EKPC's winter capacity falls nearly 650 MW short of its historic peak winter demand upon closure of Dale Station in 2016. In addition, this capacity shortfall subjects EKPC to volatile real-time prices as demonstrated most acutely during the Polar Vortex of winter 2014. On April 21, 2015, EKPC filed its most recent triennial Integrated Resource Plan ("2015 IRP"), which analyzed EKPC's forecasted load, capacity needs and related issues over a twenty-year period from 2015 through 2034. The 2015 IRP indicates that EKPC's total energy requirement will increase by 1.4% per year over a twenty year period.<sup>3</sup> Reflecting EKPC's status as a winter-peaking utility, the 2015 IRP indicates that EKPC's winter net peak demand will increase 1.0% annually while its summer net peak demand will increase by 1.5% annually.<sup>4</sup> Also, the 2015 IRP predicts that EKPC's annual load factor will increase from 48% to 51%.<sup>5</sup>

9. Following a Commission-directed management audit, EKPC's Board adopted a Strategic Plan in 2011 that identified pursuing prudent diversity in the fuel mix of its generation portfolio, evaluating new investments using sound financial principles and strengthening the company's balance sheet by increasing its equity ratio as three of its core strategies. EKPC has

<sup>&</sup>lt;sup>3</sup> See In the Matter of the 2015 Integrated Resource Plan of East Kentucky Power Cooperative, Inc., Application, Case No. 2015-00134, p. 2 (filed Apr. 21, 2015).

<sup>&</sup>lt;sup>4</sup> See id.

<sup>&</sup>lt;sup>5</sup> See id.

convened Strategic Plan retreats annually since 2011 with the most recent being 2014. Generation diversity and financial stability remain cornerstones of EKPC's current Strategic Plan.

#### B. The Impact of Various Federal Environmental Rules Upon EKPC

10. Generation and transmission cooperatives such as EKPC are among the most stringently environmentally regulated entities in the United States. The pace of revisions to federal environmental rules has increased substantially over the past decade and significantly impacted EKPC's business as a result.

11. For instance, EKPC currently complies with multiple U. S. Environmental Protection Agency ("EPA") rules governing air emissions, including: New Source Performance Standards ("NSPS"); New Source Review Rules ("NSR") and the Green House Gas Tailoring Rule ("Tailoring Rule") revisions to the NSR; Title IV of the Clean Air Act ("CAA") and associated rules governing pollutants that contribute to acid rain ("Acid Rain Rules"); CAA Title V operating permit requirements ("Title V Requirements"); Summer ozone trading program requirements based upon Section 126 petitions and the Ozone State Implementation Plan Call ("Summer Ozone Program"); National Ambient Air Quality Standards ("NAAQS") for Sulfur Dioxide ("SO<sub>2</sub>"), Nitrogen Dioxide ("NO<sub>2</sub>"), Carbon Monoxide ("CO"), Ozone, Particulate Matter ("PM"), Particulate Matter of 2.5 microns or less ("PM 2.5") and Lead; the Cross State Air Pollution Rule ("CSAPR"); the Clean Air Visibility Regional Haze Rule; National Emissions Standards for Hazardous Air Pollutants ("NESHAPs"); and the Mercury and Air Toxics Standards ("MATS").<sup>6</sup>

<sup>&</sup>lt;sup>6</sup> On June 29, 2015, the United States Supreme Court determined that the MATS Rule was not properly reviewed and promulgated by the EPA, thereby reversing a decision of the D.C. Circuit Court of Appeals and remanding the case challenging the rule to the lower court. Since the decision was directed at the scope of the EPA's rationale and not the agency's authority to promulgate the rule, it is widely anticipated that the MATS Rule will be re-promulgated by the EPA in the near future. Regardless, many utilities, including EKPC, have already been forced to make investment decisions based upon MATS prior to the Supreme Court's ruling.

12. In addition, EKPC currently complies with several other environmental rules and permits established and issued by the EPA, the U.S. Army Corps of Engineers, the Kentucky Division of Air Quality, the Kentucky Division of Water and the Kentucky Division of Waste Management.

13. EKPC is also undertaking efforts to evaluate and comply with federal environmental rules that have not yet become effective, but which are likely to have future impacts upon its ability to generate electricity, including: the Clean Power Plan; the Coal Combustion Residuals Rule ("CCR"); the 316(b) Rule under the Clean Water Act ("316(b) Rule"); and the Effluent Limitation Guidelines Rule ("ELG Rule").

14. While the Spurlock Station, Cooper Station Unit 2 and Smith Station were all wellpositioned to comply with the existing environmental rules, the economic viability of the Dale Station and Cooper Station Unit 1 was called into question in light of the investments that would have been required to bring them into compliance with the EPA's new and forthcoming rules (*i.e.*, MATS,<sup>7</sup> CCR, ELG).

#### C. EKPC's Efforts to Secure Adequate Capacity

15. To address the potential loss of over 300 MW of capacity due to possible plant retirement (199 MW at Dale Station, 116 MW at Cooper Unit 1), EKPC retained The Brattle Group ("Brattle") in May 2012 to assist with an RFP solicitation and provide independent and unbiased analysis of the power supply opportunities submitted as part of the RFP. The 2012 RFP was structured to compare the costs required to bring the Dale Station and Cooper Station Unit 1 into compliance with MATS with the costs of alternative power supply options available in the market.

<sup>&</sup>lt;sup>7</sup> See n. 6, supra. EKPC anticipates that CCR, ELG, and a likely re-promulgated MATS Rule will render Dale Units 3 and 4 uneconomical beginning in 2016.

16. The Brattle Group concluded that the reconfiguration of Cooper Station Unit 1 so as to flow its air emissions through the existing air quality control system servicing Cooper Station Unit 2 was the highest value-added option available to EKPC. This proposal was the subject of an environmental compliance case filed with the Commission on August 21, 2013.<sup>8</sup> In an Order entered on February 20, 2014, the Commission approved EKPC's application, in part, based upon the fact that "EKPC was short approximately 800-900 MW of capacity during its most recent winter peak and that EKPC was dependent upon the market to address that capacity shortage."<sup>9</sup>

17. By retrofitting Cooper Station Unit 1, EKPC was able to affordably retain 116 MW of its existing generation portfolio that would have otherwise been lost as a result of MATS. The Cooper 1 retrofit was only a partial solution, however. EKPC still needs to replace the loss of approximately 199 MW of capacity from the retirement of the Dale Station as well as plan for future load growth and increases in load factor. The extreme weather occasioned by the 2014 Polar Vortex, combined with new demand peaks in winter 2015 and increased market volatility, confirmed that significant additional capacity is also necessary to mitigate market risk arising from EKPC's capacity shortfall, which totaled nearly 650 MW at the point of EKPC's recent historic winter peak. In addition, the Commission recently issued an Order in a Fuel Adjustment Clause review case that further underscored the importance of having physical generation capacity on hand.<sup>10</sup>

<sup>&</sup>lt;sup>8</sup> See In the Matter of the Application of East Kentucky Power Cooperative, Inc. for a Certificate of Public Convenience and Necessity for Alteration of Certain Equipment at the Cooper Station and Approval of a Compliance Plan Amendment for Environmental Surcharge Cost Recovery, Application, Case No. 2013-00259 (filed Aug. 21, 2013).

<sup>&</sup>lt;sup>9</sup> See id., Order, p. 16 (Ky. P.S.C., Feb. 20, 2014).

<sup>&</sup>lt;sup>10</sup> See In the Matter of the Examination of the Application of the Fuel Adjustment Clause of East Kentucky Power Cooperative, Inc. From November 1, 2013 through April 30, 2014, Order, Case No. 2014-00226 (Ky. P.S.C. Jan. 30, 2015) ("The Commission believes it is important to maintain the limitation for recovery through the FAC of 'non-

18. To fill the capacity gap, EKPC undertook a refresh of the competitive bids from the 2012 RFP during the summer of 2014 (the "RFP Refresh"). Brattle was once again engaged to provide independent and unbiased analysis of the bids received. The RFP Refresh identified the purchase of the Bluegrass Station as the best available power supply alternative. Among other things, the acquisition helps EKPC achieve its strategic objectives of diversifying its generation portfolio, maintaining financial strength, reducing reliance upon the PJM market and power purchase agreements to provide capacity and energy during peak demands, provides a physical hedge against volatility in energy and capacity markets, and presents very little technology and performance risk.

19. A screening analysis undertaken by Brattle revealed that the Bluegrass Station purchase offered a positive net present value of **Sector** to EKPC when compared to purchasing capacity and energy in the PJM markets.<sup>11</sup> A subsequent Discounted Cash Flow analysis undertaken by ACES agreed that the acquisition of the Bluegrass Station by EKPC was economically advantageous. ACES concluded that the Bluegrass Station is worth between **Sector** 

and \$ and \$ and \$ and \$ ased upon its analysis of the PJM Capacity Market, natural gas pricing and comparable sales.<sup>12</sup> ACES summarized its report by stating, "Bluegrass [Station] fits perfectly into the EKPC portfolio, significantly reducing [its] winter peak short position. Bluegrass [Station]

economy energy purchases' in order to incentivize utilities to keep outages to a minimum and to have sufficient capacity to meet load.") (emphasis added) (rehearing denied July 10, 2015).

<sup>&</sup>lt;sup>11</sup> A copy of the Brattle Screening Analysis is attached hereto and incorporated herein as Exhibit JR-2 to the Testimony of James Read.

<sup>&</sup>lt;sup>12</sup> A copy of ACES' *East Kentucky Power Cooperative Bluegrass Valuation* (Jan. 20, 2015) is attached hereto and incorporated herein as Exhibit DC-1 to the Testimony of David Crews.

will also provide excess Reliability Pricing Model (RPM) credits to monetize and allow EKPC to take advantage of [its] peak load diversity in PJM."<sup>13</sup>

20. To further understand the risks and benefits of the proposed transaction, EKPC also retained Navigant Consulting, Inc. ("Navigant"), to conduct an independent analysis of the economic value of the Bluegrass Station within PJM.<sup>14</sup> That analysis, which was based upon consideration of PJM Capacity and Energy Market forecasts, fuel access and pricing, environmental regulations, and transmission issues, concluded that the net present value of the Bluegrass Station operating margins (excluding capital costs, transaction costs and transmission expenditures for Unit 1 and Unit 2) is **Section** over a twenty year period beginning in 2016.<sup>15</sup>

21. EKPC also undertook its own internal analysis and concluded that the acquisition of the Bluegrass Station would result in a net present value of between \$33 million and \$49 million.<sup>16</sup> EKPC looked only at the capacity benefits of the transaction and conservatively did not take into account any energy sales benefits. Likewise, EKPC's analysis is considerably lower than the Navigant analysis because EKPC utilized a more conservative set of assumptions than did Navigant in conducting its analysis of the capacity benefit.

22. The independent analyses of Brattle, ACES and Navigant and EKPC's internal analysis all agree and confirm that the acquisition of the Bluegrass Station will add value to EKPC's system, benefit EKPC's Owner-Members and provide lasting economic value by

15 Id., p. 6.

<sup>&</sup>lt;sup>13</sup> Id., p. 3.

<sup>&</sup>lt;sup>14</sup> A copy of Navigant's *PJM RTO Market Summary and Forecast for the Bluegrass Power Plant* (June 2015) (the "Navigant Report") is attached hereto and incorporated herein as Exhibit RL-2 to the Testimony of Ralph Luciani.

<sup>&</sup>lt;sup>16</sup> The key assumptions that varied in EKPC's analysis were the amount of future capital expenses and maintenance costs that could arise over time as a result of owning and operating the Bluegrass Station.

generating capacity revenue and mitigating seasonal market volatility risk. In short, the acquisition should more than pay for itself and benefit EKPC's Owner-Members by reducing their exposure to long-term capacity and energy market volatility.

23. Negotiations have been held between EKPC and Bluegrass over a period of several months. Concurrent with the negotiations, EKPC has undertaken an extensive effort to investigate the condition of the Bluegrass Station,<sup>17</sup> transmission availability, fuel deliverability and pricing, environmental aspects of the transaction and other related issues. In light of the RFP Refresh, the third-party analyses described above and its own due diligence, EKPC has concluded that the Bluegrass Station is the reasonable, least-cost power supply option that will enable it to meet a greater amount of its current and future capacity and energy needs without relying upon long-term power purchases. On May 12, 2015, after months of discussion, EKPC's Board approved a resolution authorizing EKPC's President and Chief Executive Officer to enter into the agreements necessary to accomplish the purchase of the Bluegrass Station. Following further negotiations, the Board reaffirmed its prior authorization in the course of a special Board Meeting that occurred on June 24, 2015.<sup>18</sup>

<sup>&</sup>lt;sup>17</sup> In addition to an independent Due Diligence Evaluation Report prepared by Burns & McDonnell Engineering Company, Inc., EKPC also engaged Siemens (the Original Equipment Manufacturer) to perform detailed Borescope inspections on each of the Bluegrass Station Units, witnessed the Units in operation, and conducted extensive research into the specifications and quality of the assets it seeks to acquire. With respect to the Bluegrass Station's transmission facilities, EKPC retained a third-party firm, CE Power, to perform complete testing on the three (3) Generator Step-up and four (4) auxiliary transformers at the Bluegrass Station. Further detail on the engineering and transmission due diligence conducted by EKPC in preparation for the contemplated transaction is contained in the Testimony of David Crews (attached hereto as Exhibit 5) and the Testimony of Darrin Adams (attached hereto as Exhibit 7).

<sup>&</sup>lt;sup>18</sup> A copy of the Resolutions from the May 12, 2015 and June 24, 2015 Board Meetings are attached hereto and incorporated herein as Exhibit 1.

#### D. The Proposed Acquisition

#### 1. Description of the Bluegrass Station

24. Bluegrass leases and operates three natural gas-fired simple cycle combustion turbine power generation units at the Bluegrass Generating Station in LaGrange, Kentucky, pursuant to a Lease Agreement, dated November 1, 2000, with Oldham County, a political subdivision of the Commonwealth of Kentucky (the "Lease").<sup>19</sup> Each Unit has a rated capacity of 198 MW, giving the Bluegrass Station a total rating of 594 MW of winter capacity. The Bluegrass Station's net summer capacity is 165 MW per unit, for a total of 495 MW. The Units offer a heat rate of **10,800** MMBtu/MWh and are based upon proven and mature technology. Unit 3 is currently subject to a Tolling Agreement (described in greater detail below) that was entered into between Bluegrass and Kentucky Utilities Company ("KU") and Louisville Gas & Electric Company ("LG&E") in 2014. The fact that the Bluegrass Station is located on the western end of EKPC's territory helps achieve one of EKPC's strategic goals of giving greater geographic diversity to its generation fleet.

25. In lieu of paying property taxes on the subject property, Bluegrass makes an annual payment of \$565,000 to Oldham County pursuant to an In-Lieu of Tax Payments Agreement, also dated November 1, 2000 ("PILOT Agreement").<sup>20</sup>

26. Each of the Units at the Bluegrass Station is projected to have a capacity factor that is consistent with other combustion turbines in EKPC's fleet. While the initial capacity factors are

<sup>&</sup>lt;sup>19</sup> The Lease has been amended on three separate occasions: December 27, 2001; December 27, 2002; and January 19, 2006. A copy of the Lease and all amendments thereto are attached hereto and incorporated herein as Exhibit 2.

<sup>&</sup>lt;sup>20</sup> A copy of the PILOT Agreement is attached hereto as Exhibit D to the Lease (Exhibit 2).

lower in the 2016-2022 timeframe, they are forecasted by Navigant to increase substantially thereafter as federal carbon policy is implemented.

27. Based on the Bluegrass Station's net summer rating, the purchase price for the Bluegrass Station equates to acquiring capacity at a cost of approximately \$260/kW, which is significantly less expensive than the estimated \$867/kW cost to install a comparable simple cycle gas combustion turbine in PJM.<sup>21</sup> The levelized operating margins of the Bluegrass Station are projected by EKPC to be \$71/kW-year (real 2015 dollars) over the 2016-2035 period, in comparison to the estimated \$97/kW-year (real 2015 dollars) needed to pay for the cost of a new, similarly sized combustion turbine within PJM that is set forth in PJM's most recent Cost of New Entry study. This indicates that the Bluegrass Station operating margins in PJM would support a plant cost significantly more than the Bluegrass Station purchase price of approximately \$200/kW.<sup>22</sup> Navigant has estimated that the net present value to EKPC of the operating margins for the Bluegrass Station over the period from 2016 to 2035 is \$2000 for the cost of the dollars.<sup>23</sup>

28. EKPC believes that the Bluegrass Station complies with all existing environmental permitting requirements.<sup>24</sup> Likewise, the acquisition keeps EKPC in a good position vis-a-vis the promulgation of new environmental rules. For instance, since the proposed federal Clean Power

<sup>&</sup>lt;sup>21</sup> See PJM's "Cost of New Entry Estimates for Combustion Turbine and Combined Cycle Plants in PJM with June 1, 2018 Online Date." EKPC adjusted the installed \$/kW cost of \$947/kW for a 2018 online date in the PJM CONE Report to a 2015 online date using a 3% escalation rate.

<sup>&</sup>lt;sup>22</sup> See Navigant Report, p. 6.

<sup>&</sup>lt;sup>23</sup> See id. As a cooperative, EKPC benefits from having reduced operating margin requirements in light of its nonprofit status, which results in a more favorable cost of capital than what would be expected from a taxable market participant. This results in a higher market valuation for the generation facility with cooperative ownership, than would be expected for taxable entity ownership.

<sup>&</sup>lt;sup>24</sup> A list of the Environmental Permits to be transferred to EKPC as part of the transaction is set forth in the Asset Purchase Agreement's Disclosure Schedule 4.16(b)(i).

Plan looks at carbon emissions on a state-by-state basis, the fact that the Bluegrass Station is located in Kentucky means that EKPC's future compliance with the Clean Power Plan will be less complicated than if it acquired an out-of-state facility.

# 2. The Asset Purchase Agreement

29. On June 26, 2015, EKPC and Bluegrass entered into an Asset Purchase Agreement ("Agreement") whereby Bluegrass agreed to sell and assign, and EKPC agreed to purchase and assume, substantially all of the assets and certain specified liabilities of Bluegrass, for the total consideration of \$128.75 million, subject to certain terms and conditions set forth in the Agreement.<sup>25</sup> Because the Bluegrass Station is currently leased by Bluegrass from Oldham County as part of a complex financing plan put in place as part of the development of the plant, EKPC will take an assignment of the Lease between Bluegrass and Oldham County and certain bonds held by Bluegrass and payable by Oldham County.

30. The Agreement requires EKPC to file this Application for approval of the contemplated transaction on or before July 26, 2015, and to request that the Commission approve the proposed transaction no later than December 1, 2015.<sup>26</sup> Additionally, the Agreement contemplates that the proposed transaction will close by or before December 31, 2015.<sup>27</sup> For these reasons, EKPC respectfully requests the Commission to issue an Order on or before December 1, 2015.

<sup>&</sup>lt;sup>25</sup> A copy of the Asset Purchase Agreement is attached hereto and incorporated herein as Exhibit 3.

<sup>&</sup>lt;sup>26</sup> See Agreement, Section 6.08(c)(i).

<sup>&</sup>lt;sup>27</sup> See Agreement, Section 6.08(c)(ii). A condition precedent to closing is EKPC's receipt of a final, non-appealable Order from the Commission that approves the contemplated transaction in the form requested without material modification to the terms or character thereof. See Agreement Disclosure Schedule 7.01(d).

# 3. Transmission

31. Several transmission studies have been undertaken by EKPC and others in association with the contemplated transaction. In order to successfully flow the output of the Bluegrass Station to EKPC load in the PJM market, firm transmission must be available for the Bluegrass Station's output within the KU/LG&E transmission system.

32. In March 2015, TranServ International, Inc. ("TranServ"), the Independent Transmission Operator for KU and LG&E, released a System Impact Study ("SIS") report as a result of a transmission service request made by EKPC to designate Bluegrass Station Units 1 and 2 as Network Resources for EKPC load. This study identified likely loading constraints, foremost of which is a constraint on the

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in the study. The constraints identified in the System Impact Study led to the preparation of a Facilities Study by TranServ and KU/LG&E, which identified the system upgrades and operating procedures which would be necessary to alleviate the identified constraints. Because the

constraint was identified as a short-term constraint, an operating procedure was specified to mitigate the constraint during real-time operating conditions. The Bluegrass Station will operate subject to an updated operating guideline under the direction of the three NERC Reliability Coordinators involved (MISO, PJM, and TVA) in the event an actual constraint develops in the course of operations. The remaining constraints identified on the KU/LG&E transmission system will be addressed through system upgrades that will provide sufficient

<sup>&</sup>lt;sup>28</sup> The **second second second** 

capacity to transmit the output of the Bluegrass Station Units so that EKPC will be able to serve its load that resides on the KU/LG&E system as it currently does.

33. Subsequent to completion of these studies, TranServ accepted EKPC's transmission service request, and EKPC confirmed the request on June 26, 2015, finalizing the service. The Network Integrated Transmission Service ("NITS") Agreement that exists between EKPC and KU/LG&E is being revised to incorporate this transmission service. Pursuant to the revised NITS Agreement, Bluegrass Station Unit 1 and Unit 2 will become Designated Network Resources of EKPC upon the consummation of the transaction. As required by the Federal Energy Regulatory Commission ("FERC"), KU and LG&E will file the updated NITS Agreement for approval. This is expected to be a filing that is strictly ministerial in nature.

34. In July 2015, TranServ released an SIS report for a transmission service request made by EKPC to designate Bluegrass Station Unit 3 as a Network Resource for EKPC load. Due to the KU/LG&E Tolling Agreement in effect for this Unit through April 2019, this requested service would commence on May 1, 2019. The constraint was again identified as a potential short-term constraint in this SIS, but not as a long-term constraint. TransServ has indicated that this constraint will be addressed through an operating procedure similar to the manner in which the constraint will be managed with regard to the service for Units 1 and 2. Other constraints were identified in the SIS report. A Facilities Study that will be conducted by TranServ and KU/LG&E is currently planned to determine the specific mitigation required for each constraint identified. The preliminary indication in the SIS report is that all constraints other than the will be addressed through system upgrades that will be in place when needed to provide sufficient capacity to transmit the entire output of the three Bluegrass Station Units to EKPC's load.

# 4. Integration into PJM Interconnection, LLC

35. Upon the completion of the contemplated transaction, Bluegrass Station Unit 1 and Unit 2 will be available for use by EKPC in the PJM energy market. Indeed, this is a material aspect of the transaction as it gives EKPC a physical hedge on energy pricing during the coldest portion of the upcoming winter as well as the opportunity to offer the Units into the PJM day-ahead and real-time energy markets. Unit 3 will become available for use in PJM upon the expiration of the Tolling Agreement currently in place between Bluegrass and KU and LG&E in April 2019.

36. With regard to the PJM Capacity Market, EKPC expects that the transaction will result in a net benefit to EKPC so long as capacity prices are at or above **\$**/MW-day (2016 dollars). This figure is significantly lower than the approximately \$120/MW-day rate that was established in the most recent PJM incremental capacity auction for planning year 2016/2017. Moreover, EKPC and Navigant both believe future capacity prices will increase from their current level, thereby providing a greater net capacity benefit to EKPC.

37. To facilitate the Bluegrass Station's participation in the PJM Capacity Market, Bluegrass has already executed transmission service agreements with PJM (allowing the output energy from the Bluegrass Station Units to be delivered) commencing on June 1, 2018, the beginning of the '18-'19 Delivery Year within PJM. Accordingly, Unit 1 and Unit 2 of the Bluegrass Station could be bid into the Base Residual Auction ("BRA") or any subsequent incremental auctions that apply to the '18-'19 Delivery Year. EKPC is working with PJM to determine whether it will be possible to bid Unit 1 and Unit 2 into the upcoming incremental capacity auctions for the '16-'17 Delivery Year and the '17-'18 Delivery Year. In light of the potential value of PJM capacity market benefits, EKPC is taking all steps necessary during the

pendency of this case to keep its options open for maximizing the capacity value of the Bluegrass Station.<sup>29</sup> At the expiration of the KU/LG&E Tolling Agreement, Unit 3 can be bid into the BRA.

#### 5. The KU/LG&E Tolling Agreement

38. On November 24, 2014, the Commission approved the request of KU and LG&E to enter into a four year Tolling Agreement with Bluegrass.<sup>30</sup> Under the Tolling Agreement, KU and LG&E will have access to 165 MW of firm generation capacity and output from Bluegrass Station Unit 3 from May 1, 2015, through April 30, 2019. While the capacity may be split between the two companies, it was initially allocated 100% to LG&E. In Case No. 2014-00321, KU and LG&E estimated that they would pay approximately \$38.5 million in capacity and fixed operations and maintenance costs over the four year term of the Tolling Agreement.

39. As part of the contemplated transaction, the Tolling Agreement will be assigned by Bluegrass to EKPC. EKPC has begun the process of seeking the consent of KU and LG&E to the assignment of the Tolling Agreement. Preliminary discussions suggest that consent to the assignment would be given as part of the closing of the transaction. Navigant has considered the relative value of the Tolling Agreement to what benefits EKPC would likely otherwise recognize in the PJM markets for the Bluegrass Station in the absence of the Tolling Agreement and has

<sup>&</sup>lt;sup>29</sup> As described in the testimony of David Crews, EKPC must undertake certain actions to bid capacity equivalent to the capacity offered by Bluegrass Station Unit 1 and Unit 2 into the upcoming PJM '18/'19 BRA. In the event that this Application is not approved, EKPC would have to replace the capacity sold into the BRA by purchasing a corresponding amount of capacity in a subsequent incremental auction ("IA"). The net effect of such a replacement could result in either a gain or loss to EKPC, depending upon the difference in the clearing prices of successive IAs. The BRA typically clears at a higher price than the IAs; for each \$20 price differential between the BRA and IA, a loss or gain of \$2.4 million in revenue will occur. The historical clearings of the BRA and IAs indicate that generators are best served by participating in the BRA.

<sup>&</sup>lt;sup>30</sup> See In the Matter of the Application of Louisville Gas and Electric Company and Kentucky Utilities Company for a Declaratory Order and Approval Pursuant to KRS 278.300 for a Capacity Purchase and Tolling Agreement, Order, Case No. 2014-00321 (Nov. 24, 2014).

concluded that the Tolling Agreement provides a net benefit to EKPC of \$ (undiscounted nominal dollars) over the 2016-2019 period.

#### 6. Fuel Availability

40. After engaging Bentek Energy and ACES to perform a study on the availability and affordability of natural gas at the Bluegrass Station, EKPC has determined that it will have access to fuel on a reliable and economic basis. The Bluegrass Station is located adjacent to the Texas Gas Transmission, LLC ("Texas Gas") pipeline. Recent developments in the Utica and Marcellus shales in Western Pennsylvania and Eastern Ohio have created a surplus of natural gas production that is expected to result in the reversal of natural gas flows along the Texas Gas and other pipelines. As such, the Bluegrass Station is well-situated to benefit from major natural gas producing basins on either end of the Texas Gas pipeline, thereby reducing the risk of interruptions to sustainable sources of natural gas fuel.

41. ACES's analysis of the proposed transaction took into account the fact that PJM is administering a Capacity Performance requirement in subsequent Base Residual Auctions (and certain Transitional Auctions) on electric generators within its footprint with firm fuel, back up fuel capability and/or onsite storage ability, which may possibly necessitate the purchase by EKPC of No Notice Service from Texas Gas for at least some portion of the winter months. Despite that, the availability and forecasted cost of natural gas indicated that the Bluegrass Station was an excellent investment opportunity for EKPC.

#### 7. Other Approvals and Consents

42. Bluegrass will determine if approval is required by Section 203 of the Federal Power Act from FERC for the transfer of the transmission assets and the Tolling Agreement covered by the transaction, depending upon whether those assets are valued in excess of \$10

million. However, EKPC places the proportionate value of the transmission assets to the total plant value established by the total consideration for the acquisition below the FERC Section 203 jurisdictional threshold.

43. Bluegrass or EKPC must seek consents under the law, or by virtue of the terms of various material contracts, from the following agencies and entities: Kentucky Public Service Commission; Federal Trade Commission and U. S. Department of Justice (Hart-Scott-Rodino); Kentucky Department of Water (permit transfer); Federal Communications Commission (license transfer); KU and LG&E (Tolling Agreement and Interconnection and Operating Agreement assignment); PJM (NITS Agreement assignment); Oldham County Sanitation District (service agreement); and Texas Gas (road access agreement).<sup>31</sup>

# 8. Labor Force Retention and Growth

44. There are currently five (5) full-time equivalent ("FTE") positions associated with Bluegrass' operation of the Bluegrass Station. Upon the completion of the acquisition, EKPC anticipates using the generation assets more frequently than they are currently used and, therefore, an around-the-clock labor presence will be necessary. EKPC believes that it may expand the current workforce at the Bluegrass Station to as many as ten (10) FTE positions. Thus, the increased usage of the Bluegrass Station will also provide a local benefit to the Oldham County community by creating up to five (5) new, skilled, well-compensated FTE positions.

# E. Financing for the Proposed Acquisition

45. EKPC has made significant progress towards improving its financial strength over the past six (6) years. It is on track to accomplish its strategic objective of achieving a 15% equity ratio by this year and has benefitted from a series of credit rating upgrades and favorable guidance

<sup>&</sup>lt;sup>31</sup> See Agreement, Disclosure Schedules 4.03(b), 4.03(c), 5.03(b) and 7.01(c) and (d).

from the major credit rating agencies. The acquisition of the Bluegrass Station will help further EKPC's efforts to achieve and maintain financial strength and flexibility while also allowing EKPC to mitigate risk from exposure to volatility in capacity and energy markets during seasonal peaks. EKPC intends to finance the closing of the acquisition through funds currently available from its \$500 million unsecured Credit Facility established with the National Rural Utilities Cooperative Finance Corporation ("CFC") and other banks, and then replace that financing with long-term financing under the Indenture of Mortgage, Security Agreement and Financing Statement, dated October 11, 2012, between EKPC and the U.S. Bank National Association ("Trust Indenture"). The Trust Indenture was approved by the Commission in Case No. 2012-00249 on August 9, 2012 and the Credit Facility was approved by the Commission in Case No. 2013-00306 on September 27, 2013.<sup>32</sup> EKPC's currently available credit under the Credit Facility exceeds the amount necessary to complete the transaction and will allow the closing to occur as quickly as circumstances allow.

46. However, EKPC does not believe that it is prudent to keep such a large amount of its Credit Facility tied up by the capital costs of the acquisition because the Credit Facility is short-term while the Bluegrass Station is a long-lived asset. A more appropriate financing would match as closely as possible the life and depreciation of the Bluegrass Station. Accordingly, EKPC plans to secure long-term financing for up to 100% of the Bluegrass Station's capital cost through proceeds of a loan with the Rural Utilities Service ("RUS"). However, in the event that RUS

<sup>&</sup>lt;sup>32</sup> See In the Matter of the Application of East Kentucky Power Cooperative, Inc. for Approval to Obtain a Trust Indenture, Order, Case No. 2012-00249 (Ky. P.S.C., Aug. 9, 2012); In the Matter of the Application of East Kentucky Power Cooperative, Inc. for Approval of the Issuance of up to \$200,000,000 of Secured Private Placement Debt, for the Amendment and Extension of an Unsecured Revolving Credit Agreement in an Amount up to \$500,000,000, and for the use of Interest-Rate Management Instruments, Order, Case No. 2013-00306 (Ky. P.S.C. Sept. 27, 2013).

financing is not timely available or is otherwise unacceptable, EKPC anticipates filing a separate application relating to the proposed long-term financing for the acquisition.<sup>33</sup>

47. Although the long-term financing for the Bluegrass Station is not presently before the Commission, EKPC is nevertheless requesting Commission approval to assume two evidences of indebtedness as part of the acquisition. First EKPC proposes to assume the Lease in effect between Bluegrass and Oldham County and, second, EKPC proposes to assume the PILOT Agreement between the same parties.<sup>34</sup>

# 1. Assumption of the Lease

48. The Lease covers all "Project Facilities" relating to the Bluegrass Station as specified in the Exhibits to the Lease.<sup>35</sup> It includes a monthly payment obligation owed by Bluegrass to Oldham County that matches the monthly bond payment due to Bluegrass from Oldham County. Pursuant to a series of Home Office Payment agreements between them, no cash actually exchanges hands between Bluegrass and Oldham County as part of the financing plan put in place to allow for the development of the Bluegrass Station. EKPC will acquire all of Bluegrass' interest in the Lease pursuant to Section 2.01(b) of the Agreement. Accordingly, EKPC will step into the shoes of Bluegrass with regard to owing the monthly Lease payment. Because EKPC will also become the holder of the associated bonds, however, EKPC's Lease payment obligation will be entirely set off by Oldham County's bond repayment obligation. Though no cash would be

<sup>&</sup>lt;sup>33</sup> EKPC anticipates that its separate financing application will also include financing for other unrelated items that would otherwise be too small to qualify for the most favorable loan terms. By aggregating the long-term financing of the Bluegrass Station with other, smaller projects, EKPC should be able to secure more favorable terms for a greater amount of its debt offering.

<sup>&</sup>lt;sup>34</sup> Following the closing of the proposed transaction between EKPC and Bluegrass, the Lease and/or PILOT Agreement may be modified or replaced subject to negotiations with Oldham County.

<sup>&</sup>lt;sup>35</sup> See Lease, p. 5, Exhibit A and Exhibit B.

transferred between EKPC and Oldham County following the transaction's close, the Lease is nevertheless likely to qualify as an assumption of indebtedness under KRS 278.300.

#### 2. Assumption of the PILOT Agreement

49. Currently, Oldham County owns the Bluegrass Station and land upon which it is located, which exempts Bluegrass from any property taxes due on the leased property. As part of the financing plan for the Bluegrass Station, Bluegrass nonetheless agreed to make certain one-time and recurring payments to Oldham County and its various agencies in lieu of paying property taxes that would have otherwise been due if Bluegrass owned the property. EKPC intends to assume the PILOT Agreement upon the closing of the transaction and will continue to make the annual \$565,000 PILOT payments to Oldham County for the remaining seven (7) years of the contract's term.<sup>36</sup> Therefore, assumption of the PILOT Agreement will also likely qualify as an assumption of indebtedness under KRS 278.300.

#### F. Rate Impact

50. EKPC is not proposing a base rate increase at this time. EKPC acknowledges that recovery through base rates of the capital and fixed and variable operating and maintenance costs of the Bluegrass Station would not commence until after EKPC's base rates are re-established in a rate case or any incurred fuel costs are passed through the company's fuel adjustment clause. In addition to the \$128.75 million capital cost for the acquisition, EKPC anticipates that the annual operations and maintenance expense (excluding fuel expense) for the Bluegrass Station will be approximately \$2000 EKPC also anticipates that the annual fuel costs for each of the Bluegrass Station Units will be approximately \$2000 EKPC also anticipates that the annual fuel costs for each of the Bluegrass Station Units will be approximately \$2000 EKPC also anticipates that the annual fuel costs for each of the Bluegrass Station Units will be approximately \$2000 EKPC also anticipates that the annual fuel costs for each of the Bluegrass Station Units will be approximately \$2000 EKPC also anticipates that the annual fuel costs for each of the Bluegrass Station Units will be approximately \$2000 EKPC also anticipates that the annual fuel costs for each of the Bluegrass Station Units will be approximately \$2000 EKPC also anticipates that the annual fuel costs for each of the Bluegrass Station Units will be approximately \$2000 EKPC also anticipates that the annual fuel costs for each of the Bluegrass Station Units will be approximately \$2000 EKPC also anticipates that the annual fuel costs for each of the Bluegrass Station Units will be approximately \$2000 EKPC also anticipates that the annual fuel costs for each of the Bluegrass Station Units will be approximately \$2000 EKPC also anticipates that the annual fuel costs for each of the Bluegrass Station Units will be approximately \$2000 EKPC also anticipates that the annual fuel costs for each of the Bluegrass Station Units will be approximately \$2000 EKPC also anticipates that the annual fuel costs for



51. EKPC's ability to maximize the energy and capacity value of the Bluegrass Station through its involvement in PJM means that EKPC's customers will benefit from both excess energy sales to non-native load and revenues realized from participation in the capacity market. These benefits will be reflected in lower costs than would otherwise be incurred, resulting in increasing margins and capital patronage for EKPC's Owner-Members.

# G. Benefits of the Proposed Acquisition

52. In summary, there are many reasons why the proposed acquisition of the Bluegrass Station is the reasonable, least-cost option for addressing EKPC's long-term capacity needs. These reasons include:

- Allowing the acquisition of generation capacity at a cost of \$260/kW, which is substantially lower than the estimated \$867/kW cost for the new construction of a comparable unit, while at the same time avoiding associated construction risk;
- Providing a replacement for the capacity lost as a result of the retirement of the Dale Station;
- Mitigating EKPC's growing winter peak exposure and the increasing market price volatility during those periods;
- Providing a physical hedge against future energy and capacity market volatility;
- Diversifying EKPC's generation portfolio by becoming less reliant on coal-fired generation while taking advantage of the dramatic increases in, and lower cost of, natural gas supplies in the region;
- Providing greater geographical diversity to EKPC's generation fleet;
- Eliminating the need for EKPC to rely upon more costly market-based power purchase agreements to satisfy its load;

- Gaining significant additional generation capacity without sacrificing financial stability or threatening EKPC's improved equity position and credit ratings;
- Keeping EKPC well-positioned to comply with existing and forthcoming environmental regulations and mandates while mitigating compliance and market locational risks of investing in out-of-state resources;
- Minimizing technology and performance risk by acquiring reliable simple-cycle natural gas combustion turbine technology with proven field experience and a large fleet base;
- Maximizing EKPC's core strengths by acquiring facilities and technology similar to the facilities at its Smith Station in Trapp, Kentucky;
- Complying with the Commission's stated policy that utilities should seek to have adequate capacity to serve native load; and
- Assuring that a generation asset located in Kentucky remains operational, thereby contributing to the local economy through the payment of skilled-labor wages and property taxes.

# IV. REQUEST FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

53. EKPC respectfully requests the Commission to issue a CPCN for the acquisition in accordance with KRS 278.020(1). As set forth herein, EKPC has both an immediate and a long-term need for the Bluegrass Station and its acquisition will not result in any wasteful duplication.<sup>37</sup> In light of the retirement of the Dale Station, EKPC's anticipated load growth and the existing and projected volatility of the market in general, there is an inadequacy of existing service involving a

<sup>&</sup>lt;sup>37</sup> Kentucky Utilities Co. v. Pub. Serv. Comm'n, 252 S.W.2d 885 (Ky. 1952).

consumer market sufficiently large to make it economically feasible for the Bluegrass Station to be acquired by EKPC and operated as a system resource.<sup>38</sup> The identified inadequacy is due to a substantial deficiency of service facilities, beyond what could be supplied by normal improvements in the ordinary course of business.<sup>39</sup> Likewise, the Bluegrass Station acquisition does not result in an excess of capacity over need, an excessive investment in relation to productivity or efficiency or an unnecessary multiplicity of physical properties.<sup>40</sup> EKPC has undertaken a thorough review of other alternatives,<sup>41</sup> and, after balancing all factors, the acquisition of the Bluegrass Station is the reasonable least-cost option.<sup>42</sup>

54. Pursuant to 807 KAR 5:001 Section 15(2)(a), the facts relied upon to show that the proposed acquisition is required by public convenience and necessity are those facts generally set forth in paragraphs five (5) to fifty-two (52) of this Application.

55. Pursuant to 807 KAR 5:001 Section 15(2)(b), the proposed acquisition does not involve or require any franchise or permit from a public authority.

56. Pursuant to 807 KAR 5:001 Section 15(2)(c), the Bluegrass Station is located at 3095 Commerce Parkway, Lagrange, Oldham County, Kentucky 40031-8799. As an existing facility, the Bluegrass Station will not compete with any other public utilities, corporations or persons.

<sup>39</sup> See id.

<sup>40</sup> See id.

<sup>&</sup>lt;sup>38</sup> See id., p. 890.

<sup>&</sup>lt;sup>41</sup> See In the Matter of the Joint Application of Louisville Gas and Electric Company and Kentucky Utilities Company for a Certificate of Public Convenience and Necessity for the Construction of Transmission Facilities in Jefferson, Bullitt, Meade, and Hardin Counties, Kentucky, Order, Case No. 2005-00142 (Ky. P.S.C. Sept. 8, 2005).

<sup>&</sup>lt;sup>42</sup> See Kentucky Utilities Co. v. Pub. Service Comm'n, 390 S.W.2d 168, 175 (Ky. 1965). See also In the Matter of the Application of East Kentucky Power Cooperative, Inc. for a Certificate of Public Convenience and Necessity to Construct a 138 kV Transmission Line in Rowan County, Kentucky, Order, Case No. 2005-00089 (Ky. P.S.C. Aug. 19, 2005).

57. Pursuant to 807 KAR 5:001 Section 15(2)(d)(1), an electronic copy (in a portable document format) and two paper copies of: (a) a map showing the location and layout of the Bluegrass Station; and (b) a map showing the location of the transmission lines to be upgraded as a result of the acquisition, are attached hereto as Exhibit DC-2 to the Testimony of David Crews and as Exhibit DA-1 to the Testimony of Darrin Adams, respectively. These maps are labeled to identify the location of facilities owned by other utilities that are anywhere within the map area with adequate identification as to the ownership of the other facilities.

58. Pursuant to 807 KAR 5:001 Section 15(2)(d)(2), EKPC is tendering herewith as part of Exhibit DC-2 and Exhibit DA-1 basic plans, specifications and drawings of the Bluegrass Station and affected transmission line infrastructure.

59. Pursuant to 807 KAR 5:001 Section 15(2)(e), EKPC has provided a detailed description of the plan to finance the proposed acquisition in paragraphs forty-five (45) to fifty-one (51) of this Application.

60. Pursuant to 807 KAR 5:001 Section 15(2)(f), EKPC has provided the estimated annual cost of operation of the Bluegrass Station upon the completion of the contemplated acquisition in paragraph fifty (50) of this Application.

61. Pursuant to the Commission's mandate in Case No. 2008-00408,<sup>43</sup> EKPC states that it has integrated energy efficiency resources into its long-term energy supply plan and has adopted policies establishing cost-effective energy efficiency resources with equal priority as other resource options. In this situation, the capacity and energy loss associated with the retirement of the Dale Station is so great that replacing that loss with energy efficiency resources is neither

<sup>&</sup>lt;sup>43</sup> See In the Matter of Consideration of the New Federal Standards of the Energy Independence and Security Act of 2007, Rehearing Order, Case No. 2008-00408, p. 10 (Ky. P.S.C. July 24, 2012).

practical nor efficient. Nevertheless, EKPC remains committed to improving the overall energy efficiency of its system and this acquisition will not inhibit that effort.

#### V. REQUEST FOR APPROVAL TO ASSUME EVIDENCES OF INDEBTEDNESS

62. EKPC also respectfully requests the Commission to approve the assumption of certain evidences of indebtedness associated with the Lease and PILOT Agreement, pursuant to KRS 278.300.

63. Pursuant to 807 KAR 5:001 Section 18(1)(b), a general description of EKPC's property and the field of its operation is set forth in paragraphs five (5) to nine (9) of this Application. A schedule showing: (a) the original cost of EKPC's property; and (b) the cost of said property to EKPC, is attached hereto and incorporated herein as Exhibit MM-1 to the Testimony of Michael McNalley.

64. Pursuant to 807 KAR 5:001 Section 18(1)(c) and (d), EKPC does not intend to offer any notes, stock, bonds or other evidences of indebtedness as part of the acquisition. A separate future application covering the long-term financing for the acquisition will be filed if it is determined that timely long-term financing through RUS is unavailable.

65. Pursuant to 807 KAR 5:001 Section 18(1)(e), a detailed description of the Bluegrass Station and assumed obligations that are to be acquired, along with the cost of same, are set forth in paragraphs twenty-nine (29) to fifty-one (51) of this Application. EKPC states that the acquisition will enable EKPC to continue to provide adequate, efficient and reasonable service to its Members at rates that are fair, just and reasonable. As set forth above, a copy of the Asset Purchase Agreement is attached hereto as Exhibit 3.

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66. Pursuant to 807 KAR 5:001 Section 18(1)(f), EKPC states that the assumption of the Lease and PILOT Agreement will not result in the discharge or refund of any existing obligations of EKPC.

67. Pursuant to 807 KAR 5:001 Section 18(2)(a), a copy of the Financial Exhibit required by 807 KAR 5:001 Section 12 is attached hereto as Exhibit MM-2 to the Testimony of Michael McNalley.

68. Pursuant to 807 KAR 5:001 Section 18(2)(b), EKPC states that copies of its existing trust deeds and mortgages have been most recently filed in Case No. 2012-00249.<sup>44</sup>

69. Pursuant to 807 KAR 5:001 Section 18(2)(c), EKPC states that maps and plans of the Bluegrass Station are attached herein as Exhibit DC-2 to the Testimony of David Crews. An estimate of the Bluegrass Station's acquisition cost, using the uniform system of accounts prescribed for EKPC by the Commission, is attached herein as Exhibit MM-3 to the Testimony of Michael McNalley.

70. Pursuant to KRS 278.300(2), EKPC requests that the Commission find that the assumption of evidences of indebtedness is for some lawful object within the corporate purposes of EKPC, is necessary or appropriate for or consistent with the proper performance by EKPC of its service to the public and will not impair EKPC's ability to perform that service, and is reasonably necessary and appropriate for such purpose.

<sup>&</sup>lt;sup>44</sup> See In the Matter of the Application of East Kentucky Power Cooperative, Inc. for Approval to Obtain a Trust Indenture, Order, Case No. 2012-00249, (Ky. P.S.C. Aug. 9, 2012). A copy of the Trust Indenture was filed in the Post-Case Correspondence file on October 19, 2012.

#### V. OVERVIEW OF TESTIMONY

71. As part of its Application, EKPC is tendering herewith the testimony of seven (7) witnesses who support the averments set forth herein.

72. Mr. Don Mosier, EKPC's Executive Vice President and Chief Operating Officer, will describe EKPC's existing system, its Strategic Plan and how the proposed acquisition furthers EKPC's efforts to diversify its generating fleet. Mr. Mosier will also describe the deliberations of EKPC's Board with regard to the acquisition, as well as the labor requirements of the Bluegrass Station and other operational matters. Mr. Mosier's testimony is attached as Exhibit 4 to the Application.

73. Mr. David Crews, Senior Vice President of Power Supply, will describe the RFP process, the history of the negotiations between EKPC and Bluegrass and the terms of the Asset Purchase Agreement. Mr. Crews will also describe the nature of the work performed by the various consultants retained to analyze the acquisition. Mr. Crews will also testify as to the anticipated operation of the Bluegrass Station in the PJM Capacity and Energy Markets and the effect of the Tolling Agreement with KU and LG&E. Mr. Crews' testimony is attached as Exhibit 5 to the Application.

74. Mr. Jerry Purvis, EKPC's Director of Environmental Affairs, will describe the environmental rules and regulations which currently affect EKPC and provide an overview of additional rules which are forthcoming. Mr. Purvis will also describe the due diligence that was performed on the environmental aspects of the proposed acquisition and describe the permits which are currently in place for the Bluegrass Station. Mr. Purvis' testimony is attached as Exhibit 6 to the Application.

75. Mr. Darrin Adams, EKPC's Director of Power Delivery Planning, Design, & Construction, will describe the transmission assets to be acquired by EKPC as part of the proposed transaction, the System Impact Studies and the Facilities Study completed jointly by TransServ and KU/LG&E, and the deliverability of the output of the Bluegrass Station Units to EKPC load within the PJM market. Mr. Adams' testimony is attached as Exhibit 7 to the Application.

76. Mr. James Read, a Principal with Brattle, will describe his firm's work with regard to conducting and administering the RFP Refresh, his screening analysis of the bids received and the Brattle Group's conclusions. Mr. Read's testimony is attached as Exhibit 8 to the Application.

77. Mr. Ralph Luciani, a Director with Navigant, will describe his firm's work with regard to evaluating the net present value of the proposed acquisition and the value the Bluegrass Station would be expected to realize by operating within the PJM Capacity and Energy Markets. Mr. Luciani's testimony is attached as Exhibit 9 to the Application.

78. Mr. Michael McNalley, EKPC's Executive Vice President and Chief Financial Officer, will offer testimony describing EKPC's Strategic Plan as it applies to building and maintaining financial strength and how the proposed acquisition helps achieve that objective. Mr. McNalley will also provide testimony on the intended use of the unsecured Credit Facility to close the transaction and the assumption of the Lease and PILOT Agreement. Mr. McNalley's testimony is attached as Exhibit 10 to the Application.

# VI. CONCLUSION

WHEREFORE, on the basis of the foregoing, EKPC respectfully requests the Commission to enter an Order approving this Application and:

- Issuing a Certificate of Public Convenience and Necessity to EKPC to acquire the simple cycle combustion turbines located at the Bluegrass Station in LaGrange, Kentucky from Bluegrass Generation Company, LLC;
- Approving the assumption of the evidences of indebtedness necessary to close the transaction;
- 3) Granting the relief requesting herein on or before December 1, 2015; and
- 4) Granting any other relief to which EKPC may be entitled.

This 24<sup>th</sup> day of July, 2015.

#### VERIFICATION

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# COMMONWEALTH OF KENTUCKY COUNTY OF CLARK

BRENDA BOWEN Notary Public

State at Large Kentucky My Commission Expires Jan 27, 2018

Comes now Don Mosier, Executive Vice President and Chief Operating Officer of East Kentucky Power Cooperative, Inc., in my official capacity, and, after being duly sworn, I do hereby solemnly swear that the averments set forth above are true and correct to the best of my knowledge and belief as of this  $\underline{22}$  day of July, 2015.

DON MOSIER, Executive Vice President and Chief Operating Officer of East Kentucky Power Cooperative, Inc.

Signed before me, the NOTARY PUBLIC, by Don Mosier, Executive Vice President and Chief Operating Officer of East Kentucky Power Cooperative, Inc., after being duly sworn, on this <u>22</u> day of July, 2015.

NOTARY PUBLIC, Commission # 502993

My Commission Expires \_\_\_\_\_ 1/27/18

Respectfully submitted.

Mark David Goss

Mark David Goss David S. Samford Allyson L. Honaker M. Evan Buckley GOSS SAMFORD, PLLC 2365 Harrodsburg Road, Suite B-235 Lexington, KY 40504 (859) 368-7740 mdgoss@gosssamfordlaw.com david@gosssamfordlaw.com allyson@gosssamfordlaw.com ebuckley@gosssamfordlaw.com

Counsel for East Kentucky Power Cooperative, Inc.

# Index of Exhibits

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# FROM THE MINUTE BOOK OF PROCEEDINGS OF THE BOARD OF DIRECTORS OF EAST KENTUCKY POWER COOPERATIVE, INC.

At a regular meeting of the Board of Directors of East Kentucky Power

Cooperative, Inc. held at the Headquarters Building, 4775 Lexington Road, located in

Winchester, Kentucky, on Tuesday, May 12, 2015, at 9:30 a.m., EDT, the following

business was transacted:

Approval of Asset Purchase Agreement with Bluegrass Generation Company, L.L.C.

After review of the applicable information, a motion to approve the Asset Purchase Agreement with Bluegrass Generation Company, L.L.C. was made by Strategic Issues Committee Chairman Landis Cornett and passed with a unanimous vote by the full Board to approve the following:

Whereas, EKPC issued a Request for Proposals for power supply due to the potential loss of generation from the Cooper 1 and Dale Station units because of capital investments required to meet MATS;

Whereas, The Cooper 1 retrofit was the most economical alternative found from the RFP analysis and purchase of the Bluegrass Generation Company was the second best alternative found;

Whereas, EKPC pursued the Cooper 1 retrofit to completion and refreshed its RFP proposals in summer 2014, and the asset purchase of the Bluegrass Station remained the top choice of the remaining alternatives;

Whereas, EKPC will have 400 MW of winter load without a firm price hedge once the Dale Station units are either retired or placed on inactive status;

Whereas, EKPC and its various consultants have completed extensive market, operational, environmental, legal and financial analyses of the asset purchase of the Bluegrass Generation Company, L.L.C. and results of the analyses conclude that the asset purchase will support EKPC's strategic objective to deliver affordable energy from appropriately diversified fuel sources while meeting expected future environmental regulatory requirements; and,

Whereas, EKPC management and the Strategic Issues Committee recommend that the Board of Directors (the "Board") approve pursuing the asset purchase of the Bluegrass Generation Company, L.L.C.; now, therefore, be it

	EXHIBIT	
tabbles'	1	

Resolved, That the EKPC Board hereby approves the pursuit of the asset purchase of the Bluegrass Generation Company, L.L.C. subject to: acceptable transmission arrangements for delivery of energy from the plant to PJM; acceptable fuel availability and deliverability; acceptable financing arrangements; acceptable price and terms; acceptable operational tests; and approval of the appropriate regulatory agencies; and be it further

Resolved, That the President and CEO or his designee is hereby authorized on behalf of EKPC to enter into any contracts, agreements, or other arrangements and to take any other actions deemed necessary or desirable to accomplish the asset purchase.

The foregoing is a true and exact copy of a resolution passed at a meeting called pursuant to proper notice at which a quorum was present and which now appears in the Minute Book of Proceedings of the Board of Directors of the Cooperative, and said resolution has not been rescinded or modified.

Witness my hand and seal this 12th day of May 2015.

Michael Adams, Secretary

Corporate Seal
# Resolution

# RESOLUTION APPROVING THE NEGOTIATED ASSET PURCHASE AGREEMENT WITH BLUEGRASS GENERATION COMPANY, L.L.C.

Whereas, at its meeting on May 12, 2015, the East Kentucky Power Cooperative, Inc. ("EKPC") Board of Directors ("Board") granted approval for EKPC management to negotiate and execute an agreement with Bluegrass Generation Company, L.L.C. ("Bluegrass") for the purchase of three (3) combustion turbine generators and related property and equipment in Oldham County, Kentucky;

Whereas, such an Asset Purchase Agreement ("Agreement") has been negotiated with Bluegrass, significant terms and conditions of which were presented to the Board at its Special Board Meeting on June 24, 2015; and,

Whereas, Management recommends that the Board approve the execution of the Agreement as presented; now, therefore, be it

**<u>Resolved</u>**, That the EKPC Board hereby approves the execution of the Agreement with Bluegrass as presented.

O DI LA COLINITY

# LEASE AGREEMENT

# BETWEEN

# THE COUNTY OF OLDHAM, KENTUCKY

#### AND

# BLUEGRASS GENERATION COMPANY, L.L.C.

# \$200,000,000 COUNTY OF OLDHAM, KENTUCKY INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2000A, SERIES 2000B, SERIES 2001A AND SERIES 2002A (BLUEGRASS GENERATION COMPANY, L.L.C. PROJECT)

Dated

as of

November 1, 2000

STITES & HARBISON BOND COUNSEL





OI DHAM COUNTY

# LEASE AGREEMENT

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# (This Index is not a part of this Agreement but rather is for convenience of reference only)

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#### LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") made and entered into as of November 1, 2000, by and between the COUNTY OF OLDHAM, KENTUCKY, a political subdivision, duly organized and validly existing under the laws of the Commonwealth of Kentucky (the "Issuer"), and BLUEGRASS GENERATION COMPANY, L.L.C. (the "Lessee") a Delaware limited liability company, under the following circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article 1 hereof):

#### WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 103 of the Kentucky Revised Statutes, as supplemented and amended (the "Act"), the Issuer is authorized and empowered to issue its revenue bonds and to enter into lease agreements for the purpose of facilitating the acquisition, construction, improving, equipping and financing of industrial buildings constituting a "project" within the meaning of the Act; and

WHEREAS, the Lessee and the Issuer each has the full right and lawful authority to enter into this Agreement and perform and observe the provisions hereof on their respective parts to be performed and observed; and

WHEREAS, the Issuer proposes to assist in the acquisition, construction, equipping and installation of a manufacturing plant to be located in Oldham County, Kentucky; all for lease to the Lessee to be used as a power plant and support the cost of acquisition and installation of fixtures therein, including certain equipment (the "Project") which will constitute an industrial building approved by an ordinance of the Issuer on October 17, 2000; and

WHEREAS, the Lessee is desirous of financing the acquisition, construction, equipping and installation of the proposed Project through this Agreement with the Issuer pursuant to the Act; and

WHEREAS, the Project will promote the economic development of the Commonwealth of Kentucky, relieve conditions of unemployment and otherwise contribute to the accomplishment of the purposes of the Act, and to promote and accomplish such purposes the Issuer is willing to and proposes to issue from time to time up to four series of bonds in an aggregate principal amount not to exceed \$200,000,000 (the "Bonds") and to use the proceeds thereof in order to assist in the financing of the acquisition, construction, equipping and installation of the Project and certain incidental costs upon the terms and conditions set forth herein; and

WHEREAS, the Bonds are to be issued pursuant to and secured by a Master Trust Indenture, dated as of the date hereof (the "Indenture"), by and between the Issuer and Bank One Trust Company, National Association, as trustee (the "Trustee") as supplemented from time to time to reflect the issuance of up to four series of bonds as previously described; and



NOW THEREFORE, for and in consideration of the promises and the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree, each with the other, as follows:

# ARTICLE 1

#### DEFINITIONS

Section 1.1 <u>Use of Defined Terms</u>. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2 Definitions. As used herein:

"Act" means Sections 103.200 through 103.287 of the Kentucky Revised Statutes, as in force on the date of execution of this Agreement.

"Additional Bonds" means any Additional Bonds as defined in the Indenture.

"Additional Payments" means the amounts required to be paid by the Lessee pursuant to the provisions of Section 4.2 hereof.

"Agreement" means this Lease Agreement as amended as supplemented from time to time.

"Authenticating Agent" means the Authenticating Agent as defined in the Indenture.

"Authorized Lessee Representative" means the person at the time designated to act on behalf of the Lessee by written certificate furnished to the Issuer and the Trustee, containing the specimen signature of that person and signed by the Lessee. That certificate may designate an alternate or alternates. In the event that the person so designated becomes unavailable or unable to act and the Lessee fails to designate a replacement within ten days after such unavailability or inability to act, the Trustee shall appoint an interim Authorized Lessee Representative until such time as the Lessee designates that person.

"Bond Fund" means the Bond Fund created in the Indenture.

"Bond Legislation" means (a) when used with reference to the Bonds, the ordinance providing for their issuance and approving this Agreement, the Indenture, the Purchase Agreement and related matters; (b) when used with reference to an issue of Additional Bonds, the ordinance providing for the issuance of the Bonds, to the extent applicable, and the legislation providing for the issuance of the Additional Bonds and approving any amendment to this Agreement, any Supplemental Indenture and related matters; and (c) when used with

reference to Bonds when Additional Bonds are outstanding, the ordinance providing for the issuance of the Bonds and the legislation providing for the issuance of the then outstanding and the then to be issued Additional Bonds; in each case as amended or supplemented from time to time.

"Bond Service Charges" means, for any period, the principal of and interest on the Bonds for that period whether due at maturity or upon acceleration or redemption.

"Bonds" means the up to four series of bonds to be issued in an aggregate principal amount not to exceed \$200,000,000 and denominated County of Oldham Industrial Building Revenue Bonds, Series 2000A, Series 2000B, Series 2001A, and Series 2002A (as applicable) (Bluegrass Generation Company, L.L.C. Project), issued by the Issuer pursuant to the Bond Legislation and the Indenture.

"Business Day" means any day of the year, other than a Saturday or Sunday, on which banking institutions located in the city or cities in which the principal corporate trust office of the Trustee is located are not required or authorized by law to remain closed or on which the New York Stock Exchange is not closed.

"Commonwealth" means the Commonwealth of Kentucky.

"Completion Date" means the date of completion of the Project evidenced in accordance with the requirements of Section 3.6 hereof.

"Deed" means the Deed and Consideration Certificate, dated as of November 1, 2000, from the Lessee to the Issuer with respect to the Project Site.

"Eligible Investments" means Eligible Investments as defined in the Indenture.

"Event of Default" means any of the events described as an Event of Default in Section 7.1 hereof.

"Facilities" means the Project.

"Force Majeure" means any of the causes, circumstances or events described as constituting Force Majeure in Section 7.1 hereof.

"Holder" or "Holder of a Bond" means the Person in whose name a Bond is registered on the Register.

"Indenture" means the Master Trust Indenture, dated as of the same date as this Agreement, between the Issuer and the Trustee, as amended or supplemented from time to time.

"Installation Period" means the period between the beginning of the acquisition, construction, equipping and installation of the Project or the date on which the Bonds are delivered to the Original Purchaser, whichever is earlier, and the Completion Date.

"Interest Payment Date" means, as to the Bonds, the date set forth as such in the Bond form attached as Exhibit A to the Indenture, and as to Additional Bonds, each date designated as an Interest Payment Date in the Bond form for which provision is made in the Supplemental Indenture or Bond Legislation.

"Interest Rate" means [7%] per annum, being the rate borne by the Bonds.

"Issuer" means the County of Oldham, Kentucky, a political subdivision, duly organized and validly existing under the laws of the Commonwealth.

"Lease Payments" means the amounts required to be paid or otherwise satisfied by the Lessee pursuant to Section 4.1 of this Agreement.

"Lease Term" means the period from the date hereof until the earlier of (i) March 9, 2025 or (ii) prepayment in whole of the Bonds and Additional Payments.

"Legislative Authority" means the Fiscal Court of the Issuer.

"Lessee" means Bluegrass Generation Company, L.L.C., a Delaware limited liability company, and its lawful successors and assigns.

"Net Proceeds" when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees and any extraordinary expenses of the Trustee) incurred in the collection of such gross proceeds.

"Notice Address" to the Issuer, the Lessee and the Trustee shall be addressed as follows:

(i)	If to the Lessee:	Bluegrass Generation Company, L.L.C. 1000 Louisiana Street, Suite 5800 Houston, Texas 77022 Attention: Senior Vice President and General Counsel
(ii)	If to the Issuer:	County of Oldham, Kentucky 122 South Main Cross Street Louisa, Kentucky 41230 Attention: County Judge/Executive
(iii)	If to the Trustee:	<ul> <li>Bank One Trust Company, National Association</li> <li>1 Bank One Plaza, Suite IL1-0126</li> <li>Chicago, Illinois 60670-0126</li> <li>Attention: Corporate Trust Department</li> </ul>

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"Original Purchaser" or "Purchaser" means Bluegrass Generation, Inc., and as to Additional Bonds, the Person or Persons identified as the purchaser or purchasers in the Purchase Agreement.

"Outstanding Bonds," "Bonds outstanding" or "outstanding" as applied to Bonds means, as of the applicable date, all Bonds which have been authenticated and delivered, or which are being delivered by the Trustee under this Indenture, except:

- 1. Bonds cancelled upon surrender, exchange or transfer, or cancelled because of payment or redemption, on or prior to that date;
- 2. Bonds, or the portion thereof, which have been paid or otherwise satisfied and discharged or caused to have been paid or otherwise satisfied and discharged pursuant to the provisions of the Indenture; and
- 3. Bonds in lieu of which others have been authenticated under Section 3.7 of the Indenture.

"Paying Agent" means the Paying Agent as defined in the Indenture.

"Person" or words importing person means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, limited liability companies, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"Plans and Specifications" means the plans and specifications describing the Project Facilities as now prepared and as they may be changed as herein provided from time to time.

"Project" or "Project Facilities" means the Project Site and the Lessee's facilities as described in the third recital hereof (and more particularly described in the Plans and Specifications) and as set forth in Exhibit A attached hereto, together with any additions, modifications and substitutions to those facilities, and such equipment as set forth in Exhibit B attached hereto, as each may be amended from time to time to reflect the changes to be funded by the issuance of up to four series of the Bonds as authorized by the Bond Legislation.

"Project Costs" means the costs of the Project specified in Section 3.4 hereof.

"Project Fund" means the Project Fund created in the Indenture.

"Project Site" means the real estate described in Exhibit A hereto.

"Purchase Agreement" means, as to the Bonds, the Bond Purchase Agreement, dated as of November 1, 2000, by and among the Issuer, the Original Purchaser and the Lessee, as amended from time to time to reflect each series of Bonds as authorized by the Bond Legislation, and as to any Additional Bonds, the Bond Purchase Agreement defined in the Bond Legislation providing for the issuance of the Additional Bonds.



OI DHAM COUNTY

"Register" means the books kept and maintained by the Registrar for registration and transfer of Bonds pursuant to Section 3.6 of the Indenture.

"Registrar" means the Registrar as defined in the Indenture.

"Revenues" means (a) the Lease Payments, (b) all other moneys received or to be received by the Issuer or the Trustee in respect of the Lease Payments, including without limitation, all moneys and investments in the Bond Fund, (c) any moneys and investments in the Project Fund, and (d) all income and profit from the investment of the foregoing moneys.

"Trustee" means the Trustee at the time serving as such under the Indenture, until a successor Trustee shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Trustee" shall mean the successor Trustee.

"Unassigned Issuer's Rights" means all of the rights of the Issuer to receive Additional Payments under Section 4.2 hereof, to be held harmless and indemnified under Sections 5.4 and 5.5 hereof, to be reimbursed for attorneys' fees and expenses under Section 7.4 hereof, and to give or withhold consent to amendments, changes, modifications, alterations and termination of this Agreement under Section 10.6 hereof.

Section 1.3 <u>Interpretation</u>. Any reference herein to the Issuer, to the Legislative Authority or to any member or official of either includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the Commonwealth or the Act, or to a section, provision or chapter of the Kentucky Revised Statutes or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph, if it constitutes in any way an impairment of the rights or obligations of the Issuer, the Holders, the Trustee, the Registrar or the Lessee under this Agreement, the Indenture, the Bond Legislation, the Bonds, or any other instrument or document entered into in connection with any of the foregoing; including without limitation, any alteration of the obligation to pay Bond Service Charges in the amount and manner, at the times, and from the sources provided in the Bond Legislation and Indenture except as permitted in the Indenture.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. The terms "hereof," "hereby," "herein," "hereto," "hereunder," "hereinafter," and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of the Bonds. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

Section 1.4 <u>Captions and Headings</u>. The captions and headings in this Agreement are solely for ease of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

#### ARTICLE 2

#### REPRESENTATIONS

Section 2.1 <u>Representations of the Issuer</u>. The Issuer, in reliance, in part, upon the opinion of Bond Counsel, makes the following representations and warranties as the basis for the undertaking on its part herein contained.

(a) The Issuer is a political subdivision duly organized and validly existing under the laws of the Commonwealth. Pursuant to the Act, the Issuer has the power to issue the Bonds, to enter into this Agreement and the transactions contemplated hereby, and to carry out its obligations hereunder. The Issuer is not in default under or in violation of the Constitution or any of the laws of the Commonwealth or any charter which authorizes its de jure existence or is relevant to the issuance of the Bonds or the consummation of the transactions contemplated hereby or in connection with such issuance, and has been duly authorized to issue the Bonds and to execute and deliver this Agreement. The Issuer agrees that it will do or cause to be done in a timely manner all things necessary to preserve and keep in full force and effect, and to carry out the terms of, this Agreement and the terms of the Indenture.

(b) The Issuer has determined that the Project constitutes and will constitute an activity permitted to be financed pursuant to the Act and that the financing of the Project is in the public interest and for a public purpose. The Issuer will acquire title to the Project and the Project Site and lease the same to the Lessee pursuant to the Act and this Agreement.

(c) The Issuer has found and determined and hereby finds and determines that it has complied with all requirements of the Act as may be applicable with respect to the issuance of the Bonds (including up to four series of Bonds in an amount not to exceed \$200,000,000) and the execution of this Agreement.

(d) The Issuer agrees to use and apply the net proceeds of the Bonds to assist in the acquisition, construction, equipping and installation of the Project and to lease the Project to the Lessee pursuant to the Agreement to the end that the purposes of the Act may be accomplished.

(e) To accomplish the foregoing, the Issuer agrees to issue the Bonds, in not more than four series of Bonds in an aggregate principal amount not to exceed \$200,000,000 following the execution of this Agreement, on such terms and conditions as are set forth in the Indenture. The net proceeds from the issuance of the Bonds shall be applied, upon direction of the Lessee for application, to the payment or satisfaction of the Project Costs.

(f) No official of the Issuer has any material interest whatsoever in the Lessee or in the transactions contemplated by this Agreement.

(g) Neither the execution and delivery of this Agreement or the Indenture, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement or the Indenture, materially conflict with or result in a material breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Issuer is now a party or by which it is bound or

constitute a material default under any of the foregoing or result in the creation or imposition of any prohibited lien, charge or encumbrance of any material nature upon any of the property or assets of the Issuer under the terms of any instrument or agreement.

Section 2.2 <u>Representations and Covenants of the Lessee</u>. The Lessee represents and covenants that:

(a) It has the capacity to enter into and carry out the transactions contemplated by those documents. Execution, delivery and performance do not, and will not, violate any provision of law applicable to the Lessee and do not, and will not, conflict with or result in a default under any agreement or instrument to which the Lessee is a party or by which it is bound for which waivers have not been obtained. This Agreement has been duly executed and delivered by the Lessee and all steps necessary have been taken to constitute this Agreement, the Purchase Agreement and the Deed valid and binding obligations of the Lessee.

(b) The provision of financial assistance to be made available to the Lessee under this Agreement and the commitments therefor made by the Issuer have induced the Lessee to maintain within the boundaries of the Issuer that business of the Lessee to be conducted by use of the Project and such business will create additional jobs and employment opportunities within the Issuer.

(c) The Project will be completed substantially in accordance with the Plans and Specifications and the Project will be operated and maintained in such manner as to conform with all applicable zoning, planning, building, environmental and other applicable governmental regulations and as to be consistent with the Act.

(d) The Project will be located entirely within the boundaries of Oldham County, Kentucky.

(e) There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of the Lessee threatened, against or affecting the Lessee in any court or before any governmental authority or arbitration board or tribunal which are reasonably anticipated to materially and adversely affect the transactions contemplated on their part by the Lease or which are reasonably anticipated to adversely affect the validity or enforceability of the Bonds or the lease documents or the ability of the Lessee to perform their obligations under any of the foregoing.

# ARTICLE 3

# COMPLETION OF THE PROJECT; ISSUANCE OF THE PROJECT BONDS

Section 3.1 <u>Acquisition and Installation</u>. The Lessee (a) has previously, or will, upon the issuance of the Bonds, convey to the Issuer or cause to be conveyed to the Issuer the Project and it has caused and will cause the Project to be acquired and installed as herein provided on the Project Site with due diligence to the completion thereof substantially in accordance with the Plans and Specifications, all as provided herein, (b) shall pay or otherwise satisfy when due all fees, costs and expenses incurred in connection with that acquisition and installation from funds



made available therefor in accordance with this Agreement or otherwise, and (c) shall ask, demand, sue for, levy, recover and receive all those sums of money, debts, and other demands whatsoever which may be due, owing and payable under the terms of any contract, agreement, obligation, bond or other performance security with respect thereto.

