Ms. Mary Jo Kunkle  
Executive Secretary  
Michigan Public Service Commission  
6545 Mercantile Way, STE 7  
Lansing, MI 48909

Re: In the Matter of The Detroit Edison Company’s Compliance with Acts 286 & 295  
MPSC Case No U-15806-RPS

Dear Secretary Kunkle:

Official MWPA Exhibit MWP-5, as admitted during the hearing in U-15806-RPS is attached.

Please call if you have any questions.

Very truly yours,

HOWARD & HOWARD ATTORNEYS PLLC

Jon D. Kreucher

Filed Electronically in E-Docket

cc: Judge Stump
March 18, 2009

Jon D. Kreucher, Esq.
Howard & Howard, PC
450 W 4th St
Royal Oak, MI 48067

Re: In the matter, on the Commission’s own motion, regarding the regulatory reviews, revisions, determinations, and/or approvals necessary for The Detroit Edison Company to fully comply with Public Acts 286 and 295 of 2008 MPSC Case No. U-15806-RPS (Paperless e-file)

Dear Mr. Kreucher:

Attached is The Detroit Edison Company’s partial response (MWPADTE 1.11/12, 1.12/13, 1.13/14 and 1.25C/26) to the Michigan Wholesale Power Association’s First Discovery Request. This response constitutes the remainder of Detroit Edison’s response to MWPADTE’s First Discovery Request. Also attached is a Proof of Service.

Very truly yours,

Jon P. Christinidis

Jon P. Christinidis

JPC/kbt
Attachment
cc: ALJ Barbara A. Stump (cover letter and POS only)
    Service list
Question: Other than the publication noted in the immediately-preceding discovery request, has Witness Gallagher referenced any other S&P publications which relate to or concern the manner in which S&P may adjust a utility's financial metrics for the purpose of making standardized comparisons of creditworthiness among utilities? If so, please produce a copy of all such S&P publications referenced by Mr. Gallagher prior to the submission of his testimony in these proceedings.

Answer: The additional S&P publication enclosures include:


See Attachment MWPAD1.12/13
Standard & Poor's Methodology For Imputing Debt For U.S. Utilities’ Power Purchase Agreements

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Standard & Poor’s Methodology For Imputing Debt For U.S. Utilities’ Power Purchase Agreements

For many years, Standard & Poor’s Ratings Services has viewed power supply agreements (PPA) in the U.S. utility sector as creating fixed, debt-like, financial obligations that represent substitutes for debt-financed capital investments in generation capacity. In a sense, a utility that has entered into a PPA has contracted with a supplier to make the financial investment on its behalf. Consequently, PPA fixed obligations, in the form of capacity payments, merit inclusion in a utility’s financial metrics as though they are part of a utility’s permanent capital structure and are incorporated in our assessment of a utility’s creditworthiness.

We adjust utilities’ financial metrics, incorporating PPA fixed obligations, so that we can compare companies that finance and build generation capacity and those that purchase capacity to satisfy customer needs. The analytical goal of our financial adjustments for PPAs is to reflect fixed obligations in a way that depicts the credit exposure that is added by PPAs. That said, PPAs also benefit utilities that enter into contracts with suppliers because PPAs will typically shift various risks to the suppliers, such as construction risk and most of the operating risk. PPAs can also provide utilities with asset diversity that might not have been achievable through self-build. The principal risk borne by a utility that relies on PPAs is the recovery of the financial obligation in rates.

The Mechanics Of PPA Debt Imputation

A starting point for calculating the debt to be imputed for PPA-related fixed obligations can be found among the "commitments and contingencies" in the notes to a utility’s financial statements. We calculate a net present value (NPV) of the stream of the outstanding contracts’ capacity payments reported in the financial statements as the foundation of our financial adjustments.

The notes to the financial statements enumerate capacity payments for the five years succeeding the annual report and a "thereafter" period. While we have access to proprietary forecasts that show the detail underlying the costs that are amalgamated beyond the five-year horizon, others, for purposes of calculating an NPV, can divide the amount reported as "thereafter" by the average of the capacity payments in the preceding five years to derive an approximate tenor of the amounts combined as the sum of the obligations beyond the fifth year.

In calculating debt equivalents, we also include new contracts that will commence during the forecast period. Such contracts aren’t reflected in the notes to the financial statements, but relevant information regarding these contracts are provided to us on a confidential basis. If a contract has been executed but the energy will not flow until some later period, we won't impute debt for that contract until the year that energy deliveries begin under the contract if the contract represents incremental capacity. However, to the extent that the contract will simply replace an expiring contract, we will impute debt as though the future contract is a continuation of the existing contract.

We calculate the NPV of capacity payments using a discount rate equivalent to the company’s average cost of debt, net of securitization debt. Once we arrive at the NPV, we apply a risk factor, as is discussed below, to reflect the benefits of regulatory or legislative cost recovery mechanisms.
Balance sheet debt is increased by the risk-factor-adjusted NPV of the stream of capacity payments. We derive an adjusted debt-to-capitalization ratio by adding the adjusted NPV to both the numerator and the denominator of that ratio.

We calculate an implied interest expense for the imputed debt by multiplying the same utility average cost of debt used as the discount rate in the NPV calculation by the amount of imputed debt. The adjusted FFO-to-interest expense ratio is calculated by adding the implied interest expense to both the numerator and denominator of the equation. We also add implied depreciation to the equation's numerator. We calculate the adjusted FFO-to-total-debt ratio by adding imputed debt to the equation's denominator and an implied depreciation expense to its numerator.

Our adjusted cash flow credit metrics include a depreciation expense adjustment to FFO. This adjustment represents a vehicle for capturing the ownership-like attributes of the contracted asset and tempers the effects of imputation on the cash flow ratios. We derive the depreciation expense adjustment by multiplying the relevant year's capacity payment obligation by the risk factor and then subtracting the implied PPA-related interest expense for that year from the product of the risk factor times the scheduled capacity payment.

Risk Factors

The NPVs that Standard & Poor's calculates to adjust reported financial metrics to capture PPA capacity payments are multiplied by risk factors. These risk factors typically range between 0% to 50%, but can be as high as 100%. Risk factors are inversely related to the strength and availability of regulatory or legislative vehicles for the recovery of the capacity costs associated with power supply arrangements. The strongest recovery mechanisms translate into the smallest risk factors. A 100% risk factor would signify that all risk related to contractual obligations rests on the company with no mitigating regulatory or legislative support.

For example, an unregulated energy company that has entered into a tolling arrangement with a third-party supplier would be assigned a 100% risk factor. Conversely, a 0% risk factor indicates that the burden of the contractual payments rests solely with ratepayers. This type of arrangement is frequently found among regulated utilities that act as conduits for the delivery of a third party's electricity and essentially deliver power, collect charges, and remit revenues to the suppliers. These utilities have typically been directed to sell all their generation assets, are barred from developing new generation assets, and the power supplied to their customers is sourced through a state auction or third parties, leaving the utilities to act as intermediaries between retail customers and the electricity suppliers.

Intermediate degrees of recovery risk are presented by a number of regulatory and legislative mechanisms. For example, some regulators use a utility's rate case to establish base rates that provide for the recovery of the fixed costs created by PPA's. Although we see this type of mechanism as generally supportive of credit quality, the fact remains that the utility will need to litigate the right to recover costs and the prudence of PPA capacity payments in successive rate cases to ensure ongoing recovery of its fixed costs. For such a PPA, we employ a 50% risk factor. In cases where a regulator has established a power cost adjustment mechanism that recovers all prudent PPA costs, we employ a risk factor of 25% because the recovery hurdle is lower than it is for a utility that must litigate time and again its right to recover costs.

We recognize that there are certain jurisdictions that have true-up mechanisms that are more favorable and frequent than the review of base rates, but still don't amount to pure pass-through mechanisms. Some of these mechanisms
are triggered when certain financial thresholds are met or after prescribed periods of time have passed. In these instances, in calculating adjusted ratios, we will employ a risk factor between the revised 25% risk factors for utilities with power cost adjustment mechanisms and 50%.

Finally, we view legislatively created cost recovery mechanisms as longer lasting and more resilient to change than regulatory cost recovery vehicles. Consequently, such mechanisms lead to risk factors between 0% and 15%, depending on the legislative provisions for cost recovery and the supply function borne by the utility. Legislative guarantees of complete and timely recovery of costs are particularly important to achieving the lowest risk factors.

Illustration Of The PPA Adjustment Methodology

The calculations of the debt equivalents, implied interest expense, depreciation expense, and adjusted financial metrics, using risk factors, are illustrated in the following example:

<table>
<thead>
<tr>
<th>Example Of Power-Purchase Agreement Adjustment</th>
<th>Assumption</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Thereafter</th>
</tr>
</thead>
<tbody>
<tr>
<td>($000s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash from operations</td>
<td>2,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funds from operations</td>
<td>1,500,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest expense</td>
<td>444,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Directly issued debt                          |            |        |        |        |        |        |            |
| Short-term debt                               | 600,000    |        |        |        |        |        |            |
| Long-term due within one year                 | 300,000    |        |        |        |        |        |            |
| Long-term debt                                | 500,000    |        |        |        |        |        |            |
| Shareholder's Equity                          | 8,000,000  |        |        |        |        |        |            |
| Fixed capacity commitments                    | 600,000    | 600,000| 600,000| 600,000| 600,000| 600,000| 4,200,000*|

| NPV of fixed capacity commitments            |            |        |        |        |        |        |            |
| Using a 6.0% discount rate                    | 5,030,306   |        |        |        |        |        |            |
| Application of an assumed 25% risk factor     | 1,257,577   |        |        |        |        |        |            |
| Implied interest expense ($/year)             | 75,455     |        |        |        |        |        |            |
| Implied depreciation expense ($/year)         | 74,545     |        |        |        |        |        |            |

| Unadjusted ratios                              |            |        |        |        |        |        |            |
| FFO to interest ($)                            | 4.4        |        |        |        |        |        |            |
| FFO to total Debt (%)                         | 20.0       |        |        |        |        |        |            |
| Debt to capitalization (%)                    | 55.0       |        |        |        |        |        |            |

| Ratios adjusted for debt imputation           |            |        |        |        |        |        |            |
| FFO to interest ($)                            | 4.0        |        |        |        |        |        |            |
| FFO to total Debt (%)                         | 18.0       |        |        |        |        |        |            |
| Debt to capitalization (%)                    | 59.0       |        |        |        |        |        |            |

*Thereafter: approximate years: 7. $\Delta $The current year's implied interest is subtracted from the product of the risk factor multiplied by the current year's capacity payment.
$\Delta $The current year's implied interest and depreciation are added. $\Delta \Delta $Adds implied interest to the numerator and denominator and adds implied depreciation to FFO. $\Delta \Delta $Adds implied depreciation expense to FFO and implied debt to reported debt.
$\Delta \Delta \Delta $Add implied debt to both the numerator and denominator. FFO–Funds from operations. NPV–Net present value.
Short-Term Contracts

Standard & Poor’s has abandoned its historical practice of not imputing debt for contracts with terms of three years or less. However, we understand that there are some utilities that use short-term PPAs of approximately one year or less as gap fillers pending the construction of new capacity. To the extent that such short-term supply arrangements represent a nominal percentage of demand and serve the purposes described above, we will neither impute debt for such contracts nor provide evergreen treatment to such contracts.

Evergreen Treatment

The NPV of the fixed obligations associated with a portfolio of short-term or intermediate-term contracts can lead to distortions in a utility’s financial profile relative to the NPV of the fixed obligations of a utility with a portfolio of PPAs that is made up of longer-term commitments. Where there is the potential for such distortions, rating committees will consider evergreen treatment of existing PPA obligations as a scenario for inclusion in the rating analysis. Evergreen treatment extends the tenor of short- and intermediate-term contracts to reflect the long-term obligation of electric utilities to meet their customers’ demand for electricity.

While we have concluded that there is a limited pool of utilities whose portfolios of existing and projected PPAs don’t meaningfully correspond to long-term load serving obligations, we will nevertheless apply evergreen treatment in those cases where the portfolio of existing and projected PPAs is inconsistent with long-term load-serving obligations. A blanket application of evergreen treatment is not warranted.

To provide evergreen treatment, Standard & Poor’s starts by looking at the tenor of outstanding PPAs. Others can look to the "commitments and contingencies" in the notes to a utility's financial statements to derive an approximate tenor of the contracts. If we conclude that the duration of PPAs is short relative to our targeted tenor, we would then add capacity payments until the targeted tenor is achieved. Based on our analysis of several companies, we have determined that the evergreen extension of the tenor of existing contracts and anticipated contracts should extend contracts to a common length of about 12 years.

The price for the capacity that we add will be derived from new peaker entry economics. We use empirical data to establish the cost of developing new peaking capacity and reflect regional differences in our analysis. The cost of new capacity is translated into a dollars per kilowatt-year (kW-year) figure using a weighted average cost of capital for the utility and a proxy capital recovery period.

Analytical Treatment Of Contracts With All-In Energy Prices

The pricing for some PPA contracts is stated as a single, all-in energy price. Standard & Poor’s considers an implied capacity price that funds the recovery of the supplier’s capital investment to be subsumed within the all-in energy price. Consequently, we use a proxy capacity charge, stated in $/kW, to calculate an implied capacity payment associated with the PPA. The $/kW figure is multiplied by the number of kilowatts under contract. In cases of resources such as wind power that exhibit very low capacity factors, we will adjust the kilowatts under contract to reflect the anticipated capacity factor that the resource is expected to achieve.

We derive the proxy cost of capacity using empirical data evidencing the cost of developing new peaking capacity.

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We will reflect regional differences in our analysis. The cost of new capacity is translated into a $/kW figure using a weighted average cost of capital and a proxy capital recovery period. This number will be updated from time to time to reflect prevailing costs for the development and financing of the marginal unit, a combustion turbine.

Transmission Arrangements

In recent years, some utilities have entered into long-term transmission contracts in lieu of building generation. In some cases, these contracts provide access to specific power plants, while other transmission arrangements provide access to competitive wholesale electricity markets. We have concluded that these types of transmission arrangements represent extensions of the power plants to which they are connected or the markets that they serve. Irrespective of whether these transmission lines are integral to the delivery of power from a specific plant or are conduits to wholesale markets, we view these arrangements as exhibiting very strong parallels to PPAs as a substitute for investment in power plants. Consequently, we will impute debt for the fixed costs associated with long-term transmission contracts.

PPAs Treated As Leases

Several utilities have reported that their accountants dictate that certain PPAs need to be treated as leases for accounting purposes due to the tenor of the PPA or the residual value of the asset upon the PPA’s expiration. We have consistently taken the position that companies should identify those capacity charges that are subject to operating lease treatment in the financial statements so that we can accord PPA treatment to those obligations, in lieu of lease treatment. That is, PPAs that receive operating lease treatment for accounting purposes won’t be subject to a 100% risk factor for analytical purposes as though they were leases. Rather, the NPV of the stream of capacity payments associated with these PPAs will be reduced by the risk factor that is applied to the utility’s other PPA commitments. PPAs that are treated as capital leases for accounting purposes will not receive PPA treatment because capital lease treatment indicates that the plant under contract economically "belongs" to the utility.

Evaluating The Effect Of PPAs

Though history is on the side of full cost recovery, PPAs nevertheless add financial obligations that heighten financial risk. Yet, we apply risk factors that reduce debt imputation to recognize that utilities that rely on PPAs transfer significant risks to ratepayers and suppliers.

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Criteria | Corporates | General:
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Criteria | Corporates | General:
Standard & Poor's Encyclopedia Of Analytical Adjustments For Corporate Entities

(Editor's Note: Credit analysts authorized to answer questions about these criteria are listed in table 3 at the end of this report.)

Analytical Adjustments To Financial Statements Of Corporate Entities

Financial statement analysis is central to Standard & Poor's Ratings Services' rating methodology. Financial statements, including the accompanying footnotes and disclosures, provide Standard & Poor's analysts with an abundance of information incorporated in the determination and surveillance of ratings. But the issuer's financial statements (historical or projected) are not necessarily viewed as "Truth"--i.e., the optimal or ultimate depiction of the economic reality of the issuer's financial performance and position. The financial analysis process necessitates making certain analytical adjustments to financial statements, to arrive at measures we believe are more reflective of creditors' risks, rights, and benefits; enable more meaningful peer and period-over-period comparisons; and facilitate more robust financial forecasts.