Section 3.2 <u>Plans and Specifications</u>. The Lessee has the Plans and Specifications available for inspection by the Issuer and may revise the Plans and Specifications from time to time provided that no revision shall be made which would change the Project purposes to other than purposes permitted by the Act.

Section 3.3 <u>Issuance of the Bonds: Application of Proceeds</u>. To acquire, construct, equip and install the Project, the Issuer will issue, sell and deliver the Bonds to the Original Purchaser. The Bonds will be issued pursuant to the Indenture in the aggregate principal amount, will bear interest, will mature and will be subject to redemption as set forth therein. The Lessee hereby approves the terms and conditions of the Indenture and the Bonds, and of the terms and conditions under which the Bonds will be issued, sold and delivered.

The consideration for the issuance and sale of the Bonds shall be the conveyance of the Project Site to the Issuer and the expenditures made for the acquisition, construction, equipping and installation of the Project and any other moneys necessary for the costs of issuance of the Project. Pending the disbursement pursuant to Section 3.4 hereof, the monetary proceeds, if any, so deposited in the Project Fund, together with any investment earnings thereof, shall constitute a part of the Revenues assigned by the Issuer to the payment of Bond Service Charges as provided in the Indenture. The consideration for the issuance of additional series of Bonds shall be evidenced by bills of sale and assignments.

At the request of the Lessee, and for the purposes and upon fulfillment of the conditions specified in the Indenture, the Issuer may provide for the issuance, sale and delivery of Additional Bonds and use the proceeds from the sale thereof for any additions to the Project.

Section 3.4 <u>Disbursements from the Project Fund</u>. Subject to the provisions below, disbursements from the Project Fund of moneys if any moneys are retained in the Project Fund shall be made, by execution and delivery to the Trustee of a disbursement request substantially in the form attached hereto and incorporated herein by reference as <u>Exhibit C</u>, only to reimburse or pay the Lessee, or any Person designated by the Lessee, for the following Project Costs:

(a) Costs incurred directly or indirectly for or in connection with the acquisition, construction, equipping and installation of the Project, including costs incurred in respect of the Project for preliminary planning and studies; architectural, legal, engineering, accounting, consulting, supervisory and other services; labor, services and materials; and recording of documents and title work;

(b) Premiums attributable to any surety bonds and insurance required to be taken out and maintained during the Installation Period with respect to the Project Site and the Project Facilities;



(c) Taxes, assessments and other governmental charges in respect of the Project that may become due and payable during the Installation Period;

(d) Costs incurred directly or indirectly in seeking to enforce any remedy against any contractor or subcontractor in respect of any actual or claimed default under any contract relating to the Project Facilities;

(e) Financial, legal, accounting, printing and engraving fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of the Bonds, including, without limitation, the fees and expenses of the Trustee and its counsel, and the Issuer and its counsel, and any paying agent properly incurred under the Indenture that may become due and payable during the Installation Period;

(f) Any other costs, expenses, fees and charges properly chargeable to the cost of acquisition and installation of the Project; and/or

(g) Payment of interest on the Bonds during the Installation Period.

Any disbursement from the Project Fund for the payment of Project Costs shall be made by the Trustee only upon the written order of the Authorized Lessee Representative. Each such written order shall be in substantially the form of the disbursement request attached hereto as <u>Exhibit C</u>. In case any contract provides for the retention of a portion of the contract price, there shall be paid from the Project Fund only the net amount remaining after deduction of any such portion, and only when that retained amount is due and payable, may it be paid from Project Fund.

Any moneys in the Project Fund remaining after the Completion Date and payment, or provision for payment, in full of the Project Costs, at the written direction of the Authorized Lessee Representative, promptly shall be:

(a) used for the purchase of the Bonds in the open market for the purpose of cancellation at prices not exceeding the full market value thereof plus accrued interest thereon to the date of payment therefor;

(b) paid into the Bond Fund to be applied to the redemption of the Bonds; or

(c) used to accomplish a combination of the foregoing as is provided in that

direction.

Section 3.5 Intentionally Omitted.

Section 3.6 <u>Completion Date</u>. The Lessee shall cause the Issuer and the Trustee to be notified of the Completion Date by a certificate signed by the Authorized Lessee Representative stating:

(a) The date on which the Project Facilities were substantially completed,

(b) All other facilities necessary in connection with the Project have been acquired, constructed, equipped and installed,

(c) The acquisition, construction, equipping and installation of the Project Facilities and those other facilities have been accomplished in such a manner as to conform with all applicable zoning, planning, building, environmental and other similar governmental regulations, and

(d) Except for items the Lessee is contesting, all costs of that acquisition, construction, equipping and installation then or theretofore due and payable have been paid.

That certificate shall state that it is given without prejudice to any rights against third parties which then exist or subsequently may come into being. The certificate shall be delivered as promptly as practicable after the occurrence of the events and conditions referred to in subsections (a) through (d) of this Section.

Section 3.7 <u>Investment of Fund Moneys</u>. At the oral request (promptly confirmed in writing) or written request of the Authorized Lessee Representative, any moneys held as part of the Bond Fund or the Project Fund shall be invested or reinvested by the Trustee in Eligible Investments in accordance with Section 5.5 of the Indenture.

# ARTICLE 4

# LEASE OF PROJECT TO LESSEE; PROVISIONS FOR PAYMENT

Section 4.1 Lease of Project; Lease Payments and Other Amounts Payable.

(a) The Issuer hereby leases the Project to the Lessee and the Lessee hereby leases the Project from the Issuer upon the terms and conditions of this Agreement. The term of this Agreement shall commence on the date of issuance of the Bonds, and shall expire on the date when the Bonds are paid or otherwise satisfied in full as provided in the Indenture, and all other sums payable by or on behalf of the Lessee under this Agreement shall have been paid or otherwise satisfied, except for obligations of the Lessee under Sections 4.2, 5.4 and 5.5 hereof.

(b) The Issuer covenants with the Lessee that so long as the Lessee observes and performs the terms and conditions of this Agreement, the Lessee shall have during the lease term sole and exclusive possession of the Project, and the Lessee shall be entitled to quiet enjoyment of the Project, except that the Issuer does not covenant any greater title or enjoyment than the Lessee has previously conveyed or shall cause to be conveyed to the Issuer.

(c) The Lessee covenants and agrees that upon the sale and delivery by the Issuer of the Bonds, the Lessee will make or cause to be made Lease Payments or otherwise satisfy the Lease Payments during the term of the Agreement directly to the Trustee or as otherwise set forth in an agreement pursuant to Section 3.9 of the Indenture for the account of the Issuer, as and for the repayment of the Bond Service Charges on the Bonds on December 31, commencing December 31, 2001:

The Lessee agrees to have paid to the Trustee, the Paying Agent, the Authenticating Agent, the Registrar and any other such fiduciary, the reasonable and necessary fees and expenses of such fiduciary, as and when the same become due, upon submission of a statement therefor.

In the event the Lessee should fail to satisfy the terms of this Section, the item or installment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid or otherwise satisfied, and the Lessee agrees to satisfy the same.

In the event the Lessee should fail to satisfy any of the Lease Payments required in this Section when due, the failure shall continue as an obligation of the Lessee until the amount in default shall have been fully satisfied.

The Lessee also agrees that it shall satisfy the Lease Payments provided in this Agreement regardless of whether or not the Project is used or useful, existing or non-existing or whether any applicable laws, regulations or standards prevent or prohibit the use of the Project.

So long as no Event of Default has occurred and is subsisting hereunder, Lease Payments shall be used by the Trustee for satisfaction of Bond Service Charges.

Except for such interest of the Lessee as may hereafter arise pursuant to Section 10.2 hereof or Section 5.8 of the Indenture, the Lessee and the Issuer each acknowledges that neither the Lessee nor the Issuer has any interest in the Bond Fund and any moneys deposited therein shall be in the custody of and held by the Trustee in trust for the benefit of the Holders.

Section 4.2 <u>Additional Payments</u>. The Lessee shall cause to be paid to the Issuer, as Additional Payments hereunder, any and all costs and expenses incurred or to be paid by the Issuer in connection with the issuance and delivery of the Bonds and Additional Bonds or otherwise related to actions taken by the Issuer under this Agreement or the Indenture.

Section 4.3 <u>Place of Payments</u>. The Lessee shall make all monetary Lease Payments directly to the Trustee at its principal corporate trust office or as otherwise set forth in any agreement entered into in accordance with Section 3.9 of the Indenture. Additional Payments shall be made directly to the person or entity to whom or to which they are due.

Section 4.4 <u>In-Lieu of Payments</u>. The Lessee shall pay to the Issuer, pursuant to the In-Lieu of Tax Payments Agreement (the "Tax Payments Agreement"), as set forth in <u>Exhibit D</u> attached hereto, In-Lieu of Payments (as defined in the Tax Payments Agreement) on behalf of the Issuer beginning in 2003 in accordance with the schedule included therein.

Section 4.5 <u>Obligations Unconditional</u>. Subject to Section 10.10, the obligations of the Lessee to make Lease Payments and Additional Payments shall be absolute and unconditional, and the Lessee shall make such payments or otherwise satisfy the Lease Payments and Additional Payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Lessee may have or assert against the Issuer, the Trustee or any other Person.



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Section 4.6 <u>Assignment of Agreement and Revenues</u>. To secure the payment of or otherwise satisfy Bond Service Charges, the Issuer shall assign to the Trustee, by the Indenture, its rights under and interest in this Agreement (except for the Unassigned Issuer's Rights) and the Revenues. The Lessee hereby agrees and consents to those assignments.

#### **ARTICLE 5**

# ADDITIONAL AGREEMENTS AND COVENANTS

Section 5.1 <u>Right of Inspection</u>. Subject to reasonable security and safety regulations and upon two Business Days' notice, the Trustee, and its agents, shall have the right during normal business hours to inspect the Project and the books and records of the Lessee with respect thereto.

Section 5.2 <u>Assignment by Lessee</u>. This Agreement may be assigned by the Lessee subject to each of the following conditions:

(a) The assignee shall assume in writing the obligations of the Lessee hereunder to the extent of the interest assigned.

(b) The Lessee shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Issuer and the Trustee a true and complete copy of each such assumption of obligations and assignment.

Section 5.3 Special Covenants. The Lessee covenants as follows:

(a) The Lessee will promptly cause to be paid, as the same become due, (i) all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any machinery, equipment or other property installed or brought by the Lessee therein or thereon, (ii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, and (iii) all assessments and charges lawfully made by any governmental authority for public improvement, as such assessments and charges become due. The Lessee may in good faith contest or litigate any such taxes, assessments and other charges, and, in the event of such contest or litigation, may permit the taxes, assessments or other charges so contested or litigated to remain unpaid during the period of such contest or litigation and any appeal therefrom, if, during such period enforcement of any such contested or litigated item shall be effectively stayed. Further the Lessee may and in its own name apply for any tax exemption from payment in lieu of taxes allowed by the Commonwealth, or any political or taxing subdivision thereof under any existing or future provision of law which grants or may grant any such tax exemption or exemptions from payments in lieu of taxes;

(b) The Lessee acknowledges and agrees that the Issuer shall have no obligation to insure the Project or any part thereof, and no responsibility for any damage or destruction thereof. During the acquisition, construction, installation and equipping of the Project, and throughout the Lease Term, the Lessee shall cause the Project to be insured against such property and personal injury risks as is consistent with its insurance practices in effect from time to time, including self insurance. In lieu of separate insurance policies, such insurance may



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be in the form of a blanket insurance policy or policies of the Lessee. Insurance policies may be written with deductible amounts and exceptions and exclusions as the Lessee deems necessary in the normal course of its business. The Issuer and the Trustee shall be named as additional insureds under any such insurance policy or policies, as their respective interests may appear. The Net Proceeds of the insurance carried pursuant to the provisions of this Section 5.3(b) shall be paid to the Lessee and applied to the repair or replacement of the Project, the redemption of the Bonds or any portion thereof, or for such other use as the Lessee shall determine; provided, however, that no damage to, or destruction of, the Project shall affect the Lessee's obligation to pay rent hereunder, or entitle the Lessee to reduce or otherwise diminish its rental payments.

The Lessee shall furnish to the Issuer and the Trustee at closing and annually thereafter a certificate of the Authorized Lessee Representative or other evidence satisfactory to the Issuer and the Trustee that it is in compliance with the requirements of this Section 5.3(b) and that such insurance provides coverage of at least **[\$5,000,000]** for third party liability.

All claims made under any insurance policies carried pursuant to the requirement of this Section 5.3(b), regardless of amount, may be adjusted by the Lessee with the insurers.

Section 5.4 Indemnification. In addition to, and not in lieu of, the indemnification provided in Section 5.5 hereof, the Lessee releases the Issuer and the Trustee from, agrees that the Issuer and the Trustee shall not be liable for, and causes to be indemnified the Issuer and the Trustee against, all liabilities, claims, and reasonable out of pocket costs and expenses imposed upon, incurred by or asserted against the Issuer or the Trustee on account of: (a) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the maintenance, operation and use of the Project; (b) any breach or default on the part of the Lessee in the performance of any covenant or agreement of the Lessee under this Agreement, or any related document, or arising from any act or failure to act by the Lessee, or any of its agents, contractors, servants, employees or licensees; (c) the authorization, issuance, sale, trading, redemption or servicing of the Bonds, and the provision of any information or certification furnished in connection therewith concerning the Bonds, the Project or the Lessee including, without limitation, any information furnished by the Lessee for, and included in, or used as a basis for preparation of, any certifications furnished by the Issuer; (d) any failure of compliance with the provisions of the Act; and (e) any claim, action or proceeding brought with respect to the matters set forth in (a), (b), (c) and (d) above.

The Lessee agrees to indemnify the Trustee for and to hold it harmless against all liabilities, claims, and reasonable out of pocket costs and expenses incurred without gross negligence or willful misconduct on the part of the Trustee, on account of any action taken or omitted to be taken by the Trustee in accordance with the terms of this Agreement, the Bonds or the Indenture, including the acceptance and administration of the trusts established under the Indenture or any action taken at the request of or with the consent of the Lessee, including the costs and expenses of the Trustee in defending itself against any such claim, action or proceeding brought in connection with the exercise or performance of any of its powers or duties under this Agreement, the Bonds or the Indenture.

The Lessee agrees to have indemnified the Issuer for and to hold it harmless against all liabilities, claims, and reasonable out of pocket costs and expenses incurred on the part of the

Issuer on account of any alleged defect in the title of the Project Site, including the costs and expenses of the Issuer in defending itself against any such claim, action or proceeding brought in connection with the alleged defect.

In case any action or proceeding is brought against the Issuer or the Trustee in respect of which indemnity may be sought hereunder, the party seeking indemnity promptly shall give notice of that action or proceeding to the Lessee, and the Lessee upon receipt of that notice shall have the obligation and the right to have assumed the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the Lessee from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Lessee. At its own expense, an indemnified party may employ separate counsel and participate in the defense. The Lessee shall not be liable for any settlement made without its consent, which consent shall not be unreasonably withheld.

The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers and employees of the Issuer and the Trustee, respectively. That indemnification is intended to and shall be enforceable by the Issuer and the Trustee, respectively, to the full extent permitted by law.

# Section 5.5 Environmental Use of Project.

The Lessee shall cause the Project not to be used in any manner so as to violate any applicable law, rule, regulation or ordinance of any governmental body or in such manner as to vitiate insurance upon the Project.

(a) The Lessee agrees to and shall indemnify, hold harmless, and defend the Issuer, its members, officials, agents and employees from and against any and all claims, losses, damages, expenses, causes of action, lawsuits, government regulatory enforcement actions, and liability (individually, a "Claim" collectively, "Claims") asserted against the Issuer arising out of alleged or actual "environmental contamination" (hereinafter defined) arising from the Project.

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

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

(d) The Issuer shall cooperate with the Lessee, including but not limited to, assisting in defense Claims, but solely at the cost of Lessee. In the event the Issuer provides notice to the Lessee under Section 5.5(c), the Lessee shall handle and control the defense of all Claims and the Lessee's decision on litigation and settlement and all other such aspects shall be

final; provided, however, no settlement or decision shall impose upon the Issuer by apportionment or otherwise, any loss, damage or liability as a result thereof.

(e) The provisions of this Section 5.5 shall survive the termination of this Lease and shall continue in full force and effect, binding the Lessee to the provisions of this Section 5.5 without regard to the manner of termination of this Lease.

#### **ARTICLE 6**

#### **REDEMPTION OF PROJECT BONDS**

Section 6.1 <u>Optional Redemption</u>. At any time and from time to time, the Lessee may deliver moneys or evidence of other consideration to the Trustee in addition to Lease Payments or Additional Payments required to be made. Any moneys so delivered shall be held by the Trustee in a special account in the Bond Fund and delivery of those moneys or evidence of other consideration shall not operate to abate or postpone Lease Payments or Additional Payments otherwise becoming due or to alter or suspend any other obligations of the Lessee under this Agreement. Such optional redemption shall be in accordance with the provisions of Section 4.1(b) of the Indenture.

Section 6.2 <u>Actions by Issuer</u>. At the request of the Lessee or the Trustee, the Issuer shall take all steps required of it under the applicable provisions of the Indenture or the Bonds to effect the redemption of all or a portion of the Bonds pursuant to this Article 6.

#### **ARTICLE 7**

# EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default. Each of the following shall be an Event of Default:

(a) The Lessee shall fail to pay or otherwise satisfy any Lease Payment when due and such nonpayment or nonsatisfaction shall continue for a period of twenty (20) days after notice from the Trustee of such nonpayment or nonsatisfaction is provided to the Lessee;

(b) The Lessee shall fail to provide satisfaction acceptable to the Holders or fail to deliver to the Trustee, or cause to be delivered on its behalf, the moneys in order to redeem any outstanding Bonds in the manner and upon the date requested in writing by the Trustee when due;

(c) The Lessee shall fail to observe and perform any other agreement, term or condition contained in this Agreement and the continuation of such failure for a period of sixty days after notice thereof shall have been given to the Lessee by the Issuer or the Trustee, or for such longer period as the Issuer and the Trustee may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Lessee institutes or has instituted curative action within the applicable period and diligently pursues that action to completion;

Notwithstanding the foregoing, if, by reason of Force Majeure or other similar circumstance beyond the control of the Lessee, the Lessee is unable to perform or observe any agreement, term or condition hereof (other than the payment or satisfaction of Lease Payments) which would give rise to an Event of Default under subsection (c) hereof, the Lessee shall not be deemed in default during the continuance of such inability. However, the Lessee shall promptly give notice to the Trustee and the Issuer of the existence of an event of Force Majeure and shall use its best efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within its discretion.

The term Force Majeure shall mean, without limitation, Acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the Commonwealth or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; riots, epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornados; storms; droughts; floods, arrests; restraint of government and people; explosions; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation not the fault of the Lessee.

Section 7.2 <u>Remedies on Default</u>. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) The Issuer may accelerate the total of all the Lease Payments;

(b) If acceleration of the principal amount of the Bonds has been declared pursuant to Section 7.3 of the Indenture, the Trustee shall declare all Lease Payments to be immediately due, whereupon the same shall become immediately due;

(c) The Issuer or the Trustee may have access to, inspect, examine and make copies of the books, records, accounts and financial data of the Lessee pertaining to the Project; or

(d) The Issuer or the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of the Lessee under those instruments.

Notwithstanding the foregoing, the Issuer shall not be obligated to take any steps which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Issuer at no cost or expense to the Issuer. Any amounts collected as Lease Payments or applicable to or in satisfaction of Lease Payments and any other amounts which would be applicable to payment or in satisfaction of Bond Service Charges collected pursuant to action taken under this Section shall be paid, if moneys, into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the outstanding Bonds have been paid or otherwise satisfied and discharged in accordance with the provisions of the Indenture, shall be paid or otherwise satisfied as provided in Section 5.8 of the Indenture for transfers of remaining amounts in the Bond Fund.

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The provisions of this Section are subject to the further limitation that the rescission by the Trustee of its declaration that all of the Bonds are immediately due also shall constitute an annulment of any corresponding declaration made pursuant to subsection (b) of this Section and a waiver and rescission of the consequences of that declaration and of the Event of Default with respect to which that declaration has been made, provided that no such waiver or rescission shall extend to or affect any subsequent or other default or impair any right consequent thereon.

If an Event of Default shall happen and is continuing, in case there shall be pending proceedings for the bankruptcy or for the reorganization of the Lessee under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Lessee or in the case of any other similar judicial proceedings relative to the Lessee, or to the creditors or property of the Lessee, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Agreement, irrespective of whether the principal of the Bonds or any amount thereunder shall then be due as therein or herein expressed or by declaration or otherwise, and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of this Section 7.2 or of Section 7.2 of the Indenture, and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Lessee, its creditors, or its property, and to collect and receive any moneys or other property payable or of its charges and expenses; and any receiver, assignee or trustee in bankruptcy is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including reasonable counsel fees incurred by it up to the date of such distribution.

Section 7.3 <u>No Remedy Exclusive</u>. No remedy conferred upon or reserved to the Issuer or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, the Issuer or the Trustee must notify the Lessee upon the occurrence of an Event of Default.

Section 7.4 <u>Agreement to Pay Attorneys' Fees and Expenses</u>. If an Event of Default should occur and the Issuer or the Trustee should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement, the Lessee shall have reimbursed the Issuer and the Trustee, as applicable, for the reasonable expenses so incurred upon demand.

Section 7.5 <u>No Waiver</u>. No failure by the Issuer or the Trustee to insist upon the strict performance by the Lessee of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Lessee to observe or comply with any provision hereof.

Section 7.6 <u>Notice of Default</u>. The Lessee shall have delivered to the Trustee promptly upon becoming aware of the occurrence of any Event of Default hereunder a certificate

of any Authorized Lessee Representative or the Lessee to such effect setting forth the details thereof and the actions to be taken with respect thereto.

#### **ARTICLE 8**

# DAMAGE, DESTRUCTION AND CONDEMNATION

Section 8.1 <u>Damage and Destruction</u>. Unless the Lessee shall have exercised its options to prepay the Bonds in whole, terminate the Lease Term and purchase the Project, if prior to payment in full of the Bonds the Project is damaged or destroyed by fire or other casualty, the Lessee shall be obligated to continue to cause to be paid or otherwise satisfied the Lease Payments and shall promptly replace, repair, rebuild or restore the property damaged to substantially the same condition as existed prior to the event causing such damage, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Lessee and as will not impair operating unity of the Project or change its character to such an extent that its ownership by the Issuer would not be permitted under the Act.

Section 8.2 <u>Condemnation</u>. Unless the Lessee shall have exercised its options to prepay the Bonds in whole, terminate the Lease Term and purchase the Project, if the title in and to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Lessee shall be obligated to continue to cause to be paid or otherwise satisfied the Lease Payments, and, to the extent the Lessee deems it necessary, shall cause the restoration of the Project to substantially the same condition as it existed prior to the exercise of the said power of eminent domain, or shall acquire and install other machinery, equipment or related property suitable for the Lessee's operations at the Project, title to which machinery, equipment or related property will be conveyed to the Issuer by bill of sale and which will be deemed a part of the Project and available for use and occupancy by the Lessee without additional Lease Payments.

Section 8.3 <u>Proceeds of Insurance and Condemnation Awards</u>. All Net Proceeds of insurance resulting from claims for such losses and all Net Proceeds of any condemnation award shall be paid to the Lessee.

#### **ARTICLE 9**

#### CONVEYANCE OF PROJECT TO LESSEE; GRANTS OF EASEMENTS

Section 9.1 <u>Option to Purchase Unimproved Project Site</u>. The Lessee shall have, and is hereby granted, an option to purchase any unimproved portion of the Project Site at any time, at a purchase price equal to \$1.00 per acre of the portion of the Project Site to be purchased, provided that it furnishes the Issuer and Trustee with the following:

(a) a written notice containing (i) an adequate legal description of that portion of, or interest in, the Project Site with respect to which such option is to be exercised, (ii) a statement that the Lessee intends to exercise its option to purchase such portion of, or interest in,

the Project Site on a date stated, which shall not be less than five (5) days nor more than ninety (90) days from the date of such notice, and (iii) proof that the portion of the Project Site to be conveyed is not necessary for the use and occupancy of the Project; and

(b) an amount of money or other consideration equal to the purchase price computed as provided in this Section, together with any other costs incurred by the Issuer associated with such conveyance.

The Issuer agrees that upon receipt of the notice, certificate and money or other consideration required in this Section to be furnished to it by the Lessee, the Issuer will promptly deliver the same to the Trustee for deposit in the Bond Fund, if money, and secure from the Trustee a release from the liens and/or security interests afforded by the Indenture of such portion of, or interest in, the Project Site with respect to which the Lessee shall have exercised the option granted to it in this Section subject to any right and title reserved in and to the Issuer and that thereafter such portion or interest shall not be deemed to be a portion of the Project Site. If the Lessee shall exercise the option granted to it under this Section, the Lessee shall not be entitled to any diminution in or postponement or abatement of the rents payable under this Agreement.

If the Lessee purchases any unimproved part of, or interest in, the Project Site pursuant to this Section, the Lessee and the Issuer agree that all walls presently standing or hereafter erected on or contiguous to the boundary line of the portion of, or interest in, the Project Site so purchased shall be party walls and each party grants the other a 10-foot easement adjacent to any such party wall for the purpose of inspection, maintenance, repair and replacement thereof and the tying-in of new construction.

Section 9.2 <u>Conveyance upon Expiration of Term of Agreement</u>. When the term of this Agreement has expired and the Bondholder certifies to the Issuer that all of the Bonds, including principal and interest and all other obligations incurred and to be incurred by the Issuer in connection with the Project and under the Indenture and this Agreement have been satisfied and Section 9.4 hereof has been satisfied, the Issuer shall promptly, or direct the Trustee promptly to, have transferred, conveyed, released, alienated, assigned and set over to the Lessee all of the Trustee's and the Issuer's title and interest in and to the Project by a good and sufficient deed and such other legal instruments as may be required therefor. The obligations specified in this section shall be and remain prior and superior to the Indenture and may be exercised whether or not the Lessee is in default hereunder provided that such default will not result in nonfulfillment of any condition to this right.

Section 9.3 <u>General Option to Purchase Prior to Expiration of Agreement</u>. The Lessee shall have and may exercise on any date upon which the Bonds may be redeemed pursuant to the Indenture prior to the expiration of the term of this Agreement, the option to purchase the Project under the provisions of this Section upon paying or causing to be paid to the Trustee or otherwise satisfying the purchase price therefor in an amount as provided in Section 9.4 of this Agreement. The Lessee may exercise such option by giving written notice thereof to the Issuer and the Trustee pursuant to Article 10hereof and by making payments or otherwise providing consideration as provided in this Agreement.

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Section 9.4 <u>Purchase Price</u>. The purchase price pursuant to Section 9.2 of this Agreement shall be the sum of One Dollar (\$1.00) plus, in the case of Section 9.3, such additional amount, if any, which, with all other funds available therefor, or other consideration in lieu thereof, will be sufficient to provide for satisfaction of all Bonds in conformity with the Indenture and all other obligations incurred and to be incurred by the Issuer in connection with the Project and under the Indenture and this Agreement. Such satisfaction of the Bonds shall include the Bond Service Charges for all of the Bonds, and any expenses in connection with such satisfaction.

Section 9.5 Date of Settlement. The purchase price of the Project under Section 9.4 of this Agreement shall be paid or otherwise satisfied on a date of settlement and at a place to be mutually agreed upon by the Trustee, the Issuer and the Lessee which shall be on or after the maturity date or the redemption date of the Bonds in whole. The purchase price, if in money, shall be paid to the Trustee on behalf of the Issuer in such coin or currency of the United States of America or in direct United States Government Obligations, or adequate consideration for the purchase price shall otherwise be provided and the Issuer shall contemporaneously convey to the Lessee all of the Issuer's right, title and interest in and to the Project by a good and sufficient deed and such other legal instruments as shall be required therefor. The Lessee shall cause to be borne all costs and expenses in connection with the preparation of the documents of conveyance and the delivery hereof and all fees, assessments, taxes and charges incurred by the Issuer and payable in connection with the conveyance of title to the Project. Upon conveyance of title and payment therefor as aforesaid, this Agreement shall cease and terminate and all obligations of the Lessee hereunder, except obligations pertaining to Sections 4.2, 5.4 and 5.5 of this Agreement, shall be terminated and extinguished.

In no event, however, shall title to the Project be conveyed to the Lessee until the Bondholder certifies to the Issuer that all of the Bonds, including principal and interest, and all other obligations incurred by the Issuer under the Indenture and this Agreement have been satisfied.

Section 9.6 <u>Easements</u>. Upon the request by or on behalf of the Lessee, the Issuer agrees to grant, modify or release to the Lessee or other parties during the term of this Agreement, such easements with respect to the Project Site, as the Lessee may need or desire in order to conduct its business, or commence construction or improvement on or about the property of the Lessee.

#### ARTICLE 10

#### MISCELLANEOUS

Section 10.1 <u>Term of Agreement</u>. This Agreement shall be and remain in full force and effect from the date of delivery of the Bonds to the Original Purchaser until such time as all of the obligations and requirements of Article 9 hereof have been satisfied, except that the obligations of the Lessee set forth in Sections 4.2, 5.4 and 5.5 hereof shall survive any termination of this Agreement.



Section 10.2 <u>Amounts Remaining in Funds</u>. Any amounts in the Bond Fund remaining unclaimed by the Holders of Bonds for seven years after the due date thereof (whether at stated maturity, by redemption or otherwise), at the option of the Lessee, shall be deemed to belong to and shall be paid to the Lessee.

Section 10.3 <u>Notices</u>. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when received by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address. A duplicate copy of each notice, certificate, request or other communication given hereunder to the Issuer, the Lessee or the Trustee shall also be given to the others. The Lessee, the Issuer and the Trustee, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 10.4 Extent of Covenants of the Issuer; No Personal Liability. All covenants, obligations (including the obligation to pay or otherwise satisfy Lease Payments), and agreements (collectively hereinafter referred to as the "Covenants") of the Issuer contained in this Agreement or the Indenture shall be effective to the extent authorized and permitted by applicable law. No such Covenant shall be deemed to be a Covenant of any present or future director, officer, agent or employee of the Issuer, the Legislative Authority, the Commonwealth, any agency or political subdivision thereof in other than his official capacity, and neither the directors of the Legislative Authority nor any official executing the Bonds nor any official, employee or agent of the Issuer, the Commonwealth, any agency or political subdivision thereof shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the Covenants of the Issuer contained in this Agreement or in the Indenture. THE BONDS AND THE COVENANTS SHALL NOT BE DEEMED TO BE DEBTS OR OBLIGATIONS OF THE ISSUER, THE COMMONWEALTH OR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF, INCLUDING BUT NOT LIMITED TO THE LEGISLATIVE AUTHORITY (EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION 10.4).

Section 10.5 <u>Binding Effect</u>. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Issuer, the Lessee and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Issuer except to the Trustee, or as provided by law, pursuant to the Indenture or as otherwise may be necessary to enforce or secure payment or satisfaction of Bond Service Charges. This Agreement may be enforced only by the parties, their assignees and others who may, at law, stand in their respective places. It is understood that the Lessee has an unrestricted right to assign all or any part of its rights and obligations in the Lease, subject to the requirements of Section 5.2 hereof

Section 10.6 <u>Amendments and Supplements</u>. Except as otherwise expressly provided in this Agreement or the Indenture, subsequent to the issuance of the Bonds and prior to all conditions provided for in the Indenture for release of the Indenture having been met, this Agreement may not be effectively amended, changed, modified, altered or terminated except in accordance with the provisions of Article 11 of the Indenture, as applicable, and to provide for the lease of additional portions of the Project to the Issuer.

Section 10.7 <u>Execution Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 10.8 <u>Severability</u>. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 10.9 <u>Governing Law</u>. This Agreement shall be deemed to be a contract made under the laws of the Commonwealth and for all purposes shall be governed by and construed in accordance with the laws of the Commonwealth.

Section 10.10 <u>Certificates by Lessor and Lessee</u>. Each party hereto agrees at any time and from time to time during the term of this Lease, within 15 days after written request from the other party, to execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Lease Payments and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such certificate, the other party hereto is in default in the performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge and containing such other information as may be reasonably requested.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK. SIGNATURES ON FOLLOWING PAGES]

ULDHAM	COUNTY	
D663	PG	50

IN WITNESS WHEREOF, the Issuer and the Lessee have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

(SEAL)

COUNTY OF OLDHAM, KENTUCKY, as Issuer

Title:

ATTEST:

# COMMONWEALTH OF KENTUCKY ) COUNTY OF <u>Oldham</u> ) SS:

I, the undersigned, Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that on the <u>23</u><sup>M</sup> day of <u>04</u>, 2000, the foregoing instrument (including Exhibits A, B, C and D attached) was produced to me in said County by John W. Black, and Ann B. Brown, personally known to me and personally known by me to be the County Judge/Executive and Fiscal Court Clerk, respectively, of the County, and acknowledged by them to be their free act and deed as County Judge/Executive and Fiscal Court Clerk respectively, of said Issuer and the free act and deed of said County as authorized by an ordinance of said Issuer.

Witness my hand this 23<sup>11</sup> day of Oct., 2000.

My Commission expires:

November 23, 2003 Dinne C. Eldred of

	ULUFAM COUNTY	
	D663 PG 5	1
	BLUEGRASS GENERATION COMPANY, L.L.C., as Lessee	
	By:	
STATE OF Ducas	)	
COUNTY OF Harris	) SS:	

I, the undersigned, Notary Public in and for the \_\_\_\_\_\_ and County aforesaid, do hereby certify that on the <u>Ask</u> day of <u>Loventer</u>, 2000, the foregoing instrument (including Exhibits A, B, C and D attached) was produced to me in said County by Bluegrass Generation Company, L.L.C., and acknowledged by him to be hisher free act and deed.

Witness my hand this 28th day of New , 2000. 1XC explanes:L NOTARY PUBLIC, STATE OF TEXAS COMMISSION EXPIRES is L. Civerl 20, 2003 SEPT NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

Alex P. Herrington, Jr. (Miles) STITES & HARBISON 1800 Capital Holding Center 400 West Market Street Louisville, Kentucky 40202-3352 (502) 587-3400

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OI DHAM COUNTY

EXHIBIT A

PROJECT SITE

### EXHIBIT A

Being a tract of land located in Oldham County, Kentucky being the same property conveyed to James C. Carpenter and Frank G. Otte by Deed as recorded in Deed Book 321, Page 255 and being a portion of the same property conveyed to James C. Carpenter and Frank G. Otte by deed as recorded in Deed Book 321, Page 203. All Deed Books, Plat Books and Will Books referenced herein are recorded in the office of the Oldham County Court Clerk. Unless otherwise stated herein, any monument referred to as a "I.R. with cap" is a <sup>1</sup>/<sub>2</sub>" diameter steel number 4 bar, 18" long with yellow plastic cap stamped "Prop. Cor. LS 1771". All bearings herein are referenced from the state plane coordinate system. Said Tract "A" Being more particularly described as follows:

Beginning at an I.R. with cap in the South line of the CSX railroad property, being 33.00 feet from the center of the main track, being a common corner with the North East corner of a tract of land conveyed to Leslie E. Whiteley and Deni Hamilton as recorded in Deed Book 316, Page 438; thence, leaving said Leslie E. Whiteley and Deni Hamilton and following said South line of the CSX railroad North 45° 09' 19" East, 282.24 feet to an I.R. with cap; thence North 31° 51' 08" West, 10.26 feet to a 1/2" Diameter iron pipe found, being 23 feet South of the main track; thence, North 44° 58' 07" East, 972.39 feet to an I.R. with cap, being 24.6 feet South of the main track; thence North 59° 23' 00" East, 82.46 feet to an I.R. with cap, being 45.0 feet South of the main track; thence, North 44° 47' 30" East, 161.84 feet to an I.R. with cap, being 45.0 feet South of the main track; thence, North 21° 02' 56" West passing a 1/2" Diameter iron rod at 3.1 feet, 21.92 feet in all to an I.R. with cap, being 25.0 feet from the main track; thence, North 44° 56' 46" East, 700.62 feet to an I.R. with cap, being in the east line of the Louisville Gas & Electric Company easement; thence, leaving said CSX Railroad with a new line following the east edge of said easement South 06° 35' 56" West, 2929.38 feet to an I.R. with cap, being in the proposed right-of-way of the Business Park Access Road; thence, leaving the east line of said easement and following the North line of said proposed right-of-way South 55° 52' 28" West, 329.88 feet to an I.R. with cap; thence, leaving said proposed right-of-way North 30° 44' 03" West, 509.10 feet to an I.R. with cap, being a common corner with said Leslie E. Whiteley and Deni Hamilton; thence, leaving said new line and following said Leslie E. Whiteley and Deni Hamilton North 49° 44' 29" West, 158.99 feet to a railroad spike in a fence post found; thence, North 35° 36' 26" West, 376.37 feet to a 1/2" diameter iron rod found; thence, North 31° 26' 04" West, 278.85 feet to a railroad spike in a walnut tree at the corner of a fence found; thence, North 37° 08' 04" East, 121.41 feet to a 1/2" Diameter iron rod found; thence, North 38° 11' 22" West 439.08 feet to the POINT OF BEGINNING containing 53.33 acres more or less.

TOGETHER WITH temporary construction easement rights and rights of egress and ingress as set forth in Construction Easement recorded in Deed Book 633, Page 184, said records, over and across the property described in Exhibit A-1 attached hereto.

Being the same property acquired by County of Oldham, Kentucky, a political subdivision duly organized and validly existing under the laws of the Commonwealth of Kentucky, by Deed dated November 30, 2000, of record in Deed Book 2663, Page 15, in the Office of the Clerk of Oldham County, Kentucky.

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ULDHAM COUNTY D663 PG 54

**EXHIBIT A-1** 

#### TEMPORARY CONSTRUCTION EASEMENT "A" (6.48 Acres)

Being a Temporary Easement located within the bounds of a tract of land located in Oldham County Kentucky, conveyed to James C. Carpenter and Frank G. Otte by Deed as recorded in Deed Book 321, Page 203. All Deed Books, Plat Books and Will Books referenced herein are recorded in the office of the Oldham County Court Clerk. Unless otherwise stated herein, any monument referred to as an "I. R. with cap" is a ½" diameter steel number 4 bar, 18" long with yellow plastic cap stamped "Prop. Cor. LS 1771". All bearings herein are referenced from the state plane coordinate system. Said Temporary Construction Easement being more particularly described as follows:

Beginning at an I. R. with cap in the South line of the CSX railroad property, being 33.00 feet from the center of the main track, being a common corner with the Northeast corner of a tract of land conveyed to Leslie E. Whiteley and Deni Hamilton as recorded in Deed Book 316, Page 438 and being the northwest corner of Trad "A" as shown on a Boundary Survey by Kiesel/Meyer Engineers, Planners and Surveyors, Inc. dated 2-09-99; thence, leaving said CSX and following said Leslie E. Whiteley and Deni Hamilton and Tract "A" S38-11'22'E 439.08 feet to a 1/2" diameter iron rod; thence, S37+08'04"W 121.41 feet to a railroad spike in a walnut tree; thence, S31+26'04"E 278.85' to a 1/2' diameter iron rod; thence, S35-36'26"E 376.37 feet to a railroad spike in a post; thence, S49-44'29"E 158.99 feet to an I. R. with cap being a common corner with the remaining lands of said Carpenter and Otte; thence, leaving said Leslie E. Whiteley and Deni Hamilton and following said Trad "A" \$30-44'03"W 509.10 feet to an I. R. with cap being in the north line of the Business Park Road as recorded in Deed Book 612, Page 103; thence, following said road and said Tract "A" N55.52'28"W 329.88 feet to an I.R. with cap and being the TRUE POINT OF BEGINNING; thence, leaving said road and following said Tract "A" N06-35'56"E 1106.00 feet to a point; thence, leaving said Tract "A" with a new easement line within the bounds of said Carpenter and Otte S30-44'03'E 846.14 feet to a point in the north line of said road; thence, leaving said new line and following said road with a curve to the left having a radius of 4850.00 feet and the chord being S57-21'18'W 250.63 feet to a point; thence, S55+52'28"W 420.98 feet to the TRUE POINT OF BEGINNING

Said Temporary Easement containing 6.48 Acres more or less and subject to all legal right-of-way, easements, exceptions and restrictions. Being Easement "A" as shown on the Temporary Construction Easement Plat dated 12-09-99 by Kiesel/Meyer Engineers, Planners and Surveyors, Inc.

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#### **EXHIBIT A-1 CONTINUED**

#### TEMPORARY CONSTRUCTION EASEMENT "B" (8.52 Acres)

Being a Temporary Easement located within the bounds of a tract of land located in Oldham County Kentucky, conveyed to James C. Carpenter and Frank G. Otte by Deed as recorded in Deed Book 321, Page 203. All Deed Books, Plat Books and Will Books referenced herein are recorded in the office of the Oldham County Court Clerk. Unless otherwise stated herein, any monument referred to as an "I. R. with cap" is a ½" diameter steel number 4 bar, 18" long with yellow plastic cap stamped "Prop. Cor. LS 1771". All bearings herein are referenced from the state plane coordinate system. Said Temporary Construction Easement being more particularly described as follows:

Beginning at an I. R. with cap in the South line of the CSX railroad property, being 33.00 feet from the center of the main track, being a common corner with the Northeast corner of a tract of land conveyed to Leslie E. Whiteley and Deni Hamilton as recorded in Deed Book 316, Page 438 and being the northwest corner of Tract "A" as shown on a Boundary Survey by Kiesel/Meyer Engineers, Planners and Surveyors, Inc. dated 2-09-99; thence, leaving said CSX and following said Leslie E. Whiteley and Deni Hamilton and Tract "A" S38-11'22"E 439.08 feet to a 1/2" diameter iron rod; thence, S37+08'04"W 121.41 feet to a railroad spike in a walnut tree; thence, S31+26'04"E 278.85' to a 1/2" diameter iron rod; thence, \$35-36'26'E 376.37 feet to a railroad spike in a post; thence, \$49-44'29'E 158.99 feet to an I. R. with cap being a common corner with the remaining lands of said Carpenter and Otte; thence, leaving said Leslie E. Whiteley and Deni Hamilton and following said Tract "A" S30-44'03"W 509, 10 feet to an I. R. with cao being in the north line of the Business Park Road as recorded in Deed Book 512, Page 103; thence, leaving said Tract "A" and crossing said road S30-44'03"E 100.17 feet to a point in the south line of said road and being the TRUE POINT OF BEGINNING; thence, following the south line of said road N55-52'28'E 756.78 feet to a point; thence, with a curve to the right having a radius of 4750.00 feet and the chord being N57-21'02'E 244.72 feet to a point; thence, leaving said road with new easement lines within the bounds of said Carpenter and Otte S30-44'03"E 330.12 feet to a point; thence, S51-51'49"W 1008 44 feet to a point; thence, N30-44'03"W 407.10 feet to the TRUE POINT OF BEGINNING

Said Temporary Easement containing 8.52 Acres more or less and subject to all legal right-of-way, easements, exceptions and restrictions. Being Easement '8' as shown on the Temporary Construction Easement Plat dated 12-09-99 by Kiesel/Meyer Engineers, Planners and Surveyors, Inc.

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EXHIBIT B

# EQUIPMENT LIST

NONE

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OLDHAM COUNTY D663 PG 57

#### EXHIBIT C

#### FORM OF DISBURSEMENT REQUEST

# STATEMENT NO. \_\_ REQUESTING DISBURSEMENT OF FUNDS FROM PROJECT FUND PURSUANT TO SECTION 3.4 OF THE LEASE AGREEMENT DATED AS OF NOVEMBER 1, 2000 BETWEEN THE COUNTY OF OLDHAM, KENTUCKY AND BLUEGRASS GENERATION COMPANY, L.L.C.

Pursuant to Section 3.4 of the Lease Agreement (the "Agreement") between the County of Oldham, Kentucky (the "Issuer") and Bluegrass Generation Company, L.L.C. (the "Lessee") dated as of November 1, 2000, the undersigned Authorized Lessee Representative hereby requests and authorizes Bank One Trust Company, National Association, as Trustee (the "Trustee") with the prior written acknowledgement of receipt of this Disbursement Request by the Trustee (as depository of the Project Fund created by the Trust Indenture, dated as of November 1, 2000, by and between the Issuer and the Trustee, and defined in the Agreement), to pay (i) to the Lessee or to the person(s) listed on the Disbursement Schedule hereto, and (ii) thereafter to the Lessee out of the moneys deposited in the Project Fund the aggregate sum of \$\_\_\_\_\_\_ and to pay such person(s) or to reimburse the Lessee in full, as indicated in the Disbursement Schedule, attached hereto, for the advances, payments and expenditures made by it in connection with the items listed in the Disbursement Schedule.

In connection with the foregoing request and authorization, the undersigned hereby certifies that:

- (a) Each item for which disbursement is requested hereunder is properly payable out of the Project Fund in accordance with the terms and conditions of the Agreement and none of those items has formed the basis for any disbursement heretofore made from said Project Fund.
- (b) Each such item is or was necessary in connection with the acquisition, construction, equipping and installation of the Project, as defined in the Agreement.
- (c) The Lessee has received, or will concurrently with payment receive appropriate waivers of any mechanics' or other liens with respect to each item for which disbursement is requested hereunder.
- (d) This statement and all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warranty, protection and authority to the Trustee for its actions taken pursuant hereto.
(e) This statement constitutes the approval of the Lessee of each disbursement hereby requested and authorized.

[The remainder of this page is left intentionally blank. Signatures appear on the following page.]



OLOUIAN COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_\_, 2000.

#### Authorized Lessee Representative

Acknowledged Receipt of Disbursement Request No. \_\_\_\_:

This \_\_\_\_\_ day of \_\_\_\_\_\_, 2000.

BANK ONE TRUST COMPANY, NATIONAL ASSOCIATION

By:

Title:

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#### DISBURSEMENT SCHEDULE

STATEMENT NO. \_\_\_\_\_ REQUESTING AND AUTHORIZING DISBURSEMENT OF FUNDS FROM PROJECT FUND PURSUANT TO SECTION 3.4 OF THE LEASE AGREEMENT DATED AS OF NOVEMBER 1, 2000 BETWEEN THE COUNTY OF OLDHAM, KENTUCKY AND BLUEGRASS GENERATION COMPANY, L.L.C.

PAYEE

#### AMOUNT

PURPOSE

OLDHAM COUNTY D663 PG 61

### EXHIBIT D

#### IN-LIEU OF TAX PAYMENTS AGREEMENT

D663 PG 62

#### IN-LIEU OF TAX PAYMENTS AGREEMENT

THIS IN-LIEU OF TAX PAYMENTS AGREEMENT (the "In-Lieu of Agreement") made and entered into as of November 1, 2000, by and between the COUNTY OF OLDHAM, KENTUCKY (the "Issuer"), a political subdivision, duly organized and validly existing under the laws of the Commonwealth of Kentucky, and BLUEGRASS GENERATION COMPANY, L.L.C., a Delaware limited liability company (the "Lessee").

#### RECITALS

WHEREAS, the Issuer is assisting the Lessee in funding the acquisition, construction, installation and equipping of a natural gas fired electric power generation facility on certain property located in the Oldham County, Kentucky (the "Project") through the issuance from time to time of up to four series of bonds in the aggregate principal amount not to exceed \$200,000,000 and designated County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2000A, Series 2000B, Series 2001A and Series 2002A (Bluegrass Generation Company, L.L.C. Project) (the "Bonds"); and

WHEREAS, in connection with the issuance of the Bonds the Project will be conveyed to the Issuer and leased back to the Lessee, resulting in the Project being exempt from real and personal property taxes which have been or could be levied in the future, including but not limited to taxes imposed by the Issuer and taxes imposed for and/or collected on the Issuer's behalf, including the ad valorem and franchise tax imposed on operating property under Section 136.120 of the Kentucky Revised Statutes (the "Taxes"); and

WHEREAS, the Issuer and the Lessee wish to enter into this In-Lieu of Agreement under which the Lessee will make payments (the "In-Lieu of Payments") in-lieu of the Taxes and

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comply with certain other covenants as both are set forth in the Letter Agreement, dated as of August 28, 2000, by and between the Lessee and the Issuer (the "Letter Agreement") attached hereto and incorporated herein by reference as Exhibit A.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein, the parties agree as follows:

1. The Lessee will make the In-Lieu of Payments to the Issuer on behalf of the Issuer in the amount and manner set forth in the Letter Agreement. The Lessee agrees that it has complied or will comply with all covenants set forth in the Letter Agreement.

2. Subject to the Lessee making In-Lieu of Payments and its compliance with the other terms of the Letter Agreement, the Lessee shall not be liable for any additional Taxes in connection with the Project.

3. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the Issuer and the Lessee have caused this Agreement to be

duly executed as of the date hereinbefore written.

BLUEGRASS GENERATION COMPANY, L.L.C. By: Rick A. Bowen, Executive Vice President

COUNTY OF OLDHAM, KENTUCKY

By:\_\_\_\_\_

Title:\_\_\_\_\_

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IN WITNESS WHEREOF, the Issuer and the Lessee have caused this Agreement to be duly executed as of the date hereinbefore written.

BLUEGRASS GENERATION COMPANY, L.L.C.

By:\_\_\_

Rick A. Bowen, Executive Vice President

COUNTY OF OLDHAM, KENTUCKY By: Title: mp en

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#### EXHIBIT A

#### LETTER AGREEMENT, DATED AS OF AUGUST 28, 2000, BY AND BETWEEN COUNTY OF OLDHAM, KENTUCKY AND BLUEGRASS GENERATION COMPANY, LLC.

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Bluegrass Generation Company, L.L.C. 1000 Louisiana, Suite 5800 Houston, Texas 77002

August 28, 2000

Oldham County Fiscal Court Oldham County, Kentucky

Ladies and Gentlemen:

In connection with our ongoing discussions relating to a proposed natural gas-fired electric power generation facility (the "Facility") to be built by Bluegrass Generation Company, L.L.C. ("Bluegrass") on that certain property located in the Oldham County Business Park, Oldham County, Kentucky, bearing the legal description set forth in the attached Exhibit A (the "Property"), we have discussed certain terms and conditions pursuant to which the Oldham County Fiscal Court (the "Fiscal Court"), acting on behalf of Oldham County (the "County"), would support the siting, construction and operation of the Facility on the Property (the "Project"). On March 16, 1999, the Fiscal Court approved Resolution No. 03-16-99-01 (the "Resolution of Support"), expressing the Fiscal Court's support for the Project, subject to certain terms and conditions set forth therein. The purpose of this letter agreement (this "Agreement") is to evidence the agreements reached as a result of the discussions between Bluegrass and the Fiscal Court and to satisfy the requirement set forth in the Resolution of Support that Bluegrass and the Fiscal Court enter into an agreement that supports and controls the development and operation of the Facility. When accepted by the County in the manner hereinafter provided, this Agreement will constitute a valid and binding agreement between the County and Bluegrass with respect to the matters discussed herein. Bluegrass and the County may be referred to herein, collectively, as the "Parties," and, individually, as a "Party." The Parties hereby agree as follows:

1. <u>Binding Nature</u>. This Agreement constitutes a valid and binding agreement of the Parties with respect to the subject matter hereof, and the Parties acknowledge that, except as further agreements, documents or instruments may be expressly contemplated herein, this Agreement states all of the principal and essential terms with respect thereto.

2. <u>Commitments by Bluegrass</u>. In order to provide certain assurance to the County, Bluegrass hereby agrees to comply with each of the following agreements:

A. The Facility will comply with all applicable current and future county, state and federal regulatory requirements including, but not limited to, air regulations, water regulations, and zoning regulations.

B. Bluegrass will cooperate with the County on the preparation and implementation of a landscaping plan that retains existing mature trees wherever possible, and provides for the planting of additional trees in an attempt to create a buffer to soften the Facility's appearance to surrounding properties and provide for an attractive setting within the Business Park. The County's participation in the landscaping plan will be review and evaluation of the landscaping plan. The review and evaluation of the landscaping plan shall be administered by staff in the Oldham County Planning and Zoning Commission Office.

C. Bluegrass will prepare and submit for county review and evaluation a final site plan that complies with all applicable zoning regulation requirements prior to physical construction activity on the site. The County's review and evaluation of the final site plan shall be administered by staff in the Oldham County Planning and Zoning Commission Office.

D. Bluegrass will prepare and submit for county review and evaluation an erosion and dust control plan that prevents the tracking of unreasonable amounts of mud onto adjacent roads or the migration of dust onto adjacent properties during construction. The County's review and evaluation of the erosion and dust control plan shall be administered by staff in the Oldham County Planning and Zoning Commission Office.

E. Bluegrass shall use good engineering and construction practices during the construction of the facility. Bluegrass will use all reasonable efforts to address any complaints raised by the County in a timely manner regarding these matters during the construction of the facility.

F. Bluegrass will pave all access and egress driveways and parking lots.

G. Bluegrass will provide for the detention and acceptable discharge rate of stormwater generated from all impervious surfaces including but not limited to buildings, parking lots, driveways, and equipment/machinery pads. Stormwater detention shall be engineered and constructed to maintain a pre-development stormwater runoff discharge rate.

H. Bluegrass shall engineer and construct the turbine exhaust stacks with adequate height to insure that local topographic features do not limit proper air dispersion in a manner that would create an improper health or public safety hazard for the citizens of the County.

I. Bluegrass shall conduct a noise impact study to establish the existing baseline noise levels for the subject site. An official copy of the noise impact study shall be provided to the Oldham County Planning and Zoning Commission Office.

J. Bluegrass shall engineer and construct the Facility so as not to generate noise that exceeds 68 db(A), 400 feet from the fenced perimeter of the approximately 18 acre plant footprint.

K. Phase One, or simple cycle operation, shall be allowed to discharge all wastewater (including sanitation, washdown wastewater and evaporative cooler discharge water) to the Buckner sewage treatment plant as permitted and agreed to by the Oldham County Sanitation District. Phase Two, or combined cycle operation, shall discharge only sanitary wastewater and washdown wastewater to the Buckner sewage treatment plant as permitted and agreed to by the Oldham County Sanitation District. Water generated from the condensing or cooling towers shall not be discharged to the Buckner sewage treatment plant unless it is otherwise permitted and agreed to by the Oldham County Sanitation District.

L. Bluegrass shall provide to the Oldham County Planning and Zoning Commission Office true and complete copies of all air and water discharge permit applications made to state and federal regulatory agencies for local review and evaluation.

M. Bluegrass will encourage its management and employees to participate in Oldham County community events.

N. Bluegrass will use good operating practices in the maintenance of the facility and site.

O. Bluegrass acknowledges and agrees that it is locally approved and supported to construct a natural gas fired power plant. Operation of the Facility on any alternate fuel or the conversion of the Facility to a fuel other than natural gas is not approved.

P. Bluegrass shall engineer and install all exterior lighting so as not to create a spillover lighting nuisance for adjoining properties.

Q. Bluegrass shall not install any lighting on the turbine exhaust stacks unless required by state or federal regulatory agencies for public or worker safety purposes.

R. Bluegrass and the County will mutually agree upon the neutral paint color to be applied to the turbine exhaust stacks. The County's mutual agreement of the neutral paint color shall be administered by staff in the Oldham County Planning and Zoning Commission Office.

S. Bluegrass shall utilize the planned Business Park roadway as its primary point of vehicular access. Highway 146 may be utilized as the primary point of vehicular access only until completion of the planned Business Park Roadway.

T. Bluegrass shall construct the foundation of the Facility's turbines with acceptable good engineering practices to prevent vibration nuisances off site.

3. <u>Bluegrass Financial Support</u>. In order to assist the County in defraying certain infrastructure expenses associated with the Project, and to provide additional benefit to the County and its citizens, Bluegrass shall pay the following amounts, upon the occurrence of the following events:

A. Bluegrass shall make a single lump sum payment to the Oldham County Fiscal Court in the amount of \$800,000 within sixty days after the physical construction of the Facility has commenced.

B. If Bluegrass is successful in negotiating a water supply agreement with the Oldham County Water District (the "<u>Water District</u>"), Bluegrass shall make a single lump sum payment to the Water District in the minimum amount of \$800,000 as shall be defined in such water supply agreement. The lump sum payment to the Water District is intended to partially defray the cost of constructing a water tower to support the development of the Oldham County Business Park.

Bluegrass shall make an annual lump sum payment to the Oldham County Fiscal C. Court in lieu of all property or similar taxes in an amount equal to \$565,000 per year. The annual lump sum payment shall be paid once a year for a term of twenty years. The initial lump payment shall be paid on or before January 20th of the year following the Facility's start up date and subsequent lump sum payments shall be paid in the applicable year on or before January 20th. The County agrees to authorize, sell and issue, at the appropriate time upon the request of Bluegrass, Industrial Building Revenue Bonds ("Bonds") for the benefit of Bluegrass in a principal amount equal to the actual Facility cost, up to \$200 million, for the purpose of paying the costs of acquisition, rehabilitation, construction and installation of the Facility and entering into a lease agreement (the "Lease Agreement") with Bluegrass at the appropriate time, provided that, (a) the Bonds will not be general obligations of the County and will not constitute or give rise to any pecuniary liability whatsoever of the County or any charge against its general credit or taxing power, but rather will be secured and payable solely from payments received from Bluegrass under the contemplated Lease Agreement, and (b) the terms of the Bonds, the Lease Agreement and other documentation related to the proposed Bond issue shall be subject to the approval of the County. The County further acknowledges that, in reliance upon prior discussions between representatives of Bluegrass and the County, the Resolution of Support and this Agreement, Bluegrass may proceed with planning and design of the Facility and may, prior to the issuance of the Bonds, initiate acquisition, rehabilitation, construction and installation of the Facility, all with the expectation that Bluegrass will be reimbursed for its payment of Facility costs from proceeds of the Bonds, as and when issued. The County hereby confirms such expectations of Bluegrass and authorizes Bluegrass to proceed with such acquisition, rehabilitation., construction and installation, subject to the provisions of the Resolution.

D. Bluegrass shall be temporarily released of all agreed to financial support obligations during any period for which Bluegrass has elected to close the Facility for commercial operation. Such closure of the Facility for commercial operation shall not occur more than twice during the aforementioned twenty year period of financial support obligations. Bluegrass shall notify the Oldham County Fiscal Court in writing of any such decision to close the Facility for commercial operation no fewer than six months prior to the date on which it intends to so close the Facility and shall pay the applicable pro-rata share of its financial support obligations hereunder for the year of any such closure, including any financial support obligations relating to the six-month notice period. If Bluegrass subsequently decides to reopen the Facility, a lump sum payment for all missed financial support obligations shall be retroactively made to the County within 90 days after the Facility restarts.

E. Bluegrass shall be finally released of all agreed to financial support obligations with the County only after the Facility is dismantled and the site is reclaimed in accordance with good engineering practices.

Oldham County Fiscal Court Oldham County, Kentucky Page 5



4. <u>Fiscal Court Support</u>. The Fiscal Court, acting on behalf of the County represents that it has examined the proposal by Bluegrass to construct, own and operate the Facility on the Property as a simple cycle facility as well as the intended conversion of the Facility to combined cycle operation and that it believes such proposal is in the best interests of the citizens of Oldham County, Kentucky. The Fiscal Court further represents that it has the authority to execute this agreement on behalf of the County and that the agreements set forth herein will be binding upon the Fiscal Court and the County, and any other political subdivision or agency of the County affected hereby. The Fiscal Court agrees that it and the County will (i) support the Facility as a whole, (ii) actively support the permitting of the Project by federal, state and local governmental authorities and (iii) support and defend the agreements set forth herein.

#### 5. <u>Governing Law.</u> THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITHIN THE LAWS OF THE STATE OF KENTUCKY WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES WHICH, IF APPLIED, MIGHT PERMIT OR REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

6. <u>Further Assurances</u>. Subject to the terms and conditions set forth in this Agreement, each of the Parties agrees to use all reasonable efforts to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. In case, at any time after the execution of this Agreement, any further action is necessary or desirable to carry out its purposes, the proper officers or directors of the Parties shall take or cause to be taken all such necessary action.

7. <u>Termination</u>. If Bluegrass fails to receive all of the necessary local, state and federal permits to build, own and operate the plant, or if Bluegrass elects for any other reason to terminate the Project, Bluegrass may terminate this Agreement by delivering written notice of such termination to the County and Bluegrass shall have no obligation to make any of the defined payments described in <u>Section</u> <u>4</u>.

8. <u>No Third-Party Benefit</u>. Nothing contained in this Agreement shall be construed to confer any right, benefit or interest upon any person or entity, other than the Parties.

9. <u>Miscellaneous</u>. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors and assigns, including, without limitation, any successor agency to the Fiscal Court and any successor owner of the Facility. This Agreement may be executed in counterparts, any one of which may be by facsimile followed thereafter by the originally executed document forwarded promptly thereafter to the other Party hereto, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

#### [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Oldham County Fiscal Court Oldham County, Kentucky Page 6

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If the foregoing accurately represents your understanding of the agreement of the Parties, please so indicate by signing this Agreement in the appropriate space provided below.

Sincerely,

## BLUEGRASS GENERATION COMPANY, L.L.C.

By: Title:

Printed Name: Rick A. Bowen Title: Executive Vice President

#### AGREED TO AND ACCEPTED AS OF THE DATE OF THIS AGREEMENT

QIDHAM

OLDHAM COUNTY, KENTUCKY FISCAL COURT By: Printed Name:

Title:

# OLDHAM COUNTY



DOCUMENT ND: 225827 RECORDED ON: NOVEMBER 30,2000 02:01:08PM TOTAL FEES: \$108.00 COUNTY CLERK: ANN B BROWN COUNTY: OLDHAM COUNTY DEPUTY CLERK: MICHELE A OVERMAN

BOOK D663 PAGES 23 - 73

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OLDHAM COUNTY D700 PG 139

#### FIRST AMENDMENT TO LEASE AGREEMENT

between

#### THE COUNTY OF OLDHAM, KENTUCKY

and

#### BLUEGRASS GENERATION COMPANY, L.L.C.

#### \$157,498,252 COUNTY OF OLDHAM, KENTUCKY INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2001A (BLUEGRASS GENERATION COMPANY, L.L.C. PROJECT)

Dated

as of

December 27, 2001



STITES & HARBISON, PLLC BOND COUNSEL

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#### FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") made and entered into as of December 27, 2001, by and between the COUNTY OF OLDHAM, KENTUCKY, a political subdivision, duly organized and validly existing under the laws of the Commonwealth of Kentucky (the "Issuer"), and BLUEGRASS GENERATION COMPANY, L.L.C., as Lessee (the "Lessee"), under the following circumstances summarized in the following recitals (capitalized terms used and not otherwise defined herein shall have the meaning given such terms in the Lease Agreement (the "Original Agreement") dated as of November 1, 2000, by and between the Issuer and the Lessee, as amended by this First Amendment):

#### WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 103 of the Kentucky Revised Statutes, as supplemented and amended (the "Act"), the Issuer is authorized and empowered to issue its revenue bonds and to enter into lease agreements for the purpose of facilitating the acquisition, construction, improving, equipping and financing of industrial buildings constituting a "project" within the meaning of the Act; and

WHEREAS, in order to further the purposes of the Act, the Issuer ordained on October 17, 2000, by Ordinance 2000-220-375, to issue from time to time up to four series of bonds in an aggregate principal amount not to exceed \$200,000,000 and denominated County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2000A, Series 2000B, Series 2001A, and Series 2002A (as applicable) (Bluegrass Generation Company, L.L.C. Project) (the "Bonds") to assist in financing the acquisition, construction, equipping and installation of the Project with the proceeds thereof and to lease the Project to the Lessee, which Project is situated on the Project Site as more fully described in <u>Exhibit "A"</u> (which <u>Exhibit "A"</u> amends the Exhibit A attached to the Original Agreement), attached hereto and incorporated herein by reference; and

WHEREAS, in connection with the issuance of such bonds, the Lessee and the Issuer entered into the Original Agreement, as recorded on November 30, 2000 in Deed Book No. 663, Page 23, in the Oldham County Court Clerk's Office, pursuant to which the Lessee promised to pay or otherwise satisfy specified rents and other payments which will be sufficient to pay or otherwise satisfy the principal of and the interest on the Bonds and to pay certain administrative expenses in connection with the Bonds; and

WHEREAS, in November 2000, the Issuer issued its County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2000A (Bluegrass Generation Company, L.L.C. Project) in the amount of \$1,000,000 (the "Series 2000A Bonds"); and

WHEREAS, the Series 2000B Bonds were never issued; and

WHEREAS, in furtherance of the purposes of the Act and in order to promote the economic development of the Commonwealth of Kentucky, relieve conditions of unemployment

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and otherwise contribute to the accomplishment of the purposes of the Act and to promote and accomplish such purposes the Issuer has proposed to issue from time to time during the years 2001 and 2002 the two remaining series of the Bonds denominated "County Of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2001A and Series 2002A (as applicable) (Bluegrass Generation Company, L.L.C. Project)"; and

WHEREAS, it is necessary to amend certain provisions of the Original Agreement to indicate the Issuer's intent to issue during the year 2001 a second series of the Bonds in the principal amount not to exceed \$157,498,252 and denominated "County Of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2001A (Bluegrass Generation Company, L.L.C. Project)" (the "Series 2001A Bonds") and to amend <u>Exhibit "B"</u> of the Original Agreement to reflect the description of changes to the Project as financed through the issuance of the Series 2001A Bonds; and

WHEREAS, the Lessee and the Issuer each has the full right and lawful authority to enter into this First Amendment and perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree, each with the other, as follows:

#### ARTICLE I.

Section 1.1 [Intentionally Omitted]

#### ARTICLE II.

Section 2.1 [Intentionally Omitted]

#### ARTICLE III.

Amendment to Exhibit B. Exhibit "B" to the Original Agreement, which exhibit lists the personal property, including equipment, incorporated into the Project as work in progress as of the date of the issuance of each series of Bonds, is hereby amended in its entirety by that certain Exhibit "B", attached hereto and incorporated herein by reference, to reflect the description of such additional equipment incorporated into the Project as work in progress as of the date of the Series 2001A Bonds, such additional equipment being financed through the issuance of the Bonds (inclusive of the equipment financed through the issuance of the Series 2001A Bonds).

#### ARTICLE IV.

<u>Section 4.1</u> <u>Terms and Conditions in Full Force and Effect</u>. Except as amended by this First Amendment, the terms, conditions, representations, warranties, covenants and agreements of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Issuer and Lessee have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

ATTEST:	COUNTY OF OLDHAM, KENTUCKY, as Issuer	
BY: Cun B. Brown - Oldham County Clerk	BY: A.W. Show County Judge/Executive	
COMMONWEALTH OF KENTUCKY	) ) SS:	
COUNTY OF OLDHAM	) 55.	

I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that on the 18th day of December, 2001, the foregoing instrument (including that certain Exhibit "B" attached hereto) was produced to me in said County by John W Black, and Ann B. Brown personally known to me and personally known by me to be the County Judge/Executive and County Clerk, respectively, of the County of Oldham, Kentucky, and acknowledged by them to be their free act and deed as County Judge/Executive and County Clerk, respectively, of said Issuer and the free act and deed of said Issuer as authorized by an ordinance of said Issuer.

Witness my hand this 18th day of December, 2001.

My Commission Expires:

R. Fendle

OLDHAM COUNTY D700 PG 143

# BLUEGRASS GENERATION COMPANY, L.L.C.

By: Name: Title: STATE OF Tixas SS: COUNTY OF Harris

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that on the <u>1440</u> day of December, 2001, the foregoing instrument (including that certain <u>Exhibit "B"</u> attached hereto) was produced to me in said County by <u>160</u> <u>160</u>

Witness my hand this  $14^{H}$  day of December, 2001.

My Commission Expires:

2.18.04





#### THIS INSTRUMENT PREPARED BY AND UPON RECORDING RETURN TO:

Kathleen O. McKune

Stites & Harbison, PLLC 400 West Market Street Suite 1800 Louisville, Kentucky 40202 (502) 587-3400

DT00 PG 145

EXHIBIT "A"

#### **PROJECT SITE**

#### **EXHIBIT A**

# OLDHAM COUNTY

#### Tract A:

Being a tract of land located in Oldham County, Kentucky being the same property conveyed to James C. Carpenter and Frank G. Otte by Deed as recorded in Deed Book 321, Page 255 and being a portion of the same property conveyed to James C. Carpenter and Frank G. Otte by deed as recorded in Deed Book 321, Page 203. All Deed Books, Plat Books and Will Books referenced herein are recorded in the office of the Oldham County Court Clerk. Unless otherwise stated herein, any monument referred to as a "I.R. with cap" is a ½" diameter steel number 4 bar, 18" long with yellow plastic cap stamped "Prop. Cor. LS 1771". All bearings herein are referenced from the state plane coordinate system. Said Tract "A" Being more particularly described as follows:

Beginning at an I.R. with cap in the South line of the CSX railroad property, being 33.00 feet from the center of the main track, being a common corner with the North East corner of a tract of land conveyed to Leslie E. Whiteley and Deni Hamilton as recorded in Deed Book 316, Page 438: thence, leaving said Leslie E. Whiteley and Deni Hamilton and following said South line of the CSX railroad North 45° 09' 19" East, 282.24 feet to an I.R. with cap; thence North 31° 51' 08" West, 10.26 feet to a 1/2" Diameter iron pipe found, being 23 feet South of the main track; thence, North 44° 58' 07" East, 972.39 feet to an I.R. with cap, being 24.6 feet South of the main track; thence North 59° 23' 00" East, 82.46 feet to an I.R. with cap, being 45.0 feet South of the main track; thence, North 44° 47' 30" East, 161.84 feet to an I.R. with cap, being 45.0 feet South of the main track; thence. North 21° 02' 56" West passing a 1/2" Diameter iron rod at 3.1 feet, 21.92 feet in all to an I.R. with cap, being 25.0 feet from the main track; thence, North 44° 56' 46" East, 700.62 feet to an I.R. with cap, being in the east line of the Louisville Gas & Electric Company easement; thence, leaving said CSX Railroad with a new line following the east edge of said easement South 06° 35' 56" West, 2929.38 feet to an I.R. with cap, being in the proposed right-of-way of the Business Park Access Road; thence, leaving the east line of said easement and following the North line of said proposed right-of-way South 55° 52' 28" West, 329.88 feet to an I.R. with cap; thence, leaving said proposed right-of-way North 30° 44' 03" West, 509.10 feet to an I.R. with cap, being a common corner with said Leslie E. Whiteley and Deni Hamilton; thence, leaving said new line and following said Leslie E. Whiteley and Deni Hamilton North 49° 44' 29" West, 158.99 feet to a railroad spike in a fence post found; thence, North 35° 36' 26" West, 376.37 feet to a <sup>1</sup>/<sub>2</sub>" diameter iron rod found; thence, North 31° 26' 04" West, 278.85 feet to a railroad spike in a walnut tree at the corner of a fence found; thence, North 37° 08' 04" East, 121.41 feet to a 1/2" Diameter iron rod found; thence, North 38° 11' 22" West 439.08 feet to the POINT OF BEGINNING containing 53.33 acres more or less.