Adjusting financials long has been our practice, and is an integral part of the rating process. Although such adjustments revise certain amounts reported by issuers under applicable Generally Accepted Accounting Principles (GAAP), that does not imply that we challenge the application of GAAP by the issuer, the adequacy of its audit or financial reporting process, or the appropriateness of GAAP accounting to fairly depict the issuer's financial position and results for other purposes.

Rather, it reflects a fundamental difference between accounting and analysis. The accountant necessarily must find one number to use in presenting financial data. The analyst, by definition, picks apart the numbers. Good analysis looks at multiple perspectives--and utilizes adjustments as an analytical technique to depict a situation differently for a specific purpose or to gain another vantage point.

Note that (adjusted) financial measures serve as a baseline for a much broader analytic process, in which we consider a myriad of other financial and non-financial factors, both qualitative and quantitative. These include, to name only a few: economic, regulatory, and geopolitical influences; management and corporate governance attributes; key performance indicators; competitive trends; product-mix considerations; R&D prospects; patents rights; and labor relations. To that end, supplementary interpretive nonfinancial and trend data, such as the information provided in the Management Discussion & Analysis section of SEC filings, as well as data gathered from our discussions with companies, other industry participants and experts, is essential.

We here summarize common adjustments we make to financial statements of global corporate entities reporting under U.S. GAAP, International Financial Reporting Standards (IFRS), or substantially equivalent accounting conventions. Although certain adjustments are refined or modified, this article introduces no material change in our methodology or criteria.

The analytical rationale underlying our adjustments, and certain specifics of making them, can be found in Standard & Poor's Corporate Ratings Criteria 2006, available at www.corporatecriteria.standardandpoors.com, and on

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Analytical Adjustments' Objectives

The objectives relating to specific financial adjustments can be classified into one or more of the following categories:

**Facilitate comparability**

Because the rating thought process is very much one of comparisons, it is important to have a common frame of reference. Analytical comparisons encompass both peer comparisons, in which the issuer's performance and its financial position are benchmarked against its peer group, as well as period-over-period comparisons, in which the issuer's current performance is contrasted with that of the prior periods' results or budget or plan. Adjustments in this category are intended to align accounting principles. Issuers' financials are adjusted where different options are allowed under GAAP for similar transactions, or where the peer group is reporting under different accounting conventions, for example, comparing companies using U.S. GAAP and IFRS.

Examples of accounting policy options existing within U.S. GAAP and/or IFRS:

- Interest and other borrowing costs: capitalize or expense.
- Jointly controlled entities: equity method or proportionate consolidation methods.
- Property plant and equipment: depreciated cost or revaluation.
- Investment property: reported at cost or fair value.
- Inventories: First-In-First-Out (FIFO) or weighted-average-cost methods.
- Pension and other defined benefit obligations: corridor deferral or on-balance sheet methods.
- Financial assets: fair value and record the gains and losses currently in earnings or classify and account for as held-to-maturity or available-for-sale.
- Financial liabilities: fair value through profit or loss or account under amortized or historical cost methods.
- Hedge accounting: apply hedge accounting or not. Additionally, there is always the implicit choice of opting out of hedge accounting simply by not documenting them in the manner required as a prerequisite for hedge accounting.

**Facilitate period-over-period comparisons**

Financials are adjusted where data reported in the current period are not comparable with that of past periods (e.g., when an acquisition or a change in accounting standards are accounted for prospectively, without restating the prior-period statements, rendering unadjusted data comparisons meaningless).

**Normalize different estimates and assumptions**

Financials should be adjusted where the use of varying assumptions in deriving financial statements' amounts by peer companies materially impacts the ability to make meaningful comparisons (e.g., divergent discount rates for pension obligations; varying assets' useful lives estimates for depreciation purposes). However, in most cases, such adjustments represent an ideal that is difficult to achieve, given a lack of sufficient data to enable recasting the original information.

Comparability also is affected by varying financial statement formats/presentations—even if accounted for identically with respects to methods and assumptions. Accordingly, we frequently reclassify items. For example, interest, dividends, and tax cash flows that have been reported as investing or financing activities may be reclassified as
operating cash flow activities in order to avoid distorted comparisons.

**Better reflect underlying economics**

Adjustments in this category are intended to:

- Adjust where the accounting may diverge from our view of the economic substance of an underlying business activity or transaction (e.g., to eliminate the smoothing effects of unrecorded post-retirement obligations, add securitized assets and related obligations when we believe substantial risks are retained by the issuer, define the appropriate consolidated group for analytic purposes, incorporate the potential outcome of a major contingency or litigation, and recast operating (case-related measures).

- Adjust for underlying assumptions or estimates we view as overly aggressive, overly conservative, or not reflective of the underlying economics.

**Adjust for inconsistencies within accounting treatments**

Even a single line item may include items valued under different approaches. For example, under IFRS or U.S. GAAP, debt might include a bond valued at amortized cost, another whose value has been adjusted for fair value hedge accounting by the amount of hedged risk, another that has been fully fair valued under the fair value option, and yet another that had been brought to fair value when the subsidiary that issued it was acquired by the group and subsequently has been amortized. In these situations, we generally will reflect the obligation at its par amount.

**Better reflect creditors' risks and rights**

Some adjustments address financial statement presentation that does not faithfully depict the relationship between the enterprise and its creditors. It includes considerations of legal status and priority of obligations and claims (e.g., evaluation of consolidated subsidiary creditors' and minority investor rights).

**Enhance forecasting**

We evaluate financial data both retrospectively and prospectively. Retrospective analysis of financial statement data is useful in evaluating an issuer's past performance compared with its peers or trends or budget. Prospective analysis (i.e., forecasting) is critical in evaluating an issuer's ability to generate future resources sufficient to service its financial obligations. To help make forecasts meaningful, it is important to adjust for certain past occurrences that are not indicative of future performance (e.g., elimination of nonrecurring items). Another technique incorporates actual or potential future events that likely would have altered the issuer's past performance on a pro forma basis. Adjustments in this category might include the financial impact of a major acquisition or restructuring activity.

**Incorporating Adjustments Into The Analytical Process**

Our analysis of financial statements begins with a review of accounting characteristics to determine whether ratios and statistics derived from the statements adequately measure a company’s performance and position relative to both its direct peer group and the larger universe of industrial companies. To the extent possible, our analytical adjustments are made to better reflect reality and to minimize differences among companies.

Our approach to adjustments is meant to modify measures used in the analysis, rather than fully recast the entire set of financial statements. Further, it often may be preferable or more practical to adjust separate parts of the financial statements in different ways. For example, while stock-options expense represents a cost of doing business that must be considered as part of our profitability analysis, fully recasting the cash implications associated with their grant on operating cash flows is neither practical nor feasible, given repurchases and complexities associated with tax laws.
driving the deduction timing. Similarly, the analyst may prefer to derive profitability measures from LIFO-based inventory accounting--while retaining FIFO-based measures when looking at the valuation of balance sheet assets.

Certain adjustments are routine, as they apply to many of our issuers for all periods (e.g., operating lease, securitizations, and pension-related adjustments). Other adjustments are made on a specific industry basis (e.g., adjustments made to reflect asset retirement obligations of regulated utilities and volumetric production payments of oil and gas producing companies).

Beyond that, we encourage use of nonstandard adjustments that promote the objectives outlined above. Individual situations require creative application of analytical techniques--including adjustments--to capture the specific fact pattern and its nuances. For example, retail dealer stock sometimes has the characteristics of manufacturer inventory--notwithstanding its legal sale to the dealer. Subtle differences or changes in the fact pattern (such as financing terms, level of inventory relative to sales, and seasonal variations) would influence the analytical perspective.

We recognize that the use of nonstandard adjustments involves an inherent risk of inconsistency. Also, some of our constituencies want to be able to easily replicate and even anticipate our analysis--and nonstandard adjustments may frustrate that ability. However, for us, the paramount consideration is producing the best possible quality analysis. Sometimes, one must accept the tradeoffs that may be involved in its pursuit.

In many instances, sensitivity analyses and range estimates are more informative than choosing a single number. Accordingly, our analysis at times is expressed in terms of numerical ranges, multiple scenarios, or tolerance levels. Such an approach is critical when evaluating highly discretionary or potentially varied outcomes, where using exact measurement is often impossible, impractical, or even imprudent (e.g., adjusting for a major litigation where there is an equal probability of an adverse or a favorable outcome).

Similarly, in some cases, the analyst must evaluate financial information on an adjusted and an unadjusted basis. For example, most hybrid equity securities fall in a grey area that is hard to appreciate merely by making numerical adjustments. So, while we do employ a standard adjustment that splits the amounts in two, we also prefer that our analysts look at measures that treat these instruments entirely as debt--and entirely as equity.

In any event, adjustments do not always neatly allow one to gain full appreciation of financial risks and rewards. For example, a company that elects to use operating leases for its core assets must be compared with peers that purchase the same assets (e.g., retail stores), and our lease adjustment helps in this respect. But we also recognize the flexibility associated with the leases in the event of potential downsizing, and would not treat the company identically with peers that exhibit identical numbers. Likewise, in a receivable securitization, while the sale of the receivables to the securitization vehicle generally shifts some of the risks, often the predominant share remains with the issuer. Beyond adjusting to incorporate the assets and related debt of the securitization vehicles, analysts must appreciate the funding flexibility and efficiencies related to these vehicles and the limited risk transference that may pertain.

Apart from their importance to the quantitative aspects of the financial analysis, qualitative conclusions regarding the company's financial data can also influence other aspects of the analysis--including the assessment of management, financial policy and internal controls.
Communicating Our Adjustments And Related Criteria

We traditionally have incorporated analytical adjustments to the ratings process. Our published key ratio statistics are also adjusted to reflect many of the adjustments made (see Corporate Ratings Criteria 2006—Ratings And Ratios).

We recently established several processes intended to help those who use our ratings better understand the specifics of those adjustments, with respect to both an individual company and the overall criteria underlying our adjustment methodology.

Since 2003, we have published accounting sections that outline our view of the issuer's accounting characteristics, including the underlying considerations and key adjustments made in our published industrial companies' issuer reports. The purpose is to capture in one place the major accounting issues that affect an issuer's financials, their related analytical significance, and the adjustments made; it is not intended to be a summary of every accounting policy.

Recently, we commenced providing a reconciliation table in our credit analysis reports on corporate issuers. (See New Reconciliation Table Shows Standard & Poor's Adjustments To Company Reported Amounts, published Oct. 3, 2006, on Ratings Direct.) This table provides a bridge between a company's reported amounts and various Standard & Poor's adjusted measures. The reconciliation table begins with company reported amounts for a range of balance sheet, earnings, and cash flow measures, then lists adjustments to each measure by topic and our total adjusted measure. Not all adjustments are included as of yet in these reconciliation tables. We are modifying our software to incorporate additional adjustments—but some adjustments may not be included, as they do not lend themselves to precision or standardization (e.g., litigation or other contingencies).

Occasionally, adjustments are based in whole or in part on nonpublic information provided to us during the rating process. Our rating analysis, evaluation, and commentary incorporate consideration of this information, but our published data refer exclusively to publicly available information.

Our criteria governing financial-statement adjustments are subject to ongoing review and occasional revisions necessary to address changes in accounting rules and in response to emerging financial products and structures—consistent with our broad objective of maintaining a dynamic criteria framework capable of addressing evolving market conditions in a timely and comprehensive manner.

When considering significant criteria changes (including ratio adjustments), we solicit public input and comments. In addition, we encourage ongoing dialogue with market participants regarding all criteria matters. We regard this dialogue as an important facet of maintaining a robust criteria framework, responsive to the needs of those who use our ratings and other market participants.

Adjustments And Ratios

The following sections outline the specific adjustments we use in analyzing industrial companies. At the end, we include our key ratios and their definitions. The list of adjustments, in alphabetical order, includes:

- Accrued Interest And Dividends

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Asset Retirement Obligations
Capitalize Development Costs
Capitalize Interest
Captive Finance Operations
Exploration Costs
Foreign-Currency Exchange Gains/Losses
Guarantees
Hybrid Instruments
LIFO/FIFO: Inventory Accounting Methods
Litigation
Non-Recourse Debt Of Affiliates (Scope Of Consolidation)
Nonrecurring Items/Noncore Activities
Operating Leases
Postretirement Employee Benefits/Deferred Compensation
Power Purchase Agreements
Share-Based Compensation Expense
Stranded Costs Securitizations Of Regulated Utilities
Surplus Cash
Trade Receivables Securitizations
Volumetric Production Payment
Workers Compensation/Self Insurance

Accrued Interest And Dividends

Accrued interest that is not already included in reported debt is reclassified as debt. This adjustment allows more consistent comparisons of companies' financial obligations, by eliminating differences arising from the frequency of payments—for example, quarterly, rather than annually—or calendar dates of specific payments—for example, January 1 or December 31.

In a similar vein, accrued dividends on hybrid equity securities are treated as debt, irrespective of the extent of their equity content. (Deferred amounts—whether the deferral was optional or mandatory—are also usually treated as debt, given the need to pay them in a relatively short time. Obviously, we would not include amounts that are noncumulative, which never will be paid.)

Adjustment procedures
- Balance sheet: Accrued interest and dividends are reclassified as debt. There is no adjustment needed to equity.
- Cash flow statement: Since the impact is usually quite limited, no adjustment is performed. Annual cash flow is not affected by payment frequency or dates, except in the year a particular security is issued or retired.

Asset Retirement Obligations

We treat asset retirement obligations (AROs) as debt-like liabilities. AROs are legal commitments, assumed when commissioning or operating long-lived assets, to incur restoration and removal costs for disposing, dismantling or decommissioning those assets. Examples include the costs of plugging and dismantling on- and off-shore oil and gas
facilities; decommissioning nuclear power plants and recycling or storing used nuclear fuel; and capping mining and waste-disposal sites.

These commitments are independent from the level and timing of any cash flow generated by the use of the assets. In certain instances, we expect ARO costs to be reimbursed to the entity through rates or assumed by other parties. When the asset operator's costs are reimbursed by the government or via a rate-setting process, the entity bears far different and less open-ended economic risks—and may not require debt imputation. We have tended to view AROs related to nuclear power plants of rate-regulated U.S. utilities in this light.

Several characteristics distinguish AROs from conventional debt, including timing and measurement uncertainties; tax implications; and the standing of claimants in bankruptcy.

ARO measurement involves a high degree of subjectivity and measurement imprecision. Our starting point is the reported liability amount, which may be adjusted for anticipated reimbursements, asset salvage value, and tax reductions, further adjusted for any assumptions we view as unrealistic.

Most AROs involve obligations to incur costs that may extend well into the future. Uncertainties inherent in their estimation include:

- The amount of the ultimate cost of abandonment, which will depend on the relevant country's laws and asset-specific environmental regulations at retirement; the condition of the markets for the specific assets' retirement services; possible economies of scale for the operator; and whether the activities ultimately are performed by the operator or by a third party.
- The timing of asset retirement, which is subject to assumptions that can change materially. For example, in extractive projects, future price expectations for hydrocarbon or minerals affect the economic life of the assets. For power generators, asset-retirement timing depends notably on local regulatory decisions. Their impact might be favorable (i.e., in the case of an operating license extension) or unfavorable (i.e., in the case of an early mandated closure).
- The discount rate to be used in the present value calculation. U.S. GAAP requires the use of an entity-specific discount rate. Hence, the stronger the entity's credit, the lower the discount rate—and the higher the liability. Similarly, the periodic accretion rate is lower for stronger credits, and higher for weaker credits. If nothing else, this hinders comparability across companies using U.S. GAAP, as well as to IFRS-reporting companies, which use market-related rates adjusted to risk-specific factors attributable to the liability.

AROs are recorded on a pretax basis under most accounting standards. Any expected tax benefits generally are reflected as a separate deferred tax asset on the balance sheet (because the ARO-related asset is depreciated). Tax savings, when they coincide with the ARO payments (as opposed to their provisioning), reduce the net cash cost, which we factor in our analysis to the extent we expect the company to generate taxable income in the particular jurisdiction.