TOGETHER WITH temporary construction easement rights and rights of egress and ingress as set forth in Construction Easement recorded in Deed Book 633, Page 184, said records, over and across the property described in Exhibit A-1 attached hereto.

Being the same property acquired by County of Oldham, Kentucky, a political subdivision duly organized and validly existing under the laws of the Commonwealth of Kentucky, by Deed dated

DY010:00DY1:219798:LOUISVILLE 122101 November 30, 2000, of record in Deed Book D663, Page 15, in the Office of the Clerk of Oldham County, Kentucky.

Tract B:

Being the tract of ground as recorded as Tract #1 in Deed Book 316, Page 438 in the office of the Oldham County Court Clerk as conveyed to Leslie E. Whiteley and Deni Hamilton. Said land being more particularly described as follows:

BEGINNING at a set ¼ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a common corner with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 321; thence, leaving the common corner with Wallace C. and Pamela A. Wilson and following the common line of the CSX Railroad on a curve to the left with a radius of 1942.86 feet, the chord being N 53° 19' 01" E, 491.34 feet, to a set ½ inch by 18 inch iron rod with #1771 survey cap being a common corner with the third tract of Leslie E. Whiteley and Deni Hamilton as described in Deed Book 316, Page 438; thence, leaving the common line of the CSX Railroad and following the third tract of Leslie E. Whiteley and Deni Hamilton as described in Deed Book 316, Page 438; thence, leaving the common line of the CSX Railroad and following the third tract of Leslie E. Whiteley and Deni Hamilton C. and Pamela A. Wilson; thence, leaving the common corner of the third tract of Leslie E. Whiteley and Deni Hamilton and following the common and following the common corner with Wallace C. and Pamela A. Wilson; thence, leaving the common corner of the third tract of Leslie E. Whiteley and Deni Hamilton and following the common line of Wallace C. and Pamela A. Wilson; thence, leaving the common line of Wallace C. and Pamela A. Wilson as follows: N 80° 19' 25" W, 508.51 feet to a ½ inch by 18 inch iron rod with #1771 survey cap set at a wood fence post; thence N 25° 34' 03" W, 246.59 feet, to the POINT OF BEGINNING.

SAID PROPERTY Being located in Oldham County, Kentucky, containing 4.50 acres, more or less, and subject to all legal roadways, rights-of-way, easements and restrictions as shown on the survey by Kiesel/Meyer Engineers, Planners & Surveyors, Inc. dated January 5, 2001.

#### Tract C:

Being the tract of ground as recorded as Tract #2 in Deed Book 316, Page 438 in the office of the Oldham County Court Clerk as conveyed to Leslie E. Whiteley and Deni Hamilton. Said land being more particularly described as follows:

BEGINNING at a set 1/2 inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a common corner with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 321; thence, leaving the common corner with Wallace C. and Pamela A. Wilson and crossing the CSX Railroad N 25° 34' 03" W, 66.15 feet to a set mag. nail being the TRUE POINT OF BEGINNING and being the north line of the CSX Railroad as described in Deed Book 37, Page 333 and being a point in a private road as shown at station 59 + 57 on the Rightof Way and Track Map, Louisville and Nashville R.R. Co. Cincinnati Division, said point being in the south line of the remaining lands located between the CSX Railroad and the right-of-way of Kentucky Highway 146; thence, leaving the common line of the CSX Railroad and following the private road N 25° 34' 03" W, 20.05 feet, to a set mag. nail in the private road, being in the south right-of-way line of Kentucky Highway 146 as described in Deed Book 50, Page 91; thence, leaving the private road and following the south right-of-way line of Kentucky Highway 146 on a curve to the left with a radius of 1856.86 feet, the chord being N 55° 48' 18" E, 297.68 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap; thence, leaving the south rightof-way of Kentucky Highway 146 and following the remaining lands between the north line of the CSX Railroad and the south right-of-way line of Kentucky 146, S 38° 47' 33" E, 20.00 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap, being in the north line of the CSX Railroad; thence, leaving the remaining lands between the CSX Railroad and the right-of-way of Kentucky Highway 146 and following the north line of the CSX Railroad on a curve to the right with a radius of 1876.86 feet, the chord being S 55° 49' 36" W, 302.29 feet, to the TRUE POINT OF BEGINNING.

SAID PROPERTY Being located in Oldham County, Kentucky, containing 0.14 acres, more or less, and subject to all legal roadways, right-of-way, easements and restrictions as shown on the survey by Kiesel/Meyer Engineers, Planners & Surveyors, Inc. dated January 5, 2001.

Tract D:

Being the tract of ground as recorded as The Third Tract in Deed Book 316, Page 438 in the office of the Oldham County Court Clerk as conveyed to Leslie E. Whiteley and Deni Hamilton. Said land being more particularly described as follows:

BEGINNING at a set 1/2 inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a common corner with Tract #1 of Leslie E. Whiteley and Deni Hamilton as recorded in Deed Book 316, Page 438; thence, leaving the common corner of Tract #1 of Leslie E. Whiteley and Deni Hamilton and following the common line of the CSX Railroad as follows: on a curve to the left with a radius of 1942.86 feet, the chord being N 45° 29' 20" E, 38.23 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap; thence, N 44° 55' 31" E, 41.56 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap, being a common corner with Bluegrass Generation Company, L.L.C. as recorded in Deed Book 633, Page 179; thence, leaving the common line of the CSX Railroad and following the common line of Bluegrass Generation Company, L.L.C. as follows: S 38° 11' 22" E, 439.08 feet, to an existing iron rod; thence, S 37° 08' 04" W, 121.41 feet, to an existing railroad spike in a 30 inch walnut tree in a fence line; thence, S 31° 26' 04" E, 278.85 feet, to an existing 1/2 inch iron rod; thence, S 35° 36' 26" E, 376.37 feet to an existing railroad spike in a wood fence post; thence, S 49° 44' 29" E, 158.99 feet, to an existing 1/2 inch by 18 inch iron rod with #1771 survey cap, being a common corner with James C. Carpenter and Frank Otte as described in Deed Book 321, Page 203; thence, leaving the common corner of Bluegrass Generation Company, L.L.C. and following the common line of James C. Carpenter and Frank Otte as follows: S 14° 14' 50" W, 135.74 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap; thence, S 38° 46' 50" W, 104.16 feet, to an existing railroad spike in a wood fence post; thence, N 72° 34' 58" W, 232.00 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap in a fence line, being in a common line with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312, thence, leaving the common corner with James C. Carpenter and Frank Otte and following the common line with Wallace C. and Pamela A. Wilson N 19° 49' 26" W, 610.38 feet, to an existing one inch iron pipe at a fence intersection being a common corner with Tract #1 of Leslie E. Whiteley and Deni Hamilton; thence, leaving the common corner with Wallace C. and Pamela A. Wilson and following the common line of Tract #1 of Leslie E. Whiteley and Deni Hamilton N 19° 33' 28" W, 638.28 feet, to the POINT OF BEGINNING.

SAID PROPERTY Being located in Oldham County, Kentucky, containing 6.05 acres, more or less, and subject to all legal roadways, right-of-way, easements and restrictions as shown on the survey by Kiesel/Meyer Engineers, Planners & Surveyors, Inc. dated January 5, 2001.

Tract E:

# DT00 PG 150

TOGETHER WITH the right, along with others, to use the existing passway over the right of way of the L & N Railroad for ingress and egress to and from the above described Tracts #1 and #3 and Kentucky Highway 146, as described in Right of Passway, recorded in Deed Book 77, page 450, said records.

Tracts B, C, D and E being the same property acquired by the County of Oldham, Kentucky by General Warranty Deed dated December 27, 2001, and recorded in Deed Book <u>D7ev</u>, Page <u>192</u>, in the Office of the Clerk of Oldham County, Kentucky.

OLDHAM COUNTY D700 PG 151

#### TEMPORARY CONSTRUCTION EASEMENT "A" (6.48 Acres)

Being a Temporary Easement located within the bounds of a tract of land located in Oldham County Kentucky, conveyed to James C. Carpenter and Frank G. Otta by Deed as recorded in Deed Book 321, Page 203. All Deed Books, Plat Books and Will Books referenced herein are recorded in the office of the Oldham County Court Clerk. Unless otherwise stated herein, any monument referred to as an "I. R. with cap" is a ½" diameter steel number 4 bar, 18" long with yellow plastic cap stamped "Prop. Cor. LS 1771". All bearings herein are referenced from the state plane coordinate system. Said Temporary Construction Easement being more particularly described as follows:

Beginning at an I. R. with cap in the South line of the CSX railroad property, being 33.00 feet from the center of the main track, being a common corner with the Northeast corner of a tract of land conveyed to Leslie E. Whiteley and Deni Hamilton as recorded in Deed Book 316, Page 438 and being the northwest corner of Trad "A" as shown on a Boundary Survey by Kiesel/Meyer Engineers, Planners and Surveyors, Inc. dated 2-09-99; thence, leaving said CSX and following said Leslie E. Whiteley and Deni Hamilton and Tract "A" S38-11'22'E 439.08 feet to a 1/2" diameter iron rod; thence, S37+08'04"W 121.41 feet to a railroad spike in a walnut tree; thence, S31-26'04'E 278.85' to a 1/2' diameter iron rod; thence, S35-36'26'E 376.37 feet to a railroad spike in a post; thence, S49-44'29'E 158.99 feet to an I. R. with cap being a common corner with the remaining lands of said Carpenter and Otte; thence, leaving said Leslie E. Whiteley and Deni Hamilton and following said Trad "A" \$30-44'03"W 509.10 feet to an I. R. with cap being in the north line of the Business Park Road as recorded in Deed Bock 612, Page 103; thence, following said road and said Tract "A" N55-52'28'W 329.88 feel to an I.R. with cap and being the TRUE POINT OF BEGINNING; thence, leaving said road and following said Tract "A" N06-35'56"E 1106.00 feet to a point thence, leaving said Trad "A" with a new easement line within the bounds of said Carpenter and Otte S30-44'03'E 846.14 feet to a point in the north line of said road, thence, leaving said new line and following said road with a curve to the left having a radius of 4850.00 feet and the chord being S57+21'18'W 250.63 feet to a point; thence, \$55.52'28"W 420.98 feet to the TRUE POINT OF BEGINNING.

Said Temporary Easement containing 6.48 Acres more or tess and subject to all legal right-of-way, easements, exceptions and restrictions. Being Easement \*A\* as shown on the Temporary Construction Easement Plat dated 12-09-99 by Kiesel/Mayer Engineers, Planners and Surveyors, Inc.

#### EXHIBIT A-1 CONTINUED

#### TEMPORARY CONSTRUCTION EASEMENT "B" (8.52 Acres)

Being a Temporary Easement located within the bounds of a tract of land located in Oldham County Kentucky, conveyed to James C. Carpenter and Frank G. Otte by Deed as recorded in Deed Book 321, Page 203. All Deed Books, Plat Books and Will Books referenced herein are recorded in the office of the Oldham County Court Clerk. Unless otherwise stated herein, any monument referred to as an \*I. R. with cap\* is a ½\* diameter steel number 4 bar, 18\* long with yellow plastic cac stamped \*Prop. Cor. LS 1771\*. All bearings herein are referenced from the state plane coordinate system. Said Temporary Construction Easement being more particularly described as follows:

Beginning at an I. R. with cap in the South line of the CSX railroad property, being 33.00 feet from the center of the main track, being a common corner with the Northeast comer of a tract of land conveyed to Leslie E. Whiteley and Deni Hamilton as recorded in Deed Book 316, Page 438 and being the northwest corner of Tract "A" as shown on a Boundary Survey by Kiesel/Meyer Engineers, Planners and Surveyors, Inc. dated 2-09-99; thence, leaving said CSX and following said. Leslie E. Whiteley and Deni Hamilton and Tract "A" S38-11'22'E 439.08 feet to a 1/2" diameter iron rod; thence, S37+08'04'W 121.41 feet to a railroad spike in a walnut tree; thence, S31-26'04'E 278.85' to a 1/2' diameter iron rod; thence, \$35.36'26'E 376.37 feet to a railroad spike in a post; thence, \$49.44'29'E 158.99 feet to an I. R. with cap being a common comer with the remaining lands of said Carpenter and Otte; thence, leaving said Leslie E. Whiteley and Deni Hamilton and following said Trad "A" \$30-44'03"W 509.10 feet to an I. R. with cap being in the north line of the Business Park Road as recorded in Deed Book 612, Page 103; thence, leaving said Tract "A" and crossing said road \$30-44'03'E 100.17 feet to a point in the south line of said road and being the TRUE POINT OF BEGINNING; thence, following the south line of said road N55+52'28'E 756.78 feet to a point; thence, with a curve to the right having a radius of 4750.00 feet and the chord being N57.21'02'E 244.72 feet to a point, thence, leaving said road with new easement lines within the bounds of said Carpenter and Otte S30-44'03"E 330.12 feet to a point; thence, \$51.51'49"W 1008.44 feet to a point; thence, N30.44'03"W 407.10 feet to the TRUE POINT OF BEGINNING.

Said Temporary Easement containing 8.52 Acres more or less and subject to all legal right-of-way, easements, exceptions and restrictions. Being Easement \*8\* as shown on the Temporary Construction Easement Plat dated 12-09-99 by Kiesel/Meyer Engineers, Planners and Surveyors, Inc.

OLDHAM COUNTY D700 PG 153

# EXHIBIT "B"

## **EQUIPMENT LIST**

# D700 PG 154

# BLUEGRASS GENERATION COMPANY, LLC SCHEDULE of TOTAL ACTUAL COSTS AT DECEMBER 31, 2001

ITEM	TOTAL COSTS
Engineering, Procurement and Construction Costs	\$144,167,239
Development Costs	\$4,096,777
Pre-Operating Costs (Includes Ph. 1 Startup & Spare Parts)	\$393,949
Cap Interest & Financing Costs	\$9,840,287
Total Project Costs-To-Date	\$158,498,252
Less Series 2000 A Bonds	(\$1,000,000)
Total New Bond Issuance	\$157,498,252

## BLUEGRASS GENERATION COMPANY, LLC SCHEDULE of PROPERTY ON-SITE AT DECEMBER 31, 2001

	TOTAL
	COSTS
Turbines (by Dynegy)	\$91,777,017
Hot SCRs (by Dynegy)	\$6,290,675
Other Purchased Equipment (by Dynegy)	\$11,536
Engineering / Procurement / Construction Costs (by EPC)	\$36,747,026
Switchyard (by PMRI)	\$7,330,604
Other Contractors/Consultants/Testing/Inspections	\$195,304
Dynegy Internal EPC Costs (Labor/Expenses/3rd Party)	\$1,815,077
Total Engineering, Procurement and Construction	\$144,167,239
Costs-to-Date (excluding costs listed below)	The second s
Engineering, Procurement and Construction Costs Exclude:	
Oldham County Water Supply & Waste Water Connections*	\$106,863
Power Interconnect**	n/a
Fuel Gas Interconnect**	\$469,121
Oldham County Water District Contribution***	\$800,000
Total EPC Exclusions	\$1,375,984

\* Bluegrass Generation Company, L.L.C. paid for the connections of the Water Supply and the Waste Water lines to the plant on behalf of Oldham County

\*\* Bluegrass Generation Company, L.L.C. pays for the Power and Fuel Gas (Natural Gas) Interconnects, billed only for Gas Interconnect in 2001

\*\*\* Bluegrass Generation Company, L.L.C. paid a contribution to Oldham County Water District for the County construction of Infrastructure Upgrades

> DOCUMENT NO: 248110 RECORDED ON: DECEMBER 27,2001 12:45:45PM TOTAL FEES: \$37.00 COUNTY CLERK: ANN & BROWN COUNTY: OLDHAM COUNTY DEFUTY CLERK: MICHELE A OVERMAN

BUOK D700 PAGES 139 - 155

OLDHAM COUNTY D739 PG 44

#### SECOND AMENDMENT TO LEASE AGREEMENT

between

#### THE COUNTY OF OLDHAM, KENTUCKY

and

#### BLUEGRASS GENERATION COMPANY, L.L.C.

#### \$33,719,511 COUNTY OF OLDHAM, KENTUCKY INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2002A (BLUEGRASS GENERATION COMPANY, L.L.C. PROJECT)

Dated

as of

December 27, 2002

STITES & HARBISON, PLLC BOND COUNSEL

stites Harbista 400 w mendet; 1800 40202

DY010:00DY1:275550:LOUISVILLE
## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment") made and entered into as of December 27, 2002, by and between the COUNTY OF OLDHAM, KENTUCKY, a political subdivision, duly organized and validly existing under the laws of the Commonwealth of Kentucky (the "Issuer"), and BLUEGRASS GENERATION COMPANY, L.L.C., as Lessee (the "Lessee"), under the following circumstances summarized in the following recitals (capitalized terms used and not otherwise defined herein shall have the meaning given such terms in the Lease Agreement (the "Original Agreement") dated as of November 1, 2000, by and between the Issuer and the Lessee, as amended by the First Amendment to Lease Agreement (the "First Amendment"), dated as of December 27, 2001, and this Second Amendment:

## WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 103 of the Kentucky Revised Statutes, as supplemented and amended (the "Act"), the Issuer is authorized and empowered to issue its revenue bonds and to enter into lease agreements for the purpose of facilitating the acquisition, construction, improving, equipping and financing of industrial buildings constituting a "project" within the meaning of the Act; and

WHEREAS, in order to further the purposes of the Act, the Issuer ordained on October 17, 2000, by Ordinance 2000-220-375, to issue from time to time up to four series of bonds in an aggregate principal amount not to exceed \$200,000,000 and denominated County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2000A, Series 2000B, Series 2001A, and Series 2002A (as applicable) (Bluegrass Generation Company, L.L.C. Project) (the "Bonds") to assist in financing the acquisition, construction, equipping and installation of the Project with the proceeds thereof and to lease the Project to the Lessee, which Project is situated on the Project Site as more fully described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, in connection with the issuance of such bonds, the Lessee and the Issuer entered into the Original Agreement, as recorded on November 30, 2000 in Deed Book No. 663, Page 23, in the Oldham County Court Clerk's Office, as amended by the First Amendment, as recorded on December 27, 2001 in Deed Book No. 700, Page 139, in the Oldham County Court Clerk's Office, pursuant to which the Lessee promised to pay or otherwise satisfy specified rents and other payments which will be sufficient to pay or otherwise satisfy the principal of and the interest on the Bonds and to pay certain administrative expenses in connection with the Bonds; and

WHEREAS, in November 2000, the Issuer issued its County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2000A (Bluegrass Generation Company, L.L.C. Project) in the amount of \$1,000,000 (the "Series 2000A Bonds"); and

WHEREAS, the Series 2000B Bonds were never issued; and

# D739 PG 46

WHEREAS, in December 2001, the Issuer issued its County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2001A (Bluegrass Generation Company, L.L.C. project) in the amount of \$157,498,252 (the "Series 2001A Bonds"); and

WHEREAS, in furtherance of the purposes of the Act and in order to promote the economic development of the Commonwealth of Kentucky, relieve conditions of unemployment and otherwise contribute to the accomplishment of the purposes of the Act and to promote and accomplish such purposes the Issuer has proposed to issue from time to time during 2002 the remaining series of the Bonds denominated "County Of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2002A (Bluegrass Generation Company, L.L.C. Project)"; and

WHEREAS, it is necessary to amend certain provisions of the Original Agreement to indicate the Issuer's intent to issue during the year 2002 a third series of the Bonds in the principal amount not to exceed \$33,719,511 and denominated "County Of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2002A (Bluegrass Generation Company, L.L.C. Project)" (the "Series 2002A Bonds") and to amend <u>Exhibit "B"</u> of the Original Agreement to reflect the description of changes to the Project as financed through the issuance of the Series 2002A Bonds; and

WHEREAS, the Lessee and the Issuer each has the full right and lawful authority to enter into this Second Amendment and perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree, each with the other, as follows:

ARTICLE I.

Section 1.1 [Intentionally Omitted]

## ARTICLE II.

Section 2.1 [Intentionally Omitted]

### ARTICLE III.

Amendment to Exhibit B. Exhibit "B" to the Original Agreement, which exhibit lists the personal property, including equipment, incorporated into the Project as work in progress as of the date of the issuance of each series of Bonds, is hereby amended in its entirety by that certain Exhibit "B", attached hereto and incorporated herein by reference, to reflect the description of such additional equipment incorporated into the Project as work in progress as of the date of the Series 2002A Bonds, such additional equipment being financed through the issuance of the Bonds (inclusive of the equipment financed through the issuance of the Series 2001A Bonds and the Series 2002A Bonds).

# ARTICLE IV.

<u>Section 4.1</u> <u>Terms and Conditions in Full Force and Effect</u>. Except as amended by this Second Amendment, the terms, conditions, representations, warranties, covenants and agreements of the Original Agreement remain in full force and effect.

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OLDHAM	COUNTY
D739	PG 48

IN WITNESS WHEREOF, the Issuer and Lessee have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

ATTEST:	COUNTY OF OLDHAM, KENTUCKY, as Issuer
BY: <u>Linn</u> . <u>Srown</u> Oldham County Clerk	BY: Lv. Dunk County Judge/Executive
COMMONWEALTH OF KENTUCKY	)
COUNTY OF OLDHAM	) SS:

I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that on the  $4^{44}$  day of December, 2002, the foregoing instrument (including that certain <u>Exhibit</u> "B" attached hereto) was produced to me in said County by when <u>W. Black</u>, and <u>Ann B Birmon</u> personally known to me and personally known by me to be the County Judge/Executive and County Clerk, respectively, of the County of Oldham, Kentucky, and acknowledged by them to be their free act and deed as County Judge/Executive and County Clerk, respectively, of said Issuer and the free act and deed of said Issuer as authorized by an ordinance of said Issuer.

Witness my hand this 44 day of December, 2002.

My Commission Expires: nonimber 23,2003

Dianne C. Eldridge

	D739 PG 49
	BLUEGRASS GENERATION COMPANY, L.L.C. By: Name: Title:
STATE OF Texas	) ) SS: )

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that on the \_\_\_\_\_ day of December, 2002, the foregoing instrument (including that certain Exhibit "B" attached hereto) was produced to me in said County by Ruck A. Power, personally known to me to be the <u>Fuec</u>. Vice President of Bluegrass Generation Company, L.L.C., and acknowledged by him/her to be his/her free act and deed as such officer of such corporation.

Witness my hand this  $21^{\text{Sr}}$  day of  $\frac{\text{November}}{\text{December}}$ , 2002.

My Commission Expires:

DENISE L. O'NEILL NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES SEPT. 20, 2003 

Jeniz ( Cherri Denix L. O'Neill

OLDHAM COUNTY

Printed Name

This document perpared by.

Lyle Ross by Map

Steles ? Harbison

400 west Marked Street

Journa , KY 40200

G:\LEGAL\DPC\Bluegrass\Bond Docs\Series 2002A\2d AM Lease CLEAN 11.20.02.doc

## **EXHIBIT "A"**

## **PROJECT SITE**

# Tract A:

Being a tract of land located in Oldham County, Kentucky being the same property conveyed to James C. Carpenter and Frank G. Otte by Deed as recorded in Deed Book 321, Page 255 and being a portion of the same property conveyed to James C. Carpenter and Frank G. Otte by deed as recorded in Deed Book 321, Page 203. All Deed Books, Plat Books and Will Books referenced herein are recorded in the office of the Oldham County Court Clerk. Unless otherwise stated herein, any monument referred to as a "I.R. with cap" is a ½" diameter steel number 4 bar, 18" long with yellow plastic cap stamped "Prop. Cor. LS 1771". All bearings herein are referenced from the state plane coordinate system. Said Tract "A" Being more particularly described as follows:

Beginning at an I.R. with cap in the South line of the CSX railroad property, being 33.00 feet from the center of the main track, being a common corner with the North East corner of a tract of land conveyed to Leslie E. Whiteley and Deni Hamilton as recorded in Deed Book 316, Page 438; thence, leaving said Leslie E. Whiteley and Deni Hamilton and following said South line of the CSX railroad North 45° 09' 19" East, 282.24 feet to an I.R. with cap; thence North 31° 51' 08" West, 10.26 feet to a 1/2" Diameter iron pipe found, being 23 feet South of the main track; thence, North 44° 58' 07" East, 972.39 feet to an I.R. with cap, being 24.6 feet South of the main track; thence North 59° 23' 00" East, 82.46 feet to an I.R. with cap, being 45.0 feet South of the main track; thence, North 44° 47' 30" East, 161.84 feet to an I.R. with cap, being 45.0 feet South of the main track; thence, North 21° 02' 56" West passing a 1/2" Diameter iron rod at 3.1 feet. 21.92 feet in all to an I.R. with cap, being 25.0 feet from the main track; thence, North 44° 56' 46" East, 700.62 feet to an I.R. with cap, being in the east line of the Louisville Gas & Electric Company easement; thence, leaving said CSX Railroad with a new line following the east edge of said easement South 06° 35' 56" West, 2929.38 feet to an I.R. with cap, being in the proposed right-of-way of the Business Park Access Road; thence, leaving the east line of said easement and following the North line of said proposed right-of-way South 55° 52' 28" West, 329.88 feet to an I.R. with cap; thence, leaving said proposed right-of-way North 30° 44' 03" West, 509.10 feet to an I.R. with cap, being a common corner with said Leslie E. Whiteley and Deni Hamilton; thence, leaving said new line and following said Leslie E. Whiteley and Deni Hamilton North 49° 44' 29" West, 158.99 feet to a railroad spike in a fence post found; thence, North 35° 36' 26" West, 376.37 feet to a 1/2" diameter iron rod found; thence, North 31° 26' 04" West, 278.85 feet to a railroad spike in a walnut tree at the corner of a fence found; thence, North 37° 08' 04" East, 121.41 feet to a 1/2" Diameter iron rod found; thence, North 38° 11' 22" West 439.08 feet to the POINT OF BEGINNING containing 53.33 acres more or less.

TOGETHER WITH temporary construction easement rights and rights of egress and ingress as set forth in Construction Easement recorded in Deed Book 633, Page 184, said records, over and across the property described in Exhibit A-1 attached hereto.

# OLDHAM COUNTY D739 PG 51

Being the same property acquired by County of Oldham, Kentucky, a political subdivision duly organized and validly existing under the laws of the Commonwealth of Kentucky, by Deed dated November 30, 2000, of record in Deed Book D663, Page 15, in the Office of the Clerk of Oldham County, Kentucky.

# EXHIBIT "B"

# EQUIPMENT LIST

# BLUEGRASS GENERATION COMPANY, LLC SCHEDULE OF TOTAL ACTUAL COSTS AT DECEMBER 31, 2002

ltem	TOTAL COSTS
Engineering, Procurement and Construction Costs	\$162,479,722
Development Costs	\$5,157,367
Pre-Operating Costs (Incls Ph 1 Startup & Spare Parts)	\$10,169,907
Cap Interest & Financing Costs	\$14,410,767
Total Project Costs-To-Date	\$192,217,763
Less Series 2000 A Bonds	(\$1,000,000)
Less Series 2001 A Bonds	(\$157,498,252)
Total New Bond Issuance	\$33,719,511

# D739 PG 53

# BLUEGRASS GENERATIION COMPANY, LLC SCHEDULE OF PROPERTY ON-SITE AT DECEMBER 31, 2002

	TOTAL COSTS
Turbines (by Dynegy) Misc Equipment (by Dynegy) Engineering / Equipment / Construction Matl & Labor Costs (by EPC)	\$98,141,410 \$8,879,735 \$50,131,291
Fuel Gas Interconnect (Dynegy Portion Incl. In EPC) Switchyard/Transmission Lines (Bluegrass Owned Portion) Dynegy Internal EPC Costs (Labor/Expenses/3rd Party)	\$0 \$1,485,330 \$3,841,956
Total Engineering, Procurement and Construction Costs-to-Date (excluding costs listed below)	\$162,479,722
Engineering, Procurement and Construction Costs Excluded:	
Texas Gas Interconnect Costs LG&E 345 kV Transmission Line Upgrades Buckner Substation (Built by Dyengy Leased by LG&E) Wastewater Interconnect (Built by Dynegy OCSD) Contribution to Oldham Co. Water District	\$515,067 \$445,344 \$5,941,320 \$171,591 \$800,000

DOCUMENT NO: 272025 RECORDED ON: DECEMBER 27,2002 09:54:21AM TOTAL FEES: \$23.00 COUNTY CLERK: ANN B BROWN COUNTY: OLDHAM COUNTY DEPUTY CLERK: MICHELE A OVERMAN

\$800,000 \$7,873,322

BOOK 0739 PAGES 44 - 53

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# THIRD AMENDMENT TO LEASE AGREEMENT

between

# THE COUNTY OF OLDHAM, KENTUCKY

and

# BLUEGRASS GENERATION COMPANY, L.L.C.

# (BLUEGRASS GENERATION COMPANY, L.L.C. PROJECT)

Dated

as of

January 19, 2006

# THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (the "Third Amendment") made and entered into as of January 19, 2006, by and between the COUNTY OF OLDHAM, KENTUCKY, a political subdivision, duly organized and validly existing under the laws of the Commonwealth of Kentucky (the "Issuer"), and BLUEGRASS GENERATION COMPANY, L.L.C., as Lessee (the "Lessee"), under the following circumstances summarized in the following recitals (capitalized terms used and not otherwise defined herein shall have the meaning given such terms in the Lease Agreement (the "Original Agreement") dated as of November 1, 2000, by and between the Issuer and the Lessee, as amended by the First Amendment to Lease Agreement (the "First Amendment"), dated as of December 27, 2001, the Second Amendment to Lease Agreement dated December 27, 2002 (the "Second Amendment") and this Third Amendment (all of the foregoing hereinafter referred to as the "Lease Agreement"):

# WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 103 of the Kentucky Revised Statutes, as supplemented and amended (the "Act"), the Issuer is authorized and empowered to issue its revenue bonds and to enter into lease agreements for the purpose of facilitating the acquisition, construction, improving, equipping and financing of industrial buildings constituting a "project" within the meaning of the Act; and

WHEREAS, in order to further the purposes of the Act, the Issuer ordained on October 17, 2000, by Ordinance 2000-220-375, to issue from time to time up to four series of bonds in an aggregate principal amount not to exceed \$200,000,000 and denominated County of Oldham, Kentucky Industrial Building Revenue Bonds (Bluegrass Generation Company, L.L.C. Project) (the "Bonds") to assist in financing the acquisition, construction, equipping and installation of the Project with the proceeds thereof and to lease the Project to the Lessee, which Project is situated on the Project Site (as described in Exhibit A to the Lease Agreement); and

WHEREAS, in connection with the issuance of such bonds, the Lessee and the Issuer entered into the Original Agreement, as recorded on November 30, 2000 in Deed Book No. 663, Page 23, in the Oldham County Court Clerk's Office, as amended by (i) the First Amendment, as recorded on December 27, 2001 in Deed Book No. 700, Page 139, in the Oldham County Court Clerk's Office, and (ii) the Second Amendment, as record on December 27, 2002 in Deed Book No. 739, Page 44, in the Oldham County, Clerk's Office; and

WHEREAS, all of the Bonds have been issued; and

WHEREAS, the Issuer wishes to convey a portion of the "Project Site" to the Oldham County Water District (the "Water District") for purposes of construction a water tower on such property; and

WHEREAS, the portion of the property to be conveyed by the Issuer to the Water District is more fully described on <u>Schedule A</u> attached hereto and incorporated herein by reference (the "Water Tower Tract"); and

WHEREAS, Issuer and Lessee both agree that it is in the best interests of the parties to release the Water Tower Tract from the definition of "Project Site" under the Lease Agreement and from the terms and conditions of the Lease; and

WHEREAS, Lessee and Issuer wish to amend the legal description of the Project Site contained in the Lease Agreement to delete the Water Tower Tract from the definition of "Project Site" and to amend and restate the legal description of the Project Site; and

WHEREAS, the Lessee and the Issuer each has the full right and lawful authority to enter into this Third Amendment and perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree, each with the other, as follows:

<u>Section 1.1</u> <u>Amendment</u>. The Lease Agreement is hereby amended by substituting <u>Exhibit A</u> attached hereto for <u>Exhibit A</u> attached to the Lease Agreement.

<u>Section 1.2</u> <u>Terms and Conditions in Full Force and Effect</u>. Except as amended by this Second Amendment, the terms, conditions, representations, warranties, covenants and agreements of the Original Agreement remain in full force and effect.

[Remainder of Page Left Blank Intentionally - Next Page is Signature Page]

OLDHAM COUNTY D857 PG 616

IN WITNESS WHEREOF, the Issuer and Lessee have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

ATTEST:

BY:

COUNTY OF OLDHAM, KENTUCKY,

.

COMMONWEALTH OF KENTUCKY	)	
	)	SS
COUNTY OF OLDHAM	)	

I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that on the domain of January, 2006, the foregoing instrument was produced to me in said County by <u>Mary Cllea Kinster</u>, and <u>Hon D. Brown</u> personally known to me and personally known by me to be the County Judge/Executive and County Clerk, respectively, of the County of Oldham, Kentucky, and acknowledged by them to be their free act and deed as County Judge/Executive and County Clerk, respectively, of said Issuer and the free act and deed of said Issuer as authorized by an ordinance of said Issuer.

Witness my hand this D day of January, 2006. My Commission Expires: 12-17-08

Printed Name

D857 PG 617

BLUEGRASS GENERATION COMPANY, L.L.C.

By:

Name: Stephen A. Furbacher Title: President

STATE OF TEXAS ) ) SS: COUNTY OF HARRIS )

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that on the  $1.1^{-1}$  day of January, 2006, the foregoing instrument was produced to me in said County by Stephen A. Furbacher, personally known to me to be the President of Bluegrass Generation Company, L.L.C., and acknowledged by him/her to be his/her free act and deed as such officer of such corporation.

Witness my hand this  $\underline{19^{th}}$  day of January, 2006. 16 My Commission Expires: ottore 2



THIS INSTRUMENT PREPARED BY: AND UPON RECORDATION RETURN TO: Mathleen O. McKune

Stites & Harbison PLLC 400 West Market Street Suite 1800 Louisville, Kentucky 40202-3352 (502) 587-3400

D857 PG 618

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# EXHIBIT A

[See Following Attached Sheets]

DOCUMENT ND: 344200 RECORDED ON: JANUARY 26,2006 10:12:329H TOTAL FEES: 625.00 COUNTY CLERK: ANN B BROWN COUNTY: OLDHAN COUNTY DEPUTY CLERK: NANCY DONNER BOOK D857 PAGES 613 - 623

DY010:00DY1:498090:2:LOUISVILLE 1/19/06 1:46 PM

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Ex A-1

# Schedule A

# Property Description for Water Tower Tract (Tract A of the Oldham County Water District Minor Plat)

A certain tract of land located in Oldham County, Kentucky, on the south side of Ky. Hwy. 146, southwest of Town of LaGrange and further described as:

Beginning at an existing iron pin, in the south Right-of-Way line of the CSX Railroad, being the northeast corner of Parts Unlimited Inc. (DB 818, Pg. 28); thence with said Right-of-Way line, with a curve turning to the left, with a radius of 1942.86 feet, with a chord bearing of North 56 Degrees 28 Minutes 22 Seconds East, with a chord length of 275.00 feet, to an iron pin and cap, set this survey, in a New Division Line of the County of Oldham, Kentucky (DB 700, Pg. 133 Tract 1); thence with New Division Lines, the following (2) calls: South 25 Degrees 54 Minutes 08 Seconds East 320.00 feet, to an iron pin and cap, set this survey; then South 61 Degrees 54 Minutes 33 Seconds West 210.10 feet, to an iron pin and cap, set this survey, in the line of Parts Unlimited Inc.; thence with Parts Unlimited Inc., the following (2)calls: North 80 Degrees 18 Minutes 38 Seconds West 80.00 feet, to an existing iron; thence North 25 Degrees 20 Minutes 08 Seconds West 245.08 feet, to point of beginning, containing 1.874 Acres per survey performed by Neal W. Roberts, PLS# 3159, on September 12, 2005.

All iron pins set for this survey are 5/8-inch diameter rebar with a plastic cap stamped "Neal W. Roberts #3159."

The bearings for this survey are based on the GPS Observations (Kentucky North Zone 1601 NAD83) on June 3, 2005.

Sch A-1

EXHIBIT A - PROPERTY DESCRIPTION (Bluegrass, KY)

Tract A:

Being a tract of land located in Oldham County, Kentucky being the Same property conveyed to James C. Carpenter and Frank G. Otte by Deed as recorded in Deed Book 321, Page 255 and being a portion of the same property conveyed to James C. Carpenter and Frank G. Otte by deed as recorded in Deed Book 32 1, Page 203. All Deed Books, Plat Books and Will Books referenced herein are recorded in the office of the Oldham County Court Clerk. Unless otherwise stated herein, any monument referred to as a I.R. with cap" is a 1/2" diameter steel number 4 bar, 18" long with yellow plastic cap stamped "Prop. Cor. LS 1771". All bearings herein are referenced from the state plane coordinate system. Said Tract "A" Being more particularly described as follows:

Beginning at an I.R. with cap in the South line of the CSX railroad property, being 33.00 feet from the center of the main track, being a common corner with the North East corner of a tract of land conveyed to Leslie E. Whiteley and Deni Hamilton as recorded in Deed Book 316, Page 438; thence, leaving said Leslie E. Whiteley and Deni Hamilton and following said South line of the CSX railroad North 45° 09' 19" East, 282.24 feet to an I.R. with cap; thence North 31° 51' 08" West, 10.26 feet to a 1/2" Diameter iron pipe found, being 23 feet South of the main track; thence, North 44° 58' 07" East, 972.39 feet to an I.R. with cap, being 24.6 feet South of the main track; thence North 59° 23' 00" East, 82.46 feet to an LR. with cap, being 45.0 feet South of the main track; thence, North 44° 47' 30" East, 161.84 feet to an LR. with cap, being 45.0 feet South of the main track; thence. North 21° 02' 56" West passing a 1/2" Diameter iron rod at 3.1 feet, 21.92 feet in all to an I.R. with cap, being 25.0 feet from the main track; thence, North 44° 56' 46" East, 700.62 feet to an I.R. with cap, being in the east line of the Louisville Gas & Electric Company easement; thence, leaving said CSX Railroad with a new line following the east edge of said easement South 06° 35' 56" West, 2929.38 feet to an I.R. with cap, being in the proposed right-of-way of the Business Park Access Road; thence, leaving the cast line of said easement and following the North line of said proposed right-of-way South 55° 52' 28" West, 329.88 feet to an I.R. with cap; thence, leaving said proposed right-of-way North 30° 44' 03" West, 509.10 feet to an I.R. with cap, being a common corner with said Leslie E. Whiteley and Deni Hamilton; thence, leaving said new line and following said Leslie E. Whiteley and Deni Hamilton North 49° 44' 29" West, 158.99 feet to a railroad spike in a fence post found; thence, North 35° 36' 26" West, 376.37 feet to a 1/2" diameter iron rod found; thence, North 31° 26' 04" West, 278.85 feet to a railroad spike in a walnut tree at the corner of a fence found; thence, North 37" 08" 04" East, 121.41 feet to a 1/2" Diameter iron rod found; thence, North 38° 11' 22" West 439.08 feet to the POINT OF BEGINNING containing 53.33 acres more or less.

Being the same property acquired by County of Oldham, Kentucky, a political subdivision duly organized and validly existing tinder the laws of the Commonwealth of Kentucky, by Deed dated November 30, 2000, of record in Deed Book D663, Page 15, in the Office of the Clerk of Oldham County, Kentucky.

### Tract B:

Being the tract of ground as recorded as Tract #1 in Deed Book 316, Page 438 in the office of the Oldham County Court Clerk as conveyed to Leslie E. Whiteley and Den! Hamilton. Said land b4.-ing more particularly described as follows-

BEGINNING at a set 1/2 inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a common corner with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 321; thence, leaving the common, corner with Wallace C. and Pamela A. Wilson and following the common line of the CSX Railroad on a curve to the left with a radius of 1942.86 feet, the chord being N 53° 19' 01" E. 491.34 feet to a set 1/2 Inch by 18 Inch iron rod with #1771 survey cap being a common corner with the third tract of Leslie E. Whiteley and Deni Hamilton as described in Deed Book 316, Page 438; thence, leaving the common line of the CSX Railroad and following the third tract of Leslie E. Whiteley and Deni Hamilton S 19° 33' 28" E, 638.26 feet to an existing one inch iron pipe at a wood fence post, being a common corner with Wallace C. and Pamela A. Wilson; thence, leaving the common corner of the third tract of Leslie E Whiteley and Deni Hamilton and following the common line of Wallace C. and Pamela A Wilson as follows. N 80° 19' 25" W, 508-51 feet to a 1/2 inch by 18 inch iron rod with #1771 survey cap set at a wood fence post; thence N 25° 34' 03" W, 246.59 feet, to the POINT OF

SAID PROPERTY Being located in Oldham County, Kentucky, containing 4.50 acres, more or less, and subject to all legal roadways, rights-of-way, casements and restrictions as shown on the survey by Kiesel/Meyer Engineers, Planners & Surveyors, Inc. dated January 5, 2001.

Tract C:

Being the tract of ground as recorded as Tract #2 in Deed Book 316, Page 438 in the office of the Oldham County Court Clerk as conveyed to Leslie E. Whiteley and Deni Hamilton. Said land being more particularly described as follows:

BEGINNING at a set 1/2 inch by 19 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a common corner with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 321; thence, leaving the common corner with Wallace C. and Pamela A. Wilson and crossing the CSX Railroad N 25° 34' 03" W. 66.15 feet to a set mag. nail being the TRUE POINT OF BEGINNING and being the north line of the CSX Railroad as described in Deed Book 37, Page 333 and being a point in a private road as shown at station 59 + 57 on the Right of Way and Track Map, Louisville and Nashville R.R. Co. Cincinnati Division, said point being in

the south lint of the remaining lands located between the CSX Railroad and the right-of-way of Kentucky Highway 146; thence, leaving the common line of the CSX Railroad and following the private road N 25° 34' 03" W, 20.05 feet, to a set mag nail in the private road, being in the south right-of-way line of Kentucky Highway 146 as described in Deed Book 50, Page 91; thence, leaving the private road and following the south right-of-way line of Kentucky Highway 146 on a curve to the left with a radius of 1856.86 feet, the chord being N 55° 48' 18" E, 297.68 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap; thence, leaving the south right-of-way of Kentucky Highway 146 and following the remaining lands between the north line of the CSX Railroad and the south right-of-way line of Kentucky 146, S 38° 47' 33" E, 20.00 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap, being in the north line of the CSX Railroad; thence, leaving the remaining lands between the CSX Railroad and the right-of-way of Kentucky Highway 146 and following the north line of the CSX Railroad on a curve to the right with a radius of 1876 86 feet, the chord being S 55° 49' 36" W, 302.29 feet, to the TRUE POINT OF BEGINNING.

SAID PROPERTY Being located in Oldham County, Kentucky, containing 0. 14 acres, more or less, and subject to all legal roadways, right-of-way, casements and restrictions as shown on the Survey by Kiesel/Meyer Engineers, Planners & Surveyors, Inc. dated January 5, 2001.

### Tract D:

Being the tract of ground as recorded as The Third Tract in Deed Book 316, Page 438 in the office of the Oldham County Court Clerk as conveyed to Leslie E. Whiteley and Deni Hamilton. Said land being more particularly described as follows:

BEGINNING at a set 1/2 inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a common corner with Tract #1 of Leslie E. Whiteley and Deni Hamilton as recorded in Deed Book 316, Page 438; thence, leaving the common corner of Tract #1 of Leslie E. Whiteley and Deal Hamilton and following the common line of the CSX Railroad as follows: on a curve to the left with a radius of 1942.86 feet, the chord being N 45° 29' 20" E, 38.23 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap; thence, N 44° 55' 31" E, 41.56 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap, being a common corner with Bluegrass Generation Company, L.L.C. as recorded in Deed Book 633, Page 179; thence, leaving the common line of the CSX Railroad and following the common line of Bluegrass Generation Company, L.L.C. as follows: S 38° 11' 22" E, 439.08 feet, to an existing iron rod; thence, S 37° 08' 04" W, 121.41 feet, to an existing railroad spike in a 30 inch walnut tree in a fence line; thence, S 31° 26' 04" E, 278.85 feet, to an existing, 1/2 inch iron rod; thence, S 35° 36' 26" E, 376.37 feet to an existing railroad spike in a wood fence post; thence, S 49° 44' 29" E, 158.90 feet, to an existing 1/2 inch by 18 inch iron rod with #1771 survey cap, being a common corner with James C. Carpenter and Frank Otte as described in Deed Book 321, Page 203; thence, leaving the common. corner of Bluegrass Generation Company, L.L.C. and following the common line of James C. Carpenter and Frank Otte as follows: S 14° 14' 50" W, 135.74 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap, thence, S 38° 46' 50" W, 104.16 feet, to an existing railroad spike in a wood fence post; thence, N 72° 34' 58" W, 232.00 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap in a fence line, being in a common line, with Wallace C. and Pamela A. Wilson as

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recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312, thence, leaving the common comer with James C. Carpenter and Frank Otte and following the common line with Wallace C and Pamela A. Wilson N 19° 49° 26" W, 610.38 feet, to an existing one inch iron pipe at a fence intersection being a common comer with Tract #1 of Leslie E. Wliiteley and Deni Hamilton; thence, leaving the common comer with Wallace C. and Pamela A. Wilson and following the common line of Tract #1 of Leslie E. Whiteley and Deni Hamilton N 19° 33' 28" W, 638.28 feet, to the POINT OF BEGINNING.

SAID PROPERTY Being located in Oldham County, Kentucky, containing 6.05 acres, more or less, and subject to all legal roadways, right-of-way, easements and restrictions as shown on the survey by Kiesel/Meyer Engineers, Planners & Surveyors, Inc. dated January 5, 2001.

Tract E:

TOGETHER WITH the right, along with others. to use the existing passway over the right of way of the L & N Railroad for ingress and egress to and from the above described Tracts #1 and #3) and Kentucky Highway 146, as described in Right of Passway recorded in Deed Book 77, page 450, said records.

Tracts B, C, D and E being the same property acquired by the County of Oldham, Kentucky by General Warranty Deed dated December 27, 2001, and recorded in Deed Book D700, Page 133, in the Office of the Clerk of Oldham County, Kentucky.

LESS AND EXCEPT, that certain portion of the above-described property which is hereinafter described as follows:

A certain tract of land located in Oldham County, Kentucky, on the south side of Ky. Hwy. 146, southwest of Town of LaGrange and further described as:

Beginning at an existing iron pin, in the south Right-of-Way line of the CSX Railroad, being the northeast corner of Parts Unlimited Inc. (DB 818, Pg. 28); thence with said Right-of-Way line, with a curve turning to the left, with a radius of 1942.86 feet, with a chord bearing of North 56 Degrees 28 Minutes 22 Seconds East, with a chord length of 275.00 feet, to an iron pin and cap, set this survey, in a New Division Line of the County of Oldham, Kentucky (DB 700, Pg. 133 Tract 1); thence with New Division Lines, the following (2) calls: South 25 Degrees 54 Minutes 08 Seconds East 320.00 feet, to an iron pin and cap, set this survey; then South 61 Degrees 54 Minutes 33 Seconds West 210.10 feet, to an iron pin and cap, set this survey, in the line of Parts Unlimited Inc.; thence with Parts Unlimited Inc., the following (2) calls: North 80 Degrees 18 Minutes 38 Seconds West 80.00 feet, to an existing iron; thence North 25 Degrees 20 Minutes 08 Seconds West 245.08 feet, to point of beginning, containing 1.874 Acres per survey performed by Neal W. Roberts, PLS# 3159, on September 12, 2005.

All iron pins set for this survey are 5/8-inch diameter rebar with a plastic cap stamped "Neal W. Roberts #3159."

The bearings for this survey are based on the GPS Observations (Kentucky North Zone 1601 NAD83) on June 3, 2005.

# **EXECUTION VERSION**

# ASSET PURCHASE AGREEMENT

## BETWEEN

# BLUEGRASS GENERATION COMPANY, L.L.C.,

PORT RIVER, LLC

AND

EAST KENTUCKY POWER COOPERATIVE, INC.

DATED AS OF

JUNE 26, 2015



25859005.24

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# ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of June 26, 2015, is entered into between Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("Seller"), East Kentucky Power Cooperative, Inc., a corporation organized under the laws of Kentucky (the "Buyer") (Seller and Buyer each a "Party" and together the "Parties") and Port River, LLC, a Delaware limited liability company ("Seller Parent"), solely for purposes of Sections 4.01, 4.02 and 6.13 and Article X.

# **RECITALS:**

WHEREAS, Seller is engaged in the business of owning and operating three natural gas fired simple cycle power generation units (each a "**Unit**") located on the Real Property (as defined below) (the Units and all supporting infrastructure and other improvements on the Real Property, the "**Plant**") (the "**Business**");

WHEREAS, Seller operates the Business through a financing arrangement with Oldham County, Kentucky ("**Oldham**") such that Seller makes payments in lieu of property taxes ("**PILOT Payments**") to Oldham under the terms of the In-Lieu of Tax Payments Agreement made and entered as of November 1, 2000, by and between Oldham and Seller and the lease dated as of November 1, 2000 between Seller as lessee and Oldham as lessor, as such lease has been amended pursuant to amendments dated December 27, 2001, December 27, 2002, and January 19, 2006 (the "Lease"); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets, and certain specified liabilities, of the Business, subject to the terms and conditions set forth herein;

WHEREAS, as an inducement to Buyer entering into this Agreement, Seller Parent has agreed to guarantee Seller's performance of its obligations under this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

# **ARTICLE I**

### DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

# "Acquisition Proposal" has the meaning set forth in Section 6.03(a).

"Action" means any claim, action, cause of action, lawsuit, arbitration, audit, notice of violation, legal proceeding, litigation, citation, summons, or subpoena of any nature, whether civil, criminal, administrative, or regulatory, whether at law or in equity.

## "Actual Prorated Amount" has the meaning set forth in Section 2.06(c).

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Assigned Contracts" has the meaning set forth in Section 2.01(b).

"Assignment and Assumption Agreement" has the meaning set forth in Section 3.02(a)(ii) (Closing Deliverables).

"Assumed Liabilities" has the meaning set forth in Section 2.03.

"Balance Sheet" has the meaning set forth in Section 4.04.

"Balance Sheet Date" has the meaning set forth in Section 4.04.

"Benefit Plan" means each benefit, retirement, employment, compensation, incentive, stock option, restricted stock, stock appreciation right, phantom equity, change in control, severance, vacation, paid time off, fringe-benefit and other similar agreement, plan, policy, program and other arrangement (and any amendments thereto), whether or not reduced to writing, in effect and covering one or more Employees, former employees and the beneficiaries and dependents of any such Employee or former employee of the Business, and is maintained, sponsored, contributed to, or required to be contributed to by Seller, or under which Seller has or may have any liability for premiums or benefits.

"Bill of Sale" has the meaning set forth in Section 3.02(a)(i).

"Books and Records" has the meaning set forth in Section 2.01(i).

"Business" has the meaning set forth in the recitals.

"Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located in Louisville, Kentucky are authorized or required by Law to be closed for business.

"Buyer" has the meaning set forth in the preamble.

"Buyer Closing Certificate" has the meaning set forth in Section 7.03(e).

"Buyer Indemnitees" has the meaning set forth in Section 8.02.

"Casualty Cost" has the meaning set forth in Section 6.17(a)(i).

"Casualty Loss" has the meaning set forth in Section 6.17(a)(i).

"Casualty Notice" has the meaning set forth in Section 6.17(a)(i).

"Casualty Termination Notice" has the meaning set forth in Section 6.17(a)(ii).

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

"Closing" has the meaning set forth in Section 3.01.

"Closing Date" has the meaning set forth in Section 3.01.

"Code" means the Internal Revenue Code of 1986, as amended.

"Condemnation Notice" has the meaning set forth in Section 6.17(c)(i).

"Condemnation Termination Notice" has the meaning set forth in Section 6.17(c)(ii).

"Condemnation Value" has the meaning set forth in Section 6.17(c)(iv).

"**Contracts**" means all legally binding contracts, leases, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other legally binding arrangements, whether written or oral, but excluding Permits.

"Cure Period" has the meaning set forth in Section 6.19(c).

"Deductible" has the meaning set forth in Section 8.04(b)(ii).

"De Minimis Amount" has the meaning set forth in Section 8.04(b)(i).

"De Minimis Claim" has the meaning set forth in Section 8.04(b)(i).

"Direct Claim" has the meaning set forth in Section 8.07(c).

"Direct Pay Permit" has the meaning set forth in Section 6.14.

"Disclosure Schedules" means the Disclosure Schedules delivered by Seller and Buyer concurrently with the execution and delivery of this Agreement.

"**Employees**" means with respect to a Person, those individuals who are considered to be employees of that Person under applicable Law.

"Encumbrance" means any charge, claim, pledge, lien (statutory or other), condition set forth in recorded real estate documents, equitable interest, option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, restriction on transferability, restrictions on current use or similar restriction. "Environmental Attributes" means any emissions and renewable energy credits, energy conservation credits, benefits, offsets and allowances, emission reduction credits or words of similar import or regulatory effect (including emissions reduction credits or allowances under all applicable emission trading, compliance or budget programs, or any other federal, state or regional emission, renewable energy or energy conservation trading or budget program) that are held by Seller or are allocated on behalf of the Plant by Seller or allocated to Seller for the ownership, lease, operation, use or maintenance of the Business or the Purchased Assets as of: (i) the date of this Agreement; and (ii) future years for which such allocations have been established and which are in effect as of the date of this Agreement.

"Environmental Claim" means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"Environmental Law" means any applicable Law, any Governmental Order, consent decree, or binding agreement with any Governmental Authority: (a) concerning pollution (or the cleanup thereof) or the protection, preservation, conservation or regulation of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"Environmental Notice" means any notice of violation or infraction pertaining to any Environmental Claim, including but not limited to a notice of intent to file a citizen suit for an actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"Environmental Permit" means any Permit under Environmental Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"Estimated Cost" has the meaning set forth in Section 6.17(b).

"Estimated Prorated Amount" has the meaning set forth in Section 2.06(b).

"Estimated Proration Adjustment Amount" has the meaning set forth in Section 2.06(b).

"Excluded Assets" has the meaning set forth in Section 2.02.

"Excluded Contracts" has the meaning set forth in Section 2.02(a).

"Excluded Liabilities" has the meaning set forth in Section 2.04.

"FERC" means the Federal Energy Regulatory Commission, or any successor thereto.

"Financial Statements" has the meaning set forth in Section 4.04.

"FIRPTA Certificate" has the meaning set forth in Section 7.02(m).

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision (including entities responsible for electric reliability standards and compliance), or any self-regulated organization or other non-governmental regulatory authority or quasigovernmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Governmental Order" means any order, opinion, writ, judgment, injunction, decree, stipulation, agreement, determination or award entered by or with any Governmental Authority.

"Hazardous Materials" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is designated as "hazardous", "acutely hazardous", "toxic", or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Indemnified Party" has the meaning set forth in Section 8.07.

"Indemnifying Party" has the meaning set forth in Section 8.07.

"Independent Accounting Firm" means Deloitte & Touche LLP.

"Insurance Policies" has the meaning set forth in Section 4.13.

"Intellectual Property" means all intellectual property rights, however arising, whether pursuant to statutory or common Law, and whether or not registered, including: (a) trademarks, service marks, trade names, brand names, logos, trade dress and other, and all registrations and applications for registration of such trademarks, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications; (b) internet domain names, whether or not trademarks, registered in any generic top level domain by any authorized private registrar or Governmental Authority; (c) all copyrights, registrations and applications for registrations; (d) confidential information, designs, know-how, processes, and trade secrets, whether or not patentable; and (e) patents and pending patent applications, reissues, extensions, reexaminations and renewals of such patents and applications.

"Intellectual Property Assets" means all Intellectual Property that is owned by Seller and used in or necessary for the conduct of the Business as currently conducted, and includes all Intellectual Property Registrations and Intellectual Property Licenses.

"Intellectual Property Assignments" has the meaning set forth in Section 3.02(a)(iii).

"Intellectual Property Licenses" means all licenses, sublicenses and other Contracts by or through which other Persons, including Seller's Affiliates, grant Seller exclusive or nonexclusive rights or interests in or to any Intellectual Property that is used in or necessary for the conduct of the Business as currently conducted.

"Intellectual Property Registrations" means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"Inventory" has the meaning set forth in Section 2.01(a).

"KPSC" means the Kentucky Public Service Commission.

"Knowledge of Seller" or "Seller's Knowledge" means the actual knowledge of the individuals listed on Section 1.01(k) of the Disclosure Schedules after due inquiry; provided that due inquiry will not require inquiry of any Governmental Authority or third parties other than NAES Corporation with respect to operation of the Plant.

"Law" means any applicable statute, law, ordinance, regulation, rule, code, order, opinion, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"Lease" has the meaning set forth in the recitals.

## "LG&E" has the meaning set forth in Section 6.07.

"Liabilities" means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

"Losses" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Material Adverse Effect" means any event, occurrence, fact, condition or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to (i) the results of operations, condition (financial or otherwise) or assets of the Business or (ii) the ability of Seller to consummate the transactions contemplated hereby in accordance herewith; provided, however, that the following shall not be considered when determining whether a Material Adverse Effect has occurred: any change, event, effect or occurrence (or changes, events, effects or occurrences taken together) resulting from (a) any change generally affecting the international, national or regional electric generating, transmission or distribution industry; (b) any change generally affecting the international, national or regional wholesale or retail markets for electric power, including pricing; (c) any change generally affecting the international, national or regional wholesale or retail markets for the natural gas industry; (d) any change in markets for commodities or supplies, including electric power, natural gas or fuel and water, as applicable, used in connection with the Business; (e) any change in general regulatory or political conditions, including any engagements of hostilities, acts of war or terrorist activities or changes imposed by a Governmental Authority associated with additional security: (f) any change in the international, national or regional electric transmission or distribution systems or operations thereof; (g) any change in any Laws (including Environmental Laws) or industry standards; (h) any change in the financial condition or results of operation of the Business caused by the sale pursuant to this Agreement; (i) any change in the financial, banking, or securities markets (including any suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange, American Stock Exchange, or Nasdaq Stock Market) or any change in the general national or regional economic or financial conditions; (j) any actions to be taken pursuant to or in accordance with this Agreement; (k) the announcement or pendency of the transactions contemplated hereby; (1) any change in the ability to further develop or expand the Business; (m) any changes to a regional transmission operator or capacity markets; (n) any new power plant entrants and their effect on pricing or transmission (provided that in the case of (a)-(e) and (g) above such change, event, effect or occurrence does not affect the Business or the ability of Seller to consummate the transactions contemplated in a substantially disproportionate manner as compared to similarly situated businesses in the same market, in which case only the incremental disproportionate effect shall be taken into account in determining whether a Material Adverse Effect has occurred).

"Material Contracts" has the meaning set forth in Section 4.06(a).

"MPPAA Plan" means a multiemployer plan, as described in Section 4001(a)(3) of ERISA.

"New Equipment Notice" has the meaning set forth in Section 6.14.

"New Title Defects" has the meaning set forth in Section 6.19(c).

"NITS Request " has the meaning set forth in Section 6.07.

"Non-PPA Units" means the two Units of the Plant not used to deliver energy under the Power Purchase Agreement.

"Non-Reimbursable Damages" has the meaning set forth in Section 8.04(h).

"Occasional Sale Notice" has the meaning set forth in Section 6.14.

"Objection Notice " has the meaning set forth in Section 6.19(c).

"Parent Guaranty" has the meaning set forth in the recitals.

"Party" has the meaning set forth in the preamble.

"**Permits**" means all permits, licenses, franchises, approvals, authorizations, registrations, certificates of authorization, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"Permitted Encumbrances" has the meaning set forth in Section 4.07(a).

"**Person**" means an individual, group of individuals, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"PILOT Payments" has the meaning set forth in the recitals.

"Plant" has the meaning set forth in the recitals.

"**Post-Closing Tax Period**" means any taxable period beginning after the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period beginning after the Closing Date.

"Power Purchase Agreement" means the Capacity Purchase and Tolling Agreement between LG&E and Bluegrass Generation Company, L.L.C., dated August 26, 2014, as modified by the Letter Agreement, dated as of September 12, 2014 and the Scheduling Procedures effective May 1, 2015.

"**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

"Prepayments" has the meaning set forth in Section 2.01(g).

"Prorated Amount" has the meaning set forth in Section 2.06(f).

"Prorated Difference" has the meaning set forth in Section 2.06(c).

"Prorated Items" has the meaning set forth in Section 2.06(a).

"Proration Adjustment Amount" has the meaning set forth in Section 2.06(c).

"Proration Calculation" has the meaning set forth in Section 2.06(c).

"Purchase Date" means November 30, 2009.

"Purchase Price" has the meaning set forth in Section 2.05.

"Purchased Assets" has the meaning set forth in Section 2.01.

"Qualified Benefit Plan" means each Benefit Plan that is intended to be qualified under Section 401(a) of the Code.

"Real Property" has the meaning set forth in Section 4.09(a).

"Release" means, with respect to Hazardous Materials, any actual release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture), whether intentional or unintentional, in violation of Environmental Laws.

"**Representative**" means, with respect to any Person and its Affiliates, any and all directors, officers, employees, limited and general partners, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Request Date" has the meaning set forth in Section 2.06(c).

"Restore" has the meaning set forth in Section 6.17(a)(i).

"Schedule Update" has the meaning set forth in Section 6.18.

"Seller" has the meaning set forth in the preamble.

"Seller Closing Certificate" has the meaning set forth in Section 7.02(j).

"Seller Defect Notice" has the meaning set forth in Section 6.19(c).

"Seller Indemnitees" has the meaning set forth in Section 8.03.

"Seller Parent" has the meaning in the Preamble.

"Support Obligations" has the meaning set forth in Section 6.21(a).

"Tangible Personal Property" has the meaning set forth in Section 2.01(d).

## "Tax Clearance Certificate" has the meaning set forth in Section 6.15.

"Taxes" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, excise, severance, environmental, stamp, occupation, premium, property (real or personal), PILOT Payments, real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"Tax Return" means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Third Party Claim" has the meaning set forth in Section 8.07(a).

"Title Company" means Fidelity National Title Insurance Company or such other nationally recognized title insurance company.

"**Transaction Documents**" means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Lease Assignment, the Intellectual Property Assignments and all other agreements, instruments and documents contemplated by this Agreement that are required to be delivered at the Closing.

"Unit" has the meaning set forth in the recitals.

"Updated Title Commitment" has the meaning set forth in Section 6.19(b).

"WARN Act" means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

# **ARTICLE II**

## PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in, to and under all of the Purchased Assets as of the Closing. For purposes of this Agreement, the term "Purchased Assets" means all of the assets, properties and rights (other than the Excluded Assets) of every kind and nature, whether real, personal or mixed, tangible or intangible, and whether now existing or hereafter acquired, which are used or held for use in connection with the Business, including the following:

(a) except for those items listed on Section 2.01(a) of the Disclosure Schedules, all inventory, raw materials, supplies, parts and other inventories used or useful in the ownership, maintenance or operation of the Business and the Plant ("Inventory");

(b) all Contracts and Intellectual Property Licenses set forth on Section 2.01(b) of the Disclosure Schedules (the "Assigned Contracts");

(c) all Intellectual Property Assets;

(d) to the extent such property is not included in or part of the items leased pursuant to the Lease, the Plant, all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property (including all such tangible personal property held on the Real Property or on the Real Property as of the Closing Date) (the "Tangible Personal Property");

(e) the Permits, including Environmental Permits, which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, including those listed on **Section 4.15(b)** (*Compliance with Law; Permits*) and **Section 4.16(b)(i)** (*Environmental Matters*) of the Disclosure Schedules;

(f) all rights to any Actions of any nature available to or being pursued by Seller to the extent directly arising from the Business, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise, but only to the extent that such Actions are with respect to the title to, or to the preservation or restoration of, the Purchased Assets or the Assumed Liabilities following Closing;

(g) all prepaid expenses, credits, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums, fees (including any such item relating to the payment of Taxes) and advance payments, all as set forth on **Section 2.01(g)** of the Disclosure Schedules (the "**Prepayments**") and relating to the ownership of the Business and the Purchased Assets following Closing, but not including any such items attributable to the period prior to Closing or the Excluded Assets;

(h) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent such rights are with respect to the Purchased Assets following Closing;

(i) originals, or where not practicable, copies, of books and records of the Seller which are directly related to the Business, and which include the following: trial balances, general and subsidiary ledgers and other accounting records, machinery and equipment maintenance files (specifically to include electronic maintenance management files associated with Maximo and electronic data of PI files), design drawings, as-built drawings, maintenance and operation manuals, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data used for the operation and maintenance of the Units in a form prepared for and used by the Business, other records and data (including material correspondence with any Governmental Authority other than any such correspondence concerning sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices)), strategic plans, internal financial statements, marketing and promotional surveys, intellectual property files

relating to the Intellectual Property Assets and the Intellectual Property Licenses, if any ("Books and Records"); and

(j) all of Seller's rights to any Environmental Attributes with respect to the Business or the Plant.

**Section 2.02 Excluded Assets.** Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "Excluded Assets"):

(a) Contracts, including Intellectual Property Licenses, that are not Assigned Contracts (the "**Excluded Contracts**");

(b) the seals, organizational documents, minute books, Tax Returns, books of account or other records having to do solely with the organization and ownership of Seller;

(c) the assets, properties and rights specifically set forth on Sections 2.01(a) and 2.02(c) of the Disclosure Schedules;

(d) the rights which accrue or will accrue to Seller under the Transaction Documents;

(e) except as provided in Section 6.17(a)(vi), any insurance benefit or claim, including rights and proceeds, arising out of and relating to events or periods prior to the Closing or which is not related to the Business;

(f) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent not explicitly included in the Purchased Assets pursuant to **Section 2.01(h)**.

(g) except for Prepayments, any cash, cash equivalents, certificates of deposit, deposits, bank accounts, advance payments to the operator under the operations and maintenance agreement, commercial paper, securities, rights to payment, accounts receivable, income, sales, payroll or other Tax receivables, and any similar rights arising from or relating to the ownership or operation of the Business with respect to any period of time prior to the Closing;

(h) to the extent not Purchased Assets as provided in **Section 2.01(f)**, all claims, causes of action, rights of recovery, rights of set-off, rights to refunds and similar rights of any kind in favor of Seller or any other Person arising from or relating to the ownership or operation of the Business with respect to any period of time prior to the Closing, including any refund of Taxes relating to the period prior to the Closing (including refunds of such Taxes received after the Closing) and described in **Section 2.02(i)** below, except for any of the foregoing to the extent arising from or relating to Assumed Liabilities;

(i) any refund, deposit, credit, payment, adjustment or reconciliation (i) related to real property Taxes, personal property Taxes or other Taxes attributable to any Pre-Closing Tax Period in respect of the Purchased Assets or relating to the Business, whether such refund, adjustment or reconciliation is received as a payment or as a credit against future Taxes payable, or (ii) arising under the Assigned Contracts, Permits or Environmental Permits and relating to any

period or portion thereof before the Closing Date, except for any of the foregoing to the extent arising from or relating to Assumed Liabilities;

(j) (A) duplicate copies of all records transferred to Buyer pursuant to this Agreement, (B) all records prepared in connection with the sale of the Business (including bids received from third parties and analyses relating to the Business, or (C) any other records of Seller other than the Books and Records;

(k) any assets disposed of by Seller after the date of this Agreement to the extent such dispositions are consistent with Seller's obligations under this Agreement;

(1) all of the issued and outstanding membership interests of Seller;

(m) any Benefit Plan, and any assets held in respect thereof; and

(n) all revenue earned or owed to the Company or its Affiliates in respect of or arising under the Assigned Contracts prior to the Closing.

Section 2.03 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge only the following Liabilities of Seller (collectively, the "Assumed Liabilities"), and no other Liabilities:

(a) all Liabilities in respect of the Assigned Contracts but only to the extent that such Liabilities thereunder (i) relate to the period after the Closing, and (ii) are not Liabilities arising out of any failure to perform, improper performance, warranty or other breach, default or violation by Seller prior to the Closing;

(b) Taxes that arise out of the consummation of the transactions contemplated hereby that are the responsibility of Buyer pursuant to **Section 6.14**;

(c) Liabilities for Taxes imposed on Seller (or any stockholder or Affiliate of Seller) relating to the Business, the Purchased Assets or the Assumed Liabilities for any Post-Closing Tax Period; and

(d) all Liabilities that arise out of or are related to the Occasional Sale Notice and the New Equipment Notice including Seller's delivery thereof.

Section 2.04 Excluded Liabilities. Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the "Excluded Liabilities"). Seller shall, and shall cause each of its Affiliates to, pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy. The Excluded Liabilities include, but are not limited to, the following:

(a) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;
(b) any Liability for (i) Taxes of Seller (or any stockholder or Affiliate of Seller) or relating to the Business, the Purchased Assets or the Assumed Liabilities for any Pre-Closing Tax Period; or (ii) other Taxes of Seller (or any stockholder or Affiliate of Seller) of any kind or description (including any Liability for Taxes of Seller (or any stockholder or Affiliate of Seller) that becomes a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law); *provided, however*, that Buyer shall be responsible for all of the sales and/or use Tax arising from Buyer's acquisition of the Purchased Assets pursuant to **Section 6.14**;

(c) any Liabilities relating to or arising out of the Excluded Assets;

(d) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Action relates to such operation prior to the Closing;

(e) any product Liability or similar claim for injury to a Person or property which arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by Seller not relating to Buyer, the Transaction Documents (or the transactions contemplated thereby), or by reason of the breach of performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by Seller;

(f) any claims or liabilities arising from Seller's failure to meet applicable standards related to the production and sale of electricity prior to Closing;

(g) any Liabilities of Seller arising under or in connection with any Benefit Plan providing benefits to any present or former Employee of Seller;

(h) any Liabilities of Seller for any present or former employees, agents or independent contractors of Seller, including, without limitation, any Liabilities associated with any claims for wages or other benefits, workers' compensation, severance, retention, termination or other payments;

(i) any trade accounts payable of Seller prior to the Closing;

(j) any Environmental Claims or Liabilities under Environmental Laws, to the extent arising out of facts, circumstances or conditions existing on or prior to the Closing or otherwise to the extent arising out of any actions or omissions of Seller prior to Closing;

(k) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that do not constitute part of the Purchased Assets issued by the Business' customers to Seller before the Closing;

(l) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of Seller (including with respect to any breach of fiduciary obligations by same);

(m) any Liabilities under the Excluded Contracts;

(n) any Liabilities associated with debt, loans or credit facilities of Seller and/or the Business owing to financial institutions incurred prior to the Closing Date and which are not assumed by Buyer; and

(o) any Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its Affiliates to comply with any Law or Governmental Order.

For the avoidance of doubt, all Liabilities arising under or resulting from any Purchased Assets or the operation of the Business, in each case to the extent relating to the period after the Closing, are not Excluded Liabilities.