- The obligation, net of any dedicated retirement-fund assets, salvage value, and anticipated tax savings, is added to debt. We generally adjust for the net aggregate funding position, even if some specific obligations are under-funded and others are over-funded.
- Adjustments are made on a tax-effected basis in cases where it is likely the company will be able to use the deductions.
- The accretion of the obligation reflects the time value of money and is akin to non-cash interest—similar to

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post-retirement benefit (PRB) interest charges. Accordingly, we reclassify it (net of earnings on any dedicated funds, if applicable—but never less than zero) as interest expense for both income-statement and cash-flow statement analysis. We keep the net present value of the obligations newly incurred during the period (analogous to PRB service costs) within operating expenses. If dedicated funding is in place and the related returns are not entirely reflected in reported earnings and cash flows, the unrecognized portion of the return on these assets is added and the recognized portion is reclassified to interest expense and operating cash flow.

- Cash payments for abandonment and contributions into dedicated funds that exceed/are less than the sum of newly incurred obligations plus accretion of existing obligations are reclassified as repayment/incurrence of a debt obligation; this increases/decreases operating cash flow and funds from operations by the difference.
- For U.S. rate-regulated utilities that own nuclear power plants included in rate base, we have concluded that the decommissioning liability should not be viewed as an off-balance-sheet liability. This is because of the safeguards that ensure funding sufficiency and collection of decommissioning costs in rates. Funding through customer rates and the probable nature of recovery result in a substantive liability defeasance.

**Adjustment procedures**

**Data requirements**

- The estimated asset retirement obligation (ARO), based on financial statement disclosure or analyst estimate.
- Any associated assets or funds set aside for the ARO.
- ARO interest costs, whether charged to operating or financing costs.
- New provisions (increases in liability during the period).
- Gain or loss on assets set aside for funding.
- Cash payments for AROs.

**Calculations**

- Subtract assets set aside to fund asset-retirement liabilities from the ARO to create a net ARO.
- Multiply this net obligation by (1 - the tax rate) to create ARO debt.
- Subtract both the gain (loss) on assets set aside from the sum of new provisions and interest costs to arrive at the excess contribution/shortfall.
- Multiply this excess contribution/shortfall by (1 - the tax rate) to arrive at the ARO adjustments to funds from operations.

**Procedures**

- ARO debt is added to reported debt.
- ARO interest costs (net of ARO fund earnings) are removed from operating expenses and added to interest expense.
- The ARO funds from operations figure is added to FFO.

*(Please see Asset Retirement Obligations: How SFAS 143 Affects U.S. Utilities Owning Nuclear Plants, published March 31, 2004, and Corporate Ratings Criteria 2006—Corporate Asset-Retirement Obligations, on RatingsDirect.)*
Capitalized Development Costs

Costs relating to the conceptual formulation and design of products for sale or lease commonly are expensed on the income statement—while costs incurred subsequent to establishing the technological feasibility of these products are capitalized. The asset is then amortized over its estimated economic life.

Defining feasibility involves substantial subjectivity. Accordingly, the treatment of product or asset development costs sometimes varies substantially among companies or accounting regimes. For example, many U.S. software companies do not capitalize any software development costs (an analytically conservative approach), while others capitalize certain expenditures and amortize them over future periods.

Expensing, rather than capitalizing, can have a meaningful impact on a company's financial statements and credit metrics, making peer comparisons difficult. Automaker accounting for tooling poses similar comparability issues relating to varying capitalization policies.

While it is acceptable under the applicable accounting rules for a company to capitalize certain development costs, in order to facilitate comparability, we adjust reported financial statements. The amounts capitalized—net of amortization of past capitalization—are treated as if they had been expensed. To the extent that the amortization of past capitalization approximates current development costs, there is no impact on operating expenses, but there is an impact on EBITDA.

This approach helps make companies' operating performance more transparent and comparable, regardless of their stance on capitalizing software and similar development costs. Note, that with respect to energy exploration costs, we take the opposite approach (see adjustment for exploration costs), given the objective of comparability with most companies in that industry and the pragmatic aspects of doing so.

A company's position in its product life cycle has a great effect on its current spending relative to the amortization of past capitalization of development costs. However, as a practical matter—in the absence of more accurate figures—we use the annual amortization figure reported in the financial statements as a proxy for the current year's development costs. We realize, too, that the amount amortized is not entirely comparable across companies, as the amortization period for these assets may vary. For example, in the case of software, it typically ranges from two to five years.

Adjustment procedures

Data requirements

- Amount of development costs incurred and capitalized during the period, or, if unavailable, the amount of amortization of relevant capitalized development costs.

Calculations

- EBITDA and capital expenditures: subtract the amount of net capitalized development costs, or, alternatively, the amortization amount for that year.
- Balance sheet accounts: We do not carry through the adjustment to the cumulative asset (and equity) accounts, weighing the complexity of such adjustments against the immaterial impact that can be expected in most cases.

(Please see Accounting Issues In The U.S. High Technology Group, published Jan. 3, 2007, on RatingsDirect.)

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Capitalized Interest

We factor in capitalized interest as expense in the period when incurred. The valuation of property, plant, and equipment (PP&E) includes, under some GAAP, a cost of carry element relating to multi-period project expenditures. Part of the rationale is that the company must factor the carrying costs when deciding on a project's economics, but this obscures the amount that actually must be paid during the period. Companies may also have significant discretion with respect to the amounts they capitalize, making comparisons difficult. Accordingly, we prefer to focus on total interest cost.

As a result, we reverse interest capitalization and include the amount as an expense. In the cash flow statement, we reclassify capitalized interest from investing to operating cash flow. This correspondingly reduces funds from operations and capital expenditure amounts. Free cash flow remains unchanged.

We do not adjust for the cumulative gross-up of PP&E resulting from interest capitalization, tax effects, or future depreciation effects. That is, we do not try to identify the portion of PP&E attributable to past interest capitalization, in order to reduce PP&E by the amount that would correspond to the expensed view taken on such interest capitalized in the past. It would be impractical to attempt to do so, given the lack of data available. Moreover, the more material impact tends to be to coverage and profitability measures, not to asset or equity-based ratios.

Adjustment procedures
Data requirements

• The amount of capitalized interest during the period.

Calculations

• Interest expense: add amount of capitalized interest; and
• Capital expenditures, FFO, and operating cash flows: reduce by amount of capitalized interest that is reclassified as operating cash flows.

Captive Finance Operations

A captive finance operation (captive) functions primarily as an extension of a company's marketing activities. The captive facilitates the sale of goods or services by providing financing (in the form of loans or leases) to the company's dealers and/or end customers. The captive can be structured as a legally separate subsidiary, or as a distinct operating division or business line of the company. Captive finance units organized as separate subsidiaries are rated the same as their parents in the overwhelming majority of cases, meaning we view the default risk of the subsidiary as being indistinguishable from that of the parent.

Whatever the legal/organizational structure, the two businesses are not analyzed on a consolidated basis. Rather, we segregate financing activities from corporate/industrial activities and analyze each separately, reflecting the differences in business dynamics and economic characteristics, and the appropriateness of different financial measures. Our approach is to create a pro forma captive unit to enable finance-company analytical techniques to be applied to the captive finance activity, and correspondingly appropriate analytical techniques to the pure industrial
company.

Finance assets (e.g., loans receivable and leases)—along with appropriate amounts of debt and equity—are allocated to the pro forma finance company; all other assets and liabilities are included in the parent/industrial balance sheet. Similarly, only finance-related revenues and expenses are included in the pro forma finance company income statement. The debt and equity of parents and captives are apportioned so that both entities will reflect similar credit quality.

In our analytical methodology for captive finance operations, we attribute debt and equity to the pro forma finance company based on our assessment of the quality of the finance assets, taking account of factors such as underwriting standards, charge-off policy, quality of the collateral, and portfolio concentration or diversity. The adjusted financial measures are highly sensitive to assumptions we make about the leverage appropriate to the finance assets in question. We continue to refine our leverage guidelines for major finance asset types.

Adjustment procedures
Note: In almost all instances, financial statements are available that fully consolidate majority-owned captive finance operations; here, consolidated financial statements are assumed as the starting point. Where separate financial statements are also available for the finance unit, information from these can be used to refine the adjustment.

Data requirements
• On-balance-sheet finance receivables and leases, net;
• Finance receivables and leases sold or securitized—carried off-balance-sheet;
• Finance company revenues (if actual finance revenues are unavailable, we use 15% of total finance receivables);
• Finance company administrative expenses (if actual finance company expenses are unavailable, we use 3% of total finance receivables);
• Debt to equity ratio: determined by the "leveragability" of the receivables;
• Interest rate (the average rate experienced by the company); and
• Required fixed charge coverage—an interest coverage appropriate for the rating. (Often 1.25x is used.)

Calculations
• Total finance assets = on-balance-sheet finance receivables and leases + finance receivables and leases sold or securitized (carried off-balance-sheet).
• Finance EBIT = finance revenues - finance expenses.
• Finance company debt = Total finance assets times the debt to equity ratio/(1 + Debt equity ratio). This can never be more than reported consolidated debt; if so the debt to equity ratio should be adjusted. (Separately, consolidated debt is adjusted to reflect the debt equivalent of securitized assets.)
• Finance company equity = total finance assets - finance company debt.
• Finance company interest = most recent two-year average finance company debt x interest rate.
• Finance company required EBIT = finance company interest x required fixed charge coverage.
• Transfer payment = finance company EBIT - finance company required EBIT.
• Subtract finance company revenues from total revenues.
• Subtract finance company expenses from total expenses.
• EBIT = adjusted revenues - adjusted expenses + transfer payment.
• Reduce reported interest by finance company interest.
• Reduce reported debt by finance company debt.
• Reduce reported equity by finance company equity.
• Remove from reported cash flows finance company cash flows.


Exploration Costs

Under some accounting systems, oil and gas exploration and production (E&P) companies may choose between two alternative accounting methods, full cost and successful efforts. These accounting methods differ in what costs these companies capitalize or expense. A successful-efforts-reporting company expenses the costs of unsuccessful exploration drilling (dry-hole costs) and exploration costs, such as geologic and geophysical expenditures (seismic surveys) and the costs of carrying and retaining undeveloped properties. In successful-efforts accounting, only exploratory drilling costs that result in the discovery and development of a commercial oil and gas field may be capitalized and amortized based on the field's proved reserves on a unit-of-production basis; all dry-hole expenditures are expensed as incurred. Using the full-cost accounting method, all exploration and development expenditures are capitalized and amortized over the reserves of the related pool of properties.

Another difference is the size of the cost center used to amortize capitalized costs. Successful-efforts companies use smaller cost centers, such as a particular lease or field; full-cost companies generally use larger cost centers, which may be as large as an entire country.

We view successful-efforts accounting as more appropriate, given the highly risky nature of hydrocarbon exploration. Successful-efforts accounting does not have the potential to inflate equity and smooth earnings to the same degree as full-cost accounting. In general, large companies (e.g., major integrated companies) use the successful-efforts method, while smaller companies (e.g., independent E&P companies) use the full-cost system.

However, our analysis of exploration costs requires making comparisons between companies that use different accounting methods, which can best be accomplished by adding back exploration expense to EBITDA for successful-effort companies. (While we prefer the successful efforts approach, there is no practical way to adjust full cost users to a successful efforts method.) Exploration expense usually is disclosed on the face of the income statement of successful efforts companies. This number often is referred to as EBITDAX.

Given our preference for successful efforts, we limit this adjustment to EBITDA measures and do not carry the adjustment through to all related accounts or to other ratios. Adjusting EBITDA usually suffices for comparative purposes. And, adjusting a successful efforts company's balance sheet to reflect what it would look like if it had used the full-cost method—or vice versa—is not really feasible. (Apart from the differences as to what companies can capitalize under the two methods, the rules for asset impairment tests also differ. The full-cost impairment test, called the ceiling test, generally is easier to violate because of higher asset carrying costs and its trigger mechanism. If the book value of assets falls below the discounted present value of cash flows, a charge may be necessary. The trigger for ordinary impairment is related to the undiscounted future cash flows.)
Adjustment procedures

Data requirements

- Exploration expenses (only applies to E&P companies using the successful-efforts method of accounting).

Calculations

- Adjustment to operating income before depreciation, depletion, and amortization to calculate EBITDA: We add exploration expense back to operating income before depreciation, depletion, and amortization in the EBITDA calculation. This increases EBITDA by the entire amount of exploration expense.

(Please see Credit FAQ: Exploring Standard & Poor's Oil And Gas Company Reconciliation Tables, published Feb. 12, 2007, on Ratings Direct.)

Foreign Currency Exchange Gains/Losses

Foreign currency exchange gains/losses can be related to transactions or translations:

- Transaction gains/losses arise from transactions that are denominated in a currency other than the entity's functional currency (generally the currency in which the entity principally transacts). Examples include buying and selling goods or services whose prices are denominated in a foreign currency, borrowing or lending in a foreign currency, or other contractual obligations denominated in a foreign currency. A change in the exchange rate will increase or decrease the amount of functional currency needed to settle the account between the time the transaction is recorded in the functional-currency accounts and the time it is settled, leading to exchange gains or losses. When translating the related accounts (e.g., loans receivable, accounts payable, and debt) into the reporting currency, such gains and losses are recognized in the income statement as incurred.

- Translation gains/losses occur when translating financial statements of a subsidiary from a local currency to the reporting currency of the enterprise for consolidation. Translation gains or losses are included in shareholders' equity (under U.S. GAAP, included in other comprehensive income for the period and in accumulated other comprehensive income in the owners' equity section of the balance sheet).

Foreign currency transaction gains/losses recognized in the income statement raise questions similar to those in Non-Recurring Items/Non-core Activity (see below). To present a representative view of operating performance and financial ratios, we typically adjust company income statements to exclude nonrecurring and other unusual transaction gains and losses.

Currency transaction gains and losses may be viewed as recurring or nonrecurring. We review transaction gains and losses and determine whether or not to adjust for them. We may adjust reported financial results for currency gains and losses that result from one-time or infrequent transactions; for example, we may adjust (or exclude) foreign currency gains or losses resulting from the infrequent purchase of a specialized capital asset payable in a foreign currency.

When the gains or losses result from recurring or ongoing transactions, we do not adjust. We consider transaction gains and losses as ongoing when the company has a history of entering into transactions denominated in foreign currencies. The purchase of inventory that is paid in a foreign currency is an example. Debt denominated in a foreign currency could also result in recurring foreign currency gains and losses that we would not adjust for.
Companies may not report currency gains or losses separately for recurring and non-recurring transactions. Consequently, we may not make adjustments if the data are not available, or if the amount is immaterial. Our analysis must also take into account the potential for changes in actual cash flows that may be required to settle a transaction denominated in a foreign currency.

Translation gains/losses are not included in determining net income, but are included in shareholders equity (and, under U.S. GAAP, in other comprehensive income) as mentioned above. Companies generally translate assets and liabilities using the exchange rate at the balance sheet date. The income statement is translated at the exchange rate in effect at the time revenues, expenses, gains and losses are recognized. The cash flow statement is translated using the exchange rate in effect at the time of the cash flow. As a practical matter, companies often use an average exchange rate for the reporting period for both income and cash flow statements. In addition, the cash flow statement reports the effects of exchange rate changes on cash balances held in foreign currencies on a separate line. We do not adjust the balance sheet, the income statement, or the cash flow statement for translation gains or losses included in other comprehensive income.

If a parent liquidates its investment in a foreign subsidiary (or investment), the amount of foreign currency gains or losses built up in equity are removed from equity and included in net income for the period. This amount should be excluded from income as a non-recurring item (as would generally apply to the gain or loss resulting from the sale).

**Adjustment procedures**

**Data requirements**

- Amounts of nonrecurring (analytically determined) foreign currency exchange transaction gains and losses.

**Calculations**

- The amount of non-recurring foreign currency gain or loss is added to or subtracted from operating income before and after D&A, EBITDA, and EBIT.

**Guarantees**

The accounting for guarantees can vary greatly. In many instances, a guarantee to support borrowings of unconsolidated affiliates or third parties is not recorded on the guarantor’s consolidated balance sheet until it meets certain tests regarding probability of payment.