Section 2.05 Purchase Price. The aggregate purchase price for the Purchased Assets shall be \$128,750,000, subject to adjustment pursuant to Section 2.06 hereof (the "Purchase Price"), plus the assumption of the Assumed Liabilities. The Purchase Price shall be paid on the Closing Date by wire transfer of immediately available funds to an account designated in writing by Seller to Buyer on the Closing Date.

Section 2.06 Purchase Price Adjustment. The Purchase Price shall be adjusted at the Closing as follows: (i) to provide for the proration between Buyer and Seller of any property Taxes, real or personal, on the Purchased Assets (and any other items listed on Section 2.06(a) of the Disclosure Schedules) each determined for the calendar year in which the Closing occurs on the basis of no discount, (ii) to provide for the proration between Buyer and Seller of the PILOT Payment due the January 20<sup>th</sup> of the calendar year in which the Closing occurs; (iii) pursuant to Section 6.17 (*Casualty and Condemnation*) and (iv) pursuant to Section 6.04(c) (*Notice of Certain Events; Removal of Excluded Assets*). Any payments, credits or debits made pursuant to this Section 2.06 shall be treated as an adjustment to the Purchase Price by the parties for all purposes, unless otherwise required by Law. For avoidance of doubt, the parties agree that the responsibility for transfer Taxes is set forth in Section 6.14 and are not subject to proration pursuant to this Section 2.06.

(a) Buyer and Seller agree that, except as otherwise set forth in this Agreement, with respect to the sale of the Purchased Assets, the items set forth in **Section 2.06(i)** above and all of the items listed on **Section 2.06(a)** of the Disclosure Schedules (including any Prepayments with respect to such items) (collectively, the "**Prorated Items**") relating to the Business and the Purchased Assets shall be prorated to the Closing Date and on a calendar year basis in accordance with this **Section 2.06**.

(b) As of the date at least three Business Days prior to the Closing Date, Seller will deliver to Buyer a worksheet setting forth (i) Seller's good faith reasonable estimate of the Prorated Amount (as defined in Section 2.06(f)) for each Prorated Item (with respect to each Prorated Item, the "Estimated Prorated Amount"), as well as, in each case, a computation thereof, and (ii) an amount equal to the sum of the Estimated Prorated Amounts (the "Estimated Proration Adjustment Amount"). In the event that, with respect to any Prorated Item, actual figures are not available as of the time of the calculation of the Estimated Prorated Amount, the Estimated Prorated Amount for such Prorated Item shall be an estimate in good faith. If the

Estimated Proration Adjustment Amount is a positive number, the Purchase Price payable at Closing will be increased by an amount equal to such Estimated Proration Adjustment Amount. If the Estimated Proration Adjustment Amount is a negative number, the Purchase Price payable at Closing will be decreased by an amount equal to the absolute value of such Estimated Proration Adjustment Amount.

(c) On or prior to the date that is 60 days after the Closing Date (the "**Request Date**"), Buyer will deliver to Seller a worksheet ("**Proration Calculation**") setting forth in reasonable detail and explanation (i) the Prorated Amount for each Prorated Item using the actual available amounts (the "**Actual Prorated Amount**"), (ii) the absolute value of the difference between the Estimated Prorated Amount and the Actual Prorated Amount for each such Prorated Item (the "**Prorated Difference**"), and (iii) an amount equal to the sum of the **Prorated Differences** (the "**Proration Adjustment Amount**"). If the Proration Adjustment Amount (whether a positive or a negative number) is greater than the Estimated Proration Adjustment Amount (whether a positive or a negative number), Buyer shall pay an amount equal to the Prorated Amount (whether a positive or a negative number) is greater than the Proration Adjustment Amount (whether a positive or a negative number) is greater than the Proration Adjustment Amount (whether a positive or a negative number), Buyer shall pay an amount equal to the Prorated Amount (whether a positive or a negative number) is greater than the Proration Adjustment Amount (whether a positive or a negative number) is greater than the Proration Adjustment Amount (whether a positive or a negative number) is greater than the Proration Adjustment Amount (whether a positive or a negative number) is greater than the Proration Adjustment Amount (whether a positive or a negative number), Seller shall pay an amount equal to the Proration Adjustment Amount to Buyer within 10 days of the Request Date.

If within 60 days following delivery of the Proration Calculation Seller does not (d)object in writing thereto to Buyer, then the Proration Adjustment Amount shall be as reflected on the Proration Calculation as delivered by Buyer. If within such 60 day period Seller delivers to Buyer a written objection to the computation of the Actual Prorated Amount for any Prorated Item to be determined under this Section 2.06, then Buyer and Seller shall negotiate in good faith and attempt to resolve such disagreement. Should such negotiations not result in an agreement within 20 days after delivery of such notice of disagreement, then the matter shall be submitted to the Independent Accounting Firm. The Independent Accounting Firm will deliver to Buyer and Seller a written determination of the Actual Prorated Amount and the Prorated Difference with respect to the disputed item (such determination to include a worksheet setting forth all material calculations used in arriving at such determination and to be based solely on information provided to the Independent Accounting Firm by Buyer and Seller) within 30 days of the submission of the dispute to the Independent Accounting Firm, which determination will be final, binding and conclusive on the parties. In resolving any disagreement, the Independent Accounting Firm may not assign any value to a disputed item greater than the greatest value claimed for such disputed item by any party or lesser than the lowest value claimed for such disputed item by any party. All fees and expenses relating to the work, if any, to be performed by the Independent Accounting Firm pursuant to this Section 2.06 will be allocated between Seller and Buyer in inverse proportion as each shall prevail in respect of the dollar amount of disputed items so submitted (as finally determined by the Independent Accounting Firm).

(e) If, after the Closing, Seller or any of its Affiliates receives any payment with respect to the Purchased Assets relating to periods on or after the Closing Date, Seller shall pay to Buyer within three Business Days after such receipt an amount equal to the amount received with respect to periods on or after the Closing Date. If, after the Closing, Buyer or any of its Affiliates receives any payment with respect to the Business relating to periods before the Closing Date (without duplication of any revenues described in Schedule 2.06(a) that are otherwise accounted

for in the purchase price adjustment pursuant to this Section 2.06), Buyer shall pay to Seller within three Business Days after such receipt an amount equal to the amount received with respect to periods before the Closing Date.

(f) For purposes of this **Section 2.06**: "**Prorated Amount**" means, (i) with respect to any Prorated Item that is a Prepayment, the amount allocable to the period on or after the Closing Date that was paid by Seller prior to the Closing Date, and (ii) with respect to any other Prorated Item, the amount (expressed as a negative number) allocable to the period prior to the Closing Date, whether or not then due and payable, which was not paid by Seller prior to the Closing Date and which represents an Assumed Liability, excluding, for the avoidance of doubt, any amount paid by Seller after the Closing Date directly to the applicable third party.

Section 2.07 Allocation of Purchase Price. Seller and Buyer agree that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Purchased Assets for all purposes (including Tax, regulatory and financial accounting) as shown on the allocation schedule set forth as **Exhibit D1**. Seller and Buyer further agree that said amounts shall be allocated among the different categories of Purchased Assets as set forth on **Section 2.07** of the Disclosure Schedules. Seller and Buyer agree that the Parties are relying on such allocation and no change shall be permitted to such allocation without the prior written consent of each of Seller and Buyer.

Section 2.08 Third Party Consents. Without affecting Buyer's rights under Section 7.01(c), to the extent that Seller's rights under any Contract or Permit may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller and Buyer shall each use commercially reasonable efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller and Buyer shall each use commercially reasonable efforts to act after the Closing for a period of one year to obtain for Buyer the benefits thereunder and shall cooperate with Buyer during such period in any other reasonable arrangement designed to provide such benefits to Buyer.

### **ARTICLE III**

### CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Sutherland Asbill & Brennan LLP, 999 Peachtree Street NE, Atlanta, Georgia 30309, at 10:00 AM Eastern Time, on the third Business Day after all of the conditions to Closing set forth in Article VII (*Conditions to Closing*) are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time, date or place as Seller and Buyer may mutually agree upon in writing. The date on which the Closing occurs is herein referred to as the "Closing Date". The Closing shall be deemed effective as of 12:01 AM (Eastern Time) on the Closing Date.

# Section 3.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale in the form of **Exhibit A** hereto (the "**Bill of Sale**") and duly executed by Seller, transferring the Tangible Personal Property included in the Purchased Assets to Buyer;

(ii) an assignment and assumption agreement in the form of <u>Exhibit B</u> hereto (the "Assignment and Assumption Agreement") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;

(iii) assignments in the form of <u>Exhibit C</u> hereto (the "Intellectual Property Assignments") and duly executed by Seller, transferring all of Seller's right, title and interest in and to the Intellectual Property Assets and the Intellectual Property Licenses to Buyer, if any;

(iv) an Assignment of Lease in the form of <u>**Exhibit** E</u> hereto (the "Lease Assignment") and duly executed by Seller, assigning all of Seller's right, title and interest in and to the Real Property;

- (v) the Seller Closing Certificate;
- (vi) the FIRPTA Certificate;
- (vii) the New Equipment Notice and Occasional Sale Notice;
- (viii) the Tax Clearance Certificate;

(ix) the certificates of the officer, Secretary or Assistant Secretary of Seller, as applicable, required by Section 7.02(j) (Conditions to Obligations of Buyer), Section 7.02(k) (Conditions to Obligations of Buyer) and Section 7.02(l) (Conditions to Obligations of Buyer); and

(x) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Purchase Price, as adjusted in accordance with Section 2.06 (*Purchase Price Adjustment*);

- (ii) the Assignment and Assumption Agreement duly executed by Buyer;
- (iii) the Intellectual Property Assignments duly executed by Buyer;
- (iv) the Buyer Closing Certificate;

(v) the certificates of the Secretary or Assistant Secretary of Buyer required by Section 7.03(e) (Conditions to Obligations of Seller), Section 7.03(f) (Conditions to Obligations of Seller) and Section 7.03(g) (Conditions to Obligations of Seller);

(vi) the Direct Pay Permit; and

(vii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Seller, as may be required to give effect to this Agreement.

## **ARTICLE IV**

#### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Seller represents and warrants to Buyer as set forth below.

Section 4.01 Organization and Qualification of Seller and Seller Parent. Each of Seller and Seller Parent is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Delaware. Seller has full limited liability company power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. Section 4.01 of the Disclosure Schedules sets forth each jurisdiction in which Seller is licensed or qualified to do business, and Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary, except in those jurisdictions where the failure to be so duly licensed or qualified would not reasonably be expected to have a Material Adverse Effect. Seller is a wholly-owned subsidiary of Seller Parent and no other Person owns, or holds an option to purchase, any equity or capital interest in Seller.

Section 4.02 Authority of Seller and Seller Parent. Each of Seller and Seller Parent has full limited liability company power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller and Seller Parent of this Agreement and any other Transaction Document to which each of them is a party, the performance by Seller and Seller Parent of their obligations hereunder and thereunder and the consummation by Seller and Seller Parent of the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company action on the part of Seller or Seller Parent, respectively. This Agreement has been duly executed and delivered by Seller and Seller Parent, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of Seller and Seller Parent enforceable against Seller and Seller Parent in accordance with its terms. When each other Transaction Document to which Seller or Seller Parent is or will be a party has been duly executed and delivered by Seller or Seller Parent (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Seller or Seller Parent, enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar Laws relating to or affecting the rights of creditors generally or by general equitable principles.

Section 4.03 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of formation, by-laws, limited liability company agreement, or other organizational documents of Seller; (b) assuming all of the consents set forth on Section 4.03(b) of the Disclosure Schedules have been obtained and other notifications provided in the ordinary course of business have been made, conflict with, or result in, a material violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets; (c) assuming all of the consents set forth in Section 4.03(c) of the Disclosure Schedules have been obtained, require the consent, notice or other action by any Person under, conflict with, or result in, a material violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Material Contract or Permit to which Seller is a party or by which Seller or the Business is bound or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets other than Permitted Encumbrances. No consent, approval, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except (A) as may be required under the HSR Act, (B) as are set forth on Section 4.03(b) of the Disclosure Schedules and (C) those which, if not obtained or given by Seller, would reasonably be expected to result in a Material Adverse Effect.

Section 4.04 Financial Statements. Copies of Seller's unaudited financial statements consisting of the balance sheet of the Business as of December 31 in each of the years 2013 and 2014, the unaudited financial statement for the quarter ending March 31, 2015, and the related statement of income for the periods then ended (the "Financial Statements") have been provided to Buyer. Except as set forth on Schedule 4.04 of the Disclosure Schedules, the Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject, to normal and recurring year-end adjustments (the effect of which will not be materially adverse), audit adjustments and the absence of footnotes. The Financial Condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated. The balance sheet of the Business as of December 31, 2014 is referred to herein as the "Balance Sheet" and the date thereof as the "Balance Sheet Date". Seller maintains a standard system of accounting for the Business established and administered in accordance with GAAP.

Section 4.05 Undisclosed Liabilities. Seller has no Liabilities with respect to the Business, except (a) those which are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date, (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and which are not,

individually or in the aggregate, material in amount, (c) those disclosed on **Section 4.05** of the Disclosure Schedules, and (d) Excluded Liabilities.

# Section 4.06 Material Contracts.

(a) Section 4.06(a) of the Disclosure Schedules sets forth a list as of the date of this Agreement of the following Contracts (x) by which any of the Purchased Assets are bound or (y) to which Seller is a party or by which it is bound in connection with the Business or the Purchased Assets (such Contracts listed on Section 4.06(a) of the Disclosure Schedules that meet the descriptions in this Section 4.06 being collectively, the "Material Contracts"):

(i) the Lease and any other lease of real property;

(ii) Contracts for future receipt of assets or services other than Contracts with a nominal value of less than \$50,000 individually;

- (iii) all interconnection Contracts;
- (iv) all Contracts for the transportation of natural gas;
- (v) all Contracts for the sale of energy, capacity or ancillary services;

(vi) all Contracts that require Seller to purchase or sell a stated portion of the requirements or outputs of the Business or that contain "take or pay" provisions;

(vii) all Contracts that provide for the material indemnification of any Person or the assumption of any Tax or environmental Liability of any Person by Seller;

(viii) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(ix) all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts;

(x) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) and which are not cancellable without material penalty or without more than 30 days' notice;

(xi) any lease of tangible personal property with annual rental payments exceeding \$10,000;

(xii) except for Contracts relating to trade receivables and intercompany debt, all Contracts relating to indebtedness for borrowed money (including, without limitation, guarantees);

(xiii) all Contracts with any Governmental Authority;

(xiv) all Contracts that limit or purport to limit the ability of Seller to compete in any line of business or with any Person or in any geographic area or during any period of time;

(xv) all Contracts entered into with an Affiliate(s);

(xvi) all joint venture, partnership or similar Contracts;

(xvii) all Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets;

Asset;

(xviii) all powers of attorney with respect to the Business or any Purchased

(xix) all collective bargaining agreements or Contracts with any labor organization, union or association; and

(xx) all other Contracts that are material to the Purchased Assets or the operation of the Business and not previously disclosed pursuant to this **Section 4.06**.

(b) Each Material Contract is valid and binding in all material respects on Seller in accordance with its terms and is in full force and effect in all material respects. None of Seller or, to Seller's Knowledge, any other party thereto is in material breach of or material default under (or is alleged to be in material breach of or default under), or has provided or received any notice of any intention to terminate any Material Contract. Since the Purchase Date, neither party to any Material Contract has granted a waiver or forbearance of any material provision of any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Buyer. Except as listed in **Schedule 4.06(b)** of the Disclosure Schedules, there are no material disputes pending or, to Seller's Knowledge, threatened under any Material Contract included in the Purchased Assets.

Section 4.07 Title to Purchased Assets. Subject to Permitted Encumbrances (as defined below), Seller has good and valid title to or good and valid leasehold interest in all of the Purchased Assets and will have at Closing good and valid title to or good and valid leasehold interest in all of the Purchased Assets other than those disposed of in accordance with Section 6.01. All such Purchased Assets are, or will be at the Closing, free and clear of Encumbrances except for the following (collectively referred to as "Permitted Encumbrances"):

(a) those items set forth in **Section 4.07** of the Disclosure Schedules;

(b) liens for Taxes not yet due or delinquent and payable or being contested in good faith by appropriate procedures and for which there are adequate accruals or reserves reflected on the Balance Sheet;

(c) all matters that are disclosed (whether or not subsequently deleted or endorsed over) on any survey, in the title policies insuring the Purchased Assets or any commitments therefor, or in any title reports, to the extent such surveys, title policies, commitments or title reports are listed on and attached to **Section 4.09(a)(i)** of the Disclosure Schedules;

(d) imperfections or irregularities of title and other liens and Encumbrances that would not, individually or in the aggregate, materially detract from the value of the affected property or materially impair the use of the affected property in the Business;

(e) the terms and conditions of (i) the Assigned Contracts and (ii) the Permits listed on **Section 4.15(b)** (*Compliance with Laws; Permits*) of the Disclosure Schedules; and

(f) easements, rights of way and other similar encumbrances affecting the Real Property which would not, individually or in the aggregate, materially detract from the value of the affected property.

Section 4.08 Books and Records / Sufficiency of Assets. To Seller's Knowledge, (a) all Books and Records pertaining to the operation and maintenance of the Purchased Assets are accurate and current in all material respects and (b) the Purchased Assets, together with the Excluded Assets, are adequate in all material respects for the uses to which they are being currently put.

# Section 4.09 Real Property

(a) Section 4.09(a) of the Disclosure Schedules sets forth a description of each parcel of real property used in or necessary for the conduct of the Business by Seller as currently conducted (all such parcels, together with all buildings, fixtures, structures and improvements situated thereon and all easements, rights-of-way and other rights and privileges appurtenant thereto, collectively, the "Real Property"). Seller has delivered to Buyer copies of (i) the deeds, leases and other instruments (as recorded) for each parcel of Real Property and (ii) all title insurance policies, opinions, abstracts and surveys with respect to such Real Property, that are in the possession of Seller. With respect to each parcel of Real Property:

(i) Seller has good and marketable fee simple title or good and marketable leasehold interest, as applicable to the Real Property, free and clear of all Encumbrances, except for (A) Permitted Encumbrances; and (B) those Encumbrances set forth on **Section 4.09(a)(i)** of the Disclosure Schedules.

(ii) except for Permitted Encumbrances and items set forth on Section 4.09(a)(ii) of the Disclosure Schedules, Seller has not leased or subleased (as lessor or sublessor) or otherwise granted to any Person the right to use or occupy such Real Property or any portion thereof;

(iii) Seller has not granted, and to Seller's Knowledge, there are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase such Real Property or any portion thereof or interest therein, other than pursuant to the Lease or as set forth on **Section 4.09(a)(iii)** of the Disclosure Schedules;

(iv) Seller has delivered to Buyer a true and complete copy of each lease respecting any parcel of Real Property, and each such lease as with respect to Seller is valid, binding, enforceable and in full force and effect, and Seller is not in material breach or default under such lease, and Seller has paid all rent due and payable under such lease.

(b) The Real Property is sufficient for the conduct of the Business as presently conducted and constitutes all of the real property necessary to conduct the Business as currently conducted.

(c) Seller has no Knowledge of, nor has it received any written notice of, any special taxes or assessments relating to the Real Property or any part thereof or any planned public improvements that may result in a special tax or assessment against the Real Property.

### Section 4.10 Intellectual Property.

Section 4.10(a) of the Disclosure Schedules lists all Intellectual Property Assets, (a) whether or not registered, which are material to the operation of the Business and owned, licensed or otherwise used by Seller, including Seller's formal name and all derivations thereof. All required filings and fees related to material Intellectual Property Assets have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Assets are otherwise in good standing, except where the failure to be in good standing would not reasonably be expected to materially impair the value of the applicable Intellectual Property Asset. Seller has provided Buyer with true and complete copies of all file histories, documents, certificates, office actions, correspondence, licenses and other agreements, instruments and materials in its possession related to Intellectual Property Assets. All material Intellectual Property Licenses are valid, binding and enforceable between Seller and the other parties thereto, and Seller is in material compliance with the terms and conditions of such Intellectual Property Licenses. The Intellectual Property Assets currently owned, licensed or used by Seller, and the conduct of the Business as currently conducted by Seller have not, do not and will not infringe, violate or misappropriate the Intellectual Property of any Person. Seller has not received any communication, and no Action has been settled or, to Seller's Knowledge, instituted or threatened that alleges any such infringement, violation or misappropriation, and, to Seller's Knowledge, none of the Intellectual Property Assets are subject to any outstanding Governmental Order. Seller has not granted, licensed, or authorized to any Person any right or authority with respect to any Intellectual Property Asset. To Seller's Knowledge, no Person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any Intellectual Property Assets.

(b) Except as set forth in **Section 4.10(b)** of the Disclosure Schedules, Seller owns, exclusively or jointly with other Persons, all right, title and interest in and to the Intellectual Property Assets, free and clear of Encumbrances. Seller is in material compliance with all legal requirements applicable to the Intellectual Property Assets and Seller's ownership and use thereof.

Section 4.11 Inventory. All Inventory is owned by Seller free and clear of all Encumbrances other than Permitted Encumbrances, and no Inventory is held on a consignment basis. All Inventory as of the date of this Agreement is listed in Section 4.11 of the Disclosure Schedules.

#### Section 4.12 Reserved.

Section 4.13 Insurance. Seller has provided to Buyer (a) a true and complete list of all insurance policies that are maintained by Seller or its Affiliates for and are material to the Business or the Purchased Assets (collectively, the "Insurance Policies"); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Seller since the Purchase Date. Except as set forth on Section 4.13(b) of the Disclosure Schedules, to Seller's Knowledge there are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if not vet due, accrued. All such Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are not generally known to be financially insolvent; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy.

# Section 4.14 Legal Proceedings; Governmental Orders.

(a) Except as set forth in **Section 4.14(a)** of the Disclosure Schedules, there are no Actions pending or, to Seller's Knowledge, threatened against or by Seller or any Affiliate (i) affecting the Business, the Purchased Assets or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To Seller's Knowledge, as of the date hereof, no specific event has occurred or specific circumstances exist that would reasonably be expected to give rise to, or serve as a basis for, any such Action.

(b) Except as set forth in Section 4.14(b) of the Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Business. Seller is in material compliance with the terms of each Governmental Order set forth in Section 4.14(b) of the Disclosure Schedules. To Seller's Knowledge, no specific event has occurred or specific circumstance exists that reasonably is expected to constitute or result in (with or without notice or lapse of time) a violation of any such material Governmental Order as set forth in Section 4.14(b) of the Disclosure Schedules.

# Section 4.15 Compliance With Laws; Permits.

(a) Except as set forth in **Section 4.15(a)** of the Disclosure Schedules, Seller is in material compliance with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.

(b) All Permits required for Seller to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets as currently owned and used have been obtained by Seller and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Section 4.15(b) of the Disclosure Schedules lists all current Permits issued to Seller which are material to the conduct of the

Business as currently conducted or the ownership and use of the Purchased Assets, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in **Section 4.15(b)** of the Disclosure Schedules.

#### Section 4.16 Environmental Matters.

(a) Except as set forth in Section 4.16(a)(i) of the Disclosure Schedules, the Business and the Purchased Assets are currently and have been since the Purchase Date in material compliance with all Environmental Laws. Except as set forth in Section 4.16(a)(ii) of the Disclosure Schedules and, since the Purchase Date, Seller has not received from any Person, with respect to the Business or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim or (ii) written request for information pursuant to Environmental Law, which, in each case of (i) and (ii), is in respect of a violation or a reasonably probable violation of Environmental Law and remains pending or unresolved.

(b) Seller has obtained and is in material compliance with all Environmental Permits (each of which is disclosed in **Section 4.16(b)(i)** of the Disclosure Schedules) necessary for the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets. Except as set forth on **Section 4.16(b)(ii)** of the Disclosure Schedules, all such Environmental Permits are in full force and effect. To Seller's Knowledge, no specific condition, event or circumstance has occurred with respect to such Environmental Permits that might reasonably be expected to materially prevent or impede, after the Closing Date, the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets as currently conducted. Seller has not, since the Purchase Date, received any Environmental Notice or written communication regarding any material change in the status or terms and conditions of the same.

(c) None of the Business or the Purchased Assets in connection with the Business is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) Since the Purchase Date, (i) there has been no Release of Hazardous Materials in material violation of an Environmental Law with respect to the Business or the Purchased Assets and (ii) Seller has not received an Environmental Notice that any of the Business or the Purchased Assets (including soils, groundwater, surface water, buildings and other structure located thereon) has been contaminated with any Hazardous Material which would reasonably be expected to result in a material Environmental Claim against, or a material violation of Environmental Law or term of any Environmental Permit. Since the Purchase Date, Seller has not disposed, or arranged for the disposal, of Hazardous Materials in a manner that has materially violated the Environmental Laws.

(e) Section 4.16(e) of the Disclosure Schedules contains a complete and accurate list, to Seller's Knowledge, of all active or abandoned aboveground or underground storage tanks owned or operated by Seller since the Purchase Date in connection with the Business or the

Purchased Assets. To Seller's Knowledge, there are no materials or equipment containing polychlorinated biphenyls located at, on, in or under the Purchased Assets.

(f) **Section 4.16(f)** of the Disclosure Schedules contains a complete and accurate list of all off-site Hazardous Materials storage or disposal facilities or locations used by Seller since the Purchase Date in connection with the Business or the Purchased Assets, and to Seller's Knowledge, none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA or any similar state list, and Seller has not received any Environmental Notice regarding material liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller since the Purchase Date.

(g) Since the Purchase Date, except as may be found in the Assigned Contracts or the Excluded Contracts, Seller has not retained, undertaken or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(h) Seller has provided or otherwise made available to Buyer any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Business or the Purchased Assets or any real property currently or formerly owned, leased or operated by Seller in connection with the Business which are in the possession or control of Seller with respect to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials.

(i) Subject to **Section 4.16(i)** of the Disclosure Schedules, Seller owns and controls all Environmental Attributes set forth in **Section 4.16(i)** of the Disclosure Schedules and has not entered into any Contract to transfer, lease, license, guarantee, sell, mortgage, pledge or otherwise dispose of or encumber any such Environmental Attributes as of the date hereof.

(j) Since the Purchase Date, Seller has not asserted any claims for breach of environmental representations made by Dynegy, Inc. pursuant to that certain Purchase and Sale Agreement, dated August 9, 2009, among Dynegy, Inc. (and certain of its Affiliates) and Seller Parent (and certain of its Affiliates).

Section 4.17 Employee Benefit and Employment Matters. Since the Purchase Date, Seller has not (a) had any Employees; (b) sponsored any Benefit Plans; (c) sponsored any Qualified Benefit Plans; (d) sponsored any MPPAA Plans; (e) been a party to any employment, collective bargaining or any other type of employee agreement with any Employee of Seller; or (f) committed or been subject to any violations, claims, liabilities, inquiries or Governmental Authority investigations under any applicable employment or labor Laws, including without limitation the WARN Act.

## Section 4.18 Reserved.

Section 4.19 Taxes. Except as set forth in Section 4.19 of the Disclosure Schedules:

(a) All Tax Returns required to be filed by Seller for any Pre-Closing Tax Period have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all

material respects. All Taxes due and owing by Seller (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) Seller has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any Employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(c) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller since the Purchase Date.

(d) All deficiencies asserted, or assessments made, against Seller as a result of any examinations by any taxing authority have been fully paid.

(e) Seller is not a party to any Action by any taxing authority. There are no pending or, to Seller's Knowledge, threatened Actions by any taxing authority against Seller.

(f) To Seller's Knowledge, there are no Encumbrances (other than Permitted Encumbrances) for Taxes upon any of the Purchased Assets nor, to Seller's Knowledge, is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets (other than for current Taxes not yet due and payable).

(g) The entity that is treated as the owner of Seller's assets for federal income tax purposes, is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

Section 4.20 Absence of Certain Changes, Events and Conditions. Except as set forth on Section 4.20 of the Disclosure Schedules, since the Balance Sheet Date until the date hereof, there has not been any:

(a) events, occurrences or developments that have had, individually or in the aggregate, a Material Adverse Effect;

(b) material change in any method of accounting or accounting practice for the Business, except as required by GAAP or as disclosed in the notes to the Financial Statements;

(c) material change in policies, practices and procedures with respect to inventory control;

(d) entry into any Contract that would constitute a Material Contract other than in the ordinary course of business consistent with past practice;

(e) incurrence, assumption or guarantee of any indebtedness for borrowed money in connection with the Business except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice;

(f) transfer, assignment, sale or other disposition of any of the Purchased Assets shown or reflected in the Balance Sheet other than the Excluded Assets or in the ordinary course of business consistent with past practice;

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(g) cancellation of any debt or claim or amendment, termination or waiver of any rights constituting Purchased Assets;

(h) transfer, assignment or grant of any license or sublicense of any material rights under or with respect to any Intellectual Property Assets or Intellectual Property Licenses other than in the ordinary course of business consistent with past practice;

(i) on or before the date of this Agreement, material damage, destruction or loss, or any material interruption in use, of any Purchased Assets, whether or not covered by insurance;

(j) acceleration, termination, material modification to or cancellation of any Assigned Contract or Permit other than in the ordinary course of business consistent with past practice;

(k) material capital expenditures which would constitute an Assumed Liability;

(1) imposition of any Encumbrance upon any of the Purchased Assets other than in the ordinary course of business consistent with past practice;

(m) grant of any bonuses, whether monetary or otherwise, or any general wage or salary increases in respect of any Employees, other than as provided for in any written agreements or consistent with past practice, or change in the terms of employment for any Employee;

(n) hiring of any Employees or entry into a collective bargaining agreement covering any Employee;

(o) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;

(p) lease of any property or assets in connection with the Business other than in the ordinary course of business consistent with past practice;

(q) adoption, amendment, modification or termination of any bonus, profit sharing, incentive, severance, or other plan, Contract or commitment for the benefit of any Employees (or any such action taken with respect to any other Benefit Plan);

(r) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing; or

(s) any Governmental Order issued or interpreted to do any of the foregoing or compliance with which would result in any of the foregoing.

Section 4.21 Brokers. Except as set forth in Section 4.21 of the Disclosure Schedules, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

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# **ARTICLE V**

### **REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as set forth below.

Section 5.01 Organization of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the Commonwealth of Kentucky. Buyer is duly licensed or qualified to do business and is in good standing in each jurisdiction where the actions to be performed by it hereunder makes such qualification or licensing necessary, except in those jurisdictions where the failure to be so duly licensed or qualified would not reasonably be expected to have a Material Adverse Effect.

Section 5.02 Authority of Buyer. Buyer has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and all other Transaction Documents to which Buyer is a party, the performance by Buyer of its obligations hereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms. When each other Transaction Document to which Buyer is or will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Buyer enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar Laws relating to or affecting the rights of creditors generally or by general equitable principles.

Section 5.03 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Buyer; (b) assuming all of the consents set forth on Section 5.03(b) of the Disclosure Schedules have been obtained and other notifications provided in the ordinary course of business have been made, conflict with or result in a material violation or breach of any provision of any Law or Governmental Order applicable to Buyer or any of its assets; or (c) assuming all of the consents set forth on Section 5.03(c) of the Disclosure Schedules have been obtained, require the consent, notice or other action by any Person under any Contract to which Buyer is a party. No consent of, or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except (A) as may be required under the HSR Act, (B) as are set forth on Section 5.03(b) of the Disclosure Schedules and (C) those which, if not obtained or given by Buyer, would reasonably be expected to result

in a Material Adverse Effect. Buyer is an electric cooperative that receives financing under the Rural Electrification Act of 1936 and is not a "public utility" as that term is defined under the Federal Power Act.

Section 5.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.05 Sufficiency of Funds. Buyer has access to, and will have at the Closing, sufficient cash or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement. Buyer knows of no circumstances or condition that could reasonably be expected to prevent the availability at Closing of such cash.

Section 5.06 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement, except to the extent that any such Actions would not reasonably be expected to have a Material Adverse Effect.

Section 5.07 Compliance with Laws and Orders. Except as set forth on Section 5.07 of the Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting Buyer or its assets that would reasonably be expected to have a Material Adverse Effect.

# **ARTICLE VI**

### **COVENANTS**

Section 6.01 Conduct of Business Prior to the Closing. Subject to this Section 6.01, from the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld or delayed), Seller shall

(a) conduct the Business in the ordinary course of business consistent with past practice;

(b) use commercially reasonable efforts to maintain and preserve in all material respects the Purchased Assets and its current Business organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of its, suppliers, regulators and others having relationships with the Business;

(c) continue (and, as applicable, renew) without material modification all Insurance Policies, except as undertaken by Seller in connection with the Closing and as required by applicable Law;

(d) utilize the Inventory solely in connection with the operation of the Plant and replenish the Inventory in the ordinary course of business consistent with past practice;

(e) preserve and maintain all Permits required for the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets;

(f) only with respect to the Non-PPA Units, during the period from the date of this Agreement until the Closing Date, operate the Non-PPA Units so as to either: (1) not emit more than 31.7 tons of nitrous oxide; or (2) not exceed 400 hours of operation for each Non-PPA Unit;

(g) pay the debts, Taxes and other obligations of the Business when due (subject to good faith disputes);

(h) defend and protect the properties and assets included in the Purchased Assets from infringement or usurpation;

(i) comply in all material respects with all Laws and Governmental Orders applicable to the conduct of the Business or the ownership and use of the Purchased Assets;

(j) perform all of its obligations under all Assigned Contracts and not materially amend, terminate or grant a waiver under the Assigned Contracts;

(k) maintain Books and Records in the ordinary course of business and in the form used by the Business, consistent with past practices;

(l) not dispose of any material Tangible Personal Property other than obsolete, damaged or worn out equipment and parts, in the ordinary course of business consistent with past practices;

(m) institute or agree to settle any Action materially affecting the Business, the Purchased Assets or the Assumed Liabilities;

(n) not hire any Employee;

(o) not cancel any debt or claim or amend, terminate or waive any rights constituting Purchased Assets;

(p) not transfer, assign or grant any license or sublicense of any material rights under or with respect to any Intellectual Property Assets or Intellectual Property Licenses other than in the ordinary course of business consistent with past practice;

(q) not make any material capital expenditures which would constitute an Assumed Liability;

(r) not create any Encumbrance upon any of the Purchased Assets other than in the ordinary course of business consistent with past practice; and

(s) neither adopt any plan of merger, consolidation, reorganization, liquidation or dissolution nor file a petition in bankruptcy under any provisions of federal or state bankruptcy Law nor consent to the filing of any bankruptcy petition against it under any similar Law.

Section 6.02 Access to Information. From the date hereof until the Closing, Seller shall (a) afford Buyer and its Representatives reasonable and non-invasive access to inspect all of the Purchased Assets, Books and Records and Assigned Contracts of the Business; (b) furnish Buyer and its Representatives with access to the Books and Records as Buyer or any of its Representatives may reasonably request; (c) instruct the Representatives of Seller (including personnel of providers of operation and maintenance services) to cooperate with Buyer with the foregoing and to be available for inquiries and discussion of operation of the Plant and related matters; and (d) provide Buyer with advance notice of any major or non-routine maintenance or major service to be performed on the Purchased Assets and permit Buyer and a reasonable number of its Representatives to attend and witness such maintenance or service; provided, however that Seller shall have the right to have a Representative present and impose reasonable restrictions and requirements for safety purposes. Any access pursuant to this Section 6.02 shall be scheduled with Seller a reasonable time period in advance of such access (considering the matter to be reviewed or witnessed by Buyer), shall be conducted during normal business hours, shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business or any other businesses of Seller, shall be in compliance with applicable Laws and any Contracts or Permits to which Seller or any of its Affiliates is a party and shall be non-invasive in nature. No investigation by Buyer or other information received by Buyer shall operate as a waiver of any express representation, warranty or agreement given or made by Seller under Article IV in this Agreement. Buyer agrees to indemnify and hold harmless Seller for any and all Liability to the extent arising out of Buyer's or its Representatives' negligence relating to the access rights under this Section 6.02, including any claims by any of Buyer's Representatives for any injuries or property damage while present on the Real Property.

# Section 6.03 No Solicitation of Other Bids.

(a) Seller shall not, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, or continue inquiries regarding an Acquisition Proposal; (ii) initiate or continue (except in the case of Buyer) discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Seller shall immediately cease and cause to be terminated, directly or indirectly, all existing discussions or negotiations with any Persons conducted heretofore with respect to an Acquisition Proposal. For purposes hereof, "Acquisition Proposal" means any proposal or offer from any Person (other than Buyer or any of its Affiliates) relating to the direct or indirect disposition, whether by sale, merger or otherwise, of all or any substantial portion of the Business or the Purchased Assets.

(b) Seller agrees that the rights and remedies for noncompliance with this **Section 6.03** shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to Buyer and that money damages may not provide an adequate remedy to Buyer therefor.

## Section 6.04 Notice of Certain Events; Removal of Excluded Assets.

(a) From the date hereof until the Closing, Seller shall provide to Buyer monthly operating reports consistent with those currently prepared by Seller. From the date hereof until the Closing, each Party shall promptly notify the other Party in writing of:

(i) any fact, circumstance, or event, the existence or occurrence of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or would reasonably be expected to result in, any representation or warranty made by Seller in Article IV or by Buyer in Article V hereunder not being true and correct or which has resulted in a breach of any representation, warranty or covenant set forth in this Agreement or (C) has resulted in, or would reasonably be expected to result in, the failure of any of the conditions set forth in Section 7.02 or Section 7.03, as applicable, to be satisfied;

(ii) material mechanical break-down or other operational or mechanical malfunction or damage that to Seller's Knowledge or to Buyer's knowledge, as applicable, occurs with respect to a Purchased Asset, including the Units, prior to the Closing;

(iii) any written notice or other communication from any Person received by Seller or Buyer, as applicable, alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement

(iv) any written notice or other communication from any Governmental Authority, including any Governmental Order, that relates to any of the conditions set forth in **Section 7.02** or **Section 7.03**, as applicable, or otherwise calls into question the consummation of the transactions contemplated by this Agreement; and

(v) any Actions commenced or, to Seller's Knowledge, or to Buyer's knowledge, as applicable, threatened against, relating to or involving or otherwise affecting the Business, the Purchased Assets or the Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to **Section 4.14** (*Legal Proceedings; Governmental Orders*).

(b) Neither Buyer's receipt of information pursuant to this Section 6.04 nor its failure to act thereon shall (i) operate as a waiver of any representation, warranty or agreement given or made by Seller in this Agreement (including Section 8.02 and Section 9.01(b)) or (ii) be deemed to amend or supplement the Disclosure Schedules.

(c) On or before the Closing, Seller shall remove all Excluded Assets from the Plant and the Real Property to be occupied by Buyer. Such obligation for removal shall be done in such manner as to avoid damage to the Purchased Assets and the Plant and any disruption of the business operations to be conducted by Buyer after the Closing. Any damage to the Purchased Assets resulting from such removal shall be treated by Buyer as an adjustment (deduction) to the Purchase Price and addressed in accordance with the procedures set forth in **Section 2.06** (*Purchase Price Adjustment*). If the cost to repair such damage is not known at the Closing, for purposes of Closing, the amount of the Purchase Price shall be reduced by an estimate to be conducted by a qualified firm reasonably acceptable to Buyer and Seller and selected by Buyer and Seller in good faith. Promptly after the damage has been repaired and the cost is known, Buyer will pay to Seller any amount by which the estimate exceeds the cost and Seller will pay to Buyer any amount by which the cost exceeds the estimate. Buyer will provide Seller all invoices or other documentation necessary to establish the amount of the cost.

Section 6.05 Cooperation on Permits. Buyer will have primary responsibility to obtain and transfer Environmental Permits necessary for the Purchased Assets and Business. As of the Closing Date and thereafter, Seller will, without further consideration (excepting that the cost of the permit transfer fees to be Buyer's responsibility), reasonably cooperate with Buyer, including the execution of such documents and instruments as may reasonably be deemed necessary, except where such execution could in Seller's determination require Seller to make any payments or incur any Liabilities, such that Buyer may: (i) be allowed to operate on the Environmental Permits, including, without limitation, designating Buyer or Buyer's Affiliates as an "operator" under the Environmental Permits and approving and signing all operator change forms or revisions prepared by Buyer at or immediately after the Closing; and (ii) receive transfer of such Environmental Permits or become the successor thereto as the Governmental Authority may require.

Section 6.06 Confidentiality. From and after the Closing, Seller shall, and shall cause its Affiliates to, hold, and shall use their commercially reasonable efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that such party can show that such information (a) is generally available to and known by the public through no fault of Seller, any of its Affiliates or Representatives; or (b) is lawfully acquired by Seller, any of its Affiliates or Representatives; or (b) is lawfully acquired by Seller, any of its Affiliates or Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Seller or any of its Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which Seller is advised by its counsel is legally required to be disclosed, *provided that* Seller shall use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 6.07 LG&E Approval. Buyer shall pursue diligently and in good faith the approval of Buyer's Network Integration Transmissions Service Request ("NITS Request") (which was filed with Louisville Gas & Electric Company ("LG&E") prior to the date hereof) for Unit 3 to be delivered as a Designated Network Resource. Buyer shall promptly furnish to Seller copies of any notices, correspondence or other written communications with LG&E relating to such approval.

#### Section 6.08 Governmental Approvals and Consents.

(a) Each party hereto shall proceed diligently and in good faith to make, or cause to be made, all filings and submissions listed on and as set forth in **Sections 4.03(b)** and **5.03(b)** of the Disclosure Schedules and to make all required filings to be made by it with and to give all required notices to Governmental Authorities that are necessary for (A) such party's execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and

the other Transaction Documents and (B) the transfer of all Permits listed on Section 4.15(b) of the Disclosure Schedules and Environmental Permits listed on Section 4.16(b)(i) of the Disclosure Schedules. Each party shall reasonably cooperate with the other party and its Affiliates in promptly seeking to make all such required filings and submissions. In furtherance of the foregoing covenants, Buyer and Seller shall submit, in no event later than 60 days (subject to extension by mutual agreement) after the execution hereof, application(s) for HSR Act approval. With respect to HSR Act filings, Buyer and Seller shall request expedited treatment, shall promptly furnish each other with copies of any notices, correspondence or other written communication from the relevant Governmental Authority, shall promptly make any appropriate or necessary subsequent or supplemental filings and shall cooperate in the preparation of such filings as is reasonably necessary and appropriate.

(b) Seller shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are described in **Sections 4.03(b)** and **4.03(c)** of the Disclosure Schedules. Buyer shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are described in **Sections 4.03(b)** (provided that if Schedule 4.03(b) is deemed to include additional federal Governmental Authority approvals as contemplated in Section 6.08(f), Buyer shall cooperate with Seller in Seller's efforts to obtain such approval but Buyer shall not be required to use commercially reasonable efforts to give notice or obtain consent from such Governmental Authority), **4.03(c)**, **5.03(b)** and **5.03(c)** of the Disclosure Schedules. For the avoidance of doubt, neither Buyer nor Seller shall be obligated to pay, reimburse or provide or cause any of its Affiliates to pay, reimburse or provide any compensation or consideration to obtain the written consent of any counterparty to the assignment of any Assigned Contract.

(c) Without limiting the generality of the parties' undertakings pursuant to subsections (a) and (b) above, each of the parties hereto shall use commercially reasonable efforts as follows:

(i) Buyer shall make all required filings with the KPSC within thirty (30) days from the date of this Agreement and shall seek to obtain the timely approval of the transactions contemplated by this Agreement by the KPSC (but in any event, Buyer's filing(s) with the KPSC shall request approval of the transactions contemplated by this Agreement no later than December 1, 2015). Buyer shall promptly (A) furnish Seller with copies of any notices, correspondence or other written communications from the KPSC and the status of KPSC approval and (B) notify Seller if Buyer has or obtains actual knowledge regarding any material facts or circumstances that would indicate that the KPSC will not grant to Buyer approval of the transactions contemplated by this Agreement by December 31, 2015.

(ii) each party shall use commercially reasonable efforts to obtain all consents, authorizations, orders and approvals as described in this **Section 6.08** in sufficient time to allow a Closing by or before December 31, 2015;

(iii) each party shall respond to any inquiries by any Governmental Authority regarding antitrust or other matters with respect to the transactions contemplated by this Agreement or any other Transaction Document; and

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(iv) each party shall use commercially reasonable efforts to prevent the imposition of any Governmental Order or the taking of any action by any Governmental Authority that would restrain, alter or enjoin the transactions contemplated by this Agreement or any other Transaction Document.

(d) Promptly after either Party makes any written submission to a Governmental Authority in connection with this **Section 6.08**, that Party shall provide a copy of such submission to the other Party; provided, that such copy may have redacted from it such information for which the submitting Party has made a credible claim to the Governmental Authority of exemption from any applicable open records, freedom of information, or similar Law. Each party shall give the other advance written notice of any public hearing or similar proceeding with any Governmental Authority or regulators of any Governmental Authority, with such notice being sufficient to provide the other with the opportunity to attend such hearing.

(e) Notwithstanding the foregoing, nothing in this **Section 6.08** shall require, or be construed to require, Buyer or Seller or any of their Affiliates to agree to (i) sell, hold, divest, discontinue or limit, before or after the Closing Date, any assets, businesses or interests of Buyer or Seller or any of their Affiliates (other than pursuant to this Agreement); (ii) waive their respective conditions set forth in **Article VII** (*Conditions to Closing*); or (iii) any modification or waiver of the terms and conditions of this Agreement.

(f) In the event of a determination that Seller was required to seek approval from a federal Governmental Authority not listed on Section 4.03(b) of the Disclosure Schedules (without giving effect to any addition on Section 4.03(b) of the Disclosure Schedules pursuant to Section 7.01(c) of the Disclosure Schedules), then, notwithstanding any other provision in this Agreement to the contrary: (i) other than with respect to the last sentence of Section 5.03, Seller shall have no claim against Buyer and Buyer shall have no Liability of any kind whatsoever to Seller arising from or relating to Seller's failure to apply for or obtain such approval in advance of proceeding with Closing; (ii) Buyer shall have no claim against Seller and Seller shall have no Liability of any kind whatsoever to Buyer arising from or relating to Seller's failure to apply for or obtain such approval; and (iii) neither Seller nor Buyer shall have any claim or support any claim that Seller's failure to obtain such approval from such federal Governmental Authority in any way negates, nullifies or voids the Agreement or Buyer's acquisition of the Purchased Assets in accordance with the terms of the Agreement.

## Section 6.09 Books and Records.

(a) In order to facilitate the resolution of any claims made against or incurred by Seller prior to the Closing, or for any other reasonable purpose, for a period of 3 years after the Closing, Buyer shall:

(i) retain the Books and Records (including personnel files) relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of Seller; and

(ii) upon reasonable notice, afford the Seller's Representatives reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to such Books and Records.

(b) In order to facilitate the resolution of any claims made by or against or incurred by Buyer after the Closing, or for any other reasonable purpose, for a period of 3 years following the Closing, Seller shall:

(i) retain any Books and Records that do not constitute Purchased Assets; and

(ii) upon reasonable notice, afford the Buyer's Representatives reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, to such Books and Records.

(c) Neither Buyer nor Seller shall be obligated to provide the other party with access to any Books and Records pursuant to this **Section 6.09** where such access would violate any Law.

Section 6.10 Closing Conditions. From the date hereof until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII (*Conditions to Closing*) hereof before December 21, 2015 (and use commercially reasonable efforts to satisfy those conditions which, by their nature, are to be satisfied on the Closing Date).

Section 6.11 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of its counsel), neither party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 6.12 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

### Section 6.13 Obligations of Seller Parent.

(a) Seller Parent hereby irrevocably and unconditionally guarantees Seller's performance of its obligations under this Agreement. The Seller Parent's obligations under this Agreement shall not be affected by the institution with respect to the Seller of a bankruptcy, reorganization, moratorium or similar insolvency proceeding. Seller Parent agrees that this guarantee is of payment and performance and not of collection, and that Seller Parent is a primary obligor as to all obligations of Seller under this Agreement.

(b) Seller Parent hereby waives any right to require that any action or proceeding be brought against Seller, or any other obligor principally or secondarily liable, or any other person, or that any notice of default or other notice be given to, or any demand be made on, the Seller or any other person, or that any other action be taken or not taken as a condition of Seller Parent's liability for the Obligations under this Agreement or as a condition to any action against Seller Parent.

(c) Seller Parent agrees that its obligations hereunder shall not be affected by the existence, validity, enforceability, perfection, or extent of any collateral.

(d) Seller Parent hereby agrees that no delay of Buyer in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Seller Parent from any obligations hereunder.

(e) Seller Parent consents to the amendment, modification or supplement to the terms of the Agreement, provided such amendment, modification or supplement is consented to by Seller in accordance with Section 10.09.

(f) Seller Parent waives any defenses it may now have or hereafter acquire in any way with respect to any lack of capacity or authority of Seller or change, restructuring or termination of the existence or structure of the Seller.

(g) Seller Parent waives any suretyship defenses.

(h) Seller Parent shall not be subrogated to any claim or enforce any right of subrogation against Seller until all obligations have been finally satisfied.

(i) The obligations of Seller Parent shall survive the termination of this Agreement or the Closing in accordance with Sections 8.01 (as though Seller Parent was a party) and Section 9.02 or if any payment of any obligation is rescinded or must otherwise be returned to Seller upon the insolvency, bankruptcy or reorganization of Seller.

Section 6.14 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Seller when due; *provided, however*, that Buyer shall be responsible for and pay the Kentucky sales and/or use Tax due in connection with the consummation of the transactions contemplated by this Agreement and no Kentucky sales and/or use Tax shall be collected by Seller from Buyer. Buyer shall provide Seller with a copy of its Revenue Form 51A110, Direct Pay Authorization (the "Direct Pay Permit") prior to Closing. Seller shall provide Buyer with the notices in the forms attached hereto as Exhibit D2 (the "Occasional Sale Notice") and Exhibit D3 (the "New Equipment Notice") prior to Closing.

Section 6.15 Tax Matters. If any taxing authority asserts that Buyer is liable for any Tax that is the responsibility of the Seller pursuant this Agreement, Seller shall pay any and all such amounts and shall provide evidence to the Buyer that such liabilities have been paid in full or otherwise satisfied. If any taxing authority asserts that Seller is liable for any Tax that is the

responsibility of the Buyer pursuant to this Agreement, Buyer shall pay any and all such amounts and shall provide evidence to the Seller that such liabilities have been paid in full or otherwise satisfied. At least two weeks prior to the Closing, Seller shall submit to the Kentucky Department of Revenue a request substantially in the form attached hereto as **Exhibit D4** for a certificate from the Kentucky Department of Revenue stating that no sales or us tax, interest, penalties or collection of amnesty fees thereon are due to the Commonwealth of Kentucky from Seller in accordance with KRS 139.670 *et seq.* (a "**Tax Clearance Certificate**").

Section 6.16 Further Assurances; Change of Name. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents. For avoidance of confusion, following the Closing, Seller shall use commercially reasonable efforts to remove from its name, the Excluded Assets, and Excluded Liabilities any reference to "Bluegrass".

## Section 6.17 Casualty and Condemnation.

(a) <u>Casualty</u>.

(i) If any Purchased Asset is actually damaged or destroyed after the date hereof and prior to the Closing (a "Casualty Loss"), Seller shall provide Buyer prompt written notice of such Casualty Loss and the details thereof once and to the extent known (a "Casualty Notice"). If the sum of the cost to restore such damaged or destroyed Purchased Asset to a condition reasonably comparable to its condition prior to such Casualty Loss ("Restore"), estimated lost profits to Buyer from and after Closing (to be conducted by a qualified firm reasonably acceptable to Buyer and Seller and promptly selected by Buyer and Seller in good faith) attributable to the Casualty Loss, and estimated liquidated damages payable by Buyer, if any, under the Power Purchase Agreement (together, the "Casualty Cost") is greater than \$100,000 but does not exceed 15% of the Purchase Price, Seller shall within 30 days after the date of such Casualty Loss (but in any event prior to the Closing) elect to either (x) Restore such damaged or destroyed Purchased Asset, or (y) reduce the amount of the Purchase Price by the Casualty Cost, by notice to Buyer, and such Casualty Loss shall not affect the Closing. If Seller does not make any such election within the periods required in the previous sentence, Buyer may elect to either terminate this Agreement or reduce the amount of the Purchase Price by the Casualty Cost by written notice to Seller.

(ii) If the Casualty Cost is in excess of 15% of the Purchase Price, Buyer may, by written notice to Seller within 30 days (a "**Casualty Termination Notice**") after Buyer receives the Casualty Notice, elect to terminate this Agreement. If Buyer does not terminate this Agreement pursuant to the immediately preceding sentence within such 30 day period, then Seller shall, by written notice to Buyer within 30 days after the Casualty Termination Notice would have been due, elect to (x) restore such damaged or destroyed Purchased Asset, or (y) reduce the amount of the Purchase Price by the Casualty Cost, or (z) terminate this Agreement. If Seller does not make any such election within such 30-day period, Buyer may, by written notice to Seller, elect to either terminate this Agreement or reduce the amount of the Purchase Price by the Casualty Cost, Purchase Price by the Casualty Cost.

(iii) If Seller elects option (x) under clause (i) or (ii) above (restoration) then completion of such restoration shall be an additional condition to Buyer's obligation to consummate the transactions.

(iv) If the Casualty Cost is 100,000 or less, (x) neither Buyer nor Seller shall have the right or option to terminate this Agreement and (y) there shall be no reduction in the amount of the Purchase Price.

(v) To the extent Seller elects to reduce the amount of the Purchase Price by the Casualty Cost pursuant to this **Section 6.17(a)**, Buyer will, at Seller's election, (x) use commercially reasonable efforts to assign to Seller any rights to any indemnification and contribution available under or any rights to insurance claims or recoveries available under insurance policies covering Seller or its properties or assets, or (y) at Seller's sole cost and expense, use commercially reasonable efforts to pursue such available indemnification and contribution on Seller's behalf for the benefit of Seller.

(vi) If, after the date hereof, (x) damage to the Purchased Assets that does not constitute a Casualty Loss is discovered (e.g., damage that occurred prior to the date hereof), (y) such damage is not Restored prior to the Closing, and (z) such damage is or may be insured against under one or more insurance policies covering Seller or its properties or assets, Seller will, at Buyer's election, (1) use commercially reasonable efforts to assign to Buyer any rights to any indemnification and contribution available under or any rights to insurance claims or recoveries available under such insurance policies, or (2) at Buyer's sole cost and expense, use commercially reasonable efforts to pursue such available indemnification and contribution on Buyer's behalf for the benefit of Buyer.

(b) <u>Post-Closing Adjustment for Casualty Loss</u>. If, pursuant to this **Section 6.17**, the Purchase Price is to be reduced by the Casualty Cost, for purposes of Closing, the amount of the Purchase Price shall be reduced by an estimate (to be conducted by a qualified firm reasonably acceptable to Buyer and Seller and selected by Buyer and Seller in good faith and promptly after the election is made to reduce the Purchase Price) of the Casualty Cost (the "**Estimated Cost**"). Promptly after the Purchased Assets have been Restored and the Casualty Cost is known, Buyer will pay to Seller any amount by which the Estimated Cost exceeds the Casualty Cost and Seller will pay to Buyer any amount by which the Casualty Cost exceeds the Estimated Cost. Buyer or Seller, as appropriate, will provide to the other party all invoices or other documentation necessary to establish the amount of the Casualty Cost.

# (c) <u>Condemnation</u>.

(i) If any Purchased Asset is taken by condemnation after the date hereof and prior to the Closing, Seller shall provide Buyer prompt written notice of such condemnation and the details thereof (a "**Condemnation Notice**"). If the Purchased Assets condemned have a Condemnation Value (as defined below) which is greater than \$100,000 but which does not exceed 15% of the Purchase Price, the Purchase Price shall be reduced by such Condemnation Value and such condemnation shall not affect the Closing.

(ii) If the Condemnation Value is in excess of 15% of the Purchase Price, Buyer may, by written notice to Seller within 30 days (a "**Condemnation Termination Notice**") after Buyer receives the Condemnation Notice, elect to terminate this Agreement. If Buyer does not terminate this Agreement pursuant to the immediately preceding sentence within such 30 day period, Seller shall, by written notice to Buyer within 30 days after the Condemnation Termination Notice would have been due, elect, by written notice to Buyer (but in any event at least 10 days prior to the Closing Date) to either, (a) reduce the Purchase Price by such Condemnation Value and such condemnation shall not affect the Closing or (b) terminate this Agreement. If Seller does not make any such election within such 30 day period, Buyer may elect to, by written notice to Seller, (a) reduce the Purchase Price by such Condemnation Value and such condemnation shall not affect the Closing or (b) terminate this Agreement.

(iii) If the Condemnation Value is 100,000 or less, (x) neither Buyer nor Seller shall have the right or option to terminate this Agreement, (y) there shall be no reduction in the amount of the Purchase Price and (c) any such award shall remain with the Business.

(iv) As used in this **Section 6.17**, "**Condemnation Value**" means, with respect to any Purchased Asset, the condemnation award proceeds actually received for any Purchased Asset that is taken by condemnation after the date hereof and prior to the Closing, plus any estimated lost profits to Buyer from and after Closing (to be conducted by a qualified firm reasonably acceptable to Buyer and Seller and promptly selected by Buyer and Seller in good faith) resulting from such condemnation. If the Condemnation Value is not known at the Closing and Seller has elected to reduce the Purchase Price in connection with a condemnation, for purposes of Closing, the amount of Purchase Price shall be reduced by an estimate (to be conducted by a qualified firm reasonably acceptable to Buyer and Seller and promptly selected by Buyer and Seller in good faith) of the estimated lost profits to Buyer from and after Closing resulting from such condemnation and the Seller shall assign to the Buyer of all rights with respect to the condemnation award (including all legal rights to contest the amount of the condemnation award and to collect the condemnation award).

Section 6.18 Schedule Update. From time to time prior to the Closing Date, Seller may at its option supplement or amend and deliver updates to the Schedules (each a "Schedule Update") that are necessary to complete or correct any information in such Schedules or in any representation or warranty of Seller that has been rendered inaccurate since the date of this Agreement because of events or circumstances occurring after the date of this Agreement (and such Schedule Update shall be clearly identified as a Schedule Update delivered pursuant to Section 6.18 of this Agreement). If (a) the economic impact of such Schedule Update is immediately determinable, (b) Buyer has the right to terminate the Agreement pursuant to Section 9.01(b)(i) and does not exercise such right as a result of such Schedule Update within 60 days of such Schedule Update and (c) the Schedule Update pursuant to this Section 6.18 relates to events occurring or conditions arising after the date of this Agreement, then such Schedule Update shall be deemed to have amended the appropriate Schedule or Schedules solely for purposes of Section 7.02(a) of this Agreement. If Seller provides more than one Schedule Update, then all Schedule Updates shall be deemed dated as of, and delivered, on the date of delivery of the last Schedule Update, and all such previous Schedule Updates shall be deemed for all purposes under this Section 6.18 not to have been delivered prior to date of delivery of the last Schedule Update. The Parties agree to the supplement and amendment of Section 7.01(c) of the Disclosure Schedules as contemplated by item 1 of Section 7.01(c) of the Disclosure Schedules, and any such supplement or amendment shall be subject to such Section 7.01(c) of the Disclosure Schedules and shall not be considered a Schedule Update pursuant to this Section 6.18.

# Section 6.19 Title Policy.

(a) Prior to the date hereof, Buyer has received the Pro Forma Title Commitment and that certain survey (the "Survey"), each as set forth on Section 6.19 of the Disclosure Schedules.

(b) At least sixty (60) days prior to the Closing Date, the Seller shall obtain and deliver to the Buyer an updated title commitment for the Real Property (the "**Updated Title Commitment**") covering a date subsequent to the date hereof, issued by the Title Company substantially in form and substance of the Pro Forma Title Commitment (with the inclusion of any new defects or exceptions not included in the Pro Forma Title Commitment).

(c)No later than fifteen (15) days after Buyer has received the Updated Title Commitment, Buyer shall provide a written notice ("Objection Notice") to Seller of any new defects or exceptions set forth in the Updated Title Commitment that are not otherwise set forth in the Pro Forma Title Commitment or the Survey and that are objectionable to Buyer ("New Title Defects"). Buyer shall be deemed to have accepted all New Title Defects to which Buyer does not object in a timely Objection Notice pursuant hereto, and such accepted New Title Defects shall be deemed to be Permitted Encumbrances for all purposes hereunder. Seller shall have thirty (30) days, and if such defect cannot be reasonably cured in thirty (30) days and Seller is diligently pursuing a cure, an additional forty five (45) days (the "Cure Period") from receipt of the Objection Notice, to cure any such New Title Defects which are the subject of an Objection Notice. At or prior to the expiration of the Cure Period, Seller shall notify Buyer in writing whether or not Seller has cured such New Title Defects (the "Seller Defect Notice"). If Seller has not cured such New Title Defects, Buyer shall have the option to either (i) terminate this Agreement as provided in Section 9.01(b)(iv) or (ii) accept the Real Property subject to all such uncured New Title Defects, all of which shall be Permitted Encumbrances hereunder. If Buyer has not elected option (i) or (ii) above within fifteen (15) days after receipt by Buyer of the Seller Defect Notice, Buyer shall be deemed to have elected option (ii). Buyer shall be responsible for obtaining any title policy including the cost thereof.

### Section 6.20 Reserved.

### Section 6.21 Support Obligations.

(a) With respect to each guaranty, letter of credit, indemnity, deposit, performance or surety bond or similar credit support arrangement issued by or for the account of Seller or any Affiliate thereof in relation to the Business or any of the Purchased Assets, shown on **Section 6.21** of the Disclosure Schedules (collectively, the "**Support Obligations**"), Buyer shall obtain, prior to the Closing, substitute credit support arrangements in replacement for the Support Obligations, and shall procure that Seller, its Affiliates, and, where applicable, their sureties or letter of credit issuers, be fully and unconditionally released from their respective obligations under the Support Obligations, in form and substance reasonably satisfactory to Seller.

(b) Buyer and Seller shall take commercially reasonable actions necessary or appropriate to cause the fulfillment of the condition set forth in Section 7.02(f) (title commitment and survey) at the earliest practicable date and shall execute such documents and affidavits as required by the Title Company, except where such execution could reasonably be expected to require Seller to make any payments or incur any material Liabilities. Buyer shall be responsible for payment of any and all premiums and fees related to cause fulfillment of the condition set forth in Section 7.02(f).

## **ARTICLE VII**

#### **CONDITIONS TO CLOSING**

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) The filings of Buyer and Seller listed on **Section 7.01(a)** of the Disclosure Schedules have been made and the applicable waiting period and any extensions thereof shall have expired or been terminated.

(b) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(c) Seller shall have received all consents, authorizations, orders and approvals as set forth on **Section 7.01(c)** of the Disclosure Schedules and, except with respect to the Environmental Permits, such consents, authorizations, orders and approvals shall be final and non-appealable.

(d) Buyer shall have received all consents, authorizations, orders and approvals as set forth on **Section 7.01(d)** of the Disclosure Schedules and, except with respect to the Environmental Permits, such consents, authorizations, orders and approvals shall be final and non-appealable.

Section 7.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's written waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Seller contained in Section 4.01, Section 4.02 and Section 4.21, the representations and warranties of Seller contained in this Agreement, the other Transaction Documents and any certificate delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Seller contained in **Section 4.01**, **Section 4.02**, and **Section 4.21** shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) No Action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

(d) Seller shall have received all consents and approvals from third parties listed in Section 7.01(c) of the Disclosure Schedules without material condition.

(e) Buyer shall have received from LG&E approval of Buyer's NITS Request (which was filed prior to the date hereof) for Unit 3 to be delivered as a Designated Network Resource, and the agreement for such service must treat any required upgrades as network upgrades and the required upgrades must be scheduled to be placed in service prior to June 1, 2019. Notwithstanding the foregoing, the condition in this **Section 7.02(e)** shall be deemed satisfied if (1) any non-network resource upgrades are required but such upgrades cost less than \$5 million, (2) Buyer enters into a long-term firm transmission service agreement with LG&E in lieu of this NITS Request, regardless of costs and/or network resource status or (3) Buyer's termination right pursuant to **Section 9.01(b)(iv)** is triggered but Buyer does not exercise such right.

(f) Buyer shall have received, at its sole cost, a leasehold title commitment in form and substance substantially similar to the Pro Forma Title Commitment (but in no event containing additional title defects other than New Title Defects that Buyer has accepted (or is deemed to have accepted) pursuant to **Section 6.19(c)**), with respect to each parcel of Real Property subject to the Lease, issued by the Title Company, effective as of the Closing, insuring Buyer in such amounts as Buyer shall reasonably require (but in no event greater than the Purchase Price) and together with such endorsements set forth on Schedule 7.02(f) (the "Closing Title Commitment"). Buyer shall, at its sole cost, have received a certified ALTA/ACSM Land Title Survey (the "Closing Survey"), for each parcel of Real Property subject to the Lease. For purposes of clarification, this closing condition shall be satisfied if the Closing Title Commitment and/or the Closing Survey contain only such defects or exceptions as (i) those set forth in the Pro Forma Title Commitment and/or the Survey, and/or (ii) New Title Defects that Buyer has accepted (or is deemed to have accepted) pursuant to **Section 6.19(c)**.

(g) Seller shall deliver to the Buyer at Closing the bonds set forth as Items 1, 2, and 3 of Section 4.06(a) of the Disclosure Schedule, together with the assignment form on each completed and executed by Seller, as the holder, with such execution containing a signature guarantee by a bank that is a member of the Medallion program.

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(h) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, would reasonably be expected to result in a Material Adverse Effect.

(i) Seller shall have delivered to Buyer duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in **Section 3.02(a)** (*Closing Deliverables*).

(j) All Encumbrances, other than Permitted Encumbrances, relating to the Purchased Assets shall have been released in full and Seller shall have delivered to Buyer written evidence, in a form reasonably satisfactory to Buyer, of the release of such Encumbrances, if any.

(k) Buyer shall have received a certificate in the form attached as **Exhibit F1** dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in Section 7.02(a) (*Conditions to Obligations of Buyer*) and Section 7.02(b) (*Conditions to Obligations of Buyer*) have been satisfied (the "Seller Closing Certificate").

(1) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller in the form attached as **Exhibit F2** certifying that attached thereto are true and complete copies of all resolutions adopted by the sole member of Seller authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(m) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller in the form attached as **Exhibit F3** certifying the names and signatures of the officers of Seller authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

(n) Buyer shall have received a certificate in the form attached as **Exhibit F4** pursuant to Treasury Regulations Section 1.1445-2(b) under the Foreign Investment in Real Property Tax Act of 1980 (the "**FIRPTA Certificate**") that the entity that is treated as the owner of Seller's assets is not a foreign person within the meaning of Section 1445 of the Code, duly executed by Seller.

(o) Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 7.03 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Buyer contained in Section 5.01, Section 5.02 and Section 5.04, the representations and warranties of Buyer contained in this Agreement, the other Transaction Documents and any certificate delivered pursuant hereto shall

be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Buyer contained in Section 5.01, Section 5.02 and Section 5.04 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of the Closing Date with the same effect as though made at and as of the date hereof and on and as of the same effect as though made at and as of the date hereof and on and as of the same effect as though made at and as of the date hereof and on and as of the date h

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) No Action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(d) Buyer shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in **Section 3.02(b)** (*Closing Deliverables*).

(e) Seller shall have received a certificate in the form attached as **Exhibit F1** dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in **Section 7.03(a)** (*Conditions to Obligations of Seller*) and **Section 7.03(b)** (*Conditions to Obligations of Seller*) have been satisfied (the "**Buyer Closing Certificate**").

(f) Seller shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Buyer in the form attached as **Exhibit F2** certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Buyer authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(g) Seller shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Buyer in the form attached as **Exhibit F3** certifying the names and signatures of the officers of Buyer authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

(h) Seller shall have received at the Closing evidence that Seller, its Affiliates, and, where applicable, its sureties or letters of credit issuers, have been fully and unconditionally released from their respective obligations under the Support Obligations, in form and substance reasonably satisfactory to Seller.

(i) Buyer shall have delivered to Seller such other documents or instruments as Seller reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

#### **ARTICLE VIII**

#### INDEMNIFICATION

Section 8.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is 1 year from the Closing Date; provided, that the representations and warranties in Section 4.01 (Organization and Qualification of Seller and Seller Parent), Section 4.02 (Authority of Seller and Seller Parent), Section 4.07 (Title to Purchased Assets), Section 5.01 (Organization of Buver) and Section 5.02 (Authority of Buver) shall survive for a period of 3 years from the Closing Date; and the representations and warranties in Section 4.19 and Section 4.21 shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver or extension by the appropriate Governmental Authority thereof) plus 60 days. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in accordance with the terms of this Article VIII, in good faith, with reasonable specificity (to the extent known at such time), and in writing, by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period, shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 8.02 Indemnification By Seller. Subject to the other terms and conditions of this Article VIII, from and after the Closing, Seller shall indemnify and defend Buyer and its Affiliates and their respective Representatives (collectively, the "Buyer Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees to the extent resulting from:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, the other Transaction Documents or in any certificate delivered by or on behalf of Seller pursuant to this Agreement (other than the Occasional Sale Notice and the New Equipment Notice, for which no indemnity is given hereunder), as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement, the other Transaction Documents or any certificate delivered by or on behalf of Seller pursuant to this Agreement; or

(c) any Excluded Asset or any Excluded Liability; or

(d) any Third Party Claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of Seller or any of its Affiliates (other than the Assumed Liabilities) conducted, existing or arising on or prior to the Closing Date; provided that such Third Party Claim does not arise from facts or circumstances that would constitute a breach of a representation, warranty, or covenant of Buyer under this Agreement.

Section 8.03 Indemnification By Buyer. Subject to the other terms and conditions of this Article VIII, from and after the Closing, Buyer shall indemnify and defend each of Seller and its Affiliates (to the extent any such Affiliate is a permitted assignee under Section 10.07 (*Successors and Assigns*)) and their respective Representatives (collectively, the "Seller Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees resulting from:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement, the other Transaction Documents or in any certificate delivered by or on behalf of Buyer pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement, the other Transaction Documents or any certificate delivered by or on behalf of Buyer pursuant to this Agreement;

(c) any Assumed Liability;

(d) the Taxes that are the obligation of Buyer set forth in Section 6.14 (*Transfer Taxes*); or

(e) any Third Party Claim based upon, resulting from, or arising out of the Buyer's ownership and use of the Purchased Assets after the Closing; provided, that such Third Party Claim is not an Excluded Liability and does not arise from facts or circumstances that would constitute a breach of a representation, warranty, or covenant of Seller under this Agreement.

Section 8.04 Certain Limitations. The indemnification provided for in Section 8.02 (*Indemnification by Seller*) and Section 8.03 (*Indemnification by Buyer*) shall be subject to the following limitations:

(a) Seller shall not be liable to the Buyer Indemnitees for indemnification under (i) Section 8.02(a) (Indemnification by Seller) and (ii) Section 8.02(b) (Indemnification by Seller) solely with respect to a failure to notify Buyer of breaches of representations and warranties as required under Section 6.04(a)(i)(B) (Notice of Certain Events; Removal of Excluded Assets) (or certificate with respect thereto) (other than with respect to a claim for indemnification based upon, arising out of, with respect to or by reason of fraud) in excess of \$12,875,000; provided, however, that with respect to a breach of any representation or warranty in Section 4.01 (Organization and Qualification of Seller and Seller Parent), Section 4.02 (Authority of Seller and Seller Parent), Section 4.07 (Title to Purchased Assets), Section 4.19 (Taxes) and Section
**4.21** (*Brokers*), Seller's liability shall not exceed the Purchase Price; and provided further that, in no event shall Buyer Indemnitees be entitled to aggregate indemnification under this Agreement, the Transaction Documents or in any certificate in excess of the Purchase Price.

(b) Notwithstanding anything to the contrary contained in this **Section 8.04**, Buyer Indemnitees and Seller Indemnitees shall be entitled to indemnification with respect to any claim for indemnification under this Agreement, the other Transaction Documents or in any certificate with respect thereto:

(i) only if the amount of Losses with respect to such claim exceeds the amount of \$50,000 (the "**De Minimis Amount**") (any claim involving Losses equal to or less than such amount being referred to as a "**De Minimis Claim**");

(ii) only if the aggregate Losses for breach of this Agreement to all Buyer Indemnitees or Seller Indemnitees, as applicable, (other than De Minimis Claims), exceed the amount of one percent (1.0%) of the Purchase Price (the "**Deductible**"), whereupon (subject to the provisions of clause (iii) below) Seller or Buyer, as the case may be, shall be obligated to pay in full all such amounts exceeding the amount of the Deductible; and

(iii) only with respect to claims for indemnification made on or before the expiration of the survival period pursuant to **Section 8.01** (*Survival*) for the applicable representation or warranty.

(c) Buyer shall not be liable to the Seller Indemnitees for indemnification under **Section 8.03(a)** (*Indemnification by Buyer*) (other than with respect to a claim for indemnification based upon, arising out of, with respect to or by reason of fraud) in excess of \$12,875,000; provided, however, that with respect to a breach of any representation or warranty in **Section 5.01** (*Organization of Buyer*), **Section 5.02** (*Authority of Buyer*), and **Section 5.04** (*Brokers*), Buyer's liability shall not exceed the Purchase Price; and provided further that, in no event shall Seller Indemnitees be entitled to aggregate indemnification under this Agreement, the Transaction Documents or in any certificate in excess of the Purchase Price.

(d) For purposes of this **Article VIII**, the amount of Loss arising out of any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

(e) No party shall have any liability for any Loss which would not have arisen but for any alteration or repeal or enactment of any Law after the date of this Agreement.

(f) The Losses suffered by any Indemnified Party shall be calculated after giving effect to any amounts actually received from third parties, including insurance proceeds (but for clarity, excluding any tax benefits), in each case net of the reasonable out of pocket costs and expenses associated with such recoveries from third parties (it being understood and agreed that the Indemnified Parties shall use their commercially reasonable efforts to seek insurance proceeds or other recoveries from third parties are actually realized (in each case calculated net of the reasonable out of pocket costs and expenses associated with such recoveries from third parties) by an

Indemnified Party subsequent to the receipt by such Indemnified Party of an indemnification payment hereunder in respect of the claims to which such insurance proceedings or third party recoveries relate, appropriate refunds shall be made promptly to the Indemnifying Party regarding the amount of such indemnification payment.

(g) Seller shall have no liability for any breach of or inaccuracy in this Agreement, the other Transaction Documents or in any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement to the extent Buyer has actual knowledge as of the Closing Date of such breach or inaccuracy.

(h) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST PROFITS (EXCEPT AS SET FORTH IN **SECTION 6.17**), WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM THE OTHER PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT ("**NON-REIMBURSABLE DAMAGES**"), <u>PROVIDED</u>, <u>HOWEVER</u>, THAT NON-REIMBURSABLE DAMAGES SHALL NOT INCLUDE ALL SUCH DAMAGES ARISING FROM THIRD PARTY CLAIMS FOR WHICH AN INDEMNIFIED PARTY SEEKS INDEMNIFICATION.

Section 8.05 <u>Indirect Claims</u>. Notwithstanding anything in this Agreement to the contrary, except for Seller Parent, no Representative or Affiliate of a Party shall have any personal liability to the other Party or any other Person as a result of the breach of any representation, warranty, covenant, agreement or obligation of such Party in this Agreement.

Section 8.06 EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE IV OR IN ANY CERTIFICATE DELIVERED HEREUNDER. THE PURCHASED ASSETS ARE "AS IS, WHERE IS," AND SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO LIABILITIES, OPERATIONS, TITLE, CONDITION, VALUE OR **OUALITY OR THE PROSPECTS OF THE BUSINESS (FINANCIAL AND OTHERWISE)**, RISKS AND OTHER INCIDENTS OF THE BUSINESS, AND SELLER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, OR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PURCHASED ASSETS OR ANY PART THEREOF, OR AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, OR COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS, OR AS TO THE CONDITION OF THE BUSINESS, INCLUDING, WITHOUT LIMITATION, WHETHER THE BUSINESS POSSESSES SUFFICIENT REAL PROPERTY OR PERSONAL PROPERTY TO OPERATE, IN EACH CASE EXCEPT AS SET FORTH HEREIN OR IN ANY CERTIFICATE DELIVERED HEREUNDER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR IN ANY CERTIFICATE DELIVERED HEREUNDER, SELLER FURTHER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE ABSENCE OF HAZARDOUS MATERIALS OR LIABILITY OR POTENTIAL LIABILITY ARISING UNDER ENVIRONMENTAL LAWS. WITHOUT LIMITING THE GENERALITY OF THE

FOREGOING, EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY CERTIFICATE DELIVERED HEREUNDER, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE CONDITION OF THE PURCHASED ASSETS OR THE SUITABILITY FOR OPERATION AS A POWER PLANT OR AS SITES FOR THE DEVELOPMENT OF ADDITIONAL OR REPLACEMENT GENERATION CAPACITY AND NO MATERIAL OR INFORMATION PROVIDED BY OR COMMUNICATIONS MADE BY SELLER, OR ANY OTHER PARTY, INFORMATION PROVIDED DURING DUE DILIGENCE, AND ANY ORAL, WRITTEN OR ELECTRONIC RESPONSE TO ANY INFORMATION REQUEST PROVIDED TO BUYER, WILL CAUSE OR CREATE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, CONDITION, VALUE OR QUALITY OF THE PURCHASED ASSETS THAT IS NOT SET FORTH HEREIN.

Section 8.07 Indemnification Procedures. The party making a claim under this Article VIII is referred to as the "Indemnified Party," and the party against whom such claims are asserted under this Article VIII is referred to as the "Indemnifying Party".

## (a) Third Party Claims.

(i) If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "Third Party Claim") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 calendar days after receipt of such notice of such Third Party Claim (and in any event within the applicable survival period set forth in Section 8.01 (Survival)). The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations (unless outside of the survival periods set forth in Section 8.01 (Survival)), except and only to the extent that the Indemnifying Party is prejudiced by the failure to give such notice or forfeits rights or defense by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party.

(ii) The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided, that* if the Indemnifying Party is Seller, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that (x) is asserted directly by or on behalf of a Person that is a significant supplier of the Business, or (y) seeks an injunction or other equitable relief against the Indemnified Party Claim, subject to **Section 8.07(b)** (*Settlement of Third Party Claims*), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim

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with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, *provided, that* if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required.

(iii) If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, subject to **Section 8.07(b)** (*Settlement of Third Party Claims*), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available (subject to the provisions of **Section 6.06** (*Confidentiality*)) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

Settlement of Third Party Claims. Notwithstanding any other provision of this (b) Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 8.07(b) (Settlement of Third Party Claims). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. The Indemnifying Party may settle a Third Party Claim if such settlement (i) provides for the payment by the Indemnifying Party of money as sole relief for the claimant, (ii) results in a full, general and unconditional release of the Indemnified Party from the liabilities arising out of the Third Party Claim, and (iii) involves no finding or admission by the Indemnified Party of any violation of Law or the rights of any Person. Whether or not the Indemnifying Party shall have assumed the defense of a Third Party Claim, the Indemnified Party may not settle any Third Party Claim without the prior written consent of the Indemnifying Party.

(c) **Direct Claims.** Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified

Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 days after the Indemnified Party becomes aware of such Direct Claim (and in any event within the applicable survival period set forth in Section 8.01 (Survival)). The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations (unless outside of the survival periods set forth in Section 8.01 (Survival)), except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of any written claims or demands thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. Each Party shall allow the other Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and each Party shall assist the other Party's investigation by giving such information and assistance (including access to each Party's premises and personnel and the right to examine and copy any accounts, documents or records) as each Party or any of its professional advisors may reasonably request; provided that neither Party shall be obligated to provide information or assistance to the extent that it would require such Party to disclose information subject to attorney client privilege. If the Indemnifying Party does not so respond within such 30 day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(d) **Cooperation**. Any Party that becomes aware of a Loss for which it may seek indemnification under this **Article VIII** shall be required to use commercially reasonable efforts to mitigate (including not taking actions to exacerbate) the Loss, including taking such actions reasonably requested by the Indemnifying Party. An Indemnifying Party shall not be liable for any Loss to the extent that it is attributable to the Indemnified Party's breach of its obligation set forth in the preceding sentence.

Section 8.08 Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article VIII, the Indemnifying Party shall satisfy its obligations within 15 Business Days of such agreement or final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such 15 Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to and including the date such payment has been made at a rate per annum equal to the "prime rate" as published in the *Wall Street Journal* from time to time plus 300 basis points. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed.

Section 8.09 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

Section 8.10 Exclusive Remedies. Subject to Section 10.11 (Specific Performance) and Article IX (Termination), the parties acknowledge and agree that their sole and exclusive

remedy with respect to any and all claims arising after the Closing (other than claims arising under **Article II** and **Article VI** related to Purchase Price Adjustments and claims from fraud, criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this **Article VIII**. Nothing in this **Section 8.10** shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any Person's fraudulent, criminal or intentional misconduct, or any Person's right to seek and obtain equitable or monetary relief prior to the Closing.

### **ARTICLE IX**

#### **TERMINATION**

Section 9.01 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Seller and Buyer;
- (b) by Buyer by written notice to Seller if:

(i) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in **Section 7.02(a)** (*Conditions to Obligations of Buyer*) or **Section 7.02(b)** (*Conditions to Obligations of Buyer*) and such breach, inaccuracy or failure has not been cured by Seller within thirty (30) days of Seller's receipt of written notice of such breach from Buyer; provided, however, that if, during such thirty (30) day period Seller has endeavored in good faith and proceeded diligently to cure such breach, such thirty (30) day period may be extended for up to an additional thirty (30) days, but only so long as (y) Seller continues to endeavor in good faith and proceeds diligently to cure such breach and (z) such breach is reasonably likely to be cured during such additional period, provided further that in no event shall such thirty (30) day period extend past December 31, 2015;

(ii) any of the conditions set forth in Section 7.01 (*Conditions to Obligations of All Parties*) or Section 7.02 (*Conditions to Obligations of Buyer*), other than Section 7.02(e) which is addressed in Section 9.01(b)(iv), shall not have been, or if it becomes reasonably apparent that the conditions in Section 7.01 will not be, fulfilled by December 31, 2015, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(iii) Buyer is electing to terminate this Agreement pursuant to Section 6.17 and Section 6.19; or

(iv) if the condition in **Section 7.02(e)** is not fulfilled (or deemed fulfilled) by December 15, 2015, and Buyer gives written notice to Seller within ten (10) Business Days following Buyer's receipt of LG&E's response to Buyer's NITS Request;

- (c) by Seller by written notice to Buyer if:
  - (i) Buyer has breached its obligation to pay the Purchase Price;

(ii) any of the conditions set forth in **Section 7.01** (*Conditions to Obligations of All Parties*) or **Section 7.03** (*Conditions to Obligations of Seller*) shall not have been, or if it becomes reasonably apparent that the conditions in **Section 7.01** will not be, fulfilled by December 31, 2015, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to Closing; or

(iii) Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in **Section 7.03(a)** (*Conditions to Obligations of Seller*) or **Section 7.03(b)** (*Conditions to Obligations of Seller*) and such breach, inaccuracy or failure (other than a breach of Buyer's obligation to pay the Purchase Price pursuant to Section 3.02(b)(i), for which no cure period is applicable) has not been cured by Buyer within thirty (30) days of Buyer's receipt of written notice of such breach from Seller; provided, however, that if, during such thirty (30) day period Buyer has endeavored in good faith and proceeded diligently to cure such breach, such thirty (30) day period may be extended for up to an additional thirty (30) days, but only so long as (y) Buyer continues to endeavor in good faith and proceeds diligently to cure such breach and (z) such breach is reasonably likely to be cured during such additional period, provided further that in no event shall such thirty (30) day period extend past December 31, 2015; or

(iv) Seller is electing to terminate this Agreement pursuant to Section 6.17 or Section 6.19;

(d) by Buyer or Seller in the event that (i) there shall be any Law or Governmental Order that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 9.02 Effect of Termination. In the event of termination of this Agreement in accordance with this Agreement, each party shall have available to it all remedies available at law or in equity, including without limitation the ability to specifically enforce the terms of this Agreement or to obtain temporary or permanent injunctive relief.

# ARTICLE X

#### MISCELLANEOUS

Section 10.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing

shall have occurred; *provided, however*, Buyer and Seller shall be equally responsible for all filing and other similar fees payable in connection with any filings or submissions under the HSR Act.

Section 10.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.02):

If to Seller:	c/o LS Power Development, LLC One Tower Center, 21 <sup>st</sup> Floor East Brunswick, NJ 08816			
	Facsimile:	732-249-7290		
Ť.	Attention:	General Counsel		
with a copy to:	Skadden, Arps, Slate, Meagher & Flom LLP 4 Times Square New York, NY 10036			
	Facsimile:	212-735-2000		
	Attention:	Sheldon S. Adler, Esq.		
If to Seller Parent:	c/o Port River, LLC One Tower Center, 21 <sup>st</sup> Floor East Brunswick, NJ 08816			
	Facsimile:	732-249-7290		
	Attention:	General Counsel		
with a copy to:	Skadden, Arps, Slate, Meagher & Flom LLP 4 Times Square New York, NY 10036			
	Facsimile:	212-735-2000		
	Attention:	Sheldon S. Adler, Esq.		

If to Buyer:	East Kentucky Power Cooperative, Inc 4775 Lexington Road Winchester, KY 40391		
	Facsimile:	859-737-6094	
	Attention:	General Counsel	
with a copy to:	Sutherland Asbill & Brennan LLP 999 Peachtree Street, NE, Suite 23 Atlanta, GA 30309		
	Facsimile:	404-853-8806	
	Attention:	Thomas H. Warren, Esq.	

**Section 10.03 Interpretation.** For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 10.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.05 Severability. If any term or provision of this Agreement is declared by a final judgment or order by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, such term or provision shall be judicially modified by a court of competent jurisdiction so as to make such term or provision legal, valid and enforceability and to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 10.06 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 10.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, however*, that prior to the Closing Date, Buyer may, without the prior written consent of Seller, assign all or any portion of its rights under this Agreement to one or more of its direct or indirect wholly-owned subsidiaries or an Affiliate of Buyer. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10.08 No Third-party Beneficiaries. Except as expressly provided in Article VIII, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.09 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising (other than delays that result in an exercise of rights hereunder outside the relevant time periods prescribed hereunder), any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

#### Section 10.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the Commonwealth of Kentucky.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE

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TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA IN UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF KENTUCKY OR (ONLY IN THE EVENT THAT A FEDERAL COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION; PROVIDED THAT EACH OF THE PARTIES HERETO HEREBY AGREES THAT IT SHALL NOT INSTITUTE, AND SHALL CAUSE ITS RESPECTIVE AFFILIATES NOT TO INSTITUTE, ANY PROCEEDING ASSERTING THAT SUCH FEDERAL COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION) THE COURTS OF THE COMMONWEALTH OF KENTUCKY LOCATED IN THE CITY OF LOUISVILLE AND COUNTY OF JEFFERSON AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT. ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURTS. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURT AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

EACH PARTY ACKNOWLEDGES AND AGREES THAT (c) ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS. THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.10(c).

Section 10.11 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 10.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means

of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

# [SIGNATURE PAGE FOLLOWS]

## **EXECUTION VERSION**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

÷,

BLUEGRASS GENERATION COMPANY, L.L.C.

By:

Name: Title:

EAST KENTUCKY POWER COOPERATIVE

By:

Name: Title:

Port River, L.L.C., solely for purposes of Sections 4.01, 4.02 and 6.13 and Article X hereof

By:

Name: Title: IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BLUEGRASS GENERATION COMPANY, L.L.C.

1AT.

By:

Name: David Namus Title: EVP

EAST KENTUCKY POWER COOPERATIVE

By:

Name: Title:

Port River, L.L.C., solely for purposes of Sections 4.01, 4.02 and 6.13 and Article  $\boldsymbol{x}$  hereof

By:

Name: Dand Danus Title:

. .

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BLUEGRASS GENERATION COMPANY, L.L.C.

By:

Name: Title:

EAST KENTUCKY POWER COOPERATIVE

By:

Name: Anthony S. Campbell Title: President & CEO

Port River, L.L.C., solely for purposes of Sections 4.01, 4.02 and 6.13 and Article X hereof

By:

Name: Title:

#### Exhibit A

#### FORM OF BILL OF SALE

This Bill of Sale (this "**Bill of Sale**") dated as of \_\_\_\_\_\_, 2015, from Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("**Seller**"), to East Kentucky Power Cooperative, Inc., a Kentucky corporation ("**Buyer**"), is being delivered pursuant to that certain Asset Purchase Agreement (the "**Purchase Agreement**") dated June \_\_\_, 2015 between Seller and Buyer. Capitalized terms used in this Bill of Sale but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

1. In consideration of the covenants, agreements, terms and provisions contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby grant, sell, assign, convey, transfer and deliver to Buyer and its successors and permitted assigns, without representation or warranty, express or implied, except as expressly set forth in the Purchase Agreement, all of Seller's right, title, and interest in and to the Tangible Personal Property included in the Purchased Assets.

2. Buyer and Seller acknowledge and agree that the representations, warranties, covenants, agreements and indemnities (including the limitations thereunder) contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein and this Bill of Sale shall be and remain subject thereto. Any conflict or inconsistency between the terms of this Bill of Sale and the Purchase Agreement are to be resolved in favor of the terms of the Purchase Agreement.

3. Seller will execute and deliver any further instruments of sale, conveyance, transfer, and assignment and take any other actions reasonably requested by Buyer in order to more effectively sell, assign, transfer, and convey to and vest in Buyer all of Seller's right, title, and interest in and to the Tangible Personal Property included in the Purchased Assets as specified in the Purchase Agreement.

4. This Bill of Sale shall be subject to all applicable provisions of Article X (Miscellaneous) of the Purchase Agreement.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered by its duly authorized agent on the date first set forth above.

Bluegrass Generation Company, L.L.C., a Delaware limited liability company

By:	
Name:	
Title:	

#### Exhibit B

#### FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption Agreement") is dated as of \_\_\_\_\_ 2015, between Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("Seller"), and East Kentucky Power Cooperative, Inc., a Kentucky corporation ("Buyer").

#### Recitals

A. This Assignment and Assumption Agreement is delivered pursuant to Section 3.02(a)(ii) of that certain Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of June \_\_\_\_\_, 2015, between Buyer and Seller.

B. Capitalized terms not defined in this Assignment and Assumption Agreement shall have the meanings assigned to them in the Purchase Agreement.

### Agreement

In consideration of the agreements and covenants contained in the Purchase Agreement and this Assignment and Assumption Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller, intending to be legally bound, agree as follows:

1. <u>Assignment</u>. Seller hereby sells, assigns, transfers and conveys to Buyer all of the Purchased Assets that may not be transferred in the Bill of Sale and that are not being transferred in the Intellectual Property Assignment and Assumption Agreement (such assets, the "<u>Applicable Assets</u>"), including without limitation the Assigned Contracts included in the Purchased Assets, without representation or warranty, express or implied, except as expressly set forth in the Purchase Agreement.

2. <u>Assumed Liabilities</u>. Effective as of the Effective Time, Buyer hereby accepts the foregoing assignment and assumes, becomes responsible for and agrees to pay, perform and discharge as they become due all of the Assumed Liabilities (other than the Assumed Liabilities in connection with the Intellectual Property Assets), pursuant to and subject to the Purchase Agreement.

3. <u>No Other Liabilities Assumed</u>. Notwithstanding anything in this Assignment and Assumption Agreement to the contrary, Buyer shall not assume, and in no event shall be deemed to have assumed, any of the Excluded Liabilities, and Buyer and Seller agree that all such Excluded Liabilities shall remain the sole responsibility of Seller and shall be retained, paid, performed and discharged solely by Seller in accordance with and subject to the Purchase Agreement.

4. <u>Terms of the Asset Purchase Agreement</u>. The terms of the Purchase Agreement are incorporated herein by this reference. Buyer and Seller acknowledge and agree that the representations, warranties, covenants, agreements and indemnities

(including the limitations thereunder) contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein and this Assignment and Assumption Agreement shall be and remain subject thereto. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. <u>Further Actions</u>. Each of the parties covenants and agrees to execute and deliver, at the request of the other party, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

6. <u>Miscellaneous</u>. This Assignment and Assumption Agreement shall be subject to all applicable provisions of Article X (Miscellaneous) of the Purchase Agreement.

**IN WITNESS WHEREOF,** the parties have executed this Assignment and Assumption Agreement as of the date first above written.

BLUEGRASS GENERATION COMPANY, L.L.C.

By\_\_\_\_\_ Name: Title:

EAST KENTUCKY POWER COOPERATIVE, INC.

By\_\_\_\_\_ Name: Title:

### Exhibit C

# FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This is an Intellectual Property Assignment Agreement (this "Agreement"), dated as of \_\_\_\_\_\_, 2015, between Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("Assignor"), and East Kentucky Power Cooperative, Inc., a Kentucky corporation, ("Assignee"). Capitalized terms used in this Agreement but not defined herein shall have the meanings assigned to them in that certain Asset Purchase Agreement, dated as of June \_\_\_\_, 2015, between Assignee and Assignor (the "Purchase Agreement").

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, Assignor desires to transfer and assign its right, title and interest in and to the Intellectual Property Assets;

NOW, THEREFORE, Assignor and Assignee agree as follows:

- 1. Assignment and Assumption of Property.
  - a. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of Assignor in and to the Intellectual Property Assets and Intellectual Property Licenses (together, the "<u>Assigned Assets</u>"), without representation or warranty, express or implied, except as expressly set forth in the Purchase Agreement.
  - b. Assignee hereby assumes, becomes responsible for and agrees to pay, perform and discharge as they become due all of the Assumed Liabilities in connection with the Assigned Assets.
- 2. <u>Further Assurances</u>. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of transferring and assigning the Assigned Assets and finalizing any reasonably necessary endorsements for the transfer thereof in favor of Assignee.
- 3. <u>Subject to Purchase Agreement</u>. Buyer and Seller acknowledge and agree that the representations, warranties, covenants, agreements and indemnities (including the limitations thereunder) contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein and this Agreement shall be and remain subject thereto. Any conflict or inconsistency between the terms of this Agreement and the Purchase Agreement.
- 4. This Agreement shall be subject to all applicable provisions of Article X (Miscellaneous) of the Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed as of the date first written above.

- Aller

BLUEGRASS GENERATION COMPANY, L.L.C.

By\_\_\_\_\_ Name: Title:

EAST KENTUCKY POWER COOPERATIVE, INC.

By\_\_\_\_\_ Name: Title:

# Exhibit D1

# Allocation of Purchase Price

As of \_\_\_\_\_ [Closing Date]

		Amount	I.R.C. § 1060 Class Code	Comments
Total Purchase Pr	ice:		S.	
Cash Purchase				
Price	Cash Purchase Price	\$ 128,750,000.00		- 1. The let the second s
	Assumed Liabilities	\$ -	1	
		\$ 128,750,000.00	-	
Allocation:				
	Land and building	\$ 350,000.00	N/A	
	Inventories	\$ 1,200,000.00	Class IV	
0				
	Depreciable Assets	\$ 127,054,000 Gen \$120,013,607 Tran \$ 7,040,393	Class V	
	Section 197 Intangibles (goodwill, licenses, intellectual property assets, etc.)	\$ 146,000.00	Class VI or VII	
		\$ <u>128,750,000.00</u>		

Note: Buyer will use these allocations in its GAAP accounting.

### Exhibit D2

# SELLER'S OCCASIONAL SALE NOTICE

Pursuant to Section 3.02(b)(vii) of that certain Asset Purchase Agreement dated as of June \_\_\_\_, 2015, between Bluegrass Generation Company, L.L.C. (the "<u>Seller</u>") and East Kentucky Power Cooperative, Inc. (the "<u>Buyer</u>"),the Seller states as follows:

1. Seller's sales within Kentucky of tangible personal property used at its energy generating station in Oldham County, Kentucky, as reflected on Seller's books and records as of the Closing Date, are identified on the schedule attached to this certificate.

2. Seller does not have records reflecting sales occurring prior to 2010.

IN WITNESS WHEREOF, the Seller has duly executed and delivered this Notice as of \_\_\_\_\_, 2015.

BLUEGRASS GENERATION COMPANY, L.L.C.

By:\_\_\_\_\_

Its:

# ATTACHMENT TO SELLER'S OCCASIONAL SALE NOTICE

Bluegrass Capital Spares Rollforward 2010 - 3/2015 Transfers Out - Bluegrass						
	# Date	Account	Amount	Affiliate Counterparty	# of unique items in transaction	Physical Location of Equipment at time of transfer/sale
	1	6/7/2011 Capital Spare	104.683	Renaissance	1	. Kentucky - Exemption certificate provided by Renaissance
		Total	104,688			

### Exhibit D3

#### Seller's New Equipment Notice

Pursuant to Sections 3.02(b)(vii) and 6.14 of that certain Asset Purchase Agreement dated as of \_\_\_\_\_, 2015, between Bluegrass Generation Company, L.L.C. (the "<u>Seller</u>") and East Kentucky Power Cooperative, Inc. (the "<u>Buyer</u>"), the Seller hereby states to Seller's Knowledge with respect to the equipment at Seller's Oldham County, Kentucky generating station (the "<u>Station</u>") as follows:

1. The three natural gas fired simple cycle combustion turbine generators are identified by serial nos. I-S-94P0178 ("<u>Unit #1</u>"), I-S-94P0182 ("<u>Unit #2</u>"), and I-S-94P0173 ("<u>Unit 3</u>")(collectively, the "<u>Units</u>").

2. The Units, along with certain related equipment, were ordered for the Station by Dynegy Engineering, Inc. ("Dynegy"), on behalf of Seller's predecessor in interest, pursuant to Purchase Order Nos. 11608-MEQ-014, 11608-MEQ-015, and 11608-MEQ-017 between Dynegy and Siemens Westinghouse Power Corporation ("Siemens") all dated April 7, 1999 and attached hereto as Exhibits 1, 2 and 3, respectively.

3. Photos of the manufacturer's nameplate affixed to each of Unit #1, Unit #2, and Unit #3 are attached hereto as Exhibits 4, 5, and 6, respectively.

IN WITNESS WHEREOF, the Seller has duly executed and delivered this Notice as of the Closing Date.

1

BLUEGRASS GENERATION COMPANY, L.L.C.

By:\_\_\_\_\_

Its:

Purchase Order No. 11608-MEQ-014

Purchase Order No. 11608-MEQ-15

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Purchase Order No. 11608-MEQ-017

Manufacturer's nameplate for Unit #1

Manufacturer's nameplate for Unit #2

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Manufacturer's nameplate for Unit #3

#### Exhibit D4

### **Tax Clearance Certificate**

### [Seller Letterhead]

# VIA FACSIMILE (502) 564-2041 AND REGULAR MAIL

Ms. Jessica Taylor Certification Section Kentucky Department of Revenue 501 High Street 7<sup>th</sup> Floor, Mail Station #67 Louisville, KY 40601

# Re: Tax Clearance Certificate Bluegrass Generation Company, L.L.C. Sales and Use Tax Permit #

Dear Ms. Jessica Taylor:

It is anticipated that on [Closing Date], Bluegrass Generation Company, L.L.C. (the "<u>Company</u>") will sell certain assets located in Kentucky. Pursuant to KRS 139.670 and 139.680, this is a written request on behalf of the Company for a certificate stating that no sales or use tax or interest, penalties, amnesty fees or collection fees thereon are due to the Commonwealth of Kentucky from the Company with respect to any period prior to the date of the issuance of such certificate. If the Department's records show that any amounts are due, please provide the amounts owed, the periods for which the amounts are due, and any other information available that would enable the Company to determine the basis for the amounts claimed due.

Please fax the certificate to me as soon as possible at the number indicated below. In addition, please mail the original certificate to me at the address indicated below.

By this letter, you are authorized to fax an additional copy of the certificate to Thomas H. Warren, Esq., Sutherland Asbill & Brennan LLP, 999 Peachtree Street, NE, Suite 2300 Atlanta, Georgia 30309, fax number (404) 853-8806 and General Counsel, LS Power Development, One Tower Center, 21<sup>st</sup> Floor, East Brunswick, NJ 08816, fax number (732)-249-7290. If you have any questions, please let me know. Thank you for your assistance.

Very truly yours,

BLUEGRASS GENERATION COMPANY, L.L.C.

By:

[Name, Title]

Fax No.:

cc: Thomas H. Warren (via fax (404) 853-8806)

Sutherland Asbill & Brennan LLP 999 Peachtree Street, NE, Suite 2300 Atlanta, GA 30309

Facsimile: 404-853-8806

Attention: Thomas H

Thomas H. Warren, Esq.

### Exhibit E

# ASSIGNMENT OF LEASE

This Assignment of Lease (this "Assignment"), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), is entered into by and between Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("Seller"), and East Kentucky Power Cooperative, Inc., a Kentucky corporation ("Buyer").

WHEREAS, Seller is a party to that certain Lease Agreement dated as of November 1, 2000, by and between the County of Oldham, Kentucky, and Seller, of record in Deed Book 663, Page 23, in the Office of the Oldham County Clerk, as amended by (i) that certain First Amendment to Lease Agreement dated as of December 27, 2001, of record in Deed Book 700, Page 139, in the Office of the Oldham County Clerk, (ii) that certain Second Amendment to Lease Agreement dated as of December 27, 2002, of record in Deed Book 739, Page 44, in the Office of the Oldham County Clerk; and (iii) that certain Third Amendment to Lease Agreement dated as of January 19, 2006, of record in Deed Book 857, Page 613, in the Office of the Oldham County Clerk (collectively, as further amended from time to time, the "Lease");

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of \_\_\_\_\_\_, 2015 (as further amended from time to time, the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, Seller shall assign the Lease to Buyer upon the terms and conditions set forth therein and herein;

NOW, THEREFORE, for good and valuable consideration, including without limitation the consideration described in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>Definitions</u>. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

2. <u>Assignment and Assumption</u>. Pursuant to the Agreement, Seller hereby grants, conveys, transfers, assigns, sells and delivers to Buyer as of the Effective Date, in accordance with and subject to the terms of the Agreement, and without representation or warranty, express or implied, except as expressly set forth in the Agreement, all of Seller's right, title and interest in, to and under the Lease, and Buyer hereby accepts such assignment, and assumes, becomes responsible for and agrees to pay, perform and discharge, as and when due, all of the duties and obligations of Seller under the Lease, except to the extent such duties and obligations constitute Excluded Liabilities under the Agreement.

3. <u>Conflict</u>. This Assignment is subject to all the terms and provisions of the Agreement, including without limitation all representations and warranties, indemnities and limitations therein. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Agreement. Notwithstanding anything to the contrary set forth

herein, if there is any conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall control.

4. <u>Miscellaneous</u>. This Assignment shall be subject to all applicable provisions of Article X (Miscellaneous) of the Agreement.

# [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed or caused this Assignment to be executed by their respective officers thereunto duly authorized, each with the intent to be legally bound, as of the date first written above.

# SELLER:

### BLUEGRASS GENERATION COMPANY, L.L.C.

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_\_) COUNTY OF \_\_\_\_\_\_) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2015, by \_\_\_\_\_\_\_, as the \_\_\_\_\_\_\_, as the \_\_\_\_\_\_\_\_, of BLUEGRASS GENERATION COMPANY, L.L.C., a Delaware limited liability company, for and on behalf of the limited liability company.

My commission expires:

Notary Public

Notary ID No.: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed or caused this Assignment to be executed by their respective officers thereunto duly authorized, each with the intent to be legally bound, as of the date first written above.

#### BUYER:

EAST KENTUCKY POWER COOPERATIVE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_\_) COUNTY OF \_\_\_\_\_\_) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of , 2015, by \_\_\_\_\_, as the

\_\_\_\_\_, 2015, by \_\_\_\_\_\_, as the \_\_\_\_\_\_, of EAST KENTUCKY POWER COOPERATIVE, INC., a Kentucky corporation, for and on behalf of the corporation.

My commission expires:

Notary Public

Notary ID No.: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Kirby D. Ifland, Esq. FROST BROWN TODD LLC 250 West Main Street, Suite 2800 Lexington, Kentucky 40507 Telephone: (859) 231-0000 Facsimile: (859) 231-0011
#### Exhibit F1

# FORM OF SELLER CLOSING CERTIFICATE OF BLUEGRASS GENERATION COMPANY, L.L.C.

## \_\_\_\_\_, 2015

The undersigned hereby certifies, as of the date hereof, to East Kentucky Power Cooperative, Inc., a corporation organized under the laws of Kentucky ("<u>Buyer</u>"), that [he/she] is the duly appointed, acting and qualified Secretary of Bluegrass Generation Company, L.L.C., a Delaware limited liability company (the "<u>Company</u>").

This certificate is provided pursuant to Section 7.02(j) of that certain Asset Purchase Agreement, dated as of June \_\_\_, 2015 (the "<u>Agreement</u>"), by and between the Company and Buyer. Terms not otherwise defined herein shall have the same meaning as in the Agreement.

The undersigned does hereby certify, as of the date hereof, to Buyer, solely in [his/her] capacity as Secretary of the Company, and not in [his/her] personal capacity and without personal liability therefor, on behalf of the Company as follows:

(a) Other than the representations and warranties made by the Company in Section 4.01, Section 4.02 and Section 4.21, the representations and warranties of Seller contained in the Agreement, the other Transaction Documents and any certificate delivered pursuant thereto are true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Seller contained in Section 4.01, Section 4.02, and Section 4.21 are true and correct in all respects on and as of the date hereof (except those representations and so of the date hereof (except those matters only as of a specified date, the accuracy of which shall be determined as of the date hereof (except those representations and as of the date hereof (except those representations and warranties of Seller contained in Section 4.01, Section 4.02, and Section 4.21 are true and correct in all respects on and as of the date hereof (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of the date hereof (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of the accuracy of which shall be determined as of the accuracy of which shall be determined as of that specified date in all respects).

(b) Company has duly performed and complied in all material respects with all agreements, covenants and conditions required by the Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the date hereof.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be duly executed and delivered as of the date first set forth above.

By:

Name:

Title:

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A CONTRACTOR OF THE OWNER

# FORM OF BUYER CLOSING CERTIFICATE OF EAST KENTUCKY POWER COOPERATIVE, INC.

### \_\_\_\_\_, 2015

The undersigned hereby certifies, as of the date hereof, to Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("<u>Seller</u>"), that [he/she] is the duly appointed, acting and qualified Secretary of East Kentucky Power Cooperative, Inc., a corporation organized under the laws of Kentucky (the "<u>Company</u>").

This certificate is provided pursuant to Section 7.03(e) of that certain Asset Purchase Agreement, dated as of June \_\_\_, 2015 (the "<u>Agreement</u>"), by and between the Company and Buyer. Terms not otherwise defined herein shall have the same meaning as in the Agreement.

The undersigned does hereby certify, as of the date hereof, to Buyer, solely in [his/her] capacity as Secretary of the Company, and not in [his/her] personal capacity and without personal liability therefor, on behalf of the Company as follows:

(a) Other than the representations and warranties made by the Company in Section 5.01, Section 5.02 and Section 5.04, the representations and warranties of Buyer contained in the Agreement, the other Transaction Documents and any certificate delivered pursuant thereto are true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Seller contained in Section 5.01, Section 5.02, and Section 5.04 are true and correct in all respects on and as of the date hereof.

(b) Company has duly performed and complied in all material respects with all agreements, covenants and conditions required by the Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the date hereof.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be duly executed and delivered as of the date first set forth above.

By:

Name:

Title:

#### Exhibit F2

### FORM OF SELLER SECRETARY'S CERTIFICATE OF

#### **BLUEGRASS GENERATION COMPANY, L.L.C.**

#### \_\_\_\_, 2015

The undersigned hereby certifies, as of the date hereof, to East Kentucky Power Cooperative, Inc., a corporation organized under the laws of Kentucky ("<u>Buyer</u>"), that [he/she] is the duly appointed, acting and qualified Secretary of Bluegrass Generation Company, L.L.C., a Delaware limited liability company (the "<u>Company</u>").

This certificate is provided pursuant to Section 7.02(k) of that certain Asset Purchase Agreement, dated as of June \_\_\_, 2015 (the "<u>Agreement</u>"), by and between the Company and Buyer for the sale of Purchased Assets. Terms not otherwise defined herein shall have the same meaning as in the Agreement.

The undersigned does hereby certify, as of the date hereof, to Buyer, solely in [his/her] capacity as Secretary of the Company, and not in [his/her] personal capacity and without personal liability therefor, on behalf of the Company as follows:

(a) Attached hereto as <u>Exhibit A</u> is a true, correct and complete copy of the resolutions of the sole member of the Company (the "<u>Member</u>"), duly adopted by the Member by written consent, authorizing and approving the execution, delivery and performance by the Company of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and said resolutions are now in full force and effect and have not been repealed or contravened and such resolutions constitute all the resolutions adopted in connection with the transactions contemplated hereby.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be duly executed and delivered as of the date first set forth above.

By:

Name:

Title:

# FORM OF BUYER SECRETARY'S CERTIFICATE OF EAST KENTUCKY POWER COOPERATIVE, INC.

\_\_\_\_\_, 2015

The undersigned hereby certifies, as of the date hereof, to Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("<u>Seller</u>"), that [he/she] is the duly appointed, acting and qualified Secretary of East Kentucky Power Cooperative, Inc., a corporation organized under the laws of Kentucky (the "<u>Company</u>").

This certificate is provided pursuant to Section 7.03(f) of that certain Asset Purchase Agreement, dated as of June \_\_\_, 2015 (the "<u>Agreement</u>"), by and between the Company and Seller for the sale of the Purchased Assets. Terms not otherwise defined herein shall have the same meaning as in the Agreement.

The undersigned does hereby certify, as of the date hereof, to Seller, solely in [his/her] capacity as Secretary of the Company, and not in [his/her] personal capacity and without personal liability therefor, on behalf of the Company as follows:

(a) Attached hereto as <u>Exhibit A</u> is a true, correct and complete copy of the resolutions adopted by the board of directors of Company (the "<u>Board</u>"), duly adopted by the Board by written consent, authorizing and approving the execution, delivery and performance by the Company of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and said resolutions are now in full force and effect and have not been repealed or contravened and such resolutions constitute all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be duly executed and delivered as of the date first set forth above.

By:

Name:

Title:

#### Exhibit F3

# FORM OF SELLER AUTHORIZED OFFICERS CERTIFICATE OF BLUEGRASS GENERATION COMPANY, L.L.C.

#### \_\_\_\_\_, 2015

The undersigned hereby certifies, as of the date hereof, to East Kentucky Power Cooperative, Inc., a corporation organized under the laws of Kentucky ("<u>Buyer</u>"), that [he/she] is the duly appointed, acting and qualified Secretary of Bluegrass Generation Company, L.L.C., a Delaware limited liability company (the "<u>Company</u>").

This certificate is provided pursuant to Section 7.02(l) of that certain Asset Purchase Agreement, dated as of June \_\_\_, 2015 (the "<u>Agreement</u>"), by and between the Company and Buyer for the sale of the Purchased Assets. Terms not otherwise defined herein shall have the same meaning as in the Agreement.

The undersigned does hereby certify, as of the date hereof, to Buyer, solely in [his/her] capacity as Secretary of the Company, and not in [his/her] personal capacity and without personal liability therefor, on behalf of the Company as follows:

(a) The persons listed on <u>Annex A</u> attached hereto (1) are duly elected or appointed, qualified and acting officers or authorized signatories of the Company holding the positions set forth next to their respective names and (2) have been authorized to execute and deliver on behalf of the Company the Agreement, the other Transaction Documents and all other agreements and instruments contemplated hereby and thereby. The signature of each such officer or authorized signatory (as set forth thereon) is the true and genuine signature of such individual.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be duly executed and delivered as of the date first set forth above.

By:

Name:

Title:

## Annex A

## INCUMBENCY

Name

Title

Ą

Signature

# FORM OF BUYER AUTHORIZED OFFICERS CERTIFICATE OF EAST KENTUCKY POWER COOPERATIVE, INC.

### \_\_\_\_\_, 2015

The undersigned hereby certifies, as of the date hereof, to Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("<u>Seller</u>"), that [he/she] is the duly appointed, acting and qualified Secretary of East Kentucky Power Cooperative, Inc., a corporation organized under the laws of Kentucky (the "<u>Company</u>").

This certificate is provided pursuant to Section 7.03(g) of that certain Asset Purchase Agreement, dated as of June \_\_, 2015 (the "<u>Agreement</u>"), by and between the Company and Seller for the sale of the Purchased Assets. Terms not otherwise defined herein shall have the same meaning as in the Agreement.

The undersigned does hereby certify, as of the date hereof, to Seller, solely in [his/her] capacity as Secretary of the Company, and not in [his/her] personal capacity and without personal liability therefor, on behalf of the Company as follows:

(a) The persons listed on <u>Annex A</u> attached hereto (1) are duly elected or appointed, qualified and acting officers or authorized signatories of the Company holding the positions set forth next to their respective names and (2) have been authorized to execute and deliver on behalf of the Company the Agreement, the other Transaction Documents and all other agreements and instruments contemplated hereby and thereby. The signature of each such officer or authorized signatory (as set forth thereon) is the true and genuine signature of such individual.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be duly executed and delivered as of the date first set forth above.

By:

Name:

Title:

## Annex A

## INCUMBENCY

Name

Title

N

Marrie

Signature

#### **Exhibit F4**

#### FORM OF CERTIFICATION OF NON-FOREIGN STATUS

Reference is made to that certain Asset Purchase Agreement, dated as of June \_\_\_\_\_, 2015 (the "<u>Asset Purchase Agreement</u>") by and between Bluegrass Generation Company, L.L.C., a Delaware limited liability company (the "<u>Seller</u>"), and East Kentucky Power Cooperative, Inc., a corporation organized under the laws of Kentucky (the "<u>Buyer</u>").

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") provides that a transferee of a U.S. real property interest (as defined in the Code and the Treasury Regulations) must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor and not the disregarded entity. Seller is a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Treasury Regulations and its regarded owner is Port River, LLC, a Delaware limited liability company (the "Regarded Transferor"). Accordingly, the Regarded Transferor is treated as the transferor of the property for U.S. tax purposes (including section 1445 of the Code). To inform Buyer that withholding tax is not required upon the disposition of a U.S. real property interest by the Regarded Transferor, the undersigned hereby certifies the following on behalf of Regarded Transferor:

- (a) The Regarded Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as such terms are defined in the Code and the Treasury Regulations);
- (b) The Regarded Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Treasury Regulations;
- (c) The U.S. Taxpayer Identification Number of the Regarded Transferor is [\_\_\_\_]; and
- (d) The office addresses of the Regarded Transferor is [ ].
- (e) The undersigned is the [\_\_\_\_\_] of Owner, and has knowledge of the matters sworn to herein.

The Regarded Transferor understands and acknowledges that this certification may be disclosed to the U.S. Internal Revenue Service by the Buyer, and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this certification on behalf of the Regarded Transferor.

- Martin

[\_\_\_\_]

By:			
Name:	[	]	
Title:	[	1	

### **Disclosure Schedules**

### to the

## Asset Purchase Agreement

### dated June 26, 2015

### Among

## EASTERN KENTUCKY POWER COOPERATIVE, INC.

as Buyer

and

## **BLUEGRASS GENERATION COMPANY, L.L.C.**

as Seller

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#### **General Terms**

Any terms used in these Disclosure Schedules but not defined herein shall have the same meanings ascribed thereto in the Asset Purchase Agreement (the "Agreement"), dated June 26, 2015, by and among Eastern Kentucky Power Cooperative, Inc., a corporation organized under the laws of Kentucky ("Buyer"), and Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("Seller" and collectively with Buyer, the "Parties"), of which these Disclosure Schedules are a part. These Disclosure Schedules are qualified in their entirety by reference to specific provisions of the Agreement, subject to the limitations set forth in such specific provision, and are not intended to constitute, and shall not be construed as constituting, any representations or warranties of the Parties. These Disclosure Schedules may include items or information that the Parties are not required to disclose under the Agreement; disclosure of such items or information shall not affect (directly or indirectly) the interpretation of the Agreement or the scope of the disclosure obligation under the Agreement. Inclusion of information herein shall not be construed as an admission that such information is material to the Business or the business, assets, liabilities, financial condition, or operations of the Parties. The disclosure of any fact or item in any Disclosure Schedule referenced by a particular section of the Agreement shall be deemed to have been disclosed with respect to every other section in the Agreement to the extent it is reasonably apparent on the face of such disclosure the relevance to such other section. The headings contained in these Disclosure Schedules are for reference only and shall not affect in any way the meaning or interpretation of these Disclosure Schedules.

## Schedule 1.01(k)

## Seller's Knowledge

- 1. John King Executive Vice President
- 2. Mark Strength Vice President
- 3. Carolyne Wass Senior Vice President
- 4. Adam Gassaway Asset Manager

# Schedule 2.01(a)

# **Excluded Inventory**

1. See Appendix 2.01(a).

#### Schedule 2.01(b)

#### **Assigned Contracts**

- 1. Interconnection and Operating Agreement by and among Louisville Gas & Electric Company and Kentucky Utilities Company and Bluegrass Generation Company, L.L.C., dated February 13, 2001.
- 2. Service Agreement for Network Integration Transmission Service for Bluegrass Unit 1, between PJM Interconnection, LLC and Bluegrass Generation Company, LLC dated as of May 1, 2014.
- 3. Service Agreement for Network Integration Transmission Service for Bluegrass Unit 2, between PJM Interconnection, LLC and Bluegrass Generation Company, LLC dated as of May 1, 2014.
- 4. Service Agreement for Network Integration Transmission Service for Bluegrass Unit 3, between PJM Interconnection, LLC and Bluegrass Generation Company, LLC dated as of May 19, 2014.
- Capacity Purchase and Tolling Agreement between Louisville Gas & Electric Company and Bluegrass Generation Company, L.L.C., dated August 26, 2014, as modified by the Letter Agreement, dated as of September 12, 2014 and the Scheduling Procedures effective May 1, 2015.
- Letter Agreement for allocation of deliveries to Bluegrass' Power Generation Facility, between Texas Gas Transmission, LLC, Kentucky Utilities Company, and Bluegrass Generation Company, LLC dated as of March 6, 2015.
- 7. Switchyard Sub-Lease Agreement by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric and Kentucky Utilities Company, dated January 1, 2002.
- 8. Facilities Agreement between Texas Gas Transmission Corporation and Bluegrass Generation Company, L.L.C., dated April 9, 2001.
- 9. Water Purchase Agreement by and between Bluegrass Generation Company, L.L.C. and Oldham County Sewer District, dated February 8, 2001, to include related Access Easement, dated as February 9, 2006, and Amendment to Access Easement, as of February 2006.
- 10.Oldham County Sanitation District Wastewater Collection and Transport Facilities extension contract between Bluegrass Generation Company, L.L.C. and Oldham County Sanitation District dated June 19, 2001, and Conveyance of Wastewater Collection Facilities dated January 21, 2002.
- 11.Operations and Maintenance Agreement for the Bluegrass Facility, between Bluegrass Generation Company, LLC and NAES Corporation, dated as of October 1, 2012.

- 12.Permanent Access Road Agreement by and between Bluegrass Generation Company, L.L.C. and Texas Gas Transmission Corporation, dated as of February 27, 2001.
- 13. Conveyance of Right of Way by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric, dated January 3, 2001.
- 14. County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2000A.
- 15. County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2001A.
- 16. County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2002A.
- 17.Master Trust Indenture between County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of November 1, 2000.
- 18. Supplement No. 1 to Master Trust Indenture between the County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of November 1, 2000.
- 19. Supplement No. 2 to Master Trust Indenture between the County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of December 27, 2001.
- 20. Supplement No. 3 to Master Trust Indenture between the County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of December 27, 2002.
- 21.Home Office Payment Agreement between Bluegrass Generation, Inc., Bluegrass Generation Company, L.L.C., Bank One Trust Company, National Association, and County of Oldham, Kentucky, dated November 1, 2000.
- 22.Home Office Payment Agreement between Bluegrass Generation, Inc., Bluegrass Generation Company, L.L.C., Bank One Trust Company, National Association, and County of Oldham, Kentucky, dated December 27, 2001.
- 23. Home Office Payment Agreement between Bluegrass Generation, Inc., Bluegrass Generation Company, L.L.C., Bank One Trust Company, National Association, and County of Oldham, Kentucky, dated December 27, 2002.
- 24.In-Lieu of Tax Payments Agreement by and between Bluegrass Generation Company, L.L.C. and County of Oldham, Kentucky, dated November 1, 2000
- 25.Letter Agreement by and between Bluegrass Generation Company, L.L.C. and Oldham County, Kentucky Fiscal Court, executed on August 28, 2000.
- 26.Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Industrial Building Revenue Bonds), dated November 1, 2000.

- 27.First Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Series 2001A Bonds), dated December 27, 2001.
- 28.Second Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Series 2002A Bonds), dated December 27, 2002.
- 29. Third Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C., dated January 19, 2006.
- 30.Bill of Sale by and between Bluegrass Generation, Inc. and County of Oldham, Kentucky, dated December 27, 2001.
- 31.Bill of Sale by and between Bluegrass Generation, Inc. and County of Oldham, Kentucky, dated December 27, 2002.
- 32.Bond Purchase Agreement by and among County of Oldham, Kentucky, as Issuer, and Bluegrass Generation Company, L.L.C., as Lessee, and Bluegrass Generation, Inc., as Original Purchase, dated as of November 1, 2000.
- 33.First Amendment to Bond Purchase Agreement by and among County of Oldham, Kentucky, as Issuer, and Bluegrass Generation Company, L.L.C., as Lessee, and Bluegrass Generation, Inc., as Original Purchase, dated as of December 27, 2001.
- 34.Second Amendment to Bond Purchase Agreement by and among County of Oldham, Kentucky, as Issuer, and Bluegrass Generation Company, L.L.C., as Lessee, and Bluegrass Generation, Inc., as Original Purchase, dated as of December 27, 2002.

# Schedule 2.01(g)

## Prepayments

None.

#### Schedule 2.02(c)

#### **Excluded Assets**

- 1. Any and all software rights and licenses, including those set forth on Schedule 4.10(b), but not including:
  - (a) all software necessary to operate and control the Units (including, Teleperm XP (AS 620) T-2000 / Version 7.0.26); and
  - (b) all firmware installed on the Purchased Assets.
- 2. Any and all items listed as in Schedule 2.01(a).
- 3. Rights under any and all Contracts and agreements that are not Assigned Contracts.
- 4. The Cintas rugs and uniforms in the administrative building.
- 5. Gas bottles and welding gas bottles that are leased from suppliers.
- 6. Cash deposit at PJM
- Bluegrass Generation Company, LLC's market based rate authority, Docket No. ER02-506-000 (Feb. 1, 2002) (unreported).
- 8. Bluegrass Generation Company, LLC's FPA Section 204 authorization, Docket No. ER02-506-000 (Feb. 22, 2002) (notice issued).
- 9. Bluegrass Generation Company, LLC's exempt wholesale generator status, see 97 FERC ¶ 62,279 (2001).

### Schedule 2.06(a)

### **Prorated Items**

- 1. Assumed Liabilities relating to the period prior to Closing in the ordinary course of business under the Contracts actually assigned and listed on Schedule 2.01(b).
- 2. All revenue earned or owed to the Company or its Affiliates prior to Closing in respect of or arising under the Contracts actually assigned and listed on Schedule 2.01(b).

## Schedule 2.07 Price Allocation of Purchased Assets

### Allocation of Purchase Price by Category of Purchased Assets As of \_\_\_\_\_ [Closing Date]

The total purchase price (Purchase Price and Assumed Liabilities) shall be allocated amongst the Purchased Assets, by category of asset, as follows:

Assets	Price	Retail Assets	Non-Retail Assets
Land and building	\$	N/A	N/A
Sales-related fixtures/furniture	\$	\$	N/A
Industrial tools	\$	(Resale)	\$
Industrial supplies	\$	(Resale)	\$
Manufacturing machinery/equip.	\$	(New equipment)	\$
Intangibles	\$	N/A	N/A
Total:	\$	\$	\$

# Schedule 4.01

## **Qualified Jurisdictions**

- 1. Delaware
- 2. Kentucky

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#### Schedule 4.03(b)

#### Consents under Law or Governmental Order

#### **Pre-Closing Consents/Approvals:**

- Notification filed with the Federal Trade Commission and the United States Department of Justice under the HSR Act and the rules and regulations promulgated thereunder with respect to the transactions contemplated by the Agreement, response to any requests for additional information made by either of such agencies, and termination or expiration of the waiting periods under the HSR Act.
- 2. Kentucky's Division of Water as required for KPDES Permit.
- 3. FCC radio license for station WQEP319 is held in the name of Bluegrass Generation Company, L.L.C; FRN: 0019071422, Expiration Date: March 16, 2016.

#### **Post-Closing Notices:**

- As of the Closing Date, Seller will no longer be responsible for compliance with North American Electric Reliability Corporation ("NERC") Reliability Standards at the Plant. Within thirty (30) calendar days after the Closing Date, Seller will provide written notification to NERC that it is no longer the "Generator Owner and Operator" for the Plant. It is the Buyer's obligation to inform NERC of their new obligations for purposes of ongoing compliance at the Plant.
- 2. EPA Clean Air Markets Division, where Buyer must submit change of ownership information to EPA Clean Air Markets Division within thirty (30) days after the Closing Date, as required for the following permits:
  - a. Phase II Acid Rain Permit (Section J of Air Quality Permit No. V-11-005), issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) September 19, 2011; expires September 19, 2016;
  - b. CAIR Permit (Section K of Air Quality Permit No. V-11-005), issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) September 19, 2011; expires September 19, 2016; and
  - c. Certificate of Representation, Designated Representative (Kathy French, LS Power) / Alternate Designated Representative (Adam Gassaway, LS Power), Acid Rain Program, CAIR NOx Annual Program, CAIR NOx Ozone Season Program, CAIR SO2 Program, Transport Rule NOx Annual Program, Transport Rule NOx Ozone Season Program, Transport Rule Group 1 SO2 Program filed with U.S. Environmental Protection Agency, Clean Air Markets Division, sent December 2, 2009.

- 3. Kentucky's Division for Air Quality as required for Air Quality Permit, No. V-11-005, issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) September 19, 2011; expires September 19, 2016. Notice must be provided to the Division of Air Quality within ten (10) days after the Closing Date. Notice must include a "signed written agreement specifying the date of transfer of permit responsibility, coverage, and liability."
- 4. Kentucky's Division of Waste Management as required for Hazardous Waste Generator ID #KYR000032409, issued by Kentucky Department of Environmental Protection to Bluegrass Generation Co., LLC, dated May 10, 2002. Seller must notify the Division of Waste Management within thirty (30) days after the generation of hazardous waste ceases using Form DEP 7086. Buyer must submit registration form and receive EPA ID number prior to treating, storing, disposing, transporting, or offering to transport hazardous waste using form DEP 7037.

#### Schedule 4.03(c)

#### **Consents under Material Contracts**

- 1. Interconnection and Operating Agreement by and among Louisville Gas & Electric Company and Kentucky Utilities Company and Bluegrass Generation Company, L.L.C., dated February 13, 2001.
- 2. Service Agreement for Network Integration Transmission Service for Bluegrass Unit 1, between PJM Interconnection, LLC and Bluegrass Generation Company, LLC dated as of May 1, 2014.
- 3. Service Agreement for Network Integration Transmission Service for Bluegrass Unit 2, between PJM Interconnection, LLC and Bluegrass Generation Company, LLC dated as of May 1, 2014.
- 4. Service Agreement for Network Integration Transmission Service for Bluegrass Unit 3, between PJM Interconnection, LLC and Bluegrass Generation Company, LLC dated as of May 19, 2014.
- Oldham County Sanitation District Wastewater Collection and Transport Facilities extension contract between Bluegrass Generation Company, L.L.C. and Oldham County Sanitation District, dated June 19, 2001.
- 6. Permanent Access Road Agreement by and between Bluegrass Generation Company, L.L.C. and Texas Gas Transmission Corporation, dated as of February 27, 2001.
- Capacity Purchase and Tolling Agreement between Louisville Gas & Electric Company and Bluegrass Generation Company, L.L.C., dated August 26, 2014, as modified by the Letter Agreement, dated as of September 12, 2014 and the Scheduling Procedures effective May 1, 2015.
- 8. The Permits referenced on Schedule 4.03(b) are incorporated herein by reference.

### Schedule 4.04

### **Financial Statements**

1. Financial Statements do not include any allocation of liabilities and expenses for Affiliate personnel, general and administrative and overhead costs incurred in the ordinary course of business. The aggregate amount of such liabilities and expenses does not exceed \$5,000,000.

### Schedule 4.05

### **Undisclosed Liabilities**

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1. Financial Statements do not include any allocation of Liabilities and expenses for Affiliate personnel, general and administrative and overhead costs. The aggregate amount of such liabilities and expenses does not exceed \$5,000,000.

#### Schedule 4.06(a)

#### **Material Contracts**

- 1. County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2000A.
- 2. County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2001A.
- 3. County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2002A.
- 4. Master Trust Indenture between County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of November 1, 2000.
- 5. Supplement No. 1 to Master Trust Indenture between the County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of November 1, 2000.
- 6. Supplement No. 2 to Master Trust Indenture between the County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of December 27, 2001.
- 7. Supplement No. 3 to Master Trust Indenture between the County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of December 27, 2002.
- Home Office Payment Agreement between Bluegrass Generation, Inc., Bluegrass Generation Company, L.L.C., Bank One Trust Company, National Association, and County of Oldham, Kentucky, dated November 1, 2000.
- 9. Home Office Payment Agreement between Bluegrass Generation, Inc., Bluegrass Generation Company, L.L.C., Bank One Trust Company, National Association, and County of Oldham, Kentucky, dated December 27, 2001.
- 10.Home Office Payment Agreement between Bluegrass Generation, Inc., Bluegrass Generation Company, L.L.C., Bank One Trust Company, National Association, and County of Oldham, Kentucky, dated December 27, 2002.
- 11.In-Lieu of Tax Payments Agreement by and between Bluegrass Generation Company, L.L.C. and County of Oldham, Kentucky, dated November 1, 2000
- 12.Letter Agreement by and between Bluegrass Generation Company, L.L.C. and Oldham County, Kentucky Fiscal Court, executed on August 28, 2000.
- 13.Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Industrial Building Revenue Bonds), dated November 1, 2000.
- 14. First Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Series 2001A Bonds), dated December 27, 2001.
- 15.Second Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Series 2002A Bonds), dated December 27, 2002.
- 16. Third Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C., dated January 19, 2006.
- 17.Bill of Sale by and between Bluegrass Generation, Inc. and County of Oldham, Kentucky, dated December 27, 2001.
- 18.Bill of Sale by and between Bluegrass Generation, Inc. and County of Oldham, Kentucky, dated December 27, 2002.
- 19.Bond Purchase Agreement by and among County of Oldham, Kentucky, as Issuer, and Bluegrass Generation Company, L.L.C., as Lessee, and Bluegrass Generation, Inc., as Original Purchase, dated as of November 1, 2000.
- 20.First Amendment to Bond Purchase Agreement by and among County of Oldham, Kentucky, as Issuer, and Bluegrass Generation Company, L.L.C., as Lessee, and Bluegrass Generation, Inc., as Original Purchase, dated as of December 27, 2001.
- 21.Second Amendment to Bond Purchase Agreement by and among County of Oldham, Kentucky, as Issuer, and Bluegrass Generation Company, L.L.C., as Lessee, and Bluegrass Generation, Inc., as Original Purchase, dated as of December 27, 2002.

#### **Other Material Contracts:**

- 1. Amended and Restated Limited Liability Company Agreement of Bluegrass Generating Company, L.L.C., by Port River, LLC, dated as of November 30, 2009.
- 2. Assignment and Assumption Agreement between Bluegrass Generation, Inc. and Bluegrass Generation, L.L.C., dated as of November 24, 2009.
- 3. Interconnection and Operating Agreement by and among Louisville Gas & Electric Company and Kentucky Utilities Company and Bluegrass Generation Company, L.L.C., dated February 13, 2001.
- 4. Switchyard Sub-Lease Agreement by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric and Kentucky Utilities Company, dated January 1, 2002.
- 5. Water Purchase Agreement by and between Bluegrass Generation Company, L.L.C. and Oldham County Sewer District, dated February 8, 2001, to include related Access Easement, dated as February 9, 2006, and Amendment to Access Easement, as of February 2006.
- 6. Facilities Agreement between Texas Gas Transmission Corporation and Bluegrass Generation Company, L.L.C., dated April 9, 2001.

- 7. Leasehold Interest in the land described on Schedule 4.09(a)(i).
- 8. All matters and encumbrances disclosed on Schedule 4.09(a)(ii).
- 9. All matters and encumbrances disclosed on Schedule 4.09(a)(iii).
- 10.Permanent Access Road Agreement by and between Bluegrass Generation Company, L.L.C. and Texas Gas Transmission Corporation, dated as of February 27, 2001.
- 11.Conveyance of Right of Way by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric, dated January 3, 2001.
- 12.Oldham County Sanitation District Wastewater Collection and Transport Facilities Extension Contract between Bluegrass Generation Company, L.L.C. and Oldham County Sanitation District, dated June 19, 2001.
- 13.Conveyance of Wastewater and Collection Facilities between Bluegrass Generation Company, L.L.C. and the Oldham County Sanitation District, delivered January 16, 2002.
- 14.Application for Membership Agreement, by and between PJM Interconnection, L.L.C. and Bluegrass Generation Company, L.L.C., dated June 24, 2011.
- 15.Notice of Approval for PJM Membership, delivered by PJM Interconnection, L.L.C. to Bluegrass Generation Company, L.L.C., dated August 12, 2011 (to include Membership Kit).
- 16.Operations and Maintenance Agreement for the Bluegrass Facility, between Bluegrass Generation Company, LLC and NAES Corporation, dated as of October 1, 2012.
- 17. Energy Management Agreement, between EDF Trading North America, LLC, Port River, LLC and Bluegrass Generation Company, L.L.C., dated as of October 15, 2009.
- 18.ISDA Master Agreement, between EDF Trading North America, LLC, Bluegrass Generation Company, L.L.C. and Port River, LLC, dated as of October 15, 2009.
- 19.ISDA Credit Support Annex, between EDF Trading North America, LLC, Bluegrass Generation Company, L.L.C. and Port River, LLC, dated as of October 15, 2009.
- 20.First Amendment to Energy Management Agreement, between EDF Trading North America, LLC, Port River, LLC and Bluegrass Generation Company, L.L.C., dated as of January 21, 2010.
- 21.Capacity Purchase and Tolling Agreement between Louisville Gas & Electric Company and Bluegrass Generation Company, L.L.C., dated August 26, 2014, as modified by the Letter Agreement, dated as of September 12, 2014 and the Scheduling Procedures effective May 1, 2015.

- 22.Letter Agreement for Allocation of Deliveries to Bluegrass Power Generation Facility, dated March 6, 2015, among Kentucky Utilities, Bluegrass Generation Company, L.L.C., and Texas Gas Transmission, LLC.
- 23.System Impact Study Agreement for Firm Transmission Service Project TSR SIS LGE-2015-003, between TranServ International, Inc. and Louisville Gas and Electric/Kentucky Utilities Company and Bluegrass Generation Company, LLC, dated as of February 10, 2015.
- 24.System Impact Study Agreement for Firm Transmission Service Project TSR SIS LGE-2015-004, between TranServ International, Inc. and Louisville Gas and Electric/Kentucky Utilities Company and Bluegrass Generation Company, LLC, dated as of February 10, 2015.
- 25. Service Agreement for Network Integration Transmission Service for Bluegrass Unit 1, between PJM Interconnection, LLC and Bluegrass Generation Company, LLC dated as of May 1, 2014.
- 26.Service Agreement for Network Integration Transmission Service for Bluegrass Unit 2, between PJM Interconnection, LLC and Bluegrass Generation Company, LLC dated as of May 1, 2014.
- 27.Service Agreement for Network Integration Transmission Service for Bluegrass Unit 3, between PJM Interconnection, LLC and Bluegrass Generation Company, LLC dated as of May 19, 2014.
- 28.Confidentiality Agreement for Treatment of Critical Energy Infrastructure Information and Confidential Transmission Planning Information, between Louisville Gas and Electric Company and Kentucky Utilities Company and Bluegrass Generation Company, LLC dated as of March 4, 2015.
- 29.Letter of Non-recallability between PJM Interconnection, LLC and Bluegrass Generation Company, LLC

#### Schedule 4.06(b)

#### **Material Contracts**

 Currently, the May 2015 invoice under the Power Purchase Agreement is under dispute between the parties as described in detail in the e-mail from Linn Oelker of LG&E and KU to Adam Gassaway, Mark Strength and others on June 17, 2015 at 4:25 p.m. eastern time regarding two items in the May 2015 invoice. Similar disputes could occur in the future if Seller does not account for deemed scheduled hours with respect to forced outages and the calculation of the monthly fuel adjustment (consistent with the methodology used in the May 2015 invoice) when invoicing LG&E and KU.

### **Permitted Encumbrances**

#### Schedule 4.09(a)

#### **Real Property**

### TRACT "A"

Being a tract of land located in Oldham County Kentucky, being the same property conveyed to County of Oldham, Kentucky by Deed as recorded in Deed Book 663, Page 015. All Deed Books, Plot Books and Will Books referenced herein are recorded in the office of the Oldham County Court Clerk. Unless otherwise stated herein, any monument referred to as an "I. R. with cap" is a <sup>1</sup>/<sub>2</sub>" diameter steel number 4 bar, 18" long with yellow plastic cap stamped "Prop. Cor. LS 1771". All bearings herein are referenced from the state plane coordinate system. Said Tract "A" being located at 3095 Commerce Parkway, LaGrange, Kentucky 40031 and being more particularly described as follows:

Beginning at an I. R. with cap set in the South line of the CSX railroad property, being 33.00 feet from the center of the main track, being a common corner with the Northeast corner of Tract #3 as conveyed to the County of Oldham, Kentucky as recorded in Deed Book 700, Page 133; thence, leaving said County of Oldham, Kentucky and following said South line of the CSX railroad North 45°09'19" East, 282.24 feet to an I. R. with cap found; thence, North 31°51'08" West, 10.26 feet to a 1/2" diameter iron pipe found, being 23 feet South of the main track; thence, North 44°58'07" East, 972.39 feet to an I. R. with cap found, being 24.6 feet South of the main track; thence North 59°23'00" East, 82.46 feet to an I. R. with cap found, being 45.0 feet South of the main track; thence, North 44°47'30" East, 161.84 feet to on I. R with cap found, being 45.0 feet South of the main track; thence, North 21°02'56" West passing a 1/2" diameter iron rod at 3.1 feet, 21.92 feet in all to an I. R. with cap found, being 25.0 feet from the main track; thence, North 44°56'46" East, 700.62 feet to an I. R. with cap found, being in the east line of the Louisville Gas & Electric Company easement and being a common corner with James C Carpenter & Frank Otte as recorded in Deed Book 321, Page 203 and Deed Book 321, Page 255; thence, leaving said CSX Railroad and following the east edge of sold easement and said James C. Carpenter & Frank Otte South 06°35'56" West, 2929.38 feet to on I. R. with cap found, being in the north line of Business Parkway; thence, leaving the east line of said easement and said James C. Carpenter & Frank Otte and following the North line of said Business Parkway South 55°52'28" West, 329.88 feet to an I. R. with cap found being a common corner with said James C. Carpenter & Frank Otte; thence, leaving said Business Parkway and following said James C. Carpenter & Frank Otte North 30°44'03" West, 509.10 feet to on I. R. with cap found, said point being a common corner with said county of Oldham, Kentucky Tract #3; thence, leaving said James C. Carpenter & Frank Otte and following said County of Oldham, Kentucky North 49°44'29" West, 158.99 feet to a railroad spike in a fence post found; thence, North 35°36'26" West, 376.37 feet to a <sup>1</sup>/<sub>2</sub>" diameter iron rod found; thence, North 31°26'04" West, 278.85 feet to a railroad spike found in a walnut tree at the corner of a fence; thence, North 37°08'04" East, 121.41 feet to a 1/2" diameter iron rod set; thence, North 38°11'22" West 439.08 feet to the POINT OF BEGINNING.

Said property being located in Oldham County, Kentucky containing 53.33 acres, more or less.

TOGETHER WITH temporary construction easement rights and rights of ingress and egress as set forth in Construction Easement recorded in Deed Book 633, page 184, said records, over and across the property more specifically described therein.

TRACT "A" being the same property conveyed to County of Oldham, Kentucky by Deed dated November 1, 2000, recorded in Deed Book 663, Page 015.

TOGETHER WITH non-exclusive rights of access as described in Temporary Construction Access Agreement between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. recorded in Deed Book 666, page 516, said records, over and across a portion of a proposed Business Parkway designated as the "393 Corridor" described therein.

#### TRACT "B"

Being the tract of land as recorded as Tract #1 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract #1 being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a common corner with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312; thence, leaving the common corner with Wallace C. and Pamela A. Wilson and following the common line of the CSX Railroad on a curve to the left with a radius of 1942.86 feet, the chord being N 53°19'01" E, 491.34 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap being a common corner with the County of Oldham, Kentucky as recorded in Deed Book 700, Page 133, Tract #3 (6.05 Acres); thence, leaving the common line of the CSX Railroad and following said Tract #3, S 19°33'28" E, 638.26 feet to a found ½ inch diameter iron rod, being a common corner with Wallace C. and Pamela A. Wilson; thence, leaving said Tract #3 and following the common line of Wallace C. and Pamela A, Wilson as follows: N 80°19'25" W, 508.51 feet to a found ½ inch by 18 inch iron rod with #1771 survey cap set at a wood fence post; thence N 25°34'03" W, 246.59 feet, to the POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 4.50 acres, more or less.