Alternatively, it may be recorded at the lowest amount in a range of possible outcomes or at a statistically calculated expected value (e.g., under IFRS, a contingent obligation may be measured at a probability-weighted figure of potential payment amounts). To illustrate, if the company estimates a 70% chance of having to pay nothing and a 30% chance of having to pay $1 million, then the company obligation would be measured at $300,000, an amount that has no probability of being paid.

We may take a different approach, to reflect our own assessment of the risk of ultimately being required to pay (upon the default of the other party).

We add the guaranteed amount to the guarantor’s total debt, unless the other party is sufficiently creditworthy (i.e., investment-grade) in its own right, or if we assess the likelihood of payment at a lower amount. (Interest is not
imputed on such adjustment items, since the potential obligation may materialize far in the future, and there is no current need to service that potential obligation.)

In the case of an affiliate, we consider the possibility of support for the borrower’s debt even absent a formal guarantee.

Performance guarantees are treated differently, because there should be little impact as long as the company maintains its work or product quality. Construction companies often provide performance guarantees as a condition in work contracts.

A company’s track record of payments for performance guarantees could be an indicator of the amount of potential future liability. Only if the track record gives us specific reason for concern would we attempt an estimate of the liability—and add that amount to debt for ratio calculations.

Adjustment procedures
Data requirements

- Determine the value of the guarantees on and off the balance sheet to be added to debt, net of tax benefit, as applicable.

Calculations

- Debt: Add the amount of off-balance sheet debt-equivalent; reclassify as debt the amount of on-balance sheet liability.
- Equity: Subtract amount of off-balance sheet debt-equivalent.

Hybrid Instruments

Hybrid instruments have some characteristics of debt, and some of common equity. The more weight the latter carries, the more equity content we attribute to the instrument. We classify corporate hybrids’ equity content as minimal, intermediate, or high.

How to reflect hybrids in credit ratios is not a simple question. For many years, we did not divide the amounts involved in proportion to the equity content of the specific security, believing the resulting numbers could be misleading. As an example, a company might pay the stipulated periodic amount or defer it; under no scenario would it defer a fraction of the payment: Therefore, calculating a fixed-charge coverage ratio with a fractional amount has little intuitive meaning.

For hybrids with intermediate equity content, we instead computed financial ratios both ways—viewed alternatively, as debt and as equity. Two sets of coverage ratios were calculated—to display deferrable ongoing payments (whether technically dividends or interest) entirely as ordinary interest and, alternatively, as an equity dividend. Similarly, two sets of balance-sheet ratios were calculated for the principal amount of the hybrid instruments, displaying those amounts entirely as debt and entirely as equity.

For hybrids, analytical truth lies somewhere between these two perspectives, and analysts were—and are—encouraged to continue viewing hybrids from all perspectives—i.e., computing ratios with the security as debt and, alternatively, as equity; to interpolate between the sets of ratios to arrive at the most meaningful depiction of an issuer’s financial

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profile; and note and give effect to each more-equity-like or less-equity-like feature of various hybrids in the same category, although such nuances play, at most, a very subtle role in the overall rating analysis.

However, we changed our methodology in 2006 because it proved too challenging to communicate our previous, more abstract approach—and issuers, in particular, had trouble appreciating the potential impact on our view of their financial profile. Notwithstanding the issues mentioned above, we adopted the following adjustments:

- For hybrids in the intermediate category, we calculate ratios with the amounts split 50-50: One-half of the principal is categorized as debt and one-half as equity; one-half of the period payments is treated as common dividends and one-half as interest. (There is no adjustment to taxes.) This set of ratios is used as the basic adjusted measures, and these are the ratios we publish.
- Hybrids with minimal equity content are treated entirely as debt for ratio purposes.
- Hybrids with high equity content are treated entirely as equity for calculating ratios.
- Unpaid dividends that have accrued, prior to payment date, are viewed as debt—even for equity-like securities.

Convertible debt is not treated as a hybrid—unless the conversion is mandatory. While IFRS and other accounting regimes split the issued value of a convertible debt obligation between its pure debt component (the fair value of a similar debt obligation without the conversion feature), accounted for as debt, and the embedded conversion feature (the difference between the debt component and the issue price), accounted for as equity, such convertible debt generally does not attract any equity credit in our methodology. Rather, we need to adjust reported debt by the value of the conversion option included in shareholders’ equity. Cash-based measures such as FFO continue to reflect only the actual cash cost of the convertible debt, based on the coupon rate.

**Adjustment procedures**

**Data requirements**

- Amount of hybrid instrument (generally, par value);
- Amount of associated periodic payment; and;
- Amounts of accrued interest/dividends.

**Calculations**

- A high-equity-content hybrid reported as equity is treated as reported, as are its associated dividends. However, accrued dividends are included as debt.
- A high equity content hybrid reported as debt (unlikely) is removed from debt and added to equity. The associated interest charge is removed from interest expense and treated as a dividend. Additionally, interest payments are also adjusted as dividends in the FFO and operating cash flow calculations.
- An intermediate equity content hybrid reported as equity (e.g., preferred stock) has 50% of its value removed from equity and added to debt. Also, 50% of the dividend amount is removed and added to interest expense and interest paid, impacting the FFO and OCF calculations.
- An intermediate equity content hybrid reported as debt has 50% of its value removed from debt and added to equity. Also, 50% of the associated interest is removed from interest expense and interest paid and added to dividends.
- A low equity content hybrid reported as equity is removed from equity and added to debt. Its associated dividends are added to interest expense and interest paid, thereby also impacting FFO and OCF calculations.
• A low-equity-content hybrid reported as debt is treated as reported, as is its associated interest.
• The accrued charges on hybrid instruments are categorized as debt.

(Please see Criteria: Equity Credit For Corporate Hybrid Securities, published May 8, 2006, on RatingsDirect.)

LIFO/FIFO: Inventory Accounting Methods

The choice of inventory accounting methods under U.S. GAAP between first-in, first-out (FIFO); last-in, first-out (LIFO); weighted average; and specific identification can provide dramatically different results for peers that engage in the same underlying activities. This issue is more pronounced in sectors that are inventory-intensive, and in particular, where inventory prices fluctuate significantly.

The challenge of comparing peers increases on a global dimension. Similar choice of accounting options exists in generally accepted accounting standards other than U.S. GAAP—while LIFO, widely used in the U.S., is not permissible under many other accounting standards, including IFRS. Tax treatment of permissible inventory costing methods is a key driver in management's decision to elect a method, and varies significantly by jurisdiction. (For example, LIFO is permitted for tax-reporting purposes in the U.S., and those who elect LIFO for tax purposes must also use it for their financial statement reporting.)

Moreover, some companies use a combination of costing methods. For example, management may elect to use the LIFO method for a portion of inventory in which prices are expected to rise and FIFO for the balance. In other instances, inventory reported on a consolidated financial statement can include inventory balances of subsidiaries in different countries, each of which use different accounting methods.

The greatest potential disparity of financial results is between FIFO and LIFO accounting methods. In a period of rising prices, the LIFO method results in a lower income than FIFO, because the most recent costs flow into cost of goods sold on the income statement, and the oldest costs are reflected in inventory on the balance sheet. Furthermore, cash flows are temporarily improved, because current income taxes are lower as a result of the lower income. Apart from inter-company comparisons, different methods can skew the perspective of corporate performance. For example, LIFO provides a better reflection of matching costs against revenues on the income statement, but creates a balance-sheet distortion by having older costs residing in inventory. The FIFO method, on the other hand, provides a more current valuation of inventory on the balance sheet, but can significantly understake cost of goods sold in a period of rising prices, resulting in artificially overstated income.

• Balance sheet: Where significant to our analytical process or essential for peer comparability, we add back the LIFO reserve to inventory amounts on the balance sheet for companies that use the LIFO method. This enables us to reflect inventory balances at approximate current market value. (Companies that apply the LIFO method are required to disclose what the inventory valuation would be under FIFO, through an account called the LIFO reserve, which represents the cumulative effect on gross profit from the use of the LIFO method.) A corresponding adjustment, net of tax, is made to equity.

• Income statement: We do not adjust the income statement when companies use LIFO, believing the LIFO method results in costs of goods sold that are more indicative of replacement-cost values, and the best matching to revenues. While it might be desirable to adjust for those companies that use FIFO or average costs methods, the data generally are unavailable.