#### TRACT "C"

Being the tract of land as recorded as Tract #2 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract 2 Being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found  $\frac{1}{2}$  inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a corner of Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312, and a corner with Tract #1 as conveyed to said County of Oldham, Kentucky, thence, leaving the corner of Wallace C. and Pamela A. Wilson and Tract #1 and crossing the CSX Railroad N 25°34'03" W, 66.15 feet to a found mag. nail being the TRUE POINT OF BEGINNING and being the north line of the CSX Railroad as described in Deed Book 37, Page 333 and being a point in a private road as shown at station 59 + 57 on the Right-of-Way and Track Map, Louisville and Nashville R.R. Co. Cincinnati Division, said point being in the south line of the remaining lands located between the CSX Railroad and the right-of-way of Kentucky Highway 146; thence, leaving the common line of the CSX Railroad and following the private road N 25°34'03" W, 20.05 feet, to a found mag. nail in the private road, being in the south right-of-way line of Kentucky Highway 146 as described in Deed Book 50, Page 91; thence, leaving the private road and following the south right-of-way line of Kentucky Highway 146 on a curve to the left with a radius of 1856.86 feet, the chord being N 55°48'18" E, 297.68 feet, to a found  $\frac{1}{2}$  inch by 18 inch iron rod with #1771 survey cap; thence, leaving the south right-of-way of Kentucky Highway 146 and following the remaining lands between the north line of the CSX Railroad and the south right-of-way line of Kentucky 146, S 38°47'33" E, 20.00 feet, to a found 1/2 inch by 18 inch iron rod with #1771 survey cap, being in the north line of the CSX Railroad; thence, leaving the remaining lands between the CSX Railroad and the right-of-way of Kentucky Highway 146 and following the north line of the CSX Railroad on a curve to the right with a radius of 1876.86 feet, the chord being S 55°49'36" W, 302.29 feet, to the TRUE POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 0.14 acres, more or less.

#### TRACT "D"

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Being the tract of land as recorded as Tract #3 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract #3 being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found <sup>1</sup>/<sub>2</sub> inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a corner of Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 321 and a corner with Tract #1 as conveyed to said County of Oldham, Kentucky thence, leaving said Wallace and Pamela A. Wilson and following said Tract #1 and the CSX Railroad with a curve to the left with a

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radius of 1942.86 feet, the chord being N 53°19'01" E,491.34 feet to a found  $\frac{1}{2}$  inch by 18 inch iron rod with #1777 survey cop being the TRUE POINT OF BEGINNING thence, leaving said Tract #1 and following the common line of the CSX Railroad as follows: with a curve to the left with a radius of 1942.86 feet, the chord being N 45°29'20" E, 38.23 feet, to a found 1/2 inch by 18 inch iron rod with #1771 survey cap; thence, N 44°55'31" E, 41.56 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap, being a common corner with the County of Oldham, Kentucky as recorded in Deed Book 663, Page 015; thence, leaving the common line of the CSX Railroad and following the common line of said County of Oldham, Kentucky as follows: S 38°11'22" E, 439.08 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap; thence, S 37°08'04" W, 121.41 feet, to a found railroad spike in a 30 inch walnut tree in a fence line; thence, S 31°26'04" E, 278.85 feet, to a found 1/2 inch iron rod; thence, S 35°36'26" E, 376.37 feet to a found railroad spike in a wood fence post; thence, S 49°44'29" E, 158.99 feet, to a found  $\frac{1}{2}$  inch by 18 inch iron rod with #1771 survey cap, being a common corner with James C. Carpenter and Frank Otte as described in Deed Book 321, Page 203; thence, leaving the common corner of said County of Oldham, Kentucky and following the common line of James C. Carpenter and Frank Otte as follows: S 14°14'50" W, 135.74 feet, to a found 1/2 inch by 18 inch iron rod with #1771 survey cap; thence, S 38°46'50' W, 104.16 feet, to a found railroad spike in a wood fence post: thence, N 72°34'58" W, 232.00 feet, to a found 1/2 inch by 18 inch iron rod with #1771 survey cap in a fence line, being in a common line with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312; thence, leaving the common corner with James C. Carpenter and Frank Otte and following the common line with Wallace C. and Pamela A. Wilson N 19°49'26" W, 610.38 feet, to a found  $\frac{1}{2}$  inch Iron rod at a fence intersection being a common corner with said Tract #1 of said County of Oldham, Kentucky, thence, leaving the common corner with said County of Oldham, Kentucky and following the common line of said Tract #1 N 19°33'28" W, 638.28 feet, to the TRUE POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 6.05 acres, more or less.

#### TRACT "E"

TOGETHER WITH the right, along with others, to use the existing passway over the right of way of the L & N Railroad for ingress and egress to and from the above described Tracts 1 and 3 and Kentucky Highway 146, as described in Right of Passway recorded in Deed Book 77, page 450, said records.

TRACTS "B", "C", "D", and "E" being the same property conveyed to County of Oldham, Kentucky by Deed dated December 27, 2001, recorded in Deed Book 700, Page 133, said records.

#### LESS AND EXCEPT THE FOLLOWING PROPERTY:

A certain tract of land located in Oldham County, Kentucky, on the south side of Ky. Hwy. 146, southwest of Town of LaGrange and further described as:

Beginning at an existing iron pin, in the south Right-of Way line of the CSX Railroad, being the northeast corner of Parts Unlimited Inc., (DB 818, Pg. 28); thence, with said Right-of-Way line, with a curve turning to the left, with a radius of 1942.86 feet, with a chord bearing of North 56°28'22" East, with a chord length of 275.00 feet, to an iron pin and cap, set this survey, in a New Division Line of the County of Oldham, Kentucky (DB 700 Pg. 133 Tract 1); thence, with New Division Lines, the following (2) two calls: South 25°54'08" East 320.00 feet, to an iron pin and cap, set this survey, in the line of Parts Unlimited Inc.; thence, with Parts Unlimited Inc., the following (2) two calls: North 80°18'38" West 80.00 feet, to an existing iron; thence, North 25°20'08" West 245.08 feet, to a point of beginning, containing 1.874 Acres per survey performed by Neal W. Roberts, PLS #3 159, on September 12, 2005.

Being the property conveyed to Oldham County Water District by Deed dated February 9, 2006, recorded in Deed Book 859, page 91, said records.

### Schedule 4.09(a)(i)

### **Encumbrances to Real Estate**

- 1. Switchyard Sub-Lease Agreement by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric and Kentucky Utilities Company, dated January 1, 2002.
- 2. All matters and encumbrances disclosed on the Commitment, dated January 27, 2015, Order No. C1503014LKY, from Fidelity National Title Insurance Company.
- 3. All matters and encumbrances disclosed on the Owners Policy of Title Insurance, dated November 30, 2009, from Fidelity National Title Insurance Company.
- 4. All matters and encumbrances disclosed on the ALTA/ACSM Land Title Survey, by Jeffrey K. Meyer, PLS, dated March 7, 2015.

#### Schedule 4.09(a)(ii)

#### Leases and Other Exceptions to Title

- 1. Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Industrial Building Revenue Bonds), dated November 1, 2000.
- 2. First Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Series 2001A Bonds), dated December 27, 2001.
- 3. Second Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Series 2002A Bonds), dated December 27, 2002.
- 4. Third Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C., dated January 19, 2006.
- 5. Switchyard Sub-Lease Agreement by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric and Kentucky Utilities Company, dated January 1, 2002.

## Schedule 4.09(a)(iii)

## Unrecorded Real Estate Options, Rights of Offer or Rights of Refusal

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Schedule 4.10(a)

**Intellectual Property Assets** 



### Schedule 4.10(b)

### Leased or Encumbered Intellectual Property



### Inventory

*Note: The inventory has not been audited or verified. The description of inventory set forth in Appendix 4.11 is Seller's reasonable estimate of inventory.* 

1. See Appendix 4.11.

## Schedule 4.13(b)

## **Insurance: Pending Material Claims**

#### Schedule 4.14(a)

#### **Legal Proceedings**

1. Currently, the May 2015 invoice under the Power Purchase Agreement is under dispute between the parties as described in detail in the e-mail from Linn Oelker of LG&E and KU to Adam Gassaway, Mark Strength and others on June 17, 2015 at 4:25 p.m. eastern time regarding two items in the May 2015 invoice. Similar disputes could occur in the future if Seller does not account for deemed scheduled hours with respect to forced outages and the calculation of the monthly fuel adjustment (consistent with the methodology used in the May 2015 invoice) when invoicing LG&E and KU.

## Schedule 4.14(b)

# Government Orders / Judgments / Penalties Outstanding

## Schedule 4.15(a)

### **Compliance with Laws**

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#### Schedule 4.15(b)

#### Permits

- 1. AED/First Aid certification, expiring on December 11, 2015.
- 2. Certificates of Operation, miscellaneous vessels, issued by Kentucky Environmental and Public Protection Cabinet, Office of Housing, Buildings and Construction, to Bluegrass Generation, dated (date inspected) April 18, 2011 and April 15, 2014; expires April 15, 2017 and December 31, 2019.
- 3. FCC radio license for station WQEP319 is held in the name of Bluegrass Generation Company, L.L.C; FRN: 0019071422, Expiration Date: March 16, 2016.
- 4. Schedule 4.16(b)(i) is hereby incorporated by reference.
- 5. Bluegrass Generation Company, LLC's market based rate authority, Docket No. ER02-506-000 (Feb. 1, 2002) (unreported).
- 6. Bluegrass Generation Company, LLC's FPA Section 204 authorization, Docket No. ER02-506-000 (Feb. 22, 2002) (notice issued).
- 7. Bluegrass Generation Company, LLC's exempt wholesale generator status, see 97 FERC ¶ 62,279 (2001).

## Schedule 4.16(a)(i)

### **Compliance with Environmental Laws**

None.

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## Schedule 4.16(a)(ii)

### **Environmental Notices, Claims or Requests**

None.

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#### Schedule 4.16(b)(i)

#### **Environmental Permits**

- KPDES Permit, No. KY0109363 issued by the Kentucky Department of Environmental Protection to Bluegrass Generation, LLC, issued April 18, 2012, effective June 1, 2012; expires May 31, 2017.
- Air Quality Permit, No. V-11-005, issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, LLC, dated (issued) September 19, 2011; expires September 19, 2016.
- 3. Phase II Acid Rain Permit (Section J of Air Quality Permit No. V-11-005), issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, LLC, dated (issued) September 19, 2011; expires September 19, 2016.
- 4. CAIR Permit (Section K of Air Quality Permit No. V-11-005), issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) September 19, 2011; expires September 19, 2016.
- 40 CFR Part 75 certification of NOx and O2 CEMS approved in accordance with 40 CFR
  75.20(a)(4) by Kentucky Department of Environmental Protection for Bluegrass Generation Co., LLC, certification submitted July 22, 2002 for CT1 and CT3, and submitted July 1, 2002 for CT2.
- 6. Hazardous Waste Generator ID #KYR000032409, issued by Kentucky Department of Environmental Protection to Bluegrass Generation Co., LLC, dated May 10, 2002.

### Schedule 4.16(b)(ii)

### Non-Compliance with Environmental Permits

None

### Schedule 4.16(e)

### **Storage Tanks**

- 1. 450,000 gallon Service Water AST
- 2. 300,000 gallon Demineralized Water AST
- 3. 300 gallon Emergency Generator AST
- 4. 300 gallon Emergency Fire Pump Fuel AST
- 5. 3,000 gallon Oil/Water Separator UST
- 6. 30,000 gallon Ammonia AST x 2

### Schedule 4.16(f)

### **Hazardous Materials**

### 1. Safety-Kleen Systems, Inc.

261 Eiler Ave.

Louisville KY 40214

### 2. Safety-Kleen Systems, Inc.

3700 Lagrange Rd.

Smithfield, KY 40068

### 3. Safety-Kleen Systems, Inc.

1722 Cooper Creek Rd. Denton, TX 76208

#### Schedule 4.16(i)

#### **Environmental Attributes**

Note: Seller shall have the right to use Environmental Attributes in the ordinary course of operations; furthermore, Seller shall retain the right to use Environmental Attributes as required or necessary to cover emissions related to pre-Closing operations of the Business.

1.	<b>SO2</b>	Acid	Rain	Allowances	

### 3. CSAPR NOx Ozone Allowances

Year:Allowances:2011 and prior -3

Year:	Allowances:	
2015 through 2020 -	26 per year	

#### 2. CSAPR NOx Annual Allowances

Year:Allowances:2015 through 2020 -29 per year

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4.	CSAPR	<b>SO2</b>	Allow	ances
	the second s			Contraction of the local division of the loc

Year:	Allowances:	
2015 through 2020 -	0	

Certain Environmental Attributes are dedicated pursuant to the Power Purchase Agreement.

Taxes

None.

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## Absence of Certain Changes, Events and Conditions

Brokers

## Schedule 5.03(b)

### Consents under Law or Governmental Order

### **Pre-Closing Consents/Approvals:**

- 1. A KPSC order, as described at Schedule 7.01(d);
- 2. Application and issuance of FCC radio license.

### **Post-Closing Notices:**

3. Buyer will provide written notification to NERC that it is the new "Generator Owner and Operator" for the Plant.

### Schedule 5.03(c)

### **Consents under Material Contracts**

### **Compliance with Laws and Orders**

-

**Title Policy** 

Attached.



Customer Ref No.: NY #35139-KY Order No.: C1503014LKY

#### COMMITMENT Issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY

#### Schedule A

RE: 3095 Commerce Parkway

County: Oldham

- 1. Effective Date: January 27, 2015, at 8:00 am
- 2. Policy or Policies to be issued:

Fidelity National Title

ALTA Owner's Policy - 6/17/06 Proposed Insured: TO BE DETERMINED

Amount:

TO BE DETERMINED

# 3. The estate or interest in the land described or referred to in this Commitment is:

#### LEASEHOLD

#### 4. Title to the estate or interest in the land is at the effective date hereof vested in:

Bluegrass Generation Company, L.L.C., a Delaware limited liability company

pursuant to Lease Agreement by and between County of Oldham, Kentucky, as Issuer, to Bluegrass Generation Company, L.L.C., as Lessee, recorded in Deed Book 663, page 23; as amended by First Amendment to Lease Agreement dated December 27, 2001, recorded in Deed Book 700, page 139; and further amended by Second Amendment to Lease Agreement dated December 27, 2002, recorded in Deed Book 739, page 44, and Third Amendment to Lease Agreement dated January 19, 2006, recorded in Deed Book 857, page 613, said records.

#### 5. The land referred to in this Commitment is described as follows:

SEE ATTACHED LEGAL DESCRIPTION

Countersigned and Validated:

Authorized Signature

#### Valid only if Schedule B and Cover are attached.

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Page 1 of 7
### LEGAL DESCRIPTION

### TRACT "A"

Being a tract of land located in Oldham County Kentucky, being the same property conveyed to County of Oldham, Kentucky by Deed as recorded in Deed Book 663, Page 015. All Deed Books, Plot Books and Will Books referenced herein are recorded in the office of the Oldham County Court Clerk. Unless otherwise stated herein, any monument referred to as an "I. R. with cap" is a ½" diameter steel number 4 bar, 18" long with yellow plastic cap stamped "Prop. Cor. LS 1771". All bearings herein are referenced from the state plane coordinate system. Said Tract "A" being located at 3095 Commerce Parkway, LaGrange, Kentucky 40031 and being more particularly described as follows:

Beginning at an I. R. with cap set in the South line of the CSX railroad property, being 33.00 feet from the center of the main track, being a common corner with the Northeast corner of Tract #3 as conveyed to the County of Oldham, Kentucky as recorded in Deed Book 700, Page 133; thence, leaving said County of Oldham, Kentucky and following said South line of the CSX railroad North 45°09'19" East, 282.24 feet to an I. R. with cap found; thence, North 31°51'08" West, 10.26 feet to a 1/2" diameter iron pipe found, being 23 feet South of the main track; thence, North 44°58'07" East, 972.39 feet to an I. R. with cap found, being 24.6 feet South of the main track; thence North 59°23'00" East, 82.46 feet to an I. R. with cap found, being 45.0 feet South of the main track; thence, North 44°47'30" East, 161.84 feet to on I. R with cap found, being 45.0 feet South of the main track; thence, North 21°02'56" West passing a 1/2" diameter iron rod at 3.1 feet, 21.92 feet in all to an I. R. with cap found, being 25.0 feet from the main track; thence, North 44°56'46" East, 700.62 feet to an I. R. with cap found, being in the east line of the Louisville Gas & Electric Company easement and being a common corner with James C Carpenter & Frank Otte as recorded in Deed Book 321, Page 203 and Deed Book 321, Page 255; thence, leaving said CSX Railroad and following the east edge of sold easement and said James C. Carpenter & Frank Otte South 06°35'56" West, 2929.38 feet to on I. R. with cap found, being in the north line of Business Parkway; thence, leaving the east line of said easement and said James C. Carpenter & Frank Otte and following the North line of said Business Parkway South 55°52'28" West, 329.88 feet to an I. R. with cap found being a common corner with said James C. Carpenter & Frank Otte; thence, leaving said Business Parkway and following said James C. Carpenter & Frank Otte North 30°44'03" West, 509.10 feet to on I. R. with cap found, said point being a common corner with said county of Oldham, Kentucky Tract #3; thence, leaving said James C. Carpenter & Frank Otte and following said County of Oldham, Kentucky North 49°44'29" West, 158.99 feet to a railroad spike in a fence post found; thence, North 35°36'26" West, 376.37 feet to a 1/2" diameter iron rod found; thence, North 31°26'04" West, 278.85 feet to a railroad spike found in a walnut tree at the corner of a fence; thence, North 37°08'04" East, 121.41 feet to a 1/2" diameter iron rod set; thence, North 38°11'22" West 439.08 feet to the POINT OF BEGINNING.

Said property being located in Oldham County, Kentucky containing 53.33 acres, more or less.

TOGETHER WITH temporary construction easement rights and rights of ingress and egress as set forth in Construction Easement recorded in Deed Book 633, page 184, said records, over and across the property more specifically described therein.

TRACT "A" being the same property conveyed to County of Oldham, Kentucky by Deed dated November 1, 2000, recorded in Deed Book 663, Page 015.

TOGETHER WITH non-exclusive rights of access as described in Temporary Construction Access Agreement between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. recorded in Deed Book 666, page 516, said records, over and across a portion of a proposed Business Parkway designated as the "393 Corridor" described therein.

TRACT "B"

Being the tract of land as recorded as Tract #1 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract #1 being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad

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(originally Louisville and Nashville Railroad) and being a common corner with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312; thence, leaving the common corner with Wallace C. and Pamela A. Wilson and following the common line of the CSX Railroad on a curve to the left with a radius of 1942.86 feet, the chord being N 53°19'01" E, 491.34 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap being a common corner with the County of Oldham, Kentucky as recorded in Deed Book 700, Page 133, Tract #3 (6.05 Acres); thence, leaving the common line of the CSX Railroad and following said Tract #3, S 19°33'28" E, 638.26 feet to a found ½ inch diameter iron rod, being a common corner with Wallace C. and Pamela A. Wilson; thence, leaving said Tract #3 and following the common line of Wallace C. and Pamela A. Wilson as follows: N 80°19'25" W, 508.51 feet to a found ½ inch by 18 inch Iron rod with #1771 survey cap set at a wood fence post; thence N 25°34'03" W, 246.59 feet, to the POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 4.50 acres, more or less.

#### TRACT "C"

Being the tract of land as recorded as Tract #2 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract 2 Being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found 1/2 inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a corner of Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312, and a corner with Tract #1 as conveyed to said County of Oldham, Kentucky, thence, leaving the corner of Wallace C. and Pamela A. Wilson and Tract #1 and crossing the CSX Railroad N 25°34'03" W, 66.15 feet to a found mag. nail being the TRUE POINT OF BEGINNING and being the north line of the CSX Railroad as described in Deed Book 37, Page 333 and being a point in a private road as shown at station 59 + 57 on the Right-of-Way and Track Map, Louisville and Nashville R.R. Co. Cincinnati Division, said point being in the south line of the remaining lands located between the CSX Railroad and the right-of-way of Kentucky Highway 146; thence, leaving the common line of the CSX Railroad and following the private road N 25°34'03" W, 20.05 feet, to a found mag. nail in the private road, being in the south right-of-way line of Kentucky Highway 146 as described in Deed Book 50, Page 91; thence, leaving the private road and following the south right-of-way line of Kentucky Highway 146 on a curve to the left with a radius of 1856.86 feet, the chord being N 55°48'18" E, 297.68 feet, to a found  $\frac{1}{2}$  inch by 18 inch iron rod with #1771 survey cap; thence, leaving the south right-of-way of Kentucky Highway 146 and following the remaining lands between the north line of the CSX Railroad and the south right-of-way line of Kentucky 146, S 38°47'33" E, 20.00 feet, to a found 1/2 inch by 18 inch iron rod with #1771 survey cap, being in the north line of the CSX Railroad; thence, leaving the remaining lands between the CSX Railroad and the right-of-way of Kentucky Highway 146 and following the north line of the CSX Railroad on a curve to the right with a radius of 1876.86 feet, the chord being S 55°49'36" W, 302.29 feet, to the TRUE POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 0.14 acres, more or less.

### TRACT "D"

Being the tract of land as recorded as Tract #3 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract #3 being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a corner of Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 321 and a corner with Tract #1 as conveyed to said County of Oldham, Kentucky thence, leaving said Wallace and Pamela A. Wilson and following said Tract #1 and the CSX Railroad with a curve to the left with a radius of 1942.86 feet, the chord being N 53°19'01" E,491.34 feet to a found ½ inch by 18 inch iron rod with #1777 survey cop being the TRUE POINT OF BEGINNING thence, leaving said Tract #1 and following the common line of the CSX Railroad as follows: with a curve to the left with a radius of 1942.86 feet, to a found ½ inch by 18 inch iron rod with #1775 survey cop being the to a found ½ inch by 18 inch iron rod being N 45°29'20" E, 38.23 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap; thence, N 44°55'31" E, 41.56 feet, to a set ½ inch by 18 inch

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iron rod with #1771 survey cap, being a common corner with the County of Oldham, Kentucky as recorded in Deed Book 663, Page 015; thence, leaving the common line of the CSX Railroad and following the common line of said County of Oldham, Kentucky as follows: S 38°11'22" E, 439.08 feet, to a set 1/2 inch by 18 inch iron rod with #1771 survey cap; thence, S 37°08'04" W, 121.41 feet, to a found railroad spike in a 30 inch walnut tree in a fence line; thence, S 31°26'04" E, 278.85 feet, to a found 1/2 inch iron rod; thence, S 35°36'26" E, 376.37 feet to a found railroad spike in a wood fence post; thence, S 49°44'29" E, 158.99 feet, to a found 1/2 inch by 18 inch iron rod with #1771 survey cap, being a common corner with James C. Carpenter and Frank Otte as described in Deed Book 321, Page 203; thence, leaving the common corner of said County of Oldham, Kentucky and following the common line of James C. Carpenter and Frank Otte as follows: S 14°14'50" W, 135.74 feet, to a found 1/2 inch by 18 inch iron rod with #1771 survey cap; thence, S 38°46'50' W, 104.16 feet, to a found railroad spike in a wood fence post: thence, N 72°34'58" W, 232.00 feet, to a found 1/2 inch by 18 inch iron rod with #1771 survey cap in a fence line, being in a common line with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312; thence, leaving the common corner with James C. Carpenter and Frank Otte and following the common line with Wallace C. and Pamela A. Wilson N 19°49'26" W, 610.38 feet, to a found 1/2 inch Iron rod at a fence intersection being a common corner with said Tract #1 of said County of Oldham, Kentucky, thence, leaving the common corner with said County of Oldham, Kentucky and following the common line of said Tract #1 N 19°33'28" W, 638.28 feet, to the TRUE POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 6.05 acres, more or less.

TRACT "E"

TOGETHER WITH the right, along with others, to use the existing passway over the right of way of the L & N Railroad for ingress and egress to and from the above described Tracts 1 and 3 and Kentucky Highway 146, as described in Right of Passway recorded in Deed Book 77, page 450, said records.

TRACTS "B", "C", "D", and "E" being the same property conveyed to County of Oldham, Kentucky by Deed dated December 27, 2001, recorded in Deed Book 700, Page 133, said records.

LESS AND EXCEPT THE FOLLOWING PROPERTY:

A certain tract of land located in Oldham County, Kentucky, on the south side of Ky. Hwy. 146, southwest of Town of LaGrange and further described as:

Beginning at an existing iron pin, in the south Right-of Way line of the CSX Railroad, being the northeast corner of Parts Unlimited Inc., (DB 818, Pg. 28); thence, with said Right-of-Way line, with a curve turning to the left, with a radius of 1942.86 feet, with a chord bearing of North 56°28'22" East, with a chord length of 275.00 feet, to an iron pin and cap, set this survey, in a New Division Line of the County of Oldham, Kentucky (DB 700 Pg. 133 Tract 1); thence, with New Division Lines, the following (2) two calls: South 25°54'08" East 320.00 feet, to an iron pin and cap, set this survey; thence, South 61°54'33" West 210.10 feet, to an iron pin and cap, set this survey; thence, with Parts Unlimited Inc., the following (2) two calls: North 80°18'38" West 80.00 feet, to an existing iron; thence, North 25°20'08" West 245.08 feet, to a point of beginning, containing 1.874 Acres per survey performed by Neal W. Roberts, PLS #3 159, on September 12, 2005.

Being the property conveyed to Oldham County Water District by Deed dated February 9, 2006, recorded in Deed Book 859, page 91, said records.

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## **SCHEDULE B -- SECTION 1**

### **REQUIREMENTS:**

1. Instruments creating the estate or interest to be insured must be executed and filed for record, to-wit:

#### TO BE DETERMINED

- 2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
- 3. Pay all taxes, charges and assessments levied against subject premises, which are due and payable.
- 4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
- 5. The Articles of Organization, Operating Agreement and/or Corporate Resolution of BLUEGRASS GENERATION COMPANY, L.L.C. must be reviewed to determine if the proposed transaction is authorized and an appropriate resolution obtained approving same and designating the individual(s) authorized to execute the proposed deed / note and mortgage.

NOTE: This Commitment for Title Insurance does NOT constitute a report of title and is not to be relied upon by the proposed insured(s) or any other party as a title report or representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of this Commitment for Title Insurance, if any, is solely for the benefit of the Company. The sole liability of the Company and / or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of this Commitment for Title Insurance. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Commitment for Title Insurance.

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## **SCHEDULE B -- Section 2**

### EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

- State, County, and School taxes for the year 2015, not yet due and payable. NOTE: The property is not presently taxed by the county. The property may be subject to franchise taxes paid to the State of Kentucky.
- 2. Rights of others and terms and conditions of right of passway described in Deed Book 77, page 450, said records.
- 3. Rights of way or easements to Louisville Gas and Electric Company recorded in Deed Book 57, pages 461 and 469; Deed Book 58, page 86; Deed Book 87, pages 266 and 528; Deed Book 90, page 34; Deed Book 140, page 456; Deed Book 345, page 448; and Deed Book 662, page 117, said records.
- 4. Rights of way for pipeline easement to Texas Gas Transmission Corporation recorded in Deed Book 70, pages 330 and 332 and Agreements recorded in Deed Book 88, pages 294 and 346, said records.
- 5. Agreement for Dedication of Public Right of way between James C. Carpenter and Frank G. Otte and Oldham County Fiscal Court recorded in Deed Book 612, page 103, said records.
- 6. Terms and conditions of Construction Easement from James C. Carpenter, et al. to Bluegrass Generation Company, L.L.C. recorded in Deed Book 633, page 184, said records.
- 7. Certificates of Land Use Restriction recorded in Permit Book 3, pages 425, 426, 427, 433 and 434 and Permit Book 4, page 1, said records.
- Rights of others and terms and conditions of Temporary Construction Access Agreement recorded in Deed Book 666, page 516, said records; right of access insured by this policy is limited to the access provided by said agreement.
- 9. Rights of way to Louisville Gas and Electric Company recorded in Deed Book 667, page 167 and Deed Book 670, page 311, said records.
- 10. Permanent Access Road Agreement between Bluegrass Generation Company, L.L.C. and Texas Gas Transmission Corporation dated February 27, 2001, recorded in Deed Book 671, page 391, said records.
- 11. Easement to Texas Gas Transmission Company dated June 28, 2001, recorded in Deed Book 682, page 181, said records.
- 12. Easement to Louisville Gas and Electric Company recorded in Deed Book 808, page 479, said records.
- 13. Access Easement from Oldham County Water District recorded in Deed Book 859, page 103, as amended by Amendment to Access Easement recorded in Deed Book 860, page 157, said records.
- 14. Terms and conditions of Lease Agreement by and between County of Oldham, Kentucky, as Issuer, to Bluegrass Generation Company, L.L.C., as Lessee, regarding issuance of Industrial Revenue Bonds, Series 2000A, 2000B, 2001A and 2001B, in the amount of \$200,000,000 by Master Trust Indenture between Issuer and Bank One Trust Company, National Association, recorded in Deed Book 663, page 23; as amended by First Amendment to Lease Agreement dated December 27, 2001, in connection with ALTA Commitment (6/17/06) w/ KY modifications

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\$157,498,252 Industrial Revenue Bonds, Series 2001A, recorded in Deed Book 700, page 139; and further amended by Second Amendment to Lease Agreement dated December 27, 2002, in connection with \$33,719,511 Industrial Revenue Bonds, Series 2002A, recorded in Deed Book 739, page 44, and Third Amendment to Lease Agreement dated January 19, 2006, recorded in Deed Book 857, page 613, said records.

15. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, or easements or claims of easements not shown by the public records, that would be disclosed by an accurate and complete land survey of the Land.

#### TAX INFORMATION:

Tax parcel #39-00-00-5; 52.413 ac. per PVA Land only value: \$1,000,000.00 - tax exempt

Tax parcel #39-00-00-4C&4D; 13.518 ac. per PVA Land only value: \$300,000 - tax exempt

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Confidential - Redacted Critical Energy Infrastructure Information (See Confidential Filing)

# Schedule 6.21

# **Support Obligations**

Seller and its Affiliate's Citibank, N.A. Standby Letter of Credit for the benefit of Louisville Gas & Electric and/or Kentucky Utilities Company, as may be amended from time to time.

# Schedule 7.01(a)

## **Filings with Governmental Authorities**

1. Notification filed with the Federal Trade Commission and the United States Department of Justice under the HSR Act and the rules and regulations promulgated thereunder with respect to the transactions contemplated by the Agreement, response to any requests for additional information made by either of such agencies, and termination or expiration of the waiting periods under the HSR Act.

### Schedule 7.01(c)

### **Other Filings and Consents of Seller**

- Seller and Buyer agree that if, prior to Closing, it is determined by a federal Governmental Authority or by Seller that an order, approval, filing or other similar authorization of or with a federal Governmental Authority not listed in either Section 4.03(b) of the Disclosure Schedules or in this Section 7.01(c) of the Disclosure Schedules is needed in order for Seller to execute and deliver the Agreement and/or to consummate the transactions contemplated by this Agreement, then such order, approval, filing or other similar authorization shall be deemed to have been listed for all purposes on this Schedule 7.01(c), on Schedules 4.03(b) and 4.15(a), and disclosed for all other purposes under this Agreement, as of and since the date of this Agreement as if the same was so listed on the date of this Agreement and all such Sections of the Disclosure Schedules shall be deemed automatically amended without regard to Section 6.18.
- 2. Kentucky's Division of Water as required for the transfer of KPDES Permit.
- Service Agreement for Network Integration Transmission Service for Bluegrass Unit 1, between PJM Interconnection, LLC and Bluegrass Generation Company, LLC dated as of May 1, 2014.
- 4. Service Agreement for Network Integration Transmission Service for Bluegrass Unit 2, between PJM Interconnection, LLC and Bluegrass Generation Company, LLC dated as of May 1, 2014.
- Service Agreement for Network Integration Transmission Service for Bluegrass Unit 3, between PJM Interconnection, LLC and Bluegrass Generation Company, LLC dated as of May 19, 2014.
- Capacity Purchase and Tolling Agreement between Louisville Gas & Electric Company and Bluegrass Generation Company, L.L.C., dated August 26, 2014, as modified by the Letter Agreement, dated as of September 12, 2014 and the Scheduling Procedures effective May 1, 2015.

### Schedule 7.01(d)

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## Other Filings and Consents of Buyer

1. Buyer shall receive from the Kentucky Public Service Commission, a final, nonappealable order that approves the contemplated transactions in the form requested without material modification to the terms or character thereof and without imposing upon Buyer any condition or limitation other than ministerial conditions.

# <u>Schedule 7.02(f)</u><sup>1</sup>

## **Title Commitment and Policy**

- 1. ALTA 9/Covenants, Conditions, and Restrictions
- 2. ALTA 13/Leasehold
- 3. ALTA 17/Access
- 4. ALTA 18/Tax Parcel
- 5. ALTA 19/Contiguity
- 6. ALTA 25/Same as Survey
- 7. ALTA 28/Encroachments
- 8. ALTA 35/Minerals
- 9. ALTA 36/Energy Project

<sup>&</sup>lt;sup>1</sup> In each case as such endorsements are applicable.

# Appendix 2.01(a)

Item	Bin	Description	Current Balance
50100047	BLU-OUTSIDE	ROTOR, GENERATOR, AEROPAC I, W501F	1
505-5400223- R		NOZZLE, FUEL, SUPPORT HOUSING, DUAL FUEL, DLN, COMBUSTION, 2076J60G02,	4
505-6500295	ROW8	RING SEGMENT, ROW 1, TURBINE, 501F, 8101D14G01	95
BLU-5400050-	ROW2-C1	NOZZLE, FUEL, SUPPORT HOUSING, DLN, GAS ONLY, 501D/F, 2066J73G01, 1 REPAIR CYCLE	2 2
3868	ROW4-A2	CAP, TRANSITION, 501F, PART# 2297J52G01	31
BLU-6850002	ROW4-A3	SEAL, TRANSITION, INNER, DLN, COMBUSTION, 501F, 4240C35G03	16
50100009	BLU-OUTSIDE	COOLER, BUNDLE, LO, W501F, GEA RA NEY 1-1224T108	1
50100105	BLU-WHSE	BUSH NG, LOW VOLTAGE, GSU TRANSFORMER, W501F, LF126007-A ABB	3
50100115	BLU-WHSE	BUSH NG, HV-NEUTRAL, GSU TRANSFORMER, W501F, OFTA 550-115-1200 HSP	2
RIV-5015-R1	BLU-WHSE	BASKET, THICK TBC, STD, DLN, EXTENDED SWIRLER, COMBUSTION 501F MODIF ED 2295J56G01 PM	3
14403	ROW1-1C3	Analyzer, O2 & CO2; servomex model# 4900, continuous	1
1633	ROW1-1F1	_emissions_analyzer; serial#3842 PROCESSOR, SIM D, PMR, CONTROLLER, TXP, SWPC PN: AUX0010288, SIEMENS IC PN:	5
1636	ROW1-1D1	_6DD16000AK0 MODULE, ANALOG I/O, EM11, TXP, SWPC	5
1638	ROW1-1D1	AUX0010290, SIEMENS IC 6DD16400AC0 MODULE, COMMUNICATION, MASTER, CS12, TXP, SWPC PN: AUX0010291, SIEMENS IC PN:	
1640	ROW1-1D1	_6DD16600BD0 MODULE, COMMUNICATION, CSH11, TXP, SWPC,	6
1644	ROW1-1E6	_AUX0010293, SIEMENS IC, 6DD16610AB1	
1647	ROW1-1F1	6DD16830CC0 MODULE, INTERFACE, IM 324R, PLCS S5, TXP, SWPC PN: AUX0010302, SIEMENS IC: 6ES53243UR11	
1649	ROW1-1E1	SUPPLY, POWER, AP RACK, TXP, SWPC PN: AUX0010A9H, SIEMENS IC PN: 6ES59557NC11	
1662	ROW1-1F1		
1679	ROW1-1B3	BREATHER, AIR, TRANSORMER, ALSTOM, 245 MVA,	1
1680	ROW4-C3	FAN, COOLING, TRANSFORMER, ALSTOM, 245 MVA,	
1681	ROW1-1B2	RELAY, BUCHOLZ, TRANSFORMER, ALSTOM, 245	
1682	ROW1-1C1	MVA, INDICATOR, OIL LEVEL, TRANSORMER, ALSTOM, 245	
2569	ROW9	MVA, VALVE, MASONEILAN, 1 INCH, SW600LB, SCHEDULE 80, 011502564999, SER# 5-344844-1, PART# 88-18239	1
3982	ROW3-B3	TUBE, SAMPLE, STAINLESS STEEL, HEATED, 5/16"	
3983	ROW3-B3	O.D., 70 FT LONG, 250 DEG, 1-PH. TÜBE, SAMPLE, STAINLESS STEEL, HEATED, 5/16" O.D., 127 FT LONG, 250 DEG, 1-PH, PART# 88001361	11
3984	ROW3-A3	TUBE, SAMPLE, STAINLESS STEEL, HEATED, 3/8"	
4115	ROW8	_O.D., 140 FT LONG, 350 DEG, 3-PH, PAD, BEARING, LOWER, AEROPAK I, 501F, part#	
4150	ROW9	_8103D27003 ACTUATOR, C-STAGE, FUEL GAS, 2", TXP, MOOG,	
4152	ROW9	_part# 80-109B109 ACTUATOR, B-STAGE, FUEL GAS, 4", TXP, MOOG,	
4333	ROW11	PART# 80-109B108 MOTOR, COOLING, SCR MEDIA, 4160 VOLT, 1200	
4572	ROW8	RPM, 3PH, 60HZ, 400HP, NOCAT500H, GE RING, SEAL, OIL, BEARING, TURBINE, 501F, PART#	
4626	ROW1-1G1	8103D26G01, SWPC MODULE, COMMUNICATION, DIGITAL, CS7, TXP, SWPC PN: AUX0010294, SIEMENS IC PN:	
4627	ROW1-1G1	_6DD16620AB0 MODULE, SS52, TXP, SWPC PN: AUX0010296, 	

4768 ROW1-1B3	COUPLING, GEAR, STARTING MOTOR TO TORQUE 1 CONVERTER, 501F, VOITH
50100002 ROW11	PUMP/MOTOR, 490 GPM, EMER LO, W501F, 1 BUFFALO SIZE 706, MODEL CSWV
50100003 ROW11	MOTOR, 15 HP, 125 VDC, EMER LO, W501F, GE 1 5CD173ZD839A800
50100004 ROW11	PUMP, 675 GPM, MLO, W501F, BUFFALO SIZE 7011, 1
50100005 ROW11	VCRE MOTOR, 100 HP, 460 VAC, LO PUMP, W501F, GE 1 1
50100006 ROW9	5KS405ST176C VALVE, 4"/ACT 45, LO TCV, W501F, FISHER ACT, 657, 1
50100007 ROW1-1A4	BODY ET MOTOR, 30 HP, 1773 RPM, FR 286T, 460 VAC, LUBE 1
50100010 ROW4-B3	OIL COOLER W501F VALVE/ACT, LO PRESS CONT, W501F, FISHER 1
50100011 ROW1-1C4	ACT/BODY TYPE 655/ED MOTOR, 15 HP, 460 VAC, CONT. OIL, W501F, 1
50100013 ROW1-1B3	BALDOR 09R095X12962 PUMP, VANE, 25 GPM, CONTROL OIL, W501F, 1
50100014 ROW3-A3	REXROTH COOLER, CONTROL OIL, W501F, THERMAL 1
50100015 ROW1-1B3	TRANSFER PRODUCTS MOTOR, 1/3 HP, 230/460 VAC, CONT OIL FAN, W501F, 1
50100016 ROW9	BALDOR VALVE, 8", FG OST, W501F, FISHER ACT 1031/1035, 1
50100018 ROW9	BODY A41 VALVE, 6", FG MAIN PCV, W501F, FISHER ACT/BODY 2
50100019 ROW3	1052/8560 VALVE, 2", 300#, RF FLANGE, FG START PCV, W501F, 1
50100022 ROW9	FISHER, 310A-32A VALVE, 18", LP BLEED, W501F, FISHER ACT/VLV 2
50100023 ROW9	1031/A31A VALVE, 16", HP BLEED, W501F, FISHER ACT/VLV 3
50100024 ROW8	ACTUATOR, IGV, W501F, MOOG 85-616C101
50100025 ROW1-1B4	MOTOR, MECH PKG HVAC, W501F, BALDOR 1 CP3661T-4
50100027 ROW9	VALVE, 3", 3RD STG TCV, W501F, FISHER ACT/VLV 1 HYTORK 280/A41
50100028 ROW3-B1	CHARGER, BATTERY, W501F, CUSTOM PWR BCF- 2 60100-480-3-60
50100029 ROW3-A3	TRANSFORMER, 30 KVA/120 VAC, W501F, CUTLER 1 HAMMER T30201
50100030 ROW3-A3	TRANSFORMER, 15 KVA/120 VAC, W501F,CUTLER 1
50100031 ROW1-1B1	HAMMER C0015P7HSES RELAY, W501F, BECKWITH 3420-A3DE
50100032 ROW1-1B1	RELAY, W501F, BECKWITH 3430-A3DE 1
50100033 ROW1-1B2	RELAY, SYNC CHECK, W501F, SWPC AUX0001382, 1 BASLER ELECTIRC BE125-M1EA7PN5U6F
50100035 ROW1-1B2	CONTROLER, VFD, ROTOR AIR COLLER, W501F, 1
50100036 ROW1-1B2	SV9F30AC5M0B00 STARTER, NON-REVERSING, SZ 3, 120V, CUTLER- 1
50100041 ROW4-B3	HAMMER, A200M3CAC GEARBOX, W501F, VOITH TURBO EL7.5 YGTM2.2-86 1
50100048 ROW1-1A1	MOTOR, TURB ENC, HVAC, 10 HP, W501F, BALDOR 1
50100049 ROW1-1B4	M3714T MOTOR, TURB ENC, HVAC, 5 HP, W501F, BALDOR 1
50100051 ROW11	M3615T MOTOR, INDUCTION STARTING, W501F, SIEMENS 1
50100058 ROW4-B3	PUMP, STARTING PACKAGE BOOSTER, W501F, 1
50100060 ROW1-1B4	ALLWEILLER MOTOR, 30 HP, RAC, 1175 RPM, 230/460 VAC, FR 1 326T, TEFC, INVERTER DUTY, TECO-
50100072 ROW1-1D6	WESTINGHOUSE MOTOR, PUMP, GEN BREAKER, ABB, 110-125V, 2
50100073 ROW1-1E4	GPFX052220R0001 VALVE, CONTROL, OPEN, GEN BREAKER, W501F, 2
50100074 ROW1-1E4	GPFX730094R92 VALVE, CONTROL, CLOSE, GEN BREAKER, W501F, 2
50100075 ROW1-1E3	GPFX730094R92 BRUSHES, CARBON, GEN BREAKER, W501F 4
50100076 ROW1-1A1	GPFX052143P0098 MOTOR, FKGIN CKT BREAKER, W501F, VL 02 31 41 2

50100077 ROW1-1E4 COIL, TRIPPING/CLOSING, FKG1N CKT BKR, 8
W501F,VL 96 14 53 002
50100079 ROW1-1D4 MONITOR, GAS DENSITY, W501F, VLN 55 14 84 12 2 2 50100080 ROW1-1E4 CONTACT, AUX., FKG1N CKT BREAKER, W501F, VLN 6 6
55 15 01 01
50100081 ROW1-1E4 SWITCH, MICRO, MOTOR, FKG1N CKT BKR, W501F, 6 VLP_12_60_94_01
50100082 ROW1-1E4 FILTER, OIL, FKG1N CKT BKR, W501F, VLN 551485 4 01
50100083 ROW1-1D3 SWITCH, PRESSURE, FKG1N CKT BKR, W501F, VLB 2 12 59 08 01
50100084 ROW1-1E4 VALVE, BLEEDING, FKG1N CKT BKR, W501F, VLN 55 2
50100085 ROW1-1E3 GAUGE, PRESSURE, GEN BREAKER, W501F, 2
HAGG100471P12 50100086 ROW1-1E3 GAUGE, PRESSURE, GEN BREAKER, W501F, 2
HAGG100471P11 50100087 ROW1-1E3 MONITOR DENSITY, SF6, GEN BREAKER, W501F, 2
HAGG300805P1 50100088 ROW1-1E3 MONITOR, DENSITY, SF6, GEN BREAKER, W501F, 2
HAGG301141P1 50100089 ROW1-1E4 LIGHT, RED INDICATING, 125V, GEN BREAKER, 6
50100090 ROW1-1E4 LIGHT, GREEN INDICATING, 125V, GEN BREAKER, 4
50100091 ROW1-1E2 RELAY, AUX, 3-POLE, 125V, GEN BREAKER, W501F, 2
50100092 ROW1-1E2 RELAY, AUX, 4-POLE, 125V, GEN BREAKER, W501F, 2
50100093 ROW1-1E2 RELAY, AUX, 2-POLE, 125V, GEN BREAKER, W501F, 2
50100094 ROW1-1E2 RELAY, AUX, 2-POLE, 125V, GEN BREAKER, W501F, 2
50100095 ROW1-1E2 RELAY, TIMING, 2-POLE, 125V, GEN BREAKER, 2
50100096 ROW1-1D3 W501F, W-528-567 MOTOR, REVERSING, STARTING, GEN BKR, W501F, 2
73-151-728-801 50100097 ROW1-1D5 MOTOR, NON-REVERSE, STARTING, GEN BKR, 2
50100098 ROW1-1E4 FUSE, 15A, 600V, FRS-R-15, GEN BKR, W501F, 652- 8
50100099 ROW1-1E4 FUSE, 3A, 600V, FRS-R-35, GEN BKR, W501F, 652-347 16
50100100 ROW1-1E4 SENSOR, VOLTAGE, GEN BKR, W501F, W-519-220 2
50100101 ROW1-1E2 RELAY, TIMING DELAY, GEN BKR, W501F, W-528-124 2
50100102 ROW1-1E2 RELAY, TIMING, GEN BKR, W501F, W-528-139 2
50100105 ROW8 BUSHING, LOW VOLTAGE, GSU TRANSFORMER, 1 W501F, LF126007-A, ABB
50100110-2 ROW1-1B2 GASKET, SET, GSU XFRM, W501F, 245 MVA, 1 RENAISSANCE
50100113 ROW1-1D6 VALVE, RELIEF, GSU XFRM, W501F, 245 MVA 1
50100117 ROW8 PAD, BEARING, UPPER, AEROPAK I, 501F, 4 8103D27001
50100118 ROW8 PAD, BEARING, LOWER, AEROPAK I, 501F, 2
50100121 ROW1-1E2 RTD, ASSY, 3 POSITION, AVR, W501F, SWPC PN: 1
AUX0003282, CUTLER-HAMMER PN: 2190A89G02 50100122 ROW1-1D4 TRANSDUCER, ISOLATION, AVR, C-H, AUX0003289, 1
50100123 ROW1-1D4 ASSEMBLY, THYRISTOR, AVR, SWPC, AUX0007544, 1
C-H, 6D34462G99 50100124 ROW1-1D6 ASSEMBLY, UPPER STUD, AVR, SWPC, AUX0007550, 3
C-H, DSII620H01 50100125 ROW1-1D2 ASSEMBLY, LOWER STUD, AVR, SWPC, 3
AUX0007551, C-H, DSII620H02 50100126 ROW1-1E5 BOARD, BUFFER, WDR, AVR, SWPC, AUX0003632, C- 1
H. 8522C51001 50100127 ROW1-1D5 BOARD, MAIN CPU, WDR, AVR, SWPC, AUX0003633, 1
C-H, 8522C52G01 50100128 ROW1-1D5 BOARD, WDR, REMOTE COMM, CPU, AVR, SWPC, 1
AUX0003634, C-H, 8522C52G02 50100129 ROW1-1D2 BOARD, WDR, MEMORY, AVR, SWPC, AUX0003635, C- 1 H 8522C53C01
H, 8522C53G01 50100131 ROW1-1D4 TRANSDUCER, DC-DC ISOLATION, AVR, C-H, 1 AUX0004389, 1A96166G54

50100132	ROW1-1D5	UPPER STUD, WDR AVR, CUTLER-HAMMER, 1
50100133	ROW1-1D5	AUX0004653, DSII632H01 LOWER STUD, WDR, AVR, CUTLER-HAMMER, 1
50100134	ROW4-B3	_AUX0004654, DSII632H02ASSEMBLY, DXCB, AVR, CUTLER-HAMMER, 1
50100139	ROW1-1A2	AUX0003652, 2D80386G06 ASSEMBLY, DXCB 600V TO 2000A, AVR, SWPC, 1
50100140	ROW1-104	AUX0003290, C-H, 2D80386G05 MODULE, ANALOG INPUT/OUTPUT, AVR, SWPC, 1
50100141	ROW1-1D4	_AUX0003291, CUTLER-HAMMER, 8650C86G01 MODULE, DIGITAL INPUT/OUTPUT, AVR, SWPC PN: 1
50100142	ROW1-1E5	_A, CUTLER-HAMMER PN: 8650C89G01 OVR. EXC. PROT., OXP-1, AVR, SWPC, AUX0003655, 1
50100143	ROW1-1E5	_C-H_149D946G01THYRITE OVERCURRENT PROT, AVR, SWPC, 1
50100144	ROW1-1E5	_AUX0003657, C-H, 5295C58G03 THYRITE OVERCURRENT PROT, AVR, SWPC, 1
50100145	ROW1-1E5	_AUX0003658, C-H, 6966D22G01 MODULE, PSS INPUT/OUTPUT, AVR, SWPC, 1
50100146	ROW1-106	_AUX0003659, C-H, 9185D75G01 MODULE, SENSOR INPUT, AVR, CUTLER-HAMMER, 1
50100147	ROW1-1D4	AUX0003295, 8650C74G01 ASSEMBLY, PC, BLOWN FUSE 277V, AVR, CUTLER- 1
50100148	ROW1-1D5	_HAMMER, AUX0003661, 3728A31G03ASSEMBLY, GROUND DECTOR, AVR, SWPC, 1
50100149	ROW1-1A4	_AUX0003306, C-H, 195C491G01 CIRCUIT, AUCTIONEERING, AVR, SWPC, 1
50100152	ROW4-B3	AUX0003307, C-H, 4A36502G02 PANELMATE, AVR, CUTLER-HAMMER, AUX0007561, 1
50100153	ROW1-1D5	_195C492H21 SUPPLY, POWER, AVR, W501F, SWPC PN:1
50100155	ROW1-1D3	AUX0005313, CUTLER-HAMMER PN: 4A36433H03 THERMOMETER, OIL, TRANSFORMER, ALSTOM, 245
50100156	ROW1-1D3	_MVA, AKM 34 4 05 15-6-0 THERMOMETER, WINDING, TRANSFORMER, ALSTOM, 11
50100160	ROW1-1E3	_245 MVA, AKM 35 4 01 15-6-6.0 
5729	ROW1-1E3	CABLE, FIBER OPTIC, 1 MTR ST-ST, 6XV18205BH110, 3
6822	ROW1-1C1	BREAKOUT2 PVC, SWPC SUBRACK, S MADYN-D, SR12.1, 6DD1682-OCCO, 5
6823	ROW1-1E3	501F, 12 SLOTS FACEPLATE, BLIND, PLC S5, SIEMENS SIMANTIC, 27
6824	ROW1-1E3	501F. 6XF20086KBOO COVER, SLOT, SIMADYN-D, SR81, 501F, 36
6828	ROW1-1C3	6DD16820AJ1 ASSEMBLY, FAN. SIMANTIC S7, 6ES7408-1TAO1- 3
6829	ROW1-1E3	OXAD_501F, TXP CABLE, CONNECTING, PLC S5-135U 721, 501F, TXP, 2
		_6ES57210B00

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## Appendix 4.11

Item	Bin	Description	Current Balance
360607	W-3-FLOOR	DIAPHRAGM, ROW 4, COMP, KIT,	1
12300033	M-3-C3	W501F, SIEMENS THERMOMETER, REXROTH HYDRAULIC POWER UNIT	
12300034	M-3-C3	SWITCH, TEMPERATURE, REXROTH	<sub>1</sub> ·
12300037	M-3-C3	HYDRAULIC POWER UNIT BREATHER, REXROTH HYDRAULIC POWER UNIT, BD800 x 2W00, HYDAC #	3
12300038	M-3-C3	02075158 STRAINER, SUCTION, MICRON, 200, REXROTH HYDRAULIC POWER UNIT	<sub>6</sub>
12300039	W-3-D4	PUMP, AXIAL PISTON, REXROTH HYDRAULIC POWER UNIT, BH02400337	
12300040	W-3-D4	PUMP, GPM VANE, REXROTH HYDRAULIC POWER UNIT, US00903435	
12300042	M-4-D5-2B	VALVE, CHECK, REXROTH HYDRAULIC	
12300049	M-3-C3	SWITCH, PRESSURE, REXROTH HYDRAULIC POWER UNIT	
12300052	M-3-D2	TRANSMITTER, PRESSURE, REXROTH HYDRAULIC POWER UNIT	
12965	M-4-A3-3A	WEIGHT, BALANCE #31, W/SCREW, EXCITER END, A00A11D53	
13998	M-1-D4	DRYER, AIR, CEMS, REGENERATIVE, 6" TOWERS, PUREGAS, PHF106M##	
14075	M-3-A7	KIT, REBUILD, ASCO VALVE P/N 314494 INSTR. A R ISOLATION	1
14481	M-1-A11	RELAY, TRANSFORMER PROTECTION, GE, 745-W2-P5-G5-HI-A-E	1 1
14674	M-4-F4-3B	TIMER, HYDROBLOC, 1 AMP, 110V 50/60Hz, AIR DRYER, 3106958, DELTECH #52DE54A	
14737	M-4-B2-4B	WASHER, PILOT NOZZLE, .375, SIEMENS P/N # PW363B415058	40
1520	M-1-C7	PRESSURE TRANSDUCER, NLET FOGGING SYSTEM RANGE: 150 PSIG, ASHCROFT, K1-7-M02-42-P1, OUT 4-20mA	
1521	M-1-C7	ORDER NO. 4A202326 TRANSDUCER, PRESSURE, OUTLET, INLET FOGG NG SYSTEM RANGE:5000 PSIG ORDER # 1A302237	
1531	M-3-C13	BELT, PUMP #781, 5 HP, INLET FOGGING	
1532	M-3-C13	SYSTEM BX46 BELT, PUMP #781, 10 HP, INLET FOGG NO	<u> </u>
1533	M-3-C13	SYSTEM BX42 BELT, PUMP #661, 20 HP, INLET FOGG NO	<u> </u>
1534	M-3-C13	SYSTEM BX52 BELT, PUMP #3811, 30 HP, NLET FOGGING SYSTEM 5VX680	<b></b> <sub>4</sub> <b></b>
1561	M-3-C4	MODULE, ACTIVE BUS, 2X40, PS/M, ET200, TXP, SWPC: AUX0010305,	<sub>1</sub> ·
1562	M-3-C4	SIEMENS IC 6ES71957HB000XA0 MODULE, BUS, REDUNDANT, M153-2, - ET200M, TXP, SWPC:AUX0010306,	<sub>1</sub> ·
1570	M-3-C5	SIEMENS IC 6ES71957HD000XA0 MODULE, ANALOG OUTPUT, 4CH, TXP, AUX0010312, 6ES73325HD010AB0	<sub>3</sub>
1572	M-4-A2-3A	SIMATIC S7, FRONT CONN, 20-P N, SCREW TXP, 6ES73921AJ000AA0, SWPC, AUX0000154	1
1573	M-4-A2-4A	BATTERY, POWER SUPPLY, PLC, TXP, SWPC AUX0010313, SIEMENS IC	<u>-</u>
1579	M-4-A2-1C	6ES79710BA00 DIODE, ZENER, 25V, 5W, TXP, W501F, SWPC: AUX0010272, SIEMENS I&C:	·
1582	M-4-A2-1D	1N5360B RELAY TERMINAL BLOCK, 24V, 1NO DEK- REL-24/1/AK, TXP, SWPC: AUX0008445,	<sub>1</sub> ·
1586	M-4-A2-1D	SIEMENS IC: 2964063 C ROUIT BREAKER, 1P, 2A, TXP, SWPC: AUX0010280, SIEMENS IC: 5531448	<sub>1</sub> ·
1590	M-4-A2-4D	FUSE, 5A W/BLOWN FUSE NDICATION, TXP, GMT 5A	21

1592	M-4-A2-4D	FUSE 1AMP, TXP, GMT1 - SAME AS 1591 22
1593	M-4-A2-4D	FUSE, 2A, 60VDC, FAST ACTING, COLOR- ORANGE, TXP, SWPC, AUX0008452, GMT- 2A
1613	M-2-B1	2A FILTER, 4 AIR,PS&G,COALESC NG,HEADLINE, 50C
1623	M-4-A2-3D	AMP, ISOLATION, 30MA, CONTROLLER, 2 TXP, SWPC ID#: 2333, VEND PN. 5000A2001336504
1624	M-4-A2-2A	BREAKER, CIRCUIT, 10A, CONTROLLER, 1 TXP, SWPC, 5530957, SWPC AUX0010277
1625	M-4-A2-2B	BREAKER, CIRCUIT, 1A, CONTROLLER, 4 TXP, SWPC D# 2221, VEND P. N. 5531341
1626	M-4-A2-4C	BREAKER, CIRCUIT, 4A, CONTROLLER, 1 TXP SWPC 5531354
1628	M-4-A2-1B	BREAKER, CIRCUIT, 8A, CONTROLLER, 1 TXP SWPC 5531749
1629	M-4-A2-3B	C RCUIT BREAKER, 6A, TXP, SWPC: 1 AUX0010282 SIEMENS IC: 5600358
1630	M-4-A2-4B	C RCUIT BREAKER, 20A, 1 POLE, 1 CONTROLLER, TXP, SWPC: AUX0010284, SIEMENS IC: 5SX51207
1631	M-4-A2-3C	CREVENSIC: 53/35/207 CREVENSIC: 53/35/207 CONTROLLER, TXP, SWPC: AUX0000116, SIEMENSIC: 55/251257
1632	M-4-A2-2C	CONTACT, AUXILIARY, CONTROLLER, 1 TXP SWPC 5SX9100
1633	<u>-</u>	PROČESSOR, S M D, PMR, CONTROLLER, 1 TXP, SWPC PN: AUX0010288, SIEMENS IC PN: 6DD16000AK0
1634		IT 41 SUBMODULE, CONTROLLER, TXP. 2
1635	M-4-A2-1C	SWPC, 6DD16063AC0 SUBMODULE, MS5 MEMORY, 2MB 2 FLASHCARD, TXP, SWPC, AUX0010289,
1636		6DD16100AH0 MODULE, ANALOG /O, EM11, TXP, SWPC 1 AUX0010290, SIEMENS IC 6DD16400AC0
1637		EA12 ANALOG IO, TXP, SWPC,2
1638	I-1-A	6DD16420BC0 MODULE, COMMUNICATION, MASTER, 1 CS12, TXP, SWPC PN: AUX0010291, SIEMENS IC PN: 6DD16600BD0
1639		MODULE, COMMUNICATION, SLAVE, 2 CS22, TXP, SWPC PN: AUX0010292,
1640		SIEMENS IC PN: 6DD16600BD0 MODULE, COMMUNICATION, CSH11, TXP, 1 SWPC, AUX0010293, SIEMENS IC,
1642	M-3-C5	6DD16610AB1 - SB 30 DIGIT IO, TXP, SWPC, 6DD16810DD1 - 2 -
1643	M-3-C4	MODULE; RELAY, SB30, TXP, SWPC, 2
1644	M-3-C5	6DD16810DE1 SUPPLY, POWER; SIMADYN 24VDC, TXP, 1
1646	I-1-B = = = = =	6DD16830CC0 MODULE, IM 308 L2 BUS, PLC S5, TXP,11 SWPC PN: AUX0008796, SIEMENS IC PN: 6E553083UC21
1650	M-4-A2-1A	BATTERY, BACKUP, TXP, SWPC, 4 6ES59800MA11,
1651	M-3-C5	MODULE, IM 153-2, ET200M PLC, TXP, 2 SWPC PN:AUX0029423, SIEMENS IC PN: 6ES71532AA020XB0
1652	M-3-C5	MODULE, DIGITAL INPUT, DI 16*DC24V, 3 SM321, DIGITAL E NGABE, 6ES7 321- 7BH01-0AB0
1653	M-3-C5	MODULE, DIGITAL OUTPUT, 16PTS, TXP.  4    SWPC PN: AUX0010308, SIEMENS IC PN:  6ES73221BH010AA0
1654	M-3-C5	MODULE, RELAY, DIGITAL OUTPUT, 8PTS, 5 TXP, SWPC, AUX0010309, SIEMENS IC, 6ES73221HF100AA0
1656	M-3-C4	MODULE, ANALOG NPUT, 4CH, TXP, 2 SWPC, AUX0010311, SIEMENS IC, 6ES73317SF000AB0
1658	M-4-A2-4A	BATTERY, BACKUP, 1.9A, TXP, SWPC, 8 6ES79710BA00, AUX 0010313
	M-4-B2-1B	SINEC L2 BUS CONN, TXP, 1

1660 M-4-A	2-1B	BATTERY, S5 BACKUP, 3.6V, TXP, SWPC 8 PN: AUX0010315, SIEMENS IC PN:
1663 M-3-0	4	6EW10007AA OPTICAL LINK L2 BUS, TXP, SWPC, 3
1664 M-4-A		6GK15023CB10 - PART OBSOLETE TRANSDUCER, TXP, DK6- /U-0-20MA/0, 2
1665 M-4-B	2-1A	SWPC 2337 DIODE, WITH HEATSINK, TXP, SWPC PN: 1 AUX00108PO, SIEMENS IC PN: HBC103 /
1666 I-1-A		M5060CC1200 CONVERTER, 125VDC TO 24VDC, TXP, 5 SWPC: AUX0008455, SIEMENS IC:
1668 M-3-0	4	SYS25KWQ6804 UV DETECTOR, TXP, L NE ITEM 36030-01, 1
1669 M-4-A	2-2D	AUX0007885 MODULE, DIODE, TXP, W501F, 300V, 15A 1
1732 M-3-E	311	MG 2950064 BREAKER, 480V 50A CUTLER HAMMER 2 HMCP050K2C, GE, 6601C87G08
1734 M-3-E		BREAKER, 480V, 150A, 3-PH, CUTLER- 3 HAMMER HMCP150U4C
1736 M-3-E		BREAKER, 480V 20A, HFD3020, CUTLER 2 HAMMER 6639C86G85
1737 M-3-D	07	BREAKER, 480V 30A, HFD3030, CUTLER 1 1 HAMMER, 6639C86G87
1740 M-3-E	311	BREAKER, 480V 50A, HFD3050, SERIES C, 2 CUTLER HAMMER, 6639C86G91
1741 M-3-E	<del>9</del>	BREAKER, 480V 70A, HFD3070, GE, 2 2 2 6639266693
1742 M-3-E	310	BREAKER, 480V 100A, HFD3100, GE, 1 1 6639C66696
1744 M-3-E	311	STARTER, SZ 2, 120V, CUTLER-HAMMER, 2 A200M2CAC, 6710C51G05
1783 M-2-0	5	FILTER, HYDRAULIC, GAS VALVES, MOOG 15 ICD, B64567-001V, ELEM F LTER HP 015 15 MU VITON, HP81L4-15MV
1842 M-1-0	10	KIT, REPAIR, 1/2"-STEM, 2-3/16" BOSS, 3
1042		TYPE ET, 2" VALVE, FISHER, RPACKX00022
1868 M-1-0	10	CAGE, EQ%, TYPE ET 4" VALVE, 4, 4-3/8 1 PORT, FISHER 2U236333272
1869 M-1-0	210	CAGE, EQ%, TYPE ET 4" VALVE, 2, 2-5/16 1 PORT, FISHER 2U223733272
1872 M-4-F	5-3A	GASKET SET, TYPE ET, 2" VALVE, FUEL 1 GAS HEADER, FISHER, RGASKETX182,
1875 — — — M-4-E	5-3B	R NG, BACK-UP, TYPE ET, 4" VALVE, 1
1876 — — — M-4-F	5-2C	FISHER, 1V659805292 R NG, SEAL, TYPE ET, 4" VALVE, FISHER, 1 1V659905092
1899 — — — M-4-F	4-2B	O-RING, 8", TYPE A41, VALVE, FISHER, 1
1900 — — — M-4-E	5-1A	V110611X022 DISC, RETA NER, 2 IN, 50%, TYPE 310A 2" 2
1901 — — — — — — — — — — — — — — — — — — —		REG, FISHER, 20A8206X012 KIT, REPAIR, TYPE 310A 2" REG, FISHER, 1
1902 M-4-E	5-1B	R310X000042 KIT, REPAIR, FISHER TYPE 32A W/ VITON 1
		SEALS, O-R NGS, & GASKETS, R32AX000022 BUSH NG, SIZE 3-4, TYPE 32A, PILOT, 1
1903 M-4-E		FISHER, 1F262035032
	5-1A	ASSEMBLY, OR FICE, 1/8, TYPE 32A, 2 PILOT, FISHER, 1R7430000A2
	5-1A	ORIFICE, BLEED, 3/16, TYPE 32A, PILOT, 1 FISHER, 1R743835162
1906 M-1-0	210	SEAT R NG, 2, 2-5/16 PORT, 1 CAGE TRIM, 1 FULL CAPACITY, FISHER, 1U222646172
1907 M-4-E	5-3B	R NG, BACK-UP, TYPE ET, 2" VALVE, 1 FISHER, 1V550705292
	5-3B	SEAL RING, TYPE ET, 2" VALVE, FISHER, 1 1V550805092
1909 M-4-F	5-3B	PLUG, STEM, BAL, TYPE ET, 2" VALVE, 1 FUEL GAS HEADER, FISHER, 1V6575X0052
1934 M-1-4	A <u>1</u>	VALVE, SOLENO D. PUMP CONTROLLER, 1 FIRETROL, FTA 1100, SV-0605
2018 M-3-0	013	V-BELT, 8 GROOVE, BANDED, LUBE OIL 2
		COOLER, DAYCO, 3VX-1320

2029 M-3-B4 SWITCH, TURBINE ENCLOSURE	
THERMOSTAT, MERCOID, DWYER, 860EH- 3-65 m	1
2123 M-4-B4-1C FLOWMETER, TUBE CUBE, 2-2 L/MIN, CEMS 82000008-3	
2124 M-4-B4-3D FLOWMETER, TUBE CUBE, 5-5 L/MIN,	
2125 M-4-B4-3D FLOWMETER, TUBE CUBE, 1-10 L/M N,	
CEMS 82000008-7 2128 M-1-B3 TUBING, NORPRENE, CEMS, SIZE 15, 50',	
2129 M-4-B4-2D KIT, REBUILD KIT, SAMPLE PUMP, CEMS,	5
2132 M-1-C4 MODULE, DIGITAL IN, 16 CH, PLC,	1
22000026-5 2134 M-1-B3 MODULE, RELAY, OUT, 16 CH, PLC,	1
CISCO 22000026-6 2135 M-1-C4 POWER SUPPLY, PLC, CISCO, 22000026-3	1
2137 M-4-B4-4A RELAY, SOLID STATE, 120VAC, 12A,	<sub>1</sub> ·
CISCO, 45000011 2138 M-4-B4-4A RELAY, DPDT, 24VDC, 10A, CEMS,	1
45000012 2139 M-1-B3 PUMP, LIQU D, SUBMERS BLE, 80 GPH,	1
2141M-4-B4-3CORIFICE, CEMS, 82020009 VALVE, NEEDLE, REGULATING, .172	
2143	<sub>1</sub> ·
2144 M-4-B4-4C CEMS, 81020001 CONTROL, CONDENSATE, 24VDC, CISCO,	
2146 M-1-C4 CEMS, 22000019 POWER SUPPLY, LINEAR, 24VDC, 4 8A,	<sub>1</sub> ·
2147 M-1-C4 CEMS. 40000013 FLOWMETER, PM, SS, NO VALVE, .5-5	<sub>1</sub> ·
2152 M-1-C4 L/MIN, CEMS, 82000003-5 REGULATOR, PRESSURE, 0-15 PSI,	
GH10XT2230B, CEMS, 81000001-2 7153 M-1-C4 REGULATOR, BACK PRESSURE, 0-15 PSI,	
GH30XTHAXSXB, CEMS, 81000002-2	
2156 M-4-B4-3A KIT, REBUILD, GH10XTHEXXX-X, CEMS, 81000010	1
2160 M-3-C4 MODULE, FRONT END, FAST /0, TXP, SWPC PN: AUX0010297, SIEMENS IC PN:	1
2161 M-3-C4 6DL31008AA MODULE, OPTICAL LINK, TXP, 6GK1-102-	
2200002 M-2-B1 GASKET, COVER, O-RING, LUBE OIL	
FILTER HOUSING, 458V, NFS, 10137458    2200004  M-2-B2    FILTER, ELEMENT, PALL, RECIRC,	
CONTROL OIL, HC9600FKP8H, US00839905, SBF-9600-8Z3B, SBF-9600-	
2200005	
HC9601FDP8H, 4660A07036, US00839906, SBF-9601-8Z3B	
2200007 M-3-D4 KIT, REPAIR, BLADDER, 5GAL 3000PSI, CONTROL OIL, US00884544, 02054037,	
2200009 W-3-D4 EXCHANGER, HEAT, HYDROTECH,	
US00839902 2200013 M-4-D5-2A VALVE, PRESSURE REGULATOR,	
DBDS6G1X/200/12, R900341066, HYDRAULIC SKID,REXROTH	
2200018 W-3-D1 MOTOR, PUMP, MTRB15H1750R254TCNFT460/3,	
HYDROTEC, US00903138, HYDRAULIC SKID	
2200021 M-4-D5-2A VALVE, RELIEF, DBDS-20K1X/25, HYDROTECH REXROTH RR00422542	
2200022 M-4-D5-2B VALVE, RELIEF, DBDS10K18/100, HYDROTECH REXROTH RR00424147	2
2200023 M-4-D5-2C VALVE, CHECK, M-SR20KE0S-1X, HYDROTECH REXROTH RR00340979	
2200024 M-4-D5-2D ELEMENT, LOGIC, LC16B05D-7X, HYDROTECH REXROTH RR00912598	
2200025 M-4-D5-1B CÖVER, LÖGIC, LFA16H2-7X/F/12, HYDROTECH, REXROTH, RR00932352,	
HYDRAULIC SKID 2200026 M-4-D5-1C VALVE, PRESSURE REGULATOR,	
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2200059 M-1-C6	SWITCH, PRESSURE, 30" H20D 15A, 1 125/250 VAC, ASHCROFT, JAY IND,
2200064 - W-3-C8	LDSN4KB25 THERMOCOUPLE, CT FUEL GAS HEADER, 2
2200065 - W-3-C7	BRADLEY_LPG 3003B37001 THERMOCOUPLE, CT DISC CAVITY 3, 1
2200066 - W-3-C7	BRADLEY_LPG 7863D60002 THERMOCOUPLE, CT DISC CAVITY 4, 2
2200067 W-3-C7	BRADLEY_LPG 7863D60003 THERMOCOUPLE, CT DISC CAVITY 2, 2
2200068 M-3-D3	BRADLEY LPG 7863D60006 LUBE OIL COOLER BEARING, FAN SHAFT 1 UPPER, 2-15/16" SCM, GEA, F4B-SCM-215
2200069 M-3-D3	LÜBE OIL COOLER BEARING, FAN SHAFT 1 LOWER, 2-15/16" E, GEA, F4B-E-215R
2200072 M-3-A11	SWITCH, PRESSURE, LUBE O L, 0-200 3 PSI UNITED ELECTRIC J402-164-1521
2200189 W-3-C8	THERMOCOUPLE, T/C ASSY, SWPC, 1
2200190 M-4-B2-1D	FERRULE, FOR FLASHBACK T/C, SWPC, 100 1853J04080
2200192 W-3-C8	THERMOCOUPLE, ASSEMBLY, WITH 2 WELL, .187 OC, 2.8" N PPLE, 7.8" LG, 3/16" DIA., TYPE K, LPG/SIEMENS# 240T802-002
2200193 W-3-C8	THERMOCOUPLE, T/C ELEMENT 3 ONLY,T2C, TYPE K, PYCO # 236T385007
2200259 I-1-A	TACHOMETER, PROCESS, OVERSPEED, 1 DIGITAL, 120VAC/24VDC, T77530-10
2200268 M-3-D5	IGNITOR, EXCITOR IGNITION, SWPC, 2 AUX0001164, 4195C30G01/895C716G01
2200335 M-4-F1-2A	IGNITION ASSEMBLY, SWPC, 4212C12G01 3
2200336 M-4-B2-2A -	GASKET, P LOT NOZZLE, GRAPHITE, 23 SIEMENS PG0034643600, AP #1000101821
2200337 W-3-D3	COUPLING, MARMAN, TORQUE 80-90#-IN, 166 SWPC, 2337C41001
2200338 M-4-F1-2A	IGNITOR, SPARKPLUG, CH38039, SWPC, 5 1772D32001
2200339 M-4-F1-2A -	EXTENSION, IGNITOR, SHIELDED, SWPC, 4 1741D82001, CHAMPION, SE-8E 2F00
2200345 M-4-B5-3D	DETECTOR, THERMAL, 160 DEGREE F, 2 AM FIRE, 12-E27121-000-03
2200346 M-4-B5-3D	DETECTOR, THERMAL, 225 DEGREE, AM 1 FIRE, 12-E27121-000-05
2200351 I-1-C	CARD, MONITOR MODULE, NOTIFER, AM 1 FIRE, XP10-M
2200356 I-1-C	TRANSMITTER, COMBUSTIBLE GAS, LEL, 1 AMF RE, DETRONICS U9500A, 006265-007
2200357 M-4-B4-2B	SET, SEAL, F LTER HOLDER, VITON, 16
2200358 M-1-C3	FILTER ELEMENT, CEMS, 99.99%, 0.1 11 UM., CISCO, 83500002
2200359 M-1-C3	FILTER ELEMENT, PARTICULATE, 99 99%, 10 CEMS, 83500078
2200360 M-4-B4-4D	FILTER DISC. ALUMINUM OXIDE, 3.5" X 8 
2200361M-1-C3	FILTER, COALESCING, CEMS, I/A,95% 10 FILTER, COALESCING, CEMS, I/A,95% 10 REM 0.1, CEMS, 83500076, PARKER #10H10-025 X 8
2200362 M-4-B4-1B	FUSE, 2A 3AG 250 V, CEMS, 43015003-2 6
2200363 M-4-B4-3B	DIODE, 1N4005, CEMS, 48000009 9
2200364 M-4-B4-1D	WASHER, TEFLON, CGA 660 CYL REG, 16 CEMS, 28500016-2
2200368 M-4-B4-4B	KIT, REBUILT, REGULATOR, 44-3400 1 SERIES, CEMS, 81001037-2
2200370 M-1-C3	GASKET SET, SAMPLE PROBE, HIGH 7 TEMP, NON METALLIC, CEMS, 28500051
2200372 M-3-C10 -	DETECTOR, UV FLAME SCANNER, 2 ALLESCO, EDISON #52878-06011, SUEMENS # 6689556001 2
2200373 M-3-D10	SIEMENS # 668B535001.3 SWITCH, FLAME, U/V, EDISON, 3 SCHRAMM, 424-00061

2200380 M-1-C4	PUMP HEAD, LEXAN PC HSG, STD LOAD, 7 CEMS, 81010029 SAMPLE DRA N PUMP
2200383 M-1-D3	PUMP, S NGLE, ALUM NUM HEAD, CISCO, 1 1
2200458 M-1-D6	KIT, OVERHAUL, 7100 SER ES, TEC, 1 32319485
2200459 M-1-D6	KIT, VALVE GASKET, 7100 SER ES AIR 4
2200460M-2-C5	COMPRESSOR R 32229882 FILTER, ELEMENT, AIR, 10MG, 7100 6 SERIES A R COMP, NGERSOLL, 32012957
2200463 M-1-D6	SWITCH, OIL LEVEL, 7100 SERIES, TEC, 2
2200465 M-1-B7	32276313 FILTER, MOISTURE ELEMENT, LS-10, 6
2200468 M-2-B3	02250081-108 FILTER, OIL, LS-10, SULLA R, 250025-525 6
2200480 M-2-B3	FILTER, ELEMENT, HANKISON A R DRYER 4
2200486 M-1-B4	DH115 TEC HFF 7-12-3-DPL HOUSING, FILTER, HYDRAULIC, GAS 1
2200592 M-1-D4	VALVES, MOOG **USE P/N 1783 BRUSH, EMERGENCY LUBE OIL, GE 11
2200597 I-1-B	125VDC_MOTOR, GE #25C8106P04 DIODE, 400V, 380A, CPI, SW04PHN3002
2200598 M-3-C8	TIMER, EQUALIZER, OMRON, H3CA-A
2200599 I-4-G1-E	FOR BATTERY CHARGER 10
2200600 I-4-G1-E	LED, RED, IDI, 4305H1 4
2200601 I-4-G1-F	COVER, LED, WHITE, EAO, 11-9319 6
2200602 M-4-A4-2A	POTENTIOMETER, 10 KOHM, BOURNS, 1 3540S-1-103
2200604 I-1-B	CARD, ALARM BOARD, PC ASSEMBLY, 2 CPI, C163-130
2200606 M-4-A4-4C	RESISTOR, CLARO, CPI, WW-20K-10W
2200607 M-4-A4-4C	RESISTOR, CLARO, CPI, WW-5K-5W 4
2200608 M-4-A4-3B	SURGE PROTECTOR GE V250PA40C /  6    Z250PA40C
2200627 I-4-G1-O	HEATER, OVERLOAD, .814-132 AMP, C-H 3 H2004B-3, GE, FH94
2212 W-3-B4	FILTER, ELEMENT, SEPARATOR, FUEL 3 GAS MAIN F LTER/SEPARATOR, SWPC,
2309 M-4-D4-3C	FILTER ELEMENT KIT, 90 MICRON, INLET 17 FOGGING SYSTEM, GT-204
2312 W-3-B3	FILTER, INLET AIR, 26" CYL NDRICAL, 4 DONALDSON, P191280
2313 W-3-A3	FILTER, INLET AIR, 26" CONICAL, 4
2385 M-2-C5	DONALDSON, P191281 FILTER, WATER INJECTION, PILOT GAS, 3
2398 M-1-D7	HYDAC, SZ-2-20-MS-V PROBE, THRUST, 3300XL 8MM, 3/8-24 6
2400 M-3-D3	UNF 330101-00-20-90-02-00 KIT, DISC CAVITY, ITEM 006,002,003,
2408 M-1-B5	GAUGE, PRESSURE, GEN BREAKER, 1
2409 M-1-B5	W501F HAGG100471P10 MONITOR, GAS DENSITY, GEN BREAKER, 2
2410 FC-2-1B	HAGG301141P1 OIL, HYDRAULIC, GEN BREAKER, 4
2411 M-1-B5	HASV405272R10 PASTE, CONTACT, GEN BREAKER, 2
2412 M-1-B5	HATM405593R2 GREASE, GEN BREAKER, ABB, 2
2413 — — — M-1-B5 — — —	HAGT556460R1 SWITCH, CONTROL, GEN BREAKER, 1
2414 M-1-B5	SWITCH, LOCAL REMOTE, 5-DECK, GEN
2415 M-1-B6	BREAKER, 24905B-2 SWITCH DISCONNECT, GEN BREAKER, 1
2416 M-1-B6	74202D RELAY, 125VDC, 4-NO LO SPRING
2417 M-1-B6	ENERGY, GEN BKR, D26MRD40A1 RELAY, LATCH NG, 125VDC, 2-NO, GEN1
2418M-1-B6	BKR, D26MRD202A1 RELAY, COIL, 125VDC, 2-NO, GEN BKR, 1
2419 M-1-B6	D26MRD70A1 RELAY, COIL, 125VDC, 4-NO, CLOSE, GEN 1
2420 M-1-B6	BKR, D26MRD601A1 RELAY, COIL, 125VDC, 4-NO, LO SF6 1
	BLOCK TRIP, GEN BKR

2421 M-1-B6	RELAY, COIL, 125VDC, 2-NO, ANTI-PUMP, 2
2422 M-1-B5	GEN BKR D26MRD20A1 SWITCH, DISCONNECT, 89 NEMA,
2423 M-1-B6	REVERS NG STARTER GEN BKR KIT, FACTORY CONVERSION, 125VDC, 1
2424 M-1-B5	GEN BKR_C335KD4A4 CONTACT, AUXILIARY, GEN BKR, 1
2425 M-1-B5	C320KGT3 RELAY, TIME DELAY, 125VDC, PUMO 1
2426 M-1-B6	EXCESS ALARM GEN BKR BREAKER, MINI, 2 POLE, 15A 500VDC, 1
2427 M-1-B6	GEN BKR S282UC-K16 BREAKER, MINI, 2 POLE, 10A 480VDC, 65KA 1
2427 M-1-B6	IC GEN BKR 5283-K10 BREAKER, MINI, 1 POLE,20A 240VAC, GEN 1
2429 M-1-B6	BKR, S271-K20 BREAKER, MINI, 3 POLE, 1A 480VDC, GEN 1
2432 M-1-B0	BKR, S27-K1 BRAKER, MINI, 1 POLE, 1A 4400 VOL, GEN 1
2435 M-1-B6	BKR, S271-K1 LENS, CLEAR, 125VDC, TYPE ET-16
2436 M-1-B6	LIGHT, GEN BKR, 0116B6708G3C STARTER, WITH OVERLOAD, 125VDC, 1
2437 M-1-B0	GEN BKR, CR30650260EA BLOCK, ADDER N.O., GEN BKR.
	CR305X100D
2439 M-1-B6 2440 M-1-B6 M-1-B6	OVERLOAD, GEN BKR, CR324C360A 1 1
2441 M-1-B6	RELAY, UNDERVOLTAGE, 85-100VDC, 8
2443 M-1-B6	PIN SOCKET, GEN BKR RESISTOR, 500 OHM, SET @ 43 OHM, 1
2444 M-1-B6	GEN BKR, D50K50R HEATER, 350W @ 240VAC, GEN BKR, 1
2445 M-1-B6	2766 BLOCK, 12 POINT TERMINAL, GEN BKR, 1
2475 M-3-C3	CR151B2 SWITCH, DP, CONTROL O L, POLISHING
	FILTER, W501F, PALL, C861CZ090HYR110AC
2476 M-3-C3	SWITCH, DP, CONTROL O L, MAIN 2 SYSTEM FILTER, W501F, PALL,
2481	RC861CZ097HYR110AC ELEMENT, EX RAKE T/C, W501F 1732D66 5
2482 W-2-T1	ITEM 005 ELEMENT, EX RAKE T/C, W501F 1732D66
2483	ITEM 006 ELEMENT, EX RAKE T/C, W501F 1732D66 5 5
2484	ITEM 007 ELEMENT, EX RAKE T/C, W501F 1732D66
2485	ITEM 008 ELEMENT, EX RAKE T/C, W501F 1732D66
2486	ITEM 009 ELEMENT, EX RAKE T/C, W501F 1732D66
2487	ITEM 010 ELEMENT, EX RAKE T/C, W501F 1732D66
2488	ITEM 011 ELEMENT, EX RAKE T/C, W501F 1732D66
2609 M-1-D4	ITEM 012 BRUSH, CARBON EXCITATION, W501F, 12
	SWPC, 895C638G01, NECC, 61010330
2686 M-2-B4	SEPARATOR ELEMENT, SULLAIR 6 COMPRESSOR, 02250137-895
2687 M-1-B7	KIT, REPAIR FOR INLET VALVE, SULLAIR 2 COMPRESSOR, 250019-451
2689 M-1-B7	KIT, REPAIR SPRINGS, SULLAIR 4 COMPRESSOR, 250029-315
2690 M-1-B7	KIT, REPAIR FOR MPV, SULLAIR 4 COMPRESSOR, 02250110-988
2691 M-1-B7	KIT, REPAIR CAP FOR MPV, SULLAIR 3 COMPRESSOR, 02250046-397
2692 M-1-B7	KIT, REPAIR O-RING FOR MPV, SULLA R 4 COMPRESSOR, 826502-123
2693 M-1-B7	KIT, REPAIR PISTON FOR MPV, SULLAIR 4 COMPRESSOR, 02250051-338
2695 M-1-B7	KIT, REPAIR THERMAL VALVE 170 F. 4 4
2696 M-4-D5-3A	SULLAIR COMPRESSOR, 250025-621
	REGULATOR, SULLAIR COMPRESSOR, 250019-453
2697 M-1-B7	KIT, REPAIR FOR BLOWDOWN VALVE, 2 SULLAIR COMPRESSOR, 250031-771

2698 M-4-D5-3B KIT, REPAIR FOR SOLENOID VALVE, 2 SULLAIR COMPRESSOR 250038-673
2699 M-1-B8 KIT, REPLACEMENT FOR SOLENO D 3 VALVE COIL, SULLAIR COMPRESSOR,
250031-738 2700 M-1-B8 KIT, REPAIR FOR SOLENOID VALVE, 4 SULLAIR COMPRESSOR, 02250125-657
2701 M-1-B8 KIT, REPLACEMENT FOR SOLENO D 3 VALVE COIL, SULLAIR COMPRESSOR,
250038-730 2703 M-4-D5-3C KIT,REPAIR FOR V-TYPE STRA NER, 2 SULLAIR COMPRESSOR 241772
2704 M-1-B8 KIT, REPAIR FOR STEL SHAFT SAL, SULLAIR COMPRESSOR, 02250049-258
2706 M-1-B8 KIT, REPAIR FOR AUTOMATIC DRA N, 1
SULLAIR COMPRESSOR 02250127-176 2727 M-3-C1 ACTUATOR, PNEUMATIC, MECH PKG. 3
2729 M-1-D7 PROXIMITOR SENSOR, 3300 XL, 5MM, 5 BENTLY NEVADA, 330180-50-00
2730 M-1-D7 CABLE, EXTENSION, PROXIMITOR, 3 3300XL 8MM, BENTLY NEVADA, 330130-
2736 M-1-D8 PROBE, SEISMIC, BENTLY NEVADA, 74712- 2
2772 M-4-G5-1B COUPLING, TURN NG GEAR MOTOR, 1 W501F, FLENDER, B PEX, TYPE BWN,
2773 M-4-G5-1B SIZE 97 INSERT, COUPLING, TURNING GEAR 3 MOTOR, W501F, FLENDER, BIPEX, SIZE
2775 M-2-A3 FILTER, AIR, GENERATOR, COLLECTOR, 6 EXPANDED METAL BACK 24X24X2
2779 M-4-A3-1A TERMINAL BLOCK, THERMOCOUPLE, 3 FLASHBACK, CERAMIC, 6 PT W/LOCK
WASHERS SS012-684 2824 M-4-F1-2A GASKET, IGNITOR, SWPC, 897C266001 3
2831 I-4-G1-M HEATER, OVERLOAD, C-H, FH36, CHFH36 3
2832 I-4-G1-M HEATER, OVERLOAD, C-H, FH37, CHFH37 3
2834 I-4-G1-M HEATER, OVERLOAD, C-H, FH40, CHFH40 3
2835 I-4-G1-M HEATER, OVERLOAD, C-H, FH43, CHMFH43 3
2836 I-4-G1-M HEATER, OVERLOAD, C-H, FH45, CHMFH45 3
2837 I-4-G1-M HEATER, OVERLOAD, C-H, FH52, CHMFH52 3
2838 I-4-G1-M HEATER, OVERLOAD, C-H, FH78, CHFH78 3
2839 I-4-G1-M HEATER,OVERLOAD,C-H,FH79,CHFH79 3
2840 I-4-G1-N HEATER,OVERLOAD,C-H,FH80,CHMFH80 3
2841 I-4-G1-N HEATER, OVERLOAD, C-H, FH82, CHFH82 3
2901 W-3-A6 AIR F LTER, ELECTRIC PKG, 20 X 30 X 2 12
2903 W-3-A5 AIR F LTER, EXCITATION LKG, MULTI 26 PLEATED 16 X 30 X 1
2940 M-3-C9 BREAKER, 600V, 125A, 3 POLE, CUTLER- 1 HAMMER, HFD3125L
2941 M-3-B11 BREAKER, 600V, 100A, 3 POLE, 1 HFD3100LF
2944 M-3-CT0 DETECTOR, IONIZATION HEADS MODEL 4 #67-1033
2945 M-3-C10 DETECTOR, PHOTOELETRIC 5 HEADS,FIKE,SMOKE, MODEL #63-1024
3140 M-4-A4-4C CAPACITOR, 1000 F, IC, EL-1000 F 25V 2
3141 I-1-B CAPACITOR, 20 F/600 VP, RONK N, 2 86D79206K80B 2
3142 I-1-B CAPACITOR, 200 V 10000 MF, N PPON, 4
U36D200LG103M63 3143 M-4-A4-4C DIODE, DI, 5AMP, 200V, 1N5624 4
3145 I-1-B BOARD, OSC LLATOR & 1 SYNCHRONIZATION CPI C426F-60HZ
3153 I-1-B RELAY, HIGH/LOW AC SENS NG, CPI, 2
C175A (120VAC)

3155 M-4-A4-4C DIODE, ZENER, 18 V, 5%, 10 W, CPI, 2
1N2982 3157 M-4-A4-3D REGULATOR, GATE DRIVER, CPI, C155D 1
3159 M-4-A4-2C RECT FIER, SILICON CONTROL, SCR, 1.6, 1
1504 400V NL C180D 1504 400V NL C180D 3160 M-4-A4-4C RESISTOR, 20 OHM, 1 W, OHMITE, 20-1W 2
3161 M-4-A4-4C RESISTOR, 10 KOHMS, 5 W, CLARO, WW- 2 10K-5W 2
3167 - M-4-A4-2B DIODE, 150A, 200V, NL, S4320
DRIVER, 3 PHASE, CHLOR DE, C140
3174 M-4-A4-2D CAPACITOR, 10000 UF, SAMWHA, 200WV- 1 10000UF
3177 M-4-D5-1D VALVE, SAFETY RELIEF, 250 PSI, 4 TURB NE KIT, INST AIR COMPRESSOR,
3200 W-3-C8 THERMOCOUPLE ASSY, NO WELL, PYCO, 3 ROTOR A R RETURN, S/W#240T803-002
3229 M-3-C9 VALVE, AUTOMATIC SOLONOID DRA N, 1
3237 M-4-D5-1D VALVE, SAFETY, AIR COMP. 80 PSIG, 3
72062185 330004 M-4-A1-2A REPAIR KIT, 1/2 PBV BALL VALVE, C-5333- 1
39-2236-ML-NL 330005 M-4-A1-2A REPAIR KIT, 3/4" PBV BALL VALVE, C-5333- 5
39-2236-ML-NL 330006 M-4-A1-2A REPAIR KIT, 1" PBV BALL VALVE, C-5333- 2
39-2236-ML-NL 330007 M-4-A1-2A REPAIR KIT, 2" PBV BALL VALVE, C-5333- 3
39-2236-ML-NL 330008 M-4-A1-2A REPAIR KIT, 2" PBV BALL VALVE, C-5410- 1
330009 W-3-C3 REPAIR KIT, 12 PBV BALL VALVE, C-6730- 1
330012 M-4-C4-2A PACKING, RP AND C VALVE, 1 EF57D 10
330012 D031400 330014 M-4-C4-2A PACKING, RP AND C VALVE, 3/4 EF57D 10
330016 M-4-C4-2A PACKING, RP AND C VALVE, 1/2 S81A, 10
D031700
D034700
D036000
330020 M-4-C4-2B GASKET, RP AND C VALVE, 3/4 S81A, 5 D036000
330021 M-4-C4-2B GASKET, RP AND C VALVE, 3/4 EF57D, 5 D036000
330022 M-4-C4-2B GASKET, RP AND C VALVE, 3/4 ES57A, 5 D036000
330023 M-4-C4-2B GASKET, RP AND C VALVE, 3/4 F81D, 5 D036000
330024 M-4-C4-2B GASKET, RP ANC C VALVE, 1 EF57D, 7 D036100
330025 M-4-C4-2B GASKET, RP AND C VALVE, 1 ES57A, 7 D036100
330026 M-4-C4-2B GASKET, RP AND C VALVE, 2 F99A, 5 D036300
330027 M-4-C4-2B GASKET, RP AND C VALVE, 2 ES57A, 5 D036300
330030 M-4-C4-3B GASKET, 3" DSI 37XUF 1
330031 M-4-C4-3A PACKING, 4" DSI 37XUF 1 330032 M-4-C4-2C GASKET, 4" DSI 37XUF 1
330032 M-4-C4-2C GASKET, 4 DSI 37X0P 1 330033 M-4-C4-3A PACKING, 8" DSI 37XUF 1
330034 M-4-C4-2C GASKET, 8" DSI 37XUF 1
330035 M-4-C4-2C MAXP2GASKET, 3" DSI 37XUF 1
330036 M-1-A5 REPAIR KIT. 4" PBV BALL VALVE, C-6760- 1 31-2236-NV-NG
330038 M-4-C4-3A PACKING, VALVE STEM, 3", FAIRBANKS, 4 0403
330041 M-4-B4-2C O-RING, 1" OD, .625" ID, VITON, CEMS, 2 STACK PROBE, 28500002

330042 M-4-B4-4D	FILTER, DISC, 3.215" X 25", 7.5 MICRO 3
330043 M-4-B4-2A	METER_ALU OXIDE_CISCO_83500081CEMS, GASKET, SET, PROBE, LOW TEMP, 3
330044 M-1-C3	VITON CISCO 28500084-2 SCRUBBER, NH3, CISCO, 83000018 2
330045 M-3-A4	ASSEMBLY, CONVERTER, NH3, CISCO,
330047 M-4-B4-3A	83000017 KIT, REBUILD, CEMS, GH10XT2230X
330048	(81000001), CISCO, 81000004 KIT, DESICCANT TOWER, 6", SET OF 2, 3
330049	CISCO, 83005004-2 ELEMENT, DRYER, MEMBRANE, 50 TUBE 2
	24", CISCO, 83000034-1
330050 M-4-B4-3C	VALVE, NEEDLE, SS .09 CV .08 ORFICE, 1 CISCO, 82010004
330051 M-1-C4	REGULATOR, PRESSURE RED, BRASS, 0- 1 25 PSI, CISCO, 81000003-3
330052 M-1-C4	VALVE, SOL, NC, 1/2" NPT, 15MM ORIFICE, 1 5 5 CV CISCO 82020046
330053 M-1-C4	REGULATOR, PRESSURE, 0-25 PSI, 1 CISCO 81000011-3
330054 M-1-C4	FLOWMETER, PM, AL, VALVE, 1-10 L/MIN, 1
330055 M-3-B10	CISCO 82000005-7 RELAY, SOLID STATE, 10A, WITH HEAT 1
330056 M-1-B3 -	SINK CISCO 45000023 LINKË, COUPLER, PLC, CISCO, 22000026-
330057 M-1-C4	CONTROLLER, TEMP, 0-2500 DEG F, "K", 1
330058M-1-B3	COOL CISCO 53002011-1 MODULE, ANALOG CURRENT, OUTPUT, 1
	CISCO 22000026-33
330059 M-1-B3	MODULE, ANALOG, INPUT, 8 CHANNEL, 1 CISCO 22000026-42
330060 M-1-D3	PUMP, DUAL, ALUM, TEF COAT, TEF 1 DIAPHRAM, CISCO, 81010020
330061 M-1-B3	PROCESSOR, PLC, SLC, 5/03, 16K 1 MEMORY, CISCO, 22000026-22
330062 M-1-C3	CARD, INTERFACE, DATA HYWY DH485 1 RS23, CISCO, 19000017
330063 W-3-D5	ASSEMBLY, REFRIGERATION UNIT, DUAL 1
330064 M-3-C10	DETECTOR, SMOKE, PHOTOELECTRIC, 2
	24 VCE, 4W, CISCO, 22000034
330065 M-1-C4	CONVERTER, ISO, 4-20 MA IN, 4-20 MA 1 OUT, CISCO, 11000021
330066 M-1-B3	TERMINAL, OPERATOR INTERFACE, 1 CISCO, 22000028-1
330067 M-2-C1	ANALYZER, NO/NOX 10/25/100/250, 951C, 1 CISCO, 85000045
330068 M-2-C2	ANALYZER, NOX, 951C REMOVE, RANGE, 1
330069 M-3-C6	CISCO, 85000103-100 ANALYZER, 0-50/1000 CO, 0-25%/100% O2, 1
330070 W-3-B5	CISCO, 85000095 FILTER, ELEMENT, FUEL GAS, 44
3390 M-3-D11	ANDERSON SEPARATOR, AJFG-436 TRANSDUCER, LINEAR, VALVE, 1
	ACTUATOR, FUEL GAS, A/B STAGE, SENTECH: 75EPSDC-1000AS, MOOG
3391 M-3-D11	TRANSDUCER, LINEAR, VALVE, 1
	ACTUATOR, FUEL GAS, P LOT/C STAGE, SENTECH: 75EPSDC-750AS, MOOG
340000 M-4-A4-3A	PUSH BUTTON, NO POS, PB1, 2, 4001 2
340001 M-3-D1	INDUCTOR, L1, 120VDC, 100AMP, 9857
340002 I-1-B	TRANSFORMER, CURRENT, CT3, 1 1 1
340003 M-3-B5	TRANSFORMER, CURRENT, CT2, 100:51T
340004 M-4-D4-1D	RESISTOR, 100-100W, R28, 100-100W 2 2
340005 M-4-A4-4C	SNUB RESIS, 120V INV, R8,9, 10-5W 2
340006 W-3-D6	INDUCTOR, 120VDC, 250AMP, 10726A 1
340007 I-4-G1-G	LED, SOCKET/NUT, LED1-4, 11030/11937 6
340008 M-4-A4-3C	TERMINAL BLOCK, TBS, 1-140
340009 M-4-B5-3B	RELAY, RLY4, 120VAC/2POLE 2
340010 M-4-B5-3B 340011 M-4-B5-3B	RELAY, RLY10,11,16, 120VAC/4POLE  2    RELAY, RLY5, 120VDC/4POLE  2
340011 M-4-B5-3B 340012 M-4-B5-3B	RELAY, RLY 12, 125VDC/2POLE 2

	340013 M-4-B5-3B	RELAY, RLY13,14, 125VDC/4POLE 2
	340014 M-4-D4-1D	TRANSFORMER, CURENT, CT1, 150:51T
	340015 M-4-A4-4D	METER SHUNT, MS1, 150-A 50MV
	340016 I-1-B	TERMINAL BLOCK, 225AMP, TB2, TB2A, 2- 2
	340017 M-4-A4-3C	TERMINAL BLOCK, 15AMP, TB3, 24-140
	340018 M-4-D4-1D	IV POWER SUPPLY RES, R7, 250-100W 1
	340019 M-4-A4-4C	120V INV SCR G RESIS, R10,11, 25-5W 2
	340020 M-3-B5	AC AMPMETER, 0-150A, SO, M4, 1
	340021 M-3-B5	261340LSPZ AC VOLTMETER, 0-150V, M3, 261344PZPZ
	340022 M-3-B5	FREQ METER, 120V, 60HZ, M5, 1
	340023 I-1-B	261350ANAN TERMINAL BLOCK, 225AMP, TB4,5, 2-L 1
	340024 M-4-A4-3C	TERMINAL BLOCK, 15AMP, TB6, 3-140 1
	340025 M-4-A4-3C	TERMINAL BLOCK, 40AMP, TB1, 3-150
	340026 M-3-D9 -	MOTOR, FAN, 1/6HP, 1075RPM, 1
	340027	3M8821115VAC PUSH BUTTON, NO POS, PB3-6, 4001 2
	340027 I-4-G1-E	LED, AMBER, LED3, 4305H7 10
	340029 I-1-B	HEAT S NK, 1.3C/W, SCR 7, 8, 4554-14" 1
	340030 I-1-B	HEAT S NK, 1.3C/W, SCR 7, 8, 4554-6"
	340031 I-1-B	HEATSINK, SCR, 50-125W, SCR1-6, 476K 1
	340032 - I-1-B	HEATSINK 50-125W. D1 & D2. 476K 2
	340032 I-1-B	HEATSINK, 50-125W, 50-82, 476K 2 HEATSINK, 50-125W, SCR9-12, 476K 1
	340033 I-1-B 340034 M-4-A4-4C	SNUBBER CAP. 1V120SCR. C3.4. 47F- 2
		600V 47F-600V
	340035 M-4-A4-2A	POTENTIOMETER AND LOCK NUT, 2 7286R10KL25
	340037 M-4-A4-2A	TOGGLE SWITCH, SW1, 8381K108 1
	340038 M-4-A4-2A	PUSH BUTTON, BIG 2, NO POLES, 1 PB7ABW120
	340039 W-3-D6	TRANSFORMER, 3-80-100-208, XFI, AX099 1
	340043 M-4-A4-4A	DC VOLTAGE SENS NG, RLY6,7, C167- 1 120V
	340044 I-1-B	CHARGER CONTROL, 6 SCR, PC1, C179- 1 120V
	340045 I-1-B	SCR 1.6, 150A, 400V, SCR1-6, C180N 8
	340047 I-1-B	STATIC SWITCH, PCB W/PIGGY BACK, 1 PC4C249B
	340048 M-4-A4-4D	SCR 192AMP@102C 400V, SCR7,8, 2
	340049 M-4-A4-4A	C385D(T0200AB) POWER SUP CHOKE, IV120, CH1,2,C40X
	340050 I-1-B	SCR GATE DRIVER, PC3, C4166 1
	340050 I-1-B	TRANSFORMERS, XF3,4, DSW-4-24
	340053 M-3-B5	BREAKER, 3P/35AT, ED43B035
	340054 M-4-A4-4C	GATE, SCR, 1V120, FD-0.1F-50V 2
	340055 M-3-B5	BREAKER, 2P/150AT, FD62B150
	340056 M-3-B5	BREAKER, 2P/150AT, FXD62B150 1
	340057 M-3-B5	BREAKER, 2/P/125AT, ED42B125
	340059 I-1-B	FAN, 6 NCH, FAN3, OA172SAP-11-1TB
	340060 M-3-B5	SHUNT TR P, 125VDC, S11FD60 1
	340061	RESISTOR, 120VDC, WW-20K-10W 2
	340062 W-3-D7	TRANSFORMER, FERRORESONANT, XF2,
	340063 — — M-4-C4-1A	Z3306 STEM SEAL, 0300BDY, DFDZF-TFE, 1 1 4000750
	340064 M-4-C4-1A	STEM SEAL, 3 AND 4" A AFS, 004013250 2
	340065 M-4-C4-1A	RNG, COMPRESSION, 006038830
	340066 M-4-C4-1A	
	340067 M-4-C3-1C	0845-36 BEARING, THRUST NYLON, 006-1019-53 2
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340068	M-1-B1	DIAPHRAGM, RETA NER, CARBON STEEL, 1
340069	M-1-B1	018012222 DIAPHRAGM, BUNA-N DACRON, 1
340070	M-4-C3-1B	020009698 VENT, RELIEF RUBBER, 04508665
340071	M-4-C3-1B	R NG, RET, STA NLESS STEEL, 067-0101-
340072	M-4-C3-1A	41 R NG, RET, 67016530
340073	M-4-C3-1A	STEM, AF 3+4" AF S/A, 103-0001-36
340074	M-1-B2	BALL, 3-WAY BODY, 3" AM150FD, 001 0449 1 1 36
340076	M-4-C3-1B	RNG, RET, 0300+4", W-SS, 067-0186-2A 1
340077	М-1-В1	KIT, REPAIR, EXIST NG 4" 815L-11-3600- 2
340078	M-1-B1	TT_RK10359TTRK10359TT KIT, REPAIR, EXIST NG 3" 1 AM150FD3600MT, RKA75MTRKA75MT
340079	M-3-C10	TRANSFORMER, 0005-10095
340080	M-4-B5-1D	PILOT LIGHT, AMBER, 0025-00598, 0014-
340081	M-4-B5-2D	00598 CONTACT BLOCK, 1NO, 0017-10086
340082	M-4-B5-1D	SELECTOR SWITCH, 0017-30033
340085	I-4-C1-S	FUSE, JJS-80, 600V, 0024-03009
340086	I-4-C1-U	FUSE, JJS-175 600V, 0024-03101 6
340087	M-3-D10	CONTACTOR, 3 POLE, 150AMP, 0025-
340088	M-1-D3	15212 GASKET, COMPOSITION, 14"-150#, 132-
340089	M-1-D3	017222-013 GASKET; TERM NAL HOUSING, 132-050-
340090	M-3-B8	747-001 CONTROLLER, TEMPERATURE, HEATER,1
340093	M-4-B1-2A	CHROMALOX, 2104-T0100 VALVE, SOLENO D, 904276904276
340094	M-4-B1-2A -	FUSE, OVEN CUT-OFF, 904292904292 4
340095	M-4-D4-3A	SWITCH, C SER ES SNAP, MAGNETROL,
340096	M-4-C3-2D	89-7101-022 INDICATOR, A FILTER GROUP, 1
340097	M-1-C2	750687750687 RAIN CAP EXHAUST GROUP, 1
340098	M-4-C3-3B	957148957148 REGULATOR - WATER TEMPERATURE, 1 111-8010
340099	M-1-C1	THERMOSTAT JW HEATER, 127-6260
340100	M-1-C2	OIL PAN GASKET, 169-4199 1
340101	M-1-C1	FILTER, OIL, CATERP LLAR, 1R0739 1
340102	M-1-C1	FILTER, FUEL, CATERPILLAR, 1 EMERGENCY GENERATOR, 1R0750
340103	M-4-C3-2B	PLUG OIL PAN, 2A3852 2
340104	M-1-C1 M-4-C3-3C	CRANK CASE BREATHER, 2009162  1  1    GREASE FITT NG-FAN DRIVE, 3B8489  1  1
340105	M-4-C3-3C	RELAY CONTROL GROUP, 3E9362
340107	M-4-C3-2A	LAMP (MINIATURE) PANEL GROUP, 2
340108	M-2-C3	3N5719 ELEMENT AIR CLEANER, 4L98524L9852 2
340109	M-4-C3-3C	
340110	M-4-C3-2D	5N54995N5499 LAMP (GREEN) PANEL GROUP, , 1 5N55015N5501
340112	M-1-C2	RADIATOR HOSE, , 5P12625P1262
340113	M-4-C3-2D	RADIATOR CAP, , 6L86176L8617
340114	M-4-C3-3A	OIL FILTER CAP, , 6N29856N2985
340115	M-4-C3-2C	LAMP PANEL GROUP, 7G97307G9730 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
340116 340117	M-4-C3-2A	LAMP PANEL GROUP (28/0L1), 3 7N58767N5876 DUST CAP - O L FILTER BASE GROUP. 1
340117	M-4-C3-2A	8C3445 FUSE, 1 AMP, EMCP CONTROL, 8K4644 10
340119	M-1-C1	V BELT SET, 8L4526 1
340120	M-4-C3-2C	FUSE, 12AMP VOLTAGE REGULATOR, 2
		9Y8419

340121 M-3-B8	NOTIFIER AUTOMATIC F RE ALARM: 1 IONAZATION DETECTORS1400
340122 M-3-B8	ALTERNAT NG PANEL (ONE PWR) 1
340123 M-4-A5-4A	TRANSFORMER 014-P-104 ALTERNAT NG PANEL (ONE PWR) RELAY
340124 M-4-A5-4A	APDT 014-P-175 ALTERNAT NG PANEL (ONE PWR) RELAY
340125 M-4-B5-3C	ALTERNATING PANEL (ONE PWR) DELAY
340129 M-3-A1	TIMER 014-P-533 RELAY, CURRENT DF, TYPE SEL-587, 5 1
340130	OUTPUT 2 INPUT 0587003X531 CONTACTOR, 18A, 600VAC, 3POLE, 1
340131 - W-3-D8	100C23D10 TRANSFORMER, MODEL 143, 50:5A RATIO
340132 M-3-B0	C20 RELAY, WIN 7.31", 143-500 TIMER, 120VAC, 0.1 TO 10 SEC DELAY, 1
340132 M-3-D9	PLUG -IN TYPE OCTAL BASE.1A366
340133 M-3-C9	SWITCH, BREAKER CONTROL, SER ES 1 24,PISTOL GR P; CLOSE, & TRIP, 2438D
340134 M-3-B10	CURRENT TRANSFORMER, TYPE 365, 1
340135 M-3-B8	4000/5 RATION365-402 BREAKER, 15A, 2 POLE, TYPE HFD, . 1
340138 M-3-A9	3P15A TRANSTORMER, 120/120V AC, 150VA @30
340139 M-3-B8	DEG.C.460-120 TRANSFORMERS, 480V PRI, 120V SEC. 1
	MODEL 460, OPEN DELTA, 460-480
340140 M-3-B9	CURRENT TRANSFORMER, MODEL 5, 50/5 1 1 RATIO 5SFT500,
340141 M-4-A5-1D	TIMER, 120 VAC, .1 TO 10 SEC DELAY, 1
340142 M-4-A5-2C	PLUG-N TYPE OCTAL BASE, 5X828, KIT, CONTACT, SZ 1 AND 2, , 3P6-65-2 1
340143 M-4-A5-1C	KIT, CONTACT, SZ 2, , 3P6-65-8 1
340144 M-4-B5-1D	RELAY, 120VAC, 11 PIN, 3PDT, 700- 1 HA33A1
340145 M-4-B5-1C	RELAY, 120VAC, 60HZ, 4 FORM "C" 5A 1 RATED CONTACT, 700-HC24A1
340146 M-4-A5-4C	8 PIN PLUG - N BASE, PANEL OR D N 1 RAIL MOUNT, 700-HN125
340147 M-3-A10	TRANSFORMER, MODEL 780, 2000 5A 1 RATIO, C200 RELAY, 780-202
340148	SWITCH, LOCK-OUT RELAY, SERIES 24, 5
340149 M-3-C8	DECK 125/DC COIL 7805D TRANSFORMER, MODEL 785, 500:5A 1
	RATIO C100 RELAY CLASS785-501
	PUSHBUTTON, 800T, BLACK, WITH 1N.O 1 1N.C.CONTACT 800T-A2A
340151 M-4-A5-2D	SWITCH, SELECTOR, 2 POSITION WITH 1 1 1 N.O1 N.C. CONT A800T-H2A
340152 M-4-A5-1A	PILOT LIGHT, 120 VAC TRANSFORMER 1 TYPE, GREEN LENS, 800T-P16G
340153 M-4-A5-2A -	PILOT LIGHT, 120 VAC TRANSFORMER
	TYPE, RED LENS, 800T-P16R
340154 M-4-A5-2A	COIL, CONTACTOR, SZ 1/2 120V 3P9-2703-
340156 M-3-B8	STARTER, 120V, SIZE 2, AN16GN0AB
340162 M-4-C5-4A	20 AMP, 1 POLE BRANCH C RCUIT 4 BREAKERS, TYPE BABBAB1020
340163 M-4-C5-4C	BREAKER, 30A, 1 POLE, TYPE BAB1030 2
340164 M-4-C5-3D	BREAKER, 20A, 2 POLE, TYPE BAB2020 3
340165 M-1-A11	RELAY, GROUND FAULT, GSU, TYPE BE1-
340166 M-3-B9	RELAY, SYNC CHECK, 120VAC NPUT,
340167 M-4-A5-3B	PN:BE3-251A1N4 INTERLOCK, 2NO/2NC, C320KGT15 1
340168 W-3-D8	TRANSFORMER, 2 KVA, 4160V PRI-
	120/240V SEC34.7:1 CPT3-60-2-4161FF
340169 M-4-A5-3C	LIGHT, 120VAC, 30MM, GREEN LENS 1 TRANSFORMER, 60HZCR104PLG32G
340170 M-4-C5-2D	LIGHT, 120VAC, 30MM, RED LENS 1 TRANSFORMER, 60HZCR104PLG32R
340172 M-3-B10	BREAKER, 40A, 2 POLE, TYPE GHB2040 2

	AKER, 15A, 2 POLE, TYPE GHB2015 1
340174 M-3-B10 BRE	AKER, 20A, 2 POLE, TYPE GHB2020 1
	TFIER AUTOMATIC F RE ALARM: 1 1
340178 M-3-B9 BRE	AKER, 20A, 3 POLE, THERMAL, 2
340179 M-3-A9 TEF	MINAL BLOCK, MODEL 1KU, 12 3
340181 M-3-B8 TEF	E.IKU12C MINAL BLOCK,NON-SHORTING, 600V, 3 IGE 18-10 AWG, 2 POLE IKU2C
	MINAL BLOCKS, MODEL 1KU, 4
340183 M-3-C8 TEF	E.IKU4C MINAL BLOCK, SHORT NG TYPE, 2 /, RANGE 18-10 AWG, 4 POLE IKU4SC
340184 M-3-B9 TRI	PHKD 350AKT350T
	ITACT, BLOCK, C-2000 RELAY, 2 1 1 2NC CONTACT- A600, MARN422AT
	AY, CONTROL, C-2000 MINI TYPE, 4 1 1 1 4 A A A A A A A A A A A A A A A
340187 M-4-C5-1C LIG 16M	LMCRA040ATJ TT, SWITCHBOARD, AMBER, 125VDC, 1 1 1 . M, 2000 OHM RESISTOR, MRL125D55-
340188 M-4-C5-1C LIG	LAR TT, SWITCHBOARD, BLUE, 125VDC, 1 1 M, 2000 OHM RESISTOR MRL125D55-
340189 M-4-C5-1B LIG 16M	LBL TT, ŚWITCHBOARD, GREEN, 125VDC, 1 1 1 . M, 2000 OHM RESISTOR MRL125D55-
340190 M-4-C5-1A LIG 16M	LGN TT, SWITCHBOARD, RED, 125VDC, 1 1 M, 2000 OHM RESISTOR MRL125D55-
340191 M-4-C5-1B LIG	LRD IT, SWITCHBOARD, 125 VDC, GREEN 1 1 S AND LED, MRL125DL48-MPLLGN
	IT, SWITCHBOARD, 125 VDC RED
340193 M-4-C5-1A LIG	S AND LED, MRL125DL48-MPLLRD TT, SWITCHBOARD, RED, 125VDC, 1 M, RESISTOR, MRL24D24-MPLLRD
500	NSFORMER, 4200: 120V, 35:1 RATIO,11 /A AT 55 C WITH (2) 10E FUSE PTW3-
340196 M-4-C5-4B HOL	-422FF DER, FUSE, 600VAC/300VDC, 30A,2
340197 M-4-C5-3C HOL	C11 DER, FUSE, 600VAC/300VDC, 30A, 2 1
	E, USCC21 DER, FUSE, 600VAC/300VDC, 30A, 5
	111 NSFORMER, 30KVA, 480V PRI, 120V SEC, TYPEDT-3, V48M28T30K
	NSFORMER, 45KVA, 480V PRI,11
	IMER, V48M28T45K NSFORMER, 15KVA, 480V PRI, 1 120V SEC, TYPE EPT, Y48D28T15N
340202 M-4-C5-3B INTI	RLOCK 1NC C320KGS2
340474 M-4-B3-2B GAS	IKET, 2"/ 60,3MM, LUBE OIL VAPOR 1 URN P PING AT BEARING, GASKET
	LE 75 77 78 BLUE STRIPE AY, SEAL IN, 909-200-01 1
350001 M-4-A1-3A SEA	10368/A, HBE ENG. L, SERVICE H20 REG VLV, DLPM-12-
350002 M-4-A1-3A PRE	10368/A HBE ENG. SS. RING, SERVICE H20 REG VLV, 1
350003 M-4-A1-3A DAM	M-12-015-10368/A HBE IPEN NG VALVE, SERVICE H20 REG 1
350004 M-4-A1-3A SL [	DLPM-12-015-10368/A HBE E RING, SERVICE H20 REG VLV, 1
350005 M-4-A1-3A SEA	M-12-015-10368/A_HBE
350006 M-4-A1-3A SPR	ENGINEERING ING, DEM N H20, DLPM-08-015-
350007 M-3-B6 ELE	58/B_HBE_ENGINEERING MENT, UV, CLASS 1 DIV 2, 1 1
	IEYWELL C7012F1052

350008 M-3-D11	VALVE, RED HAT, SOLENOID, 120 VAC, 1 EF8215G53 EF8215C53
350010 M-1-C8	REGULATOR, AIR, 5 TO 150 PSIG, 1/2" 4 PIPE SIZE, R74G-4AT-RMG, P/N 4959K23
350011 M-1-C8	BRACKET, MOUNT NG, 4 FILTER/REGULATOR, 4324-50, P/N
350012 M-3-D11	4910K98 SWITCH, PRESSURE, FUEL GAS, MYERS, 2 646GZEM1
350014 M-3-B9	SWITCH, 4"-1.6" WC, DWYER, 1950-1
350015 M-3-B5	METER, FLOW, 500 SCFM - 7000 SCFH, 1 HALLIBURTON, 100003398/1 01001044/10
350017 M-3-B7	0005100 REGULATOR, PRES REDUC NG, 3-20 PSI, 1 SET AT 5, FISHER, 64-26
350018 M-3-D11	SWITCH, LVL, 1-1/2" GUAGE CONN, LINC, 1
350021 M-3-B6	L471-01-017/ 700-01-01 HOSE, FLEXIABLE, 6" AIR P PE 6" LONG 1 WITH 2 SS HOSE CLAMPS, NORTH
350023 M-3-B7	AMERICAN MFG., SWITCH, HIGH BATH TEMP, 100-300 DEG 1 F, 3/4" PROCESS CONSPDT, BURL NG,
350025 M-1-C11 -	BIX REGULATOR, PRESS, 1/4" NPT END CONN 1 STD TRIM SPRING 5-35 SET @ 20 PSIG,
350026 M-3-B9	FISHER, 67CFR-235 SWITCH, PROXIMITY, MAGNUM, SILVER 1
350027 M-3-D11	BULLET TRANSDUCER, 4-20 MA INPUT AT 3-15 2 PSI, ROSEMOUNT MODEL # 3311, FISHER
350030 M-4-D5-1A	MODEL # 846 G755 6.3V .15A T3-1/4 MIN BAY LAMP, 10
350031 M-4-A5-4B	PILOT HEAD, RED, SQ D, ZB2BV04 1
350032 M-4-A5-4B	PILOT HEAD, AMBER, SQ D, ZB2BV05
350033 M-4-A5-4B	PILOT HEAD, WHITE, LIGHT, SQ. D, 1
350034 M-3-B7	BREAKER, SP-120V-10A, SQ D, QOU110 1
350035 M-3-B7	DWYER, # 16A2055-926, , 16A2055-926, 1
350036 M-3-B7	CONTROLLER, TEMP, DWYER, 16A2055-
350037 M-3-C8	934 SWITCH, FLAME, 120V 50/60 HZ PRI, 1
350038 M-3-B9	HONEYWELL, RM7823A1016 TIMER, 3 SEC FLAME FAILURE 1 RESPONSE, HONEYWELL, R7847C1005
350039 M-3-B9	DISPLAY, KEYBOARD, HONEYWELL, 1 S7800A1001
350040 M-3-B6	POWER SUPPLY, PLC, G.E., 1 1C6939WR321
350041 M-3-B6	CARD, PLC NPUT, G.E., IC693MDL645
350042 M-3-B6	CARD, PLC OUTPUT, G E., IC693MDL930
350043 M-3-D11	HEATER, ENCLOSURE, HOFFMAN,
350044 M-4-D5-1A	DAH2001A TIMER, WATCHING, BRENTEK,
350045 M-3-B7	WDT24DT64 SPARK IGNITOR PART OF BR-100, 1
350046 M-4-G4-1A	ECLIPSE, 11941 BEARING, BALL SKF 5306 AC3, 8049- 2
350047 M-4-B4-1A	30600 LOCKNUT, BRG SKF N-06, 8601-0006
350048 M-4-G4-1A	BEARING, BALL SKF 6207, 8050-20760 2
350049 M-4-B4-1A	SEAL LABY, NBOARD, D08717A02 6241 1 1
350050 M-1-B2	GASKET CASING, 70782-81 5127
350051 M-4-B4-1A	R NG, RTNG, 58101 281
350052 M-4-B4-1A	LOCKWSHR, BRG SKF W-6, 8910-0006
350053 M-4-B4-1A 350054 M-4-B4-1A	KEY, SQUARE END, 49568 61 2213 1
350054 M-4-B4-1A 350055 M-4-B4-1A	O-RING AS568-236, C02495A23 6359
350056 M-4-B4-1A	O-RING AS568-20, C02495A20 5304
350056 M-4-B4-1A	O-RING AS568-24, C02495A20 5304
350058 — — — <u>M-4-B4-1A</u> — —	O-RING AS568-220, C02495A220 5304

	350059	M-4-B4-1A	O-RING, C02495A146 5304 1
	350060	M-1-B2	KIT, MA NTENANCE SEAL ST, R196-MKS6
	350061	I-1-Ā	SMART TRANSMITTER ELETRONICS, HP 3
	350062	M-3-D9	& GP & AP, 01151-0948-0203 TRANSMITTER, LEVEL, AC CONTROLS, 1
	350063	M-3-D9	SON51K-U-D-B-X-N-N TRANSMITTER, METER, COND, AC
	350064	M-4-C3-3D	CONTROLS, APT2000CC-H-00-E00 SINTERED SST FILTER KIT, AC 1
	350065	I-1-A	CONTROLS, H411314-40151 SENSOR, A R HDR MOISTURE, AC 1
	350066	I-1-C	CONTROLS, H411314-40194 CALIBRATION KIT, AC CONTROLS, 1
	350067	M-3-C7	H411314-L0001 TRANSMITTER, RANGE 4AP (11 IN HGA), 1
	350068	M-3-C7	316L SST, 01151-0054-0042 TRANSMITTER, RANGE 5HP (750 IN H2O), 1
	350069	M-3-C7	316L SST_01151-0112-0052 TRANSMITTER, RANGE 3DP (30 IN H2O), 1
	350071	M-3-C7	316L SST_01151-0230-0032 TRANSMITTER, RANGE 5DP, GP (750 IN1
	350072	M-3-C7	H2O) 316L SST_01151-0230-0052 TRANSMITTER, RANGE 6GP (100 PSIG), 1
	350073	M-3-C7	316L SST_01151-0230-0062 TRANSMITTER, RANGE 7DP (300 PSID),1
	350074	M-3-C7	316L SST_01151-0230-0072 TRANSMITTER, RANGE 7GP (300 PSIG), 1
	350075	M-3-C7	316L SST_01151-0041-0072 TRANSMITTER, RANGE 8DP (1000 PSID), 1
	350080	M-1-C1	316L SST_01151-0230-0082 THERMOSTAT KIT, CUMMINS, 3802273 1
	350082	M-2-B3	AIR CLEANER ELEMENT, ENGINE, 1
	350083	M-1-C2	FLEETGUARD, AF-1735K FUEL INJECTOR KIT, CUMMINS, 3802333 1
	350084	M-1-C2	ALTERNATOR BELT, POLY COG, DAYCO,
	350085	M-1-C2	5080537, 8FK1385 FÜEL TRANSFER PUMP, CUMMINS, 1
	350087	M-1-C2	3936320 CĂP HEAT EXCHANGER, CUMMINS, 1 1
	350091	M-3-D14	3910344 ASSEMBLY, T31-1080T COUPL NG 1
	350092	M-3-D14	COVER, FALK, 266-0837-650 HUB, SPACER, T31-1080T COUPLING 1
	350093	M-3-D14	HALF, FALK, 256-2795-650 HUB, SHAFT, T31-1080T COUPLING, FALK, 1
	350095	M-3-D14	256-2799-648 BUSH NG, 13B COUPL NG, WOODS, 136-10-10-10-10-10-10-10-10-10-10-10-10-10-
	350096	M-3-D14	0180-648 BUSH NG, 13B COUPL NG, WOODS, 136
	350097	M-3-D14	COUPLING, 13B COUPLING HALF, 1
	350098	M-3-D14	INSERT, 13 E ELEMENT, SIZE 13, TYPE E 1 COUPLING SLEEVE, ITEM # 2081603,
	3528	M-1-A6	APPLIED VALVE, SERVO, FUEL GAS, PILOT/C-
	3529-R1	M-1-A6	STAGE, 760N1177A, MOOG VALVE, SERVO, FUEL GAS, A/B-STAGE, 1
	3530	M-1-A6	760N1179A, MOOG VALVE, SERVO, INLET GU DE VANE
	3532	M-4-E4-4C	ACTUATOR, MOOG, 760N1174A VALVE, SOLENO D, FUEL GAS, 1 PILOT/A/B/C-STAGE, C54402-001,
	3537	M-1-D1	HYDRAFORCE O-RINGS, SPACER, 2"MOONEY, 021-244- 2
	3538	M-1-D1	01 SEAL, BODY,2" MOONEY,NITRILE, 102-016- 2
	3547	I-1-A	01 NOTIFIER, MOTHERBOARD, AMF RE, AFP- 1
	3597	M-3-D5	300-CPU ASSEMBLY, IGNITOR LEAD, SWPC, 4
	360000	W-3-D7	AUX0030087 BATTERY, LEAD SELENIUM, SD-7 2
	360001	W-3-D3	TUBE, CROSSFIRE, COMBUSTION, 26 W501F, 7951D97G03
	360003	M-3-A9	SWITCH, PRESSURE LUBE OIL, 80" H20, 1 UNITED ELECTRIC, J402-448-1520
1	360005	M-3-B10	SWITCH, Z STACKS, VOLTAGE REG, 3 ELECTROSWITCH, SER 24, 24702L0

360006	M-1-B1		RESTRICTOR, FLOW, LP BLEED VLV, 1
360007	M-3-B8		NUMATICS 5FC3 BOOSTER, VOLUME, 150#/150#, 1
360008	M-1-B1		FAIRCH LD 20823 SUPPORT, BRUSH MODULE, 1858J05G08 1
360009	M-4-A5-2B		GAUGE, 0-60, 2 1/2" FACE, ROSEMOUNT, 1
360010	M-4-B5-2B		GAUGE, 0-400, 2 1/2" FACE, ROSEMOUNT, 1
360011	W-3-T2		G425BSG15S THERMOUCOUPLE, LPG INDUSTRIES, 3
360012	GB-3		W7940D48-G01 GASKET, SP RAL WOUND, WITH RING, 2", 20 3/4/600#
360012	W-C-3F		GASKET, SP RAL WOUND, WITH RING, 2", 162
360013	GB-3		3/4/600# GASKET, SP RAL WOUND, WITH RING, 1", 12 3/4/600#, # 010030000085
360014	W-C-3F		GASKET, SP RAL WOUND, CGI, 1-1/2", 134 300#
360015	GB-1		GĂSKET, SP RAL WOUND, WITH OUT 59 R NG, 1 1/2", 150#
360015	W-C-3F		GASKET, SP RAL WOUND, WITH OUT 210 R NG, 11/2", 150#
360016	W-C-3D		GĀSKET, SP RĀL WOUND, WITH RING, 1 16 16 1/2/, 150#
360017	W-C-3D		GÄSKET, SP RAL WOUND, WITH RING, 20 3/4", 150#
360018	W-C-3D		GASKET, SP RAL WOUND, WITH RING, 1", 12 150#, 010010000085
360019	W-C-3D	-	GASKET, SP RAL WOUND, CGI-WITH 1 1 1
360020	W-C-3D	-	020010000085 GASKET, SP RAL WOUND, WITH RING, 8" 16
360021	- GB-1		150# GASKET, SP RAL WOUND, WITH OUT
360021	W-C-3E		R NG, 8", 150# GASKET, SP RAL WOUND, WITH OUT 17
360022	W-C-3E		R NG, 8", 150# GASKET, SP RAL WOUND, WITH RING, 10
360023	GB-1	-	10", 300# GASKET, SP RAL WOUND, WITH OUT 5
360023	W-C-3E		R NG, 12", 150# GASKET, SP RAL WOUND, WITH OUT 10
360024	GB-2		R NG, 12", 150# GASKET, SP RAL WOUND, WITH OUT 8
360024	W-C-3E	-	R NG, 12", 300# GASKET, SP RAL WOUND, WITH OUT 10
360025	W-C-3E		R NG, 12", 300# GASKET, SP RAL WOUND, WITH OUT 7
360025	GB-2	-	R NG, 8", 300# GASKET, SP RAL WOUND, WITH OUT 9
360026	GB-1	-	R NG 8" 300# GASKET, SP RAL WOUND, WITH OUT 5
360026	W-C-3E		R NG 14* 150# GASKET, SP RAL WOUND, WITH OUT 20
360027	GB-2	-	R NG 14" 150# GÄSKET, SP RAL WOUND, CGI - WITH 3 INNER R NG, 14", 300#, FLEXTALLIC,
360028		-	14003000085 GASKET, SP RAL WOUND, WITH OUT 5
360028			R NG 18" 150# GASKET, SP RAL WOUND, WITH OUT 5
360029		-	R NG 18" 150# GASKET, SP RAL WOUND, CGI. WITH 12
360030			R NG 6" 300# P/N 060030000085 GASKET, SP RAL WOUND, WITH OUT 17
360031		-	R NG 6° 300# GASKET, SP RAL WOUND, WITH OUT 10
360031		-	R NG 6° 150# GASKET, SP RAL WOUND, WITH OUT 12
360032	GB-2	-	R NG, 6", 150# GASKET, SP RAL WOUND, WITH OUT 12
360032	W-C-3E	-	R NG, 4", 300# GASKET, SP RAL WOUND, WITH OUT 18
360033	GB-2	-	R NG, 4", 300# GASKET, SP RAL WOUND, WITH RING, 4", 6
360033		-	300# GASKET, SP RAL WOUND, WITH RING, 4", 11
360034	- w-c-3D	-	300# GASKET, SP RAL WOUND, WITH RING, 3", 28 28
360035	GB-3	-	3/4/600# GASKET, SP RAL WOUND, WITH OUT 9
		-	_R_NG, 3", 3/4/600#

360035 W-C-3F	GASKET, SP RAL WOUND, WITH OUT 37 R NG 3" 3/4/600#
360036 GB-2	GASKET, SP RAL WOUND, WITH RING, SS 1 OUTER RING 12" 300#
360037 GB-1	GASKET, SP RAL WOUND, WITH OUT 2 R NG 16° 150#
360038 W-C-3D	GASKET, SP RAL WOUND, CGI - WITH 6 INNER R NG, 6", 150#, FLEXTALLIC, 060010000085
360040 GB-3	GASKET, SP RAL WOUND, WITH OUT 6
360040 W-C-3E	R NG 12" 600# GASKET, SP RAL WOUND, WITH OUT 7
360041 W-C-3E	R NG 12" 600# GASKET, SP RAL WOUND, CGI - WITH 5 INNER R NG, 12", 600#, FLEXTALLIC, 12006000085
360042 W-C-3D	GĀSKĒT, SP RAL WOUND, CGI - WITH 7 INNER R NG, 4", 150#, FLEXTALLIC, 040010000085
360043 GB-4	GASKET, RED RUBBER, 1/8" THICK, 10", 9
360044 GB-4	GASKET, WHITEGARLOCK, 1/16" THICK, 10 10
360045 GB-3	10" 150# GASKET, GRAFOIL, 1/8" THICK, 12", 300# 20
360046 GB-3	GASKET, GRAFOIL, 1/8"THICK, 10", 300# 12
360047 GB-3	GASKET, GRAFOIL, 1/8"THICK, 8", 150# 10 10
360048 GB-3	GASKET, GRAFOIL, 1/8" THICK, 8", 300# 20
360049 GB-3	GASKET, GRAFOIL, 1/8"THICK, 6", 300# 16
360050 M-3-B11	RECEPTICAL, WELDING, CROUSE-HINDS,
360053 — M-3-B11 — -	CPS532201 BREAKER, 30A, 3 POLE, STYLE 4 66D1546G04, CUTLER-HAMMER
360054 M-3-B11	HMCPE030H1C BREAKER, 150A, 6601C87G11, CUTLER- HAMMER HMCP150T4C, MOTOR CIRCUT
360055 M-3-B11	PROTECTOR ARRESTOR, LIGHTNING 277/480V, 1
360058 M-3-B8	DELTAL, LA 601
360059 M-1-D8	CATERPILLAR, 9Y6497 PROBE, KEY PHASER, SWPC, 2275J77011 3
360060 M-3-B11	BREAKER, 480V 80A, STYLE 6639C86G94, 1 CUTLER-HAMMER HFD3080
360061 M-3-A7	COVER, RECEPTICLE, ALUMINUM WET 8
360062 M-1-A1	LOC, FSK-WT2 VALVE, GLOBE, THREADED FITTING, 1" 9
360063 M-1-A1	150#, BRONZE, JENK NS 106BJ*010 VALVE, GLOBE, THREADED FITTING, 3/4" 7 150#, BRONZE, JENK NS 106BJ*006
360064 M-1-A2	VALVE, GLOBE, THREADED FITTING, 1 5
360065 M-1-A2	1/2" 150#, BRONZE, JENK NS 106BJ* VALVE, GLOBE, THREADED FITTING 3/8" 10
360066 M-1-A1	150#, BRONZE, JENK NS 106BJ* VALVE, GLOBE, THREADED FITTING, 1/2" 1
360067 M-1-D2	150#, BRONZE, JENK NS 106BJ* GAUGE, 0-500 PSI, 5" FACE, , DWYER, 2
360068 M-1-A2	2005 W20N VALVE, RED HAT, SOLENOID, 120 VAC, 2
360069 M-3-D11	EFHT8320G202 TRANSFORMER, IGNITION, 120V/6000V, 1 175A/20M LLI A, DONGAN, A0G-SA6
360070 — — M-1-B2 — — —	GAUGE, PRESSURE, 0-30 PSI, 2" DIAL, 1 1/4" NPT BACK, ASHCROFT, 20W1005 H
360071 — — — M-3-B5 — — —	02B RECEPTICLE, ANGLE PLUG, 2 POLE 3 1 WIRE, 30 AMP, 250V., LEVITON , 931
360072 M-1-B4	REGULATOR, 1/4*, W/HANDWHEEL, 0-35 1 PSI SPR NG FS67CFR-224/K
360073 M-3-A8	TRANSMITTER, PRESSURE, 0-250 IN H2O, 2 3051CD2A02A1AH2DF
360074 M-3-A7	VALVE, SOLENO D, 2 WAY, 24VDC, 1" N/C, 1
360075 M-1-D2	ASCO EFHT8215650 GAUGE, DIFFERENTIAL, 0-15 PSI, 5" 3 FACE DIVER 230
360076 M-1-A3	FACE DWYER 2330 VALVE, CHECK, PILOT WTR, PARKER, 7 8Z(A)-C8L-1-T-SS

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	360078	GB-3	GASKET, SP RAL WOUND, WITH OUT 10
	360078	W-C-3E	RNG 4" 600# GASKET, SP RAL WOUND, WITH OUT 15
	360079	GB-3	RNG 4" 600# GASKET, SP RAL WOUND, WITH OUT 18 18
	360079	W-C-3F	R NG 1 1/2" 3/4/600# GASKET, SP RAL WOUND, WITH OUT 75 75
	360080	W-C-3F	R NG 1 1/2" 3/4/600# GASKET, SP RAL WOUND, WITH OUT 25
	360080	GB-1	R NG 1" 150# GASKET, SP RAL WOUND, WITH OUT 38
	360081		RNG 1" 150# GASKET, SP RAL WOUND, WITH OUT 21
	360081	W-C-3F	_R NG_2"_3/4/600# GASKET, SP RAL WOUND, WITH OUT 50
	360082	GB-1	_R NG, 2", 3/4/600# GASKET, SP RAL WOUND, WITH OUT 14
	360082	W-C-3F	_R NG, 2", 150# GASKET, SP RAL WOUND, WITH OUT 25
	360085	GB-3	RNG, 2", 150# GASKET, SP RAL WOUND, WITH OUT 7
	360085	W-C-3F	_R NG, 1", 3/4/600# GASKET, SP RAL WOUND, WITH OUT 50
	360086	GB-1	_R NG, 1", 3/4/600# GASKET, SP RAL WOUND, WITH OUT 48
	360087	GB-1	R NG, 3/4", 150# GASKET, SP RAL WOUND, WITH OUT 47
	360088	GB-1	R NG, 1/2", 150# GASKET, SP RAL WOUND, WITH OUT
	360088		R NG, 3", 150# GASKET, SP RAL WOUND, WITH OUT 28
	360089	GB-1	RNG, 3", 150# GASKET, SP RAL WOUND, WITH OUT
	360089	W-C-3F	RNG, 4", 150# GASKET, SP RAL WOUND, WITH OUT
	360090	GB-1	_R NG, 4", 150# GASKET, SP RAL WOUND, WITH OUT 10
	360090	W-C-3E	_R NG, 5", 150# GASKET, SP RAL WOUND, WITH OUT 15
	360091	W-C-3E	_R NG, 5", 150# GASKET, SP RAL WOUND, WITH OUT9
	360091	GB-2	R NG, 5", 300# GÄSKET, SP RAL WOUND, WITH OUT 16
U.	360092	GB-3	R NG, 5", 300# GASKET, SP RAL WOUND, WITH OUT 4
	360092	W-C-3F	R NG, 8", 600# GASKET, SP RAL WOUND, WITH OUT 10
	360093	W-C-3E	R NG, 8", 600# GASKET, SP RAL WOUND, WITH OUT 5
	360093	GB-2	RNG 10" 300# GASKET, SP RAL WOUND, WITH OUT 9
	360094	GB-1	R NG 10" 300# GASKET, SP RAL WOUND, WITH OUT 5
	360095	GB-4 = = = = =	R NG 10" 150# GASKET, GRAFOIL, 6", 150# 24
	360095	W-C-3A	GASKET, GRAFOIL, 6", 150# 24
	360096	GB-4	GASKET, GRAFOIL, 1 1/2", 150# 25
	360096	W-C-3C	GASKET, GRAFOIL, 1 1/2", 150# 170
	360097	GB-4	GASKET, GRAFOIL, 3/4", 150# 25
	360097		GASKET, GRAFOIL, 3/4", 150# 175
	360098		GASKET, GRAFOIL, 3/4 , 150# 175
	360098		GASKET, GRAFOIL, 1", 150# 190
	360099		GASKET, GRAFOIL, 4", 150# 12
	360099		GASKET, GRAFOIL, 4", 150# 30
	360100	GB-4	GASKET, GRAFOIL, 2", 150# 26
	360100	W-C-3A	GASKET, GRAFOIL, 2", 150# 170
	360101	GB-4	GASKET, GRAFOIL, 3", 150# 21
	360101	W-C-3D	GASKET, GRAFOIL, 3", 150# 75
	360102		VALVE, BALL, 1/2", THREADED END, NPT, 2 STAINLESS STEEL, APOLLO P/N 76F-103- 01, MCMASTER CARR # 46495K21
	360103	M-1-A3	VALVE, BALL, 374", THREADED END, 9
	360104	M-1-A3	APOLLO 76F-104-01 VALVE, BALL, 1", THREADED END, 3
			APOLLO 76F-105-01

360105	M-1-B3	VALVE, BALL, 3/8", THREADED END, 2
360106	M-1-B3	APOLLO 76F-102-01 VALVE, BALL, 1/4", THREADED END, 2 APOLLO 76F-101-01
360107	I-1-B	MODULE, E-STAND: 04, TXP, 6ES7 153- 1AA03-0XB0
360108	I-1-B	CARD, BIOS-REVISION, TXP, 6DD1611-
360109	M-1-C4	FILTER, GR. 10 COALESCER, PARKER 7 10H10H-025X8
360110	M-1-D5	DRYER, DESICCANT, X2504000, PN# 6 360110
360111	M-1-A4	VALVE, GLOBE, THREADED FITTING, 2" 5 150# JENKINS 300CWP M-1-A4
360112	M-4-C4-1C	RELAY, 24VOLTS, MSD NC., TXP TRIP 2 STRING RELAY, 219FXX69PL 2
360113	M-4-C4-1B	SOCKET/FRONT, MSD INC., 33377 3
360114	M-1-A4	VALVE KIT FOR DRAIN PUMP, 1-1/2 DCV- 5 4, VALVE #1348300 DC4 40MM, KIT #C 2
360115	M-1-A1	69900 VALVE, ASCO RED-HAT VALVE, 120/60, 8 110/50 T564394 EF8210G87
360117	M-1-A4	VALVE, ASCO RED-HAT VALVE, 2 EF8210687
360119	M-2-B1	FILTER, TYPE KZ1, BETA 1>Z=200, 4 MICROGLASS, SCHROEDER, CART
360120	M-2-B1	MODEL KF32KZ1SD FILTER, BETÄ 3>=200, MICROGLASS, 1
360121	M-2-B1	SCHROEDER SBF-9601-823B FILTER, BETA 3>=200, SFB-9600-823B, 1
360122	M-3-B3	SCHROEDER FUSE, FUSETRON, FRS-R-200 6
360123	M-3-B3	FUSE, FUSETRON, FRS-R-100 2
360124	M-3-B3	FUSE, CURRENT LIMITING, HIGH 5 VOLTAGE, 25CLPT5E
360125	M-3-B3	FUSE, FUSETRON, FR5-R-30 15
360126	I-4-C1-Q	FUSE, BUSS, D-4256, NON-10 ONE TIME 7
360128	M-3-B3	FUSE FUSE, CLASS RK5, CURRENT LIMITING, 6 200AMP 600V GOULD
360129	M-1-B6	ELEMENT, HEATER, 250W, 240VOLT,D- 2 4256
360130	M-4-F5-1A	ALARM, F.R.E. MULTITONE W/STROBE, 1 WP, 24V, HIGH, RED, WH-125132 AND WH- 105046 BACK BOX, SURFACE, N/OUT,
360131	M-3-C4	RED ANALOG INPUT MODULE, TXP, ANALOG 2 EINGABE, AI8*12BIT, 6ES7331-7KF02-0AB0
360132	M-1-A5	VALVE, SOLENO D, COIL, 125VDC, 2 PARKER, H2723N
360133	M-3-C4	BUSCONNECTOR, SIMATIC, SIEMENS, 1 6ES79720BB400XA0
360134	M-4-B1-1A	VALVE, CARTRIDGE, 3 WAY, G5261-001 3 (MANIFOLD REBUILD KIT, PART10F4 SEE
360135	M-4-B1-1B	360135,136&137 VALVE, SOLENO D.C54402001,(MAN FOLD 3 REBU LD KIT PART 2 OF 4,SEE PARTS 360134,136,137)
360136	M-4-B1-1B = =	VALVE, CHECK, A55221-3, (MANIFOLD 3 REBULD KIT PART 3 OF 4 SEE
360137	M-4-B1-1B	PARTS,360134,135,137) ORFICE ASSEMBLY,42950-115,(MANIFOLD 3 REBU LD KIT PART 4 OF 4 SEE PARTS
360138	M-4-C1-1	360134,135,136) SPLICE KIT, MOTOR LEAD INLINE, 3M, 78-55
360139	M-1-A4	8096-4636-3 VALVE, TRUELINE BALL, HOWARD 1 MARTIN, N650-T, 1-1/2" NPT SS BODY
360140	M-4-D4-1C	SWITCH, 3 POS, SEL, CUTLER-HAMMER, 1 E34VPBK1-Y1
360141	M-4-D4-1B	CONTACT BLOCK, 2N.O., CUTLER 5 HAMMER, 10250T2
360142	M-4-D4-1A	PADLOCK ATTACHMENT, FOR 5 PUSHBUTTON & KNOB, CUTLER
360143	W-3-C8	HAMMER, 10250TA38 GASKET, T/C, HEAD CAP INSULATOR, 16 PYCO, 85741
360144	W-3-C8	GASKETS, T/C, HEAD CAP, PYCO, 85716 33
1	SWITCH, KNOB SEL., BLACK NON- 9 LLUMINATED, CUTLER HAMMER,	
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360146 M-4-D4-2B C	22XBJ1D CONTACT KIT, FOR ME SERIES, CUTLER-	
360147 W-3-C8 T	HAMMER 2184A10G14 HERMOCOUPLE, LPG NDUSTRIES, 8	
360148 W-3-C8 T	DWG#897C244-G01 HERMOCOUPLE, HEAD CAP, LGP ND., 8	
360150 M-4-B5-3A F	DWG#897C316-001 PHOTOCONTROL, OUTDOOR LIGHTING, 1 1 FLUSH MOUNT NG, 120VAC, 50/60HZ, FDUK MODINT NG, 120VAC, 50/60HZ,	
360151 W-3-C8 F		
360152 W-3-C8 F	UEL GAS SSI CT/CW-103 RTD, BYPASS TEMP SENSOR, SSI, 1	
360153 W-3-C8 S	DT/CW 100 SWITCH, LEVEL, KNOCKOUT DRUM 2 2 DRA N TANK, MAGNETROL, KR\$#CEKG40CL222	
360154 W-3-C8 F	ROBE, LEVEL, KKS#CEKG40CL221,8AA- A1A-029,MAGNETROL,FUEL GAS	
	SWITCH, LEVEL, HEAD ONLY, 22 MAGNETROL, 082-8303-400/8AA-1A1A-030	
360157 M-4-F5-1B	SPEED SENSOR, VOITH, Q100880 6 6	
	PRESSURE RING, 350/292, ABB,1	
	SEALING RING, 100X20, ABB, G60-609 3	
L	SENSOR, COMBUST BLE GAS,33 .EL,3/4*NPT, DET-TRONICS, CGSS1A6C2R1X, P/N 006824-001	
360161 M-1-B4 M	MÜFFLER, REL-VL-VALV, MALE, MPT, MAX 6	
360162 M-3-B4 C	SASING, FOR COMBUSTABLE GAS 3 3 TRANSMITTER (2200356), DET-TRONICS, 006264-013	
360163 M-1-B3 S	WITCH, PUMP, SJE PUMPMASTER PLUS, 1 15FT, 120VWPLUG, 15PMPD1WP, A2E21	
C	RELĀY, DRIVĒR, MODULE, GP. DATERPILLAR, EMERGENCY DIESEL GENERATOR, 9X0203	
360165 M-4-B5-4B A	AUDIO LEVEL, VOLUME CONTROL, GAI- TRONIX 12506-001	
360166 M-4-B5-4A F	HOTOCONTROL, OUTDOOR LIGHTING, 3 MCMASTER CARR PN 7027K31	
	RELAY, INTERPOSING, 3PDT, 120VAC, 3	
360168 M-4-C4-4B F	RELAY, INTERPOSING, DPDT, 120VAC, 3 DAYTON 5X827	
360169 M-4-C4-4C F	RELAY, INTERPOSING, DPTD, 24VDC, 5 DAYTON 5YP80	
	RELAY, SOCKET, TYPE A, DAYTON, 5X852 6	
360171 M-4-C4-3C F	RELAY, SOCKET, TYPE C, DAYTON, 5X853 3	
	RELAY, MOTOR MANAGEMENT, 777777777777777777777777777777777777	
360174 I-1-C	EENSOR, AMMONIA, MIL-RAM 2 TECHNOLOGY 09-2211	
360175 I-1-C E	BOARD, AMMONIA DETECTOR, MIL-RAM 2 TECHNOLOGY, 02-2211	
360176 M-3-C10 1	ICUINOLOGY, 02221 IRANSFORMER, CONTROL, 150VA, 2 CUTLER-HAMMER, C0150E2AFB	
360178 M-4-B5-2C	CONTACT, AUXILIARY, TELEMECANIQUE, 1	
360179 M-3-C10 1	RANSFORMER, 150VA, PRI 230/460V, 1 SEC 115V, CUTLER-HAMMER, C0150E2A	
F	POWER LIGHT, ASSEMBLY KIT, RED, FOR 1 1 20MP CONTROLLER, CUTLER-HAMMER; 22HE, E22TL1, E22B2	
360181 M-4-C5-1D F	ZOTIE, EZZEL FOWER LIGHT, ASSEMBLY KIT, CLEAR, FOR PUMP CONTROLLER, CUTLER- HAMMER; E22H0, E22TL4, E22B1	
360183 M-4-B5-2C F	0.15A, 0.95W, #M0028 RELAY, CONTROL, PUMP CONTROLLER, 2 110V, 50/60HZ, TELEMECANIQUE,	
	CA2KN22E7	

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360184 M-4-C5-2B TIMER, MINIMUM RUN, PUMP 1 CONTROLLER CROUZET 88 867 215	
360185 M-3-C10 SWITCH, PRESSURE, 0-300, PUMP 1 CONTROLLER, POTTER, ADPS-300-1B-0	
360186 M-4-C5-2A LAMP, 756, DESEL PUMP CONTROLLER, 10 10	
360187 M-4-B5-2C 14V 0 8A # M0029 RELAY, DIESEL PUMP CONTROLLER, 1 3PDT, 12VDC COIL, CUTLER-HAMMER,	
J5PR3R1 360188 M-4-C5-2C ARRESTOR, LIGHTNING, SURGE 1 SUPPRESSOR, SINGLE PHASE, DELTA,	
360189 M-3-C10 LA302R MONITOR, POWER, PHASE REVERSAL, 1 PUMP CONTROLLER, SYMCOM, 250A-MET	
360190 I-4-G1-N HEATER, OVERLOAD, C-H, F91A 3	
360191 I-4-G1-N HEATER, OVERLOAD, C-H, F89A 12	
360192 I-4-G1-O HEATER, OVERLOAD, C-H, H2014B 3	
360193 I-4-G1-P HEATER, OVERLOAD, C-H, H2012B 3	
360194 I-4-G1-O HEATER, OVERLOAD, C-H, H2005B 3	
360195 I-4-G1-P HEATER, OVERLOAD, C-H, H2011B 3	e.
360196 I-4-G1-Q CONTACT, AUXILIARY, GEN BKR, SIDE 1 MOUNT, CUTLER-HAMMER, C320KGS6	
TANK HEATER, 120V, TELEMECANIQUE, LX1 FF095	
360199 GB-4 GASKET, BLACK GRAFOIL, 1/2", 150# 26	
360199 W-C-3C GASKET, BLACK GRAFOIL, 1/2", 150# 175	
360201 M-4-D5-4B SEAL, 4", SOFT TEFLON, 1-503-24-063 1	
360202 M-4-D5-4B SPRING, FOR CHECK VALVE MDL#1601AC 1 P/N 1-504-02-812	
360203 M-4-D5-4B PIPE PLUG, HEX P/N 1-507-01-318 1	
360204 M-4-D5-4B ROLL P N P/N1-562-10-152 1	
360205 M-4-D5-4B O-RING,BACK-UP P/N 1-503-02-658 1	
360206 M-4-D5-4C SEAL, 6" SOFT TEFLON P/N 1-503-24-065 1	
360207 M-4-D5-4C SPRING, P/N 1-504-02-820 1	
360208 M-4-D5-4C PIPE PLUG, HEX P/N 1-507-01-319 1	5
360209 M-4-D5-4D PIN,ROLL P/N 1-562-10-160 1	6
360211 M-4-D5-4D O-RING, BACK-UP P/N 1-503-02-761 1	
360212 M-3-D7 STARTER,SZ 3 3P 120V P/N A200M3CAC 1	
360213 M-3-D7 STARTER, SZ 4 3P 120V P/N A200M4CAC 1	
360214-R1 M-3-D7 KIT, CONTACTOR, SZ 1 3P 120V P/N 2 A201K1CA / CONTACT KIT, CONTACTS ONLY FOR A 3 POLE CONTACTOR, CH,	
360215 M-3-D7 P/N 373B331G09 CONTACTOR, SIZE 3, 3PH, 120V, CUTLER- 1 HAMMER, A201K3CA	
360216 M-3-D6 BREAKER, 3P 50A, INDUSTRIAL, P/N 1 HED3050	
360217 M-3-D6 BREAKER, 3P 80A P/N HFD3080 1	
360218 M-3-D6 BREAKER, 3P 3A MAGNETIC P/N 1	
HMCP003AOC 360219 M-3-D6 BREAKER, 3P 15A P/N HMCP015EOC 1	6
360220 M-3-D6 BREAKER, 3P 30A P/N HMCP030H1C 1	0
360221 M-3-D6 BREAKER, 3P 50A P/N HMCP050K2C 1	0
360222 M-3-D6 BREAKER 3P 100A P/N HMCP100R3C 1	e.
360223 M-3-D6 BREAKER, 3P 150A 750-250V P/N 1	e
360224 M-3-D6 BREAKER, P FRAME, 400A MAX, CUTLER- 1 HAMMER, HKD3400F	
360225 M-3-D6 BREAKER, 2P FRAME P/N HJD3250F 1	
360226 M-3-D6 BREAKER, 2P 125A P/N HFD3125 1	e
360227 M-3-D6 BREAKER, 2P 100A P/N HFD3100 1	
360228 M-3-D10 CONTACTOR, 125V DC, 1 NO, CUTLER- 2	0
HAMMER, ME410C 360229 M-3-D10 CONTACTOR, 125VDC P/N ME401C- USE 1 1	0
ITEM # 2843	0

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260220 N.2.012	
360230 M-3-C12	DESICCANT CARTRIDGE, MODEL DC-7, 4 P/N3091500
360231 M-3-B10	SWITCH, 4 STACKS, VOLTAGE REG, 2 ELECTROSWITCH SERIES 24 24204E
360232 M-4-D4-3C	GASKET, TEE FILTER BODY, SWAGELOK, 8 GT-209 SS-8TF-K2
360233 M-3-C2	SWITCH, LIMITED, FIRE SYSTEM VALVE, 2 POTTER 1010206 OSYSU-2
360234 M-3-C7	SWITCH, PRESSURE, LOW PILOT - 1 1 1 CHEMETRON, 0-300 PSI, UNITED
360235 M-4-F5-2A	ELECTRIC CONTROLS P/N J6-274 SRRAY NOZZLE, FOGJET, FOR NH3 LEAK 4 PROCTECTION SYS, SPRAYING SYSTEMS
360236 M-3-A6	CO. #1A. P/N 1-7N-26 TUBE, FEP, 250"OD X .187", 50FT, CEMS, 1
360237 M-3-D7	FOR NOX ANALYZER BREAKER, 2P, 150AT, CUTLER HAMMER, 1
360238 M-4-A4-2B	ED2150V RELAY, 110DCV, LY2-DC-110 1
360240 M-3-A12	FILTER, EMERGENCY EYE-WASH, 5
360241 M-3-A12	AMETEK, P/N BB-155305 CANNISTER, FILTER EMERGENCY EYE- 3
360242 M-4-F4-1	WASH, AMETEK, P/N 20-ST SOLENOID, 24VDC, CHEMETRON,#1-061-
360243 M-3-B6	0707 PILOT VALVE, 3-WAY, CHEMETRON, #1-
360244 M-1-D7	061-0794 HOUSING,PROX MITY PROBE;#31000-16- 3
360246 M-1-D7	10-00-147-01-05 CHARGE AMPL FIER, DYNAMIC PRESS, 3
	BNCVG, 350500-01-00-00-01-01
360247 I-1-C	MAGNETIC OPTICAL DRIVE, 8X 5 25", 1 SONY MODEL SMOF551
360248 I-1-C	POWER SUPPLY, BENTLY, 3500 # 3500/15- 2 2 3
360249-R1 I-1-C	MODULE, DYNAMIC 2 PRESSURE, BENTLY, 3500 # 3500/64-01-00,
360250 I-1-C	140734-05 RELAY.4
	CHANNEL, BENTLY, DYNAMIC, 3500 # 3500/32-01-0
360251 I-1-C	COMMUNICATION 3 GATEWAY,BENTLY,3500 # 3500/92-01-01- 00
360252 M-1-D8	SENSOR, ACCOUSTIC, DYNAMIC, COLUMBI 2 A RSRCH, 3500 # 145664, BENTLY
360253 I-1-C	POWER SUPPLY, BENTLY, VIBRATION, 3500 2 # 3500/15-04-04-00
360254 I-1-C I-1-C	TACHOMETER, BENTLY, 3500 # 3500/50-01-
360255 I-1-C	00 PROXIMITOR, SEISMIC, RACK CARD, 1
360256 M-2-B1	BENTLY 3500 # 3500/42-01-00 FILTER, DRIER, CHEMETRON # 50440830
360257 M-4-F5-3A	GASKET, SET, TYPE ES, 1", FISHER, P/N 1
360258	RGASKETX162 PLUG,STEM ASSY,TYPE ES, 1", P/N 1
360259 M-4-E5-2C	1U2161X0082 SEAT, RING, TYPE ES, 1", P/N
360260 M-1-C10	1U222546172 CAGE,QO, TYPE ES 1" P/N 2U215033272 1
360261 M-1-C10	KIT, REPAIR, TYPE ES, I", P/N
360262M-1-C9	RPACKX00102 DIAPH, SCUFF PLATE, TYPE 657, SIZE 34, 1
360263 M-4-E5-3C	P/N 18B2713X092 BEARING, THRUST, TYPE 1052K, P/N 2 2
360264 M-4-F5-2B	1N888799012 BUSH NG, TYPE 1052K, P/N 12A9374X012 2
360265 M-4-E5-3A	BUSH NG LINED, DU, TYPE 1052K, P/N
360266 M-1-C9	12A9775X012 DIAPHRAGM, TYPE 1052K, P/N 2
360267M-4-E5-2D	2E859702202 PIN, TAPER, TYPE 8560, P/N F13668X0022 2
360268 M-1-C10	SEAL, RING, TYPE 8560, P/N 75B0003X012
360269 M-4-F5-2C	SPRING, TYPE 8560, P/N 75B0004X012

360270 M-4-E5-3C	BEARING, L NED, TYPE 8560, P/N 2
360271 M-4-E5-2D	75B1075X012 PIÑ, HOLLOW, TYPE 8560, P/N 2
360272 M-4-E5-3B	75B1122X042 PACKING, SET, TYPE 8560, P/N 1
360273 M-4-E5-3B	12A8832X022 PACKING, BOX, R NG, TYPE 8560, P/N 1
360274 M-4-E5-2B	16A6085X012 KIT, RELAY, TYPE DVC 5020, P/N 1 14B5072X122
360275 M-4-F5-2C	1485072X122 KIT, ELASTOMER, TYPE DVC 5020, P/N 1 1485072X142
360276 M-4-E5-2B	GAUGE, PRESS, 1.5, P/N 11B4040X022 2
360277 M-4-E5-2C	POT, BUSHING, ASSEMBLY, TYPE DVC 1 5020, P/N 14B5070X072
360278 M-1-C10	I/P, ASSY, SHROUD, TYPE DVC5020, P/N 2 38B6041X022
360279 M-4-F5-3A	GÂSKET, SET, TYPE ED & ET, P/N 3 RGASKETX212
360280 M-1-C9	PLUG, STEM, BAL, TYPE ED & ET, P/N 4 1V6681X0042
	SEAT, RING, TYPE ED & ET, P/N 4 1U222946172
360282 M-4-F5-2B 360283 M-1-C10	R NG, PISTON, TYPE ED, P/N 1 1U2392X0012 CAGE, QO, TYPE ED, P/N 2U236033272 1
360283 M-1-C10	KIT, REPAIR, TYPE ED, P/N RPACKX00022
360285 M-1-C9	
360292 M-1-C9	KIT, REPAIR, TYPE V208, P/N
360293 M-4-E5-3B	RV150X00C32 PACKING, SET, TYPE V20B, P/N 1
360294 M-4-F5-2B	12A89X022 KEY, TAPER, W/HEAD, TYPE V200B, P/N 1
360295 M-4-E5-3B	1289530X012 PACKING, BOX, R NG, TYPE V2008, P/N 1
360296 M-4-E5-3C	16A6084X012 BEARING, L NED, COMP, TYPE V200B, P/N 3
360297 M-4-E5-2D	17B7142X012 PIN, GROOVE, TYPE24, TYPE V200B, P/N
360298 M-4-E5-3C	18A6135X012 BEARING, THRUST, TYPE 1052, P/N 2 2
360299 M-4-E5-3A	10A4636X012 BUSH NG, TYPE 1052, P/N 12A9373X012 1
360300M-4-E5-3A	BUSH NG, LINED, DU, TYPE 1052, P/N
360301 M-1-C9	
360302 M-4-E5-2D	2E670002202 PIÑ, TAPER, TYPE A41, P/N G11299X0032
360303 M-4-E5-3C	BEARING, METAL, TYPE A41, P/N 2
360304 M-4-F5-2B	75B1100X012 SEAL, RING, TYPE A41, P/N 75B1109X022
360305 M-4-E5-2D	PIN, HOLLOW, TYPE A41, O/N2
360306 M-4-F5-3A	GASKET, TYPE A41, P/N 75B1124X032
360307 M-4-E5-2A	PACKING, R NG, TYPE A41, P/N 4 12A9136X012
360308 M-4-E5-3B	PACKING, BOX, R NG, TYPE A41, P/N 1 16A6084X012
360309 M-1-C9	KIT, REPAIR, HIGH, TEMP, TYPE 1035, P/N 1 75B0595X062
360310 M-4-E5-2C	KIT, REPAIR, TYPE DVC 5030, P/N 1 14B5072X122 KIT, ELASTOMER, TYPE DVC 5030, P/N 1
360312 M-4-F5-26	14B5072X142 GAUGE, PRESS, 1.5, TYPE DVC 5030, P/N 2
360312 M-4-E5-2B	1184040X032 POT, BUSHING, ASSY, TYPE DVC 5030, 1
360315 M-4-E5-3C	P/N 1784030X022 O-RING, TYPE DVC 5030, P/N 1
360316 M-1-C9	1E591406992 KIT, REPAIR, TYPE DVC 5030, P/N 1
360317M-4-E5-2D	R67CFRX0012 PIN, TAPER, TYPE A41, P/N 19A3749X012 2
360318 M-4-F5-2B	SEAL, RING, NOVEX, TYPE A41, P/N
360319 M-4-E5-2D	75B1108X012 PIN, HOLLOW, TYPE A41, P/N 2
	75B1122X012

260220 M 4 F4 4D	
360320 M-4-E4-1B	EXPANSION VALVE, CHEMETRON, LPCO2 2
360321 M-4-E5-3C	BEARING, METAL, TYPE A41, P/N         2           75B1136X012
360322 M-4-E5-2A	PACKING, R NG, TYPE A41, P/N 4 12A9134X012
360323 M-4-E5-3B	PACKING, BOX, R NG, TYPE A41 P/N 2 2
360325 M-1-C11	POSITIONER, MAIN GAS VALVE, 1 FIELDVUE TYPE DVC 6020 FISHER
360327 M-1-C11	POSITIONER, DISC CAVITY VALVE, 1
360328 M-1-C11	FIELDVUE_TYPE DVC 6030_FISHER REGULATOR, TYPE 67SS 1
360329 M-4-E4-1A	SOLENOID VALVE,P LOT, CHEMETRON 2
360330 M-4-E4-1C	#10610673 O-RING,3-WAY VALVE,CHEMETRON # 3
360331 M-4-E4-2B	30610046 O-RING,3-WAY VALVE,CHEMETRON # 8
360332 M-4-E4-2B	50230522 O-RING,3-WAY VALVE,CHEMETRON 8
360333 M-4-E4-2A	#70230041 SEAT DISC, 3-WAY VALVE, CHEMETRON 8
360335	
300333 MH-00-10	VALVE,MONEY,SER ES 20H #201-008-01
360336 M-4-G5-1C	FILTER ELEMENT, TYPE 30, F.G. PCV, 4
360337 M-4-G5-1C	MOONEY # 301-005-01 REPAIR KIT, RESTRICTOR TYPE 24, F.G. 6
360338 M-1-A9	PCV_MOONEY #240-004-01 HEATER,BLOCK,CUMM NS # 3919577 1
360339 M-1-A10	STARTER, CUMMINS, 28MT, 12V, CW10TD 1
360340 M-1-A10	BELT, RIBBED, CUMMINS
360341 M-1-A11	FILTER, FUEL, CUMMINS FIRE DIESEL 3 PUMP, CUMMINS PN FF5052, BF788
360342 M-1-A11	FILTER, OIL, CÜMMINS DIESEL FIRE 3 PUMP, STRATAPOUR #LF3894, BT339
360343 M-1-A10	FILTER, AIR INTAKE, DIESEL F RE 3 PUMP,CUMM NS, RPL:AF4148, PA2426
360344 M-1-A10	BEARING, KIT, FIRE PUMP, CUMMINS
360345 M-4-C4-4A	RELAY, CUBE, METRON PANEL, FIREPUMP 3
360346 M-4-G5-1A	BUSH NG, CORE GROUND, ABB GSU 1 TRANSFORMERS, ABB, F-630,
360347 M-1-A9	IZUM737810-001 SOLENOID,STARTER,CUMMINS
360348 M-1-A9	REGULATOR, WATER, CUMMINS, CASH 1
360349 M-4-D3-1B	SOLENOID, VALVE, WATER, CUMMINS, ASC 1
360350 M-4-G4-1A	O # 8210G3 BEARING, LUBEO L FAN MOTOR #6311ZZ, 3
360351M-4-G4-1A	6311VVC3 LÜBE OIL BEARING, L.O. FAN MOTOR 3
360352 M-1-C7	#6210ZZ 6210VVC3 GAGE,ASHCROFT,BOTTOM MOUNT,4-
360353 M-1-A6	1/2" 0-160# #45-1279SS-04L-160 BALL VALVE SAFTEY SHOWER 1" 2
360354 M-3-B2	FILTER, REGULATOR, PNEUMATIC, 3/4", 2
360355M-4-F3-3C	PARKER, 07E41A13AC SOLENOID, VALVE, W501 VENT LATION, 6
360356 M-4-F3-3B	MAC, # 113B-111 CAA VALVE, QUICK EXHAUST, W501 6
360357	VENTILATION, # OR25B
360358	VENTILATION, D-3153-6003 RTD, SENSOR, FLOW BOSS METERING, 1
	1/4" DIA X 6" PROBE, 4" INSERT, RTP751712PF14L4
360359 M-4-G4-1B	BEARING, HYDRAULIC PUMP MOTOR, 2 SEALED, # 6208LL
360360 M-4-G4-1B	BEARING, HYDRAULIC PUMP MOTOR, 2 SEALED, # 6309LL
360361 M-2-C3	FILTER, AIR, RESEVIOR, HYDRAULIC, 3 REXROTH, DC-6F/1
360362 M-1-B3	VALVE, BALL 3/4", SAFETY SHOWER, #P- 2 008A
360363 M-1-B3	VALVE, BALL 1", SAFETY SHOWER, # P- 2 2

360364 M-3-B6	VALVE, BALL, 1-1/2", CHEMETRON, F LL, 1
360365 M-3-B6	#1-1/2 - A- 2200-GT VALVE,BAIL,1",CHEMETRON,VAPOR # 1
360366 M-4-F4-1B	1 - A - 2200 - GT REPAIR KIT, VALVE, 1-1/2", CHEMETRON # 1
360367 M-4-F4-1B	RKA5GT REPAIR KIT, VALVE, 1", CHEMETRON # 2
360368 M-3-D3	RKA3GT BUSH NG SMALLMOUNT, 1.435", LUBE OIL 7
360369 M-2-B1	FAN # 637 FILTER, TYPE KW, SCHROEDER, (CART 2
360371 M-3-D3	MODEL KF32KZ1SD ) BEARING, DODGE, TYPE K FLANGE 2 PN#023247, SHAFT 2 11/16", GLYCOL FAN
360372 M-3-D3	W501F BEARING, DODGE, TYPE E FLANGE 2 PN#023106, SHAFT 2 7/16", ROTOR-A R
360373 M-3-C11	FAN W501F METER, HEAD ONLY, VORTEX FLOW, 0-15 3 GPM, YOKOGAWA, YF101, YF101-AAUA3A-
360374 M-3-C11	S3S3 E SWITCH, PRESSURE, 30" VAC TO 20 PSI, 3 UNITED ELETRIC CONTROLS, J400-552
360375 M-3-C11	GAUGE, PRESSURE, -30 N HG TO 15 PSI, 33
360376 M-3-C11	WIKA REGULATOR, PRESSURE, 1/2" NPT, 0-35 2
360377 M-2-A4	PSI, FISHER, TYPE 64 FILTER, HVAC, PLEATED, ADMIN, 20 X 36 9 X 1 P/N 102-041-799
360380 W-3-A4	FILTER, AIR, CEMS BLDG, 15X20X2 18
360381 M-2-B3	FILTER,ELEMENT,COMPRESSED 6 AIR,HANKISON, # E7-32 (HF7-32-12-G)
360382 M-4-G5-2A	DRA N, VALVE ASSY, COMPRESSED 6 AIR HANKISON SULLA R #05,4170-08
360383 M-1-B4	SWITCH, FLOW, SAFETY 2 SHOWER, FLOTEC, DWYER # V6EPB-B-S-6
360384 M-3-D8	0MV BREAKER, CIRCUIT, 250A, ELECTRIC FIRE
360385 M-3-D8	
360386 — — — M-3-D8 — — —	PUMP CONTROLLER CONTACT, AUXILIARY, ELECTRIC FIRE 1 PUMP CONTROLLER
360387 M-3-D8	RELAY, 2 POLE, D ESEL FIRE PUMP
360389 M-3-D8	VALVE, SOLENO D'DRAIN, D'ESEL FIRE 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
360390 M-3-D8	RELAY, TIME, 3TR, OPTION "S", DIESEL 1 FIRE PUMP CONTROLLER
360391 I-1-B	BOARD, LOGIC, DIESEL F RE PUMP 1 CONTROLLER
360392 M-3-D7	CONTACTOR, SQUARE D, LC1F265 1
360394 M-3-B3	FUSE, CLASS 3R, 5.08KV RATED, GE, # 1 55A212942P3RB
360395 M-3-B3	FUSE, CLASS 18R, 5 08KV RATED, GE, # 1 55A212942P18RB
360396 M-3-B3 360397 M-1-C8 360397 M-1-C8	FUSE, 2 E AMP, 4800V, INST RAT NG 3 50KA GOULD # A480T2E BRUSH, COPPER SPLIT BRAID, 5
360397 M-1-C8	GROUNDING, SHAFT, 501FD SW# 7890D41601 CAP, HEAD, THERMOCOUPLE, LPG - 04- 12
360398 W-3-C8	1000 BEARING, BALL, SCR FAN SHAFT, SKF 1
360400 M-3-D2	1222K/C3 BEARING, ADAPTER, SCR D L AIR FAN 1
360400 M-3-D2	BLARING, SEAL, SCR D L AIR FAN SHAFT, 2
360402 M-3-D2	BEARING, ROLLER, SCR DIL AIR FAN
360403 M-3-D2	BLART SKE 23026CCK/C3W33 BEARING, ADAPTER, SCR D L AIR FAN 1
	SHAFT, SKF SNW3026X4-7/16 BEARING, SEAL, SCR D L AIR FAN SHAFT, 2
360405 M-4-A4-1	SKF LOR117 SURGE PROTECTOR, SIMPLEX, FRE 3
360406M-1-D1	PANEL, # 2081-9044 DIAPHRAGM, NITR LE, 75 DURO, 2"2
360407 M-4-E4-2C	MOONEY, 102-013-01 COIL, TYPE AMG, SOLENO D, 120/50 - 60, 1
	ALCO CONTROLS, R0109

360408 M-1-A9 LATCH, CT & ELECTRICAL PKG DOOR, 4	
KASON 0056CL8020. DWG #D0126 GREASE,COUPLING,AC/DC LUBEOIL 8 PUMP 14 OZ.	1
360410 M-4-G4-1B BEARING, SCR DIL AIR BLOWER 2 MTR 480V OPE # 6307ZZ	8
360411 M-4-G4-1B BEARING, SCR DIL AIR BLOWER 1 MTR 480V DE # 6309ZZ	
360412 M-4-G4-2A COUPLING, RUBBER INSERT, SERVICE 4 WATER PUMP, SUREFLEX 7J	1
360413 M-1-C3 HEATER, PROBE, CEMS, P/N-53000001 2	÷
360416 M-4-D4-4A RELIEF, VALVE, NSTRUMENT A R, 6 RECEIVER, 250 PSI, #0548-A01-KM0250	
360417 M-4-D4-4B RELIEF, VALVE, L.P. BLEED VALVE VA	C.
DRUM 125 PSI # CF2305-125 360418 M-4-D4-4C RELIEF, VALVE, PULSE AIR COMP. 3	
RECEIVER         175 PSI         # CF2305-175           360419         M-4-F4-1B         RELIEF, VALVE, SWAGELOK, ROTOR         3           AIR, PS&G, 125 PSI         # SS-8CPA2-DR-50 50-         3	
150 1/2 360420 M-4-B2-3A STRAINER, SCREEN, FUELGAS NOZZLE, 3	
SPWC# 2296J68007 360421 M-4-B2-3A R NG.RETAINING.STRAINER.FUELGAS 52	×
NOZZLE;         SWPC# 2296.68008           360422         M-4-B3-1A         SEALWATER PUMP, CUMMINS, F/W PUMP         2	
360424 M-2-D5 MOTOR # 3906698 VALVE, RELIËF, SAFETY, RAC SUPPINH3 1 1 VAPORIZER, FLOWSAFE, 1*, 100PSI	
360425 M-2-D5 VALVE, RELIEF, SAFETY, LP CO2 TANK, 2 ANDERSON GREENWOOD, 3/4*, 357PSI	1
360426 M-2-D5 REGULATOR, BACKPRESSURE, LP CO2 1 1 TANK, ANDERSON GREENWOOD, 3/4",	•
360427 M-2-D4 S41PSI VALVE, RELIEF, SAFETY, SWPC FUELGAS 1 FILTER, CONSOL DATED, 1*, 550PSI	
360428 M-2-D4 VALVE, RELIEF, SAFETY, HYDRAULIC 1 MIAN DSCHG., CONSOL DATED, 1/2",	
1300PSI 360429 M-2-D5 VALVE, RELIEF, SAFETY, SWPC HOT 1	1
360430 W-3-C5 WATER TANK, MERCER, 2", 80PSI VALVE, RELIEF / VACUUM BKR, AMMONIA 1 TANK, GROTH, 2", 15PSI / 9.3"	6
360431 M-2-D5 VALVE, RELIEF, SAFETY, SERVICE A R 2 RCVR., MERCER, 3/4", 140PSI	
360432 M-2-D5 VALVE, REL EF, SAFETY, BOP, FUELGAS 3 SCRUBBER, KUNKLE, 1*, 550PSI	
360433 M-2-D4 VALVE,REL EF,SAFETY,BOP,FUELGAS 1 HTR. OUTLET,CONSOL DATED,1",550PSI	
360434 M-2-D4 VALVE, RELIEF, SAFETY, BOP, FUELGAS 1 HTR. BURNER SUPP., AG CROSBY, 1",	
360435 M-2-D5 VALVE, REL EF, SAFETY, ELECTRIC F/W 1 PUMP CASE, VALMATIC, #229, 1/2", 300PSI	,
360437 M-2-D5 VALVE, REL EF, SAFETY, SUMP, FORWARDI 1	
NG,DSCHG,KUNKLE,1*,30PSI           360439         W-3-D5           VALVE,REL EF / VACUUM BKR,DEM N         1           WATER TANK,VAREC,4*,1PSI / 1*WC	,
360440 W-3-D5 VALVE, REL EF 7 VACUUM BKR., RAW 1	¢
WATER TANK, VAREC, 6", 1PSI / 1"WC           360441         W-3-C8           WERROCOUPLE, LUBE OIL BEARING         2           THERMOCOUPLE, LUBE OIL BEARING         2           TEMP, PYCO, TYPE K, 02-3174-06-2.7-5 0-	E.
GS 360442 M-3-D13 ELEMENT, HEATER, 480V, 4.5kW, P/N 156- 1	e
303012-289, PROHEAT 360443 W-3-C4 BUSH NG, H.V., EXCITATION 2 TRANSFORMER, WARCO, P/N	ę.
360444 M-4-A3-2A GĀSKĒT, BUSHĪNG, H.V., EXCITATION 4 TRANSFORMER BUSH NG, WARCO, P/N	
32A00011117 360445 M-1-D2 CONTROLLER, TEMPERATURE, GLYCOL, D 1	C
WYER 2500, MODEL D-25015	

360446 M-4-B2-1D COUPLING, FLASHBACK, 270A379004 7
360447 M-4-B2-1D FITTING, FLASHBACK, 2076J73040 16 16 360449 16 560449 17 16 16 17 16 17 16 17 17 17 17 17 17 17 17 17 17 17 17 17
MOUNTED, CUTLER-HAMMER, C320KGS4
360450 M-4-D4-3B THERMOSTAT, HEATER, HOFFMAN, GEN 6 BKR DRIVE MOTOR, # ATEMNC
360451 M-4-F4-1C FILTER, FOR CHEMETRON SOLENOID, 5 9072
360452 M-4-F4-1C ELEMENT, CHEMETRON F LTER, EK9072 12
360453 M-4-D4-4D GAUGE, VACUUM PRESSURE, +/- 10 PSIG, 3 QUALITROL, P/N 50-35E
360454 M-4-C4-1D TRANSCEIVER, TXP, TERMINAL BUS, EE 6 802.3, CENTRE COM, AT-210TS-05D
360455 W-3-D4 HEATER, MECHANICAL PKG, 480V, 5KW, 3 1 PHASE, CHROMALOX, CAT # HDH-A-
500XX PŪMP, DEMIN. WATER, MODEL 3196 STX, 1 1 5X3-6, 125 GPM, GOULD PUMP REFERENCE DWG # A7693560 &
A769356T 360457 M-3-D8 TRANSMITTER, GAGE, SMART, GAS, 0- 1000PSI, ROSEMOUNT, 00010021001101
3051CG5A2241AB4 360458 M-4-D4-2D CONTACT, AUXILIARY, CONTROL OIL, 595- 3
AB, REXROTH 360459 I-1-C MODULE, RACK INTERFACE, BENTLY, 1 26004 (20)
360460
360461 M-4-G5-2C SENSOR, BUSHING TAP, GE TYPE A, 1
DOBLE IDD, # 03C-1451-01 360462 M-4-B3-1B KIT SEAL,NBR.FOGGING 2
PUMP.CAT.MODEL 781RS_#701883 360463 M-4-B3-1C KIT,VALVE,NBR,FOGGING 2
PUMP,CAT,MODEL 781RS, # 701884 360464 M-4-B3-1B KIT,SEAL,NBR,FOGGING 1
PUMP.CAT.MODEL 661, # 30798 360465 M-4-B3-1C KIT,VALVE,NBR,FOGGING 2
PUMP.CAT,MODEL 661, # 34387 360466 M-4-B3-1B KIT,SEAL,NBR.FOGGING 1
PUMP,CAT,MODEL 3811, # 701793 360467 M-4-B3-1D KIT,VALVE,NBR,FOGGING 2
PUMP.CAT.MODEL 3811, # 34151           360468         M-3-B1         FUSE, ISOPHASE, METERING,           PROTECTION, TYPE EJ0-1, 25.8 KV. 0.5
360470 I-1-B BÖARD, TERM NATION MA N PR NTED, 1
PN 3005361FS001 360471 W-2-C5 HSL, SINGLE SS W/CAL, "J" T/C, 117', SCR, 1
CT1&2, CISCO P/N 88001280 360472 M-4-B3-4A CONTROLLER, TEMP, HOT H2O TANK, 3
ATHENA # 16CTB000 360473 M-4-G4-1C BEARING, INCH BALL, FOR PERISTALTIC 2 PUMP, CEMS, P/N 1616DCTN
360475 M-1-A7 HEATER, HVAC UNIT, APE BLDG., 20K 1 WATT, SPECIFIC SYSTEMS # 032-P-229
360476 M-4-A4-1D CONTACTOR, HEATER, HVAC UNIT, APE 2 BLDG, 600V, 40 AMP, SPECIFIC SYSTEM #
010-P-614 360477 M-4-A4-1B OVERLOAD, HEATER, HVAC UNIT, APE 1 BLDG, SPECIFIC SYSTEMS # 032-P-252
360478 M-4-A4-1D OVERLOAD,FAN MTR,HVAC,APE 1
BLDG. SPECIFIC SYSTEMS # 010P585 VALVE, GLYCOL COOLER TEMP CONTROL, GENERATOR, LX4B-14-
2SP1VPHT 360480 M-4-G4-1B BEARING, MOTOR, OBE, PILOT WATER 3
INJECTION 6309ZZ 360481 M-4-G4-1C BEARING, MOTOR, IBE, PILOT WATER 3
INJECTION 6311ZZ 360482 M-4-B3-3A REPAIR KIT, ROTOR, FLOW METER, 3
SEAMETRICS TX81S INLET FOGG NG 360483 M-4-D3-1C STEM,PISTON,REGULATOR/UNLOADER,IN 2
LET FOGG NG #32339S 360484 M-4-D3-1C RETAINER,PISTON,REGULATOR,7533SS,I 2
NLET FOGGING #39055S

360485	M-4-D3-1C	SEAT & BALL 3 ASSY,REGULATOR,7533SS, NLET
360486	M-4-D3-1C	FOGGING #32327S KIT,O- R NG,REPAIR,REGULATOR,7533SS, NLET
360487	M-4-D3-1C	FOGGING #32346B PIN,LOCKING,PISTON 3 RETAINER,REGULATOR,7533SS,INLET
360488	M-4-D3-1C	FOGGING #32326S NUT,ADJUST NG,M10,REGULATOR,INLET 3 FOGGING #M10
360489	M-4-H3-1A	SWITCH, PRESSURE, 6-75 PSI, CUSTOM 2 CONTROL SENSORS, AMMONIA, #
360490	M-1-C11	604GZ2 KIT,REBU LD,REGULATOR,FISHER,95H,A 3 MMONIA SKID # R95HX000062
360491	M-1-C8	GAGE,ASHCROFT, 4-1/2", TYPE1279, 2 BOTTOM MNT, 0-15 PSI, #45-1279SSL-04L-
360492	M-1-C8	
360493	M-1-C8	BOTTOM MNT 0-100 PSI GAGE, ASHCROFT, TYPE 1279, 4-1/2", 2
360494	M-4-F4-2A	BOTTOM MNT 0-200 PSI REGULATOR, PRESSURE, PUMP DSCHG, 1 AMMONIA, HYDRACELL, 50-500PSI,
360495	M-4-F4-2A	#C46BASESSEE KIT, O-RING,PRESSURE REG, PUMP 1 DSCHG, AMMONIA, HYDRACELL, # C46-
360496	M-3-A1	005-5013 FLOWMETER, SEAMETRICS, FOGGING,
360497	M-3-A1	INLET TX81S SENSOR, FLOWMETER, SEAMETRICS, 1
360498	M-4-D3-1A	TX81S FOGG NG #26310 GASKET, HOUSING, FLOWMETER, 3
360499	M-4-D3-1A	SEAMETRICS FOGGING # 26211 O-RING, SENSOR HOUSING, 3 FLOWMETER, SEAMTERICS, FOGGING, #
360501	M-1-A2	25081 VALVE.SOLENOID.ASCO.24VDC,INST 2
360503	M-4-C5-3A	AIR,PS&G,1/2 NPT, #8210G2 HEATER, OVERLOAD, CUTLER HAMMER, 21 FH46
360504	M-3-A2	SPRING, MAIN, FUELGAS PCV, 8",11 11111 1 11 1 1 1 1 1 1
360505	W-3-C8	THERMOCOUPLE, ASSY., LPG, ROTOR 1 AIR RETURN, 240T802-002-02
360506	W-3-C8	THERMOCOUPLE, ASSY. W/WELL, T2C, 1 PYCO# 02-3170-17-2 8-7.8-GS W/08-8032- 01-6.0
360507	W-3-C8	THERMOCOUPLE, WO WELL, T2C, 2 PYCO# 02-3170-17-2 8-7.8-GS
360509	M-1-B8	COUPLING, FLEXIBLE, SULLAIR, 1 COMPRESSOR, #250004-638
360510	I-1-A	MODULE, ELECTRONICS, FOGGING, 1 FLOWMETER, SEAMETRICS, #A055M
360511	M-3-B10	TERMINAL BLOCK, TXP, CUSTOM 1 1
360512	M-3-B10	MODULE WITH BFI, P/N ICDG05-100 TERMINAL BLOCK, TXP, CUSTOM INTERFACE MODULE, 8-PO NT, I/O
		MODULE WITH BFI, P/N ICDG05-101, D9- D16
360514 360517	M-2-C3	SHOE, SEAL, TRANSFER VALVE, LÜBE OIL,         6           HYCOA, BUNA, # 220-2-0080-012         6           GAUGE, ASHCROFT, 3-7/2", BMNT, 1/4", 0-         1
360518	M-1-C8	300 PSI, # A35-1009SWL-02L-300 GAUGE, ASHCROFT, 3-1/2", BMNT 1/4", - 2
360519	M-1-C8	30HG - 60 PSI, #A35-1009SWL-02L-VAC & 60 GAUGE, ASHCROFT, 2-1/2", 0-200 PSI, 5
360520	M-1-C8	1/4"BMNT, #A25-1009SWL-02L-200 GAUGE, ASHCROFT, 2-1/2", 0-60 PSI, 1
360521	M-3-A11	1/4"BMNT, #A25-1009SWL-02L-60 SWITCH, PRESSURE, 0-30 PSI, LUBE OIL, 4
360522	W-3-C8	UNITED ELECTRIC, J402-146-1521 THERMOCOUPLE, THRUST BEARING, 2
360523	GB-3	_TYPE K DUPLEX, LPG, #W795J852-004 GASKET, SP RAL WOUND, CGI, 3/4* 8
360524	M-1-B8	600#, 304SS, FLEXICARB FILLER THERMOSTAT, PNEUMATIC, FOR 1
		SULLAIR DAMPER, RANGE 55 TO 85 DEG. F, 2211-112

360525	M-1-B8	KIT, STANDARD SERVICE KIT, FOR SCR 3 FAN DAMPER ACTUATOR, BETTIS 120141
360526	M-1-D1	REBU LD KIT, 8"FLOWGR D, NITRILE, 80 4 DUROMETER,MOONEY, 108-040-03
360527	M-4-B3-3B	FUSE, THERMAL, 77 CELCIUS, 19 THERMOCOOLER, NOX ANALYZER, 951C, CEMS
360528	GB-4	GASKET, COVER, FILTER SEPERATOR, 3 FUELGAS, SWPC, NFS, # 10300066
360529	M-1-C5	SWITCH, GAGE, D'FFERENTIAL, 0-30, 1 ORANGE RESEARCH, PILOT WATER FILTER
360530	M-1-C9	VALVE, REGULATOR, PRESSURE, INSTRUMENT AIR, FISHER TYPE 64, 80- 150 PSI
360531	M-1-B2	REPAIR KIT, REGULATOR, FISHER, TYPE 4 64, INSTRUMENT AIR, #R64X0000012
360532	M-4-B3-3C	TRANSMITTER, MODULE, LEVEL, MAGNETROL, KOTRON, FUELGAS, #Z30- 9012-001
360533	M-3-C1	BOARD, POWER, FLOWMETER, AMMONIA, MICROMOTION, # FTPWRBRDAC
360534	M-3-C1	BOARD, STACK, AMMONIA, FLOWMETER, 1 MICROMOTION, # FTPOAAC
360535	M-4-B3-2A	SENSOR, RTD, INLET FOGGING, REC RC 2 TEMP, #REM73301T01SDF4 RTD, RTD ONLY
360536	M-3-B2	ACTUATOR, PNEUMATIC, DIAPHRAGM 3 VTD 9424, FOR KMC MODEL MCP5140- 5520
360537	M-3-B2	ACTUATOR, PNEUMATIC, FOR TURB NE
360537-R1	M-3-B2	ACTUATOR, PNEUMATIC, FOR TURBINE 1 1 ENCLOSURE SUPPLY AIR, LOUVERS, KMC MODEL # MCP5140-5520
360538	- W-2-C5	HSL, DUAL SS W/CAL, "J" T/C, 117",
360539	- W-2-C6	STACK CT1&2 CISCO P/N 88001279 HSL, SINGLE SS W/CAL, "J" T/C, 107', 1
360540	- w-3-D1	STACK_CT3_CISCO_P/N_88001278 MOTOR, VAPOR EXTRACTOR, 5HP, TYPE 1 1 1 4 AEHHXU, # X0052, TECO-
360541	- M-1-A2	WESTINGHOUSE KIT, SOLENOID, ASCO, 120V, 1/4" PORTS, 1
360542	M-1-D8	3-WAY 302142-MS FLEX ELEMENT, BUNA, FOR TORQUE 3
360543	- M-4-F3-3C	CONVERTER, VOITH, P/N 304007531 Protector, oil cap, fogging pumps, # 828710 4
360544	- M-4-F3-3C	Cap, oil, fogging pump, cat, model 781, 1
360545	M-4-F3-3C	444666 Cap, oil, fogging pump, cat, model # 3
360546	M-4-1 3-50	661/3811, # 43211
		O-RING, HEAD, DRYER, I/A, FLU D 1 ENERGY #3116662
360547	M-1-B4	KIT, VALVE, SHUTTLE, DRYER, 2 INSTRUMENT AIR, #3144127
360548	I-1-B	BOARD, S MPLEX 4010 FIRE ALARM 1 PANEL, SF10 BOARD, MODEL 565-737
360549	M-3-D13	Gasket, Victaulic, 6", VI-77EG 6, Glycol, 4 Generator 4
360550	M-3-D13	Coupling, Victaulic, 6", VI-77E.6, Glycol, 4 Generator
360551	M-3-D13	Gasket, Victaulic, 8", VI-77EG 8, Glycol, 2 Generator
360552	M-3-D13	Coupling, Victaulic, 8", VI-77E.8, Glycol, 2 Generator
360553	M-3-B6	SWITCH, LEVEL, LS-1700 BR, BN, FOR 3 SUNFLO PUMP, GEMS SENSORS P/N 01701
360554	_ M-4-B3-4B	ISOLATOR, THERMOCOUPLE, CEMS, 1 1 INPUT TYPE J T/C 0-500 DEG F, OUTPUT 4/20 MADC, AGM, S/N T3969 001-009,
360555		MODEL 4002-7 Fan, thermocooler, cems, 951C, NOx 1
		analyzer

360556 M-3-C6	Sensor, MVS205P, Floboss, ROC-407 1
360557 M-3-C2	STRIP HEATER, GENERATOR, #285- 16
	050601-221, OT-1805, 1-1/2" W DE, 18"LONG, 240V, 500W S NGLE PHASE,
	MOUNTING HOLE AT EACH END,
360558 M-1-C11	CHROMALOX REGULATOR, PILOT, TYPE 310-32A, 1
	RANGE 100-250, HIGH TEMP SEALS, S/N 15699473, FISHER CONTROLS
360559 M-1-B8	PISTON, INLET VALVE, PULSE AIR 4
	COMPRESSOR, P/N 250042-436, SULLAIR
360560 M-1-B8	BLOW DOWN VALVE ASSEMBLY 4 (COMPLETE), PULSE A R COMPRESSOR,
	P/N 02250049-634, SULLAIR
360561 I-1-B	Board, Processor, Floboss, ROC407, 1 #W48033X0012
360563 M-3-C10	DETECTOR, SMOKE, PHOTOELECTRIC, 2- 2
	WIRE PLUG-IN WITH BASE, 135F THERMAL, 12/24V, SYSTEM SENSOR, 2WT-
360564 M-3-C10	B DETECTOR, SMOKE, PHOTOELECTRIC, 2- 2
	WIRE PLUG-IN WITH BASE, 12/24V, FOR APE BLDG., SYSTEM SENSOR, 2W-B
360565 M-1-B3	Module, input, analog, Allen Bradley, Cems, 1
	Cisco 4-Channel
360566 W-2-C5	SUPPORT BUNDLE, PROBE, 120FT., 1 CEMS_CISCO_88003004
360568 M-4-B3-4C	SWITCH,LEVEL,LUBE OIL 3 TANK GEMS #83150
360569 M-1-B7	Valve, Regulator, Sullair, Control air, B08-02- 1 FK00
360570 M-1-B7	Gauge, Reg, Sullair, 0-30, K4515N18030 1
360571 M-1-B7	Bowl, Drain, Reg, Sullair, GRP-96-712 1
360572 M-1-B7	Element, Filter, 5 mic, Reg, Sullair, FRP-96- 3 729
360573 M-4-B5-1B	SWITCH, BLOCK, ALLEN BRADLEY, 800T- 1
360575 M-1-B3	SWITCH, TEMPERATURE, 120V, 16A, FOR 2 CEMS REFRIGERATION UNIT, JOHNSON
360576 M-4-F4-2C	CONTROLS, A19ABC-24 Contactor, Cutler Hammer, CO2 compressor, 1
360577 M-4-F4-3C	_480V, C25DND325A Bearing, B, Cems, Sample pump, 6205-2RZ, 1
360578 M-4-F4-3C	#A02011 Bearing, OB, CEMS, sample pump mtr, 6203, 1
360579 W-3-C8	#A02311 THERMOCOUPLE, ELEMENT ONLY, KKS 2
	MBH50CT003, PYCO, P/N 02-3187-05-6.7- 12.8
360580 M-4-F4-3A	MUFFLER, AIR DRYER, CEMS, PUREGAS, 3 P400399
360581 M-4-F4-3A	Tower, Air Dryer, Cems, Cisco, Puregas, 1
360582 M-4-D3-4A	#P2004036 Module, Tri Loop, Hart, Rosemount, 333D, 1
360583 M-4-F3-2B	42Vdc Transmitter, ammonia, PureAire, 0-75ppm, 1
360584 M-4-F3-2A	TX-2460FMD Sensor, cell, ammonia, PureAire, 0-75ppm, 1
360585 M-4-F3-2B	GS-2460DY Membrane, ammonia, sensor, PureAire, M- 5
360586 M-4-F3-2A	2400M Electrolyte, ammonia, sensor, PureAire, EL- 1
	2460-5
360587 M-1-B4	MUFFLER, COMPLETE ASSEMBLY, REL- 6 VLVALV, MALE, MPT, MAX 175PSI,
	44AW56, MODEL 10, P/N 3090655
360588 M-4-E3-1A	SENSOR, PASSIVE INFRARED, 24V AC/DC 2 SPDT, 90 SEC T MER, SHARPSHOOTER, SENTROL, P/N 6179-N
360589 M-1-D4	REGULATOR, CEMS, CALGAS, 50 PSI
360590 W-2-D5	OUTLET CISCO PN 81001036-1 COMPRESSOR, CO2 SYSTEM, P/N KAJA-1
360591 M-1-B2	011A-TAD-800 COPELAND VALVE PLATE, FOR CO2 SYSTEM
360592 M-4-F4-2C	COMPRESSOR COPELAND Seal, Shaft, Lube Oil, Vapor Extractor 2
360592 W-3-C7	THERMOCOUPLE, ELEMENT, BLADE 8
	PATH, W501F, LPG 04-1299 REV1

	RING, FILLER RING, W501F, 1
	", ASHCROFT, FUELGAS, 0- 2
360596 M-1-D2 GAUGE, ASH	279SSL-04L-1000 ICROFT, 2-1/2", FUELGAS, 0- 2
360597 M-1-C4 Regulator, pr	essure, sample, NOX, 951C, 1
	ator, sample, NOX, 951C, 1
	1° - 600# CGI Inner, P/N 30
	MENT, FOR PORTABLE 8
	T K225 ENO D, THREE-WAY, VERSA 1 P/N VSG-3521-H-M-XX-D024
360602 M-1-C4 Thermometer	, sample bath, cems, 0-200F 1
	ure, cems, 0-160 psi, I/A, 2" 1
	ST, 951C, CEMS, CISCO, 2
	560, CASE HEATER, 951C, 2
	MAL, CASE HEATER, 110C, 3
the second se	act, switch, turbine, shaft jog, 1
	, switch, turbine, shaft jog, 1
	2 7, TDXnet, Bently, 2155, CE-225- 1
	N,75DURO,24"x.275cs,MANWA 2
	tdxnet, dynamics, CPU, 1
	TRANSFORMER, FAN, KRENZ,
360614 M-4-H4-2A Lamp, kit, ger	,460V,1/3HP nerator, ozone, NOx, 951C, 1
F98944, MOO	DEL 5449/ 9B-M-9-A-7, SN DRE FANS TTLE, ONE TUBE ASSEMBLY, 1
	TYPE # 55B532575P1, GE, P/N
	R, ADM N BU LDING HVAC,
360618 M-4-D3-4C Valve, solend	URNAS, 42BF35AJ id, parker, I/A dryer, mechanical 1
	MOTION SENSOR, DIGITAL, 4
	IER, 480V - 24V, HVAC, 1
	UXILIARY KIT, FOR 1
360622 M-3-A12 FILTER HOU WATER, 1*, 1	3 360617, 61612, FURNAS SING, HIGH-CAPACITY 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	MERGENCY EYE WASH, P/N 3
360624 M-3-C7 TRANSFORM PT, 18000V-3	CMASTERCARR IER, NSTRUMENT, VOLTAGE, 1 IV, 60HZ, VEN24-01, RITZ, P/N
	9999 NITROGEN COMPRESSED 2 RY CHEM F RE SYSTEM, P/N
BUNA "N", T	11 , REGULATOR PRESSURE, 3 3 5 FILON FACED PROCESS CEMS, P/N 81000004-1
	RIDGE, NITROGEN, FOR DRY 3 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
1200V, 510A	STOR, SCR 7 & SCR 8, UPS, 2 PHASE CONTROL,
264V IN, OPI	/N S23A12B PLY, AC-DC, 12V@6.8A, 100- EN FRAME, PANEL MOUNT, BOSS, P/N HD12-6.8AG
360631	R, SZ T 3P T20V P/N 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

360632 I-1-B	CHASSIS, BASE, RAS FB107, FLOBOSS, 1 107A1 FSFB-107-107A1 MODULE, CPU, FB107, FLOBOSS 1
360633 I-1-B	CARD. INTERFACE. RAS MVS. FLOBOSS.
360635 I-1-B	_FS1CM-4
360636 M-4-D4-3D	RELAY, D15CR22A1B, 120VDC, CUTLER- 2
360637 M-3-C9	HAMMER TRIP CO L MONITOR, FOR LOCKOUT 2 RELAY, BLUE LED, ELECTROSWITCH, P/N
36320M-4-F5-3A	748-76-S10 GASKET, TYPE A41, P/N 75B1124X022 2
3646 M-2-B5	FILTER, AIR, SULLA R COMPRESSOR, 3
3652 M-1-C5	_02250131-497 (OLD P/N 02250121-497) THERMOMETER, DURATEMP, MODEL 2
3653 — — — M-1-C7 — — —	600B-01-CE_ASHCROFT GAUGE,PRESSURE,0-30 3 PSI,DURAGAUGE,ASHCROFT_#45-
3654 M-1-C5	1377SS-04B GAUGE,PRESSURE,0-200 PSI/14KG/CM2 3 ,DURAGAUGE,ASHCROFT #45-1377SS- 04B
3655 M-1-C5	GAUGE, PRESSURE, 0-160 PSI - 11 3
	KG/CM2, DURAGAUGE,ASHCROFT #45- 
3656 M-1-C6	GAUGE,PRESSURE,0-300 PSI - 21 3 KG/CM2, DURAGAUGE,ASHCROFT #45-
3657 M-1-C6	13775S-048 GAUGE,PRESSURE,0-10K PSI - 7000KPA, 3 DURAGAUGE,ASHCROFT #45-1279SS- 04L
3658	04L GAUGE,PRESSURE,0-55 PSI - 4 KG/CM2, 3 DURAGAUGE,ASHCROFT #45-1279SS- 04L
3659 M-1-C6	GAUGE.PRESSURE.0-350 PSI - 25 2
3660 M-1-C5	1279SS-04L GAUGE,PRESSURE,0-30 PSI - 2 KG/CM2, 3 COMMERCIAL,ASHCROFT #35-1005-02B
3661 M-1-C5	GAUGE,PRESSURE,0-150 PSI - 10 2 KG/CM2,COMMERCIAL,ASHCROFT #35-
3662	1005-02B GAUGE,PRESSURE,0-60 PSI - 4 3 KG/CM2,COMMERCIAL,ASHCROFT #35-
3663 M-1-C5	1005-02B GAUGE,PRESSURE,0-6000 PSI - 400 3 BAR,GEN SERVICE,ASHCROFT #25-
3664 M-1-C5	1009SWL-02L GAUGE,PRESSURE,0-100 PSI - 7 BAR,GEN 1 SERVICE,ASHCROFT #25-1009SWL-02B
3665 M-1-C7	GAUGE, PRESSURE, BELLOWS, 20"H2O - 3 37 MMHG, ASHCROFT #45-1187SS-04B
3666 M-1-D2	GAUGE, MAGNEHELIC, 15 PSI, DWYER 3
3667 M-1-D2	#4215 FLOWMETER, DWYER #RMA-9-SSV 1
3668 M-1-C5	GAGE, DIFFERENTIAL PRESSURE 30 3 3 9
	BRUSHES, TURNING GEAR MOTOR, 20 8 8
3670	HP, W501F, BALDOR 93A088-2693, HELWIG 10-127592, GE 25C8106P04 PROBE, THRUST, 3300 8MM, 3/8-24 UNF, 6
3671 M-4-D5-4A	330105-02-12-10-02-00 SWITCH, ACTUATOR DP, MOOG IGV, 3
3690 M-3-C14	_G4536-70V, AUX0003531 
3691 M-3-C12	COOLER PART # 6- B136 V BELT, 5 GROVE, BANDED, ROTOR A R 1
3805 M-3-B4	COOLER PART # B158 SWITCH, THERMOSTAT, 120VAC, 38-70F 1 RANGE, NOMALLY OPEN, DWYER 860EH-3-
390004 M-3-C9	62 X P. SWITCH, 3 STACKS, VOLTAGE REG, 1
3938M-1-D6	ELECTROSWITCH_SER_24_74203ZP
4125613 M-3-C10	RELAY, MODEL 12HGA11S52

1126026 N. 4 D. 4 A	
4136036 M-4-B4-1A 4150 W-2-D2	SEAL, PUMP , P/N D08717A146241 1 ACTUATOR, C-STAGE, FUEL GAS, 2", TXP, 1
4156 M-1-D5	MOOG, part# 80-109B109 DESICCANT, CASE BREATHER, DES- 4
	CASE, HYDRAULIC, DC/6-D
4194 M-4-E4-4A	COIL, SOLENO D, VALVE, 125VDC, MOOG, 2 C54404-125D, HYDRAFORCE, 4302225
4300 M-3-B1	ASSEMBLY, COUPLING GR D & COVER, 1 1 1 1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
4302 M-2-A1	FILTER ELEMENT, 0 35 MICRON, 20*, 16 INLET FOGG NG SYS, FUP-27, 921-0.35
4320 M-4-E4-3A	VALVE, CHECK, ACTUATOR, FUEL GAS, 1 PILOT/A/B/C-STAGE, A55221-003, MOOG
4321	VALVE, CARTRIDGE, ACTUATOR, FUEL 1 GAS, PILOT/A/B/C-STAGE, G5261-001,
4322 M-4-E4-3C	MOOG INDICATOR ASSY, F LTER ALARM,
4327 M-4-E4-4B	VISUAL, MOOG PN C66875-072V INDICATOR ASSY, F LTER ALARM, MOOG
4334	PN C74021-072V SENSOR, NDUCTIVE, SPEED PROBE, 1 15MM PROX SENSOR, PF NJ15-30GK-N
4336 M-4-E5-4B	CONVERTER, UNIVERSAL FREQUENCY
	KFU8-UFC-EX1.D
4346 M-3-C7	TRANSMITTER, PRESSURE, 0-800 PSI, 1 3051TA3A2B21AE5, ROSEMOUNT, P2C
4488 M-4-D3-2A	COIL, SOLENO D VALVE, FOGG NG PUMP, 2 2
4489 M-4-D3-2B	KIT, VALVE REPAIR, FOGGING SKID, PN 1 1 1 KIS211AF02L7FG9
4515 M-3-D8	TRANSMITTER, DIFFERENTIAL 2 PRESSURE, 0 - 2000PSI,
4529 I-1-A	3051CD5A02A1AH2B8K5 MODULE, ANALOG, OUTPUT, P/N 2
4531 M-4-B4-3A	_FSA01H_FLOBOSS_3005361FS002
4767 BLU-WHSE	(81000011) CISCO 81000013 COUPLING, FLEXIBLE DISC, TORQUE
	CONVERTER TO GENERATOR, 501F, VOITH
4809 I-1-B	KEYPAD, SV9000, ROTOR AIR 1 COOLER, CUTLER-HAMMER, SV9MLPNL
4818 M-4-D3-2C	KIT, REPAIR, S211, VALVE, DIAPHRAGM, 1 1" NPT, KS211AF02L7GJ2, 015-0091BA
4822 — — — M-3-C10 — —	SMOKE DETECTOR, IONIZATION, INTEL,
4841 — — — — M-3-C9 — — —	AM FIRE FSI-851 MODULE, TEMPERATURE, RTD. 1
4888M-4-F4-3A	INTRINSICALLY SAFE, ROSEMOUNT, 644R- AI5-F6-Q4
4888 M-4-F4-3A	KIT, F LTER, 760 SERIES, SERVO VALVE, 777 HYDRAULIC, CONTROL OIL, MOOG,
4970 — — — — <u>—</u> — <u>—</u> — <u>—</u> — — — — — — — —	B52555RR004K001 TRANSMITTER, RTD, RECIRC, PN: TH11 3 PT100, 30-250F, FOGGING SYSTEM
4972 W-3-C5	FILTER, ELEMENT, LUBE OIL, W501F, 6 21
50100001 W-3-D3	MICRON HYPRO PN: HP020228-6MV MOTOR, 20 HP, DC, TURN NG GEAR,1
50100007 W-3-D2	W501F BALDOR 93A088-2693 MOTOR, 30 HP, 1773 RPM, FR 286T, 460
50100033 — M-1-A11 — -	VAC_LUBE OL COOLER_W501F RELAY, SYNC CHECK, W501F, SWPC 1 AUX0001382, BASLER ELECTIRC BE125-
50100053 BLU-WHSE	M1EA7PN5U6F TRANSFORMER, NEUTRAL GROUNDING, 1
50100071M-3-C1	W501F SHEAVE, MOTOR, LO COOLER, W501F 2
50100072 M-1-B5	MOTOR, PUMP, GEN BREAKER, ABB, 110- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
50100073M-1-B5	VALVE, CONTROL, OPEN, GEN BREAKER, 1
50100074 M-1-B5	W501F_GPFX730094R92 VALVE, CONTROL, CLOSE, GEN 1
50100075 M-1-B5	BREAKER W501F GPFX730094R92 BRUSHES, CARBON, GEN BREAKER, 24
	W501F GPFX052143P0098

50100103	BLU-WHSE	BUSH NG, HIGH VOLTAGE, GSU TRANSFORMER, 245 MVA, 345/18KV,	3		
50100258	M-3-D12	OFTA 1175-345-800 KIT, OVERHAUL, FIRE PUMP, AURORA, 476-0633-644			
50100265	M-3-C13	BELT, V, 7100 SERIES AIR COMPRESSOR	6		
50100346	M-4-B5-3D	DETECTOR, THERMAL, FENWAL, FIRE	<sub>2</sub> ·		
50100347	M-4-B5-4C	SYS W501F 12-F27121-000-06 325F DETECTOR, THERMAL, FENWAL, FIRE	= = = - <sub>2</sub> = = - ·		
50100353	M-3-A8	SYS W501F 12-H27121-000-08 600F TRANSMITTER, PRESSURE,	<b></b> <sub>2</sub> <b></b>		
		ROSEMOUNT, DP, FUELGAS FLOW, 3051CD3A02A2AH2B8			
50100375	M-1-D8	CABLE, EXTENSION 8 METER, BENTLY NEVADA 330130-080-00-00	8		
50100377	M-1-D7	PROBE, PROXIMITY 8MM, 9 METER LEAD, BENTLY NEVADA, 330101-00-28-90-02-00	7		
50100382	M-1-D7	PROXIMITOR, 5MM AND 8MM, 9 METER, BENTLY NEVADA, 330100-90-00			
50100488	M-3-A7	VALVE, SOLENO D, VALVE AND COIL ASSEMBLY, HC8316G66MB, 125 DC, ASCO			
50100491	M-1-D8	RED HAT W501F CABLE, DYNAMIC PRESSURE TRANSDUCER, BENTLY, W501F, 145536-	<b></b>		
50100492	M-3-C9	O1 CONTROLLER, PLC, MICROLOGIC,	= = = - <sub>3</sub> = = - ·	<u>^</u>	
50100519	W-3-T4	W501F 1761-L32BBB THERMOCOUPLE, FLASHBACK, W501F,			
50100547	W-3-C7	SWPC 4283C05001, LPG 4283C05-001 THERMOCOUPLE, BLADE PATH, W501F,	<sub>8</sub>		
50100548	W-3-T2	SWPC, 897C327001, USE ITEM #5331			
50100549	W-3-T3	W501F_SWPC_7863D61001 THERMOCOUPLE, DISC CAVITY #3,			
50100550	W-3-T3	W501F, SWPC, 7863D61002 THERMOCOUPLE, DISC CAVITY #4.			
50100570	BLU-WHSE	W501F, SWPC, 7863D61003 BUSH NG, LOW VOLTAGE, GSU	= = = = = = = = = = = = = = = = = = = =		
		TRANSFORMER, 501F, 025V0750VW, ABB	-		
50100577	BLU-WHSE	BUSH NG, HIGH VOLTAGE, GSU TRANSFORMER, 501F, 230MVA/345/18KV, 362W0800UB,	3		
50101062	M-3-B6	SWITCH, MAGNETIC, GLYCOL, TEWAC, GEMS, 85350	2		
505-5400001-R	W-3-C6	NOZZLE, FUEL, PILOT, DUAL FUEL, DLN, COMBUSTION, 501F, 7930D88G03, 1 REPAIR CYCLE	2		
505-5400001-R1	W-3-C6	NOZZLE, FUEL, PILOT, DUAL FUEL, DLN, COMBUSTION, 501F, 7930D88G03,	<sub>1</sub> ·		
505-6350056	M-3-C8	REFURBISHED RELAY, AUX., GENERATOR, COMP.	<sub>2</sub>		
507-1600064	M-4-D5-3D	BOARD, AMP, CIRCUIT, FOR 1151AP, DP & GP	<u> </u>		
5600	M-4-B2-4A	ANALOG RETRANSMITS (4CH), OUTPUT MODULE, #SNFI-20 ELECTRO			
5863	M-4-B2-4B	INDUSTRIES/GUAGE TECH SCREW, CAP SOCKET HEAD, SIEMENS .375-1.50 # PW2346C25024	= = = - <u>40</u>		
629-1600072	M-4-D5-3D	BOARD, CIRCUIT, CALIB., FOR 1151AP, DP&G	·		
661-8600001	M-3-A11	UNIT, WEATHERPROOF DRIVER (RATED 30 WATTS @ 16 OHMS)	<sub>1</sub> ·		
6791	M-4-G5-1A	SEAL 55X70X8 A-NBR TURNING GEAR FLENDER GEAR BOX RO2462	<sub>1</sub> ·		
6816	BLU-WHSE	COUPLING, GEAR, 501F, VOITH 304004619	<sub>1</sub> ·		
6817	BLU-WHSE	COUPLING, DISC, 501F, VOITH 304005135			
6887	M-1-A2	SOLENOID ASCO PART #8320G184 MS 3- WAY 1/4" 120/60	·		
695-6050001	M-4-D4-2C	PROBE, VIBRATION PROXIMITOR8MM/9 METER 330100-50-00			
711-8200000	M-3-C11	TRANSDUCER, I/P, MOD 3311DS1J1, CURRENT/PRESSURE, ROSEMOUNT	<u>3</u> ·		
7146223	I-4-C1-R	FUSE, 250V, 35 AMPS, NON-35/BUSS	15		
7900007	I-1-C	MODULE, 3500 RACK INTERFACE, 3500/20 01-02-00	)- 1		
		······································			

872-535000	5		W-3-D	01				MOTOR, 10 HP, 215T BALDOR			1		
IP861606	-	-	M-3-A	11	-	-	-	STARTER, ELECTRICAL, MAGNETIC, 1, 480,	-	-	-1	 -	
IP872582	-	-	M-4-B	5-1	B	-	-	,,3, AN16DN0AB RELAY, P/N 420221, ALLEN BRADLEY	-	-	-1	 -	
SWPC-	-	-	w-3-0	24	-		-	_700HA32A1, 120 VAC, R NG, C-GAS, 6-LEG, 501F, 8154D99G02	-	-		 -	
6CGRG02								(SWPC WARRANTY ITEM)					