• When a company using the LIFO method has inventory balances that decrease over a period of time, LIFO
liquidation may result. It means that older, less-recent layers of inventory are turned into cost of goods sold as a result. (These are older in terms of their accounting, not necessarily in any physical sense.) Assuming an inflationary environment, cost of goods sold is reduced, and as a result, income increases because of LIFO liquidation gains. To capture the true sustainable profitability of a company, the gains generated from LIFO liquidation generally are excluded from our current profitability measures and ratios.

- Cash flows: We typically do not adjust the cash flows, but we consider, qualitatively, the boost to cash flows the LIFO method affords during periods of price inflation (via taxes deferred to future periods).

**Adjustment procedures**

**Data requirements**

- For the balance-sheet adjustments: LIFO reserve.
- For the income statement adjustments: LIFO liquidation gains.

**Calculations**

The balance sheet adjustments affect inventory (assets) and equity.

- LIFO reserve is added to inventory (assets).
- Equity is increased by the LIFO reserve (after-tax).

The income statement adjustment affects operating income before and after D&A, and EBITDA and EBIT.

- LIFO liquidation gains are deducted from operating income when calculating operating income before and after D&A, and EBITDA and EBIT.

**Litigation**

We make case-by-case judgments regarding the probability of a negative outcome, the potential financial effect, and its timing, including duration of any appeals process. We also regularly obtain additional data from the company involved, on a confidential basis, to enable a more meaningful analysis of plausible scenarios. These might include any available legal opinions and research; the company’s legal strategy; and the number, size, and status of claims. To assist us, we may consult legal counsel to evaluate likely scenarios. This includes in-house legal staff, external counsel, and/or industry-related counsel.

To the extent that a monetary judgment is predictable, we size the amount that will be paid and treat it as a debt-equivalent. If payment is not imminent—if, for example, there is an extended appeals process—we would estimate the time until actual payment, and discount the eventual payment amount unless interest will be added. The adjusted debt ratios are calculated including the present value of the estimated payout, on an after-tax basis. Where applicable, we subtract any expected insurance recoveries.

It usually is very challenging to size litigation outcomes. Previous cases of similar nature can serve as benchmarks. Subjective judgments regarding the merits of a case may also inform our view of possible outcomes.

Sometimes, the company’s litigation reserves recorded in its financial statements can offer insight. Companies must reserve for litigation they can quantify. In practice, most companies tend to minimize legal reserves (although some companies—especially European companies—will over-reserve to enable smoothing of future earnings). Therefore, to
the extent that a company does reserve, one may ordinarily conclude there is a high likelihood that required payments will be at least that amount. The company’s reserve is not a reliable indicator that the ultimate liability will not exceed that amount. In any event, providing reserves is merely an accounting recognition of the liability; it doesn’t mean that the company has put aside cash to fund the liability. We would still need to adjust the debt figures to reflect the cash impact that a payment would entail. (On the other hand, there often will be a lengthy period until payment is made, so we also consider the company’s ability to generate cash in the interim.)

A class-action suit permits a large number of individual claims to be combined and tried as one lawsuit. We view class-action lawsuits as the most troublesome type for credit quality because of the potential size of awards. Class-action suits must be certified by a court to proceed to trial; however, once certified, the lawsuit often takes years to wind through the litigation process.

Outside the U.S., litigation is less significant as a credit risk than in the U.S. Typically, there is no award of punitive damages, class actions are limited, and/or trials may not come before juries that can react unpredictably to the litigation.

Because the specific financial effect of a lawsuit is difficult to quantify accurately, we may rely on analytical techniques such as calculating ranges of outcomes or performing sensitivity analysis. This can be very helpful if it allows us to conclude, for example, that the company can manage even the more dire potential outcomes without materially affecting its financial profile. Alternatively, if significant uncertainty remains, we might consider a downgrade based on a very large risk exposure.

Litigation poses several important, potentially troubling considerations beyond any direct financial consequences. We consider the potential damage to a company’s reputation or ability to conduct normal business operations. For example, product liability cases sometimes result in the product’s being removed from the market. Substantial litigation may require an inordinate amount of management time and create quite a distraction from running the business.

More broadly, lawsuits can affect a company’s reputation and/or its ability to garner further business or raise capital. Public mistrust and a negative perception of the company’s operating strategy would definitely be of concern.

Last, but not least, bonding requirements can pose a tremendous liquidity challenge, especially in jurisdictions that have no bonding caps. Bonding can tie up cash that could otherwise be invested in the business, even if it does not pose an immediate threat to solvency. (Naturally, in the case of litigation expected to benefit the company, similar adjustments apply, in reverse.)

Adjustment procedures
Data requirements

- Determine the value of the litigation exposure to be added to debt.

Calculations

- Debt: Add the amount of debt equivalent (net of tax benefit, as applicable) to debt; and
- Equity: Subtract the amount of off-balance-sheet debt equivalent, net of tax.
Non-Recourse Debt Of Affiliates (Scope Of Consolidation)

In the context of corporate debt analysis, non-recourse debt often refers to a situation in which an affiliate or subsidiary of a company borrows funds, possibly pledging its assets as collateral, while the parent company and other subsidiaries in the corporate structure have no legal obligation to perform under the borrowing agreement. If an event of default occurs, the lender's claims are limited solely to the subsidiary that borrowed the money.

Non-recourse debt may exist for a variety of reasons. A company may want to legally isolate the bankruptcy risk of a subsidiary, for example, because the subsidiary's business prospects are more unpredictable than those of the parent. Also, non-recourse debt may result from a particular jurisdiction's legal requirement to operate locally through a separate legal entity. In other cases, a company may own only a portion of a subsidiary, maybe even a minority interest, and the company may be unwilling to put itself on the hook to fund the obligations of the joint venture.

In non-recourse structures, the parent company has the legal right to walk away from the troubled (or bankrupt) subsidiary. This often is a by-product of corporate law and related legal isolation doctrines related to entities structured as corporations or other limited-liability structures. Notwithstanding the theory, history has shown this often is not the way things play out. The parent company often ends up providing economic support to the subsidiary, despite the non-recourse nature of the obligation.

In analyzing these situations, we attempt to understand the relationship between the parent and subsidiary, and make a judgment about whether the parent would be inclined to step in (and to what extent). While predicting the outcome of such a scenario is not an exact science, we believe that considering plausible scenarios is superior to relying solely on the legal framework, and ignoring the economic relationship extant between the entities.

The relationships between the affiliated entities can vary greatly. The entity issuing the debt considered to be non-recourse may simply represent a non-core, non-strategic investment; if so, the parent is not burdened with the subsidiary's debt obligations.

At the other end of the spectrum, the subsidiary's operations may be characterized as an integrated business. The analysis would then fully consolidate the subsidiary's financial statements, including debt. Furthermore, the risk profile of the subsidiary's operations would be integrated with the overall business risk analysis of its parent.

Often, the subsidiary issuing the debt may not fall neatly into either category; it may lie somewhere in the middle of the spectrum. Sometimes we use a pro rata consolidation to reflect this middle ground. For example, we would apply pro rata consolidation to joint ventures between partners of comparable capacity and willingness to support for their respective strategic reasons. Even in cases that do not call for analytical consolidation, we presume there will be additional investment in the non-recourse entity, i.e., the money the company likely would spend to provide support or bail out the unit in which it invested.

No single factor determines the analytical view of the relationship with the affiliate; rather, several factors, taken together, will lead to one characterization or another, including:

- Strategic importance?integrated lines of business or critical supplier;
Criteria Corporates General: Standard & Poor's Encyclopedia Of Analytical Adjustments For Corporate Entities

- Percentage ownership (current and prospective);
- Management control;
- Shared corporate name;
- Domicile in same country;
- Common sources of capital and lending relationships;
- Financial capacity for providing support;
- Significance of amount of investment;
- Investment relative to amount of debt at the venture or project;
- Nature of any other owners (strategic or financial; financial capacity);
- Management’s stated posture;
- Track record of parent company in similar circumstances;
- The nature of potential risks;
- Shared collective bargaining agreements; and
- Jurisdiction’s bankruptcy-law regime.

Adjustment procedures
There is no standardized adjustment, given the multiple fact patterns and subjective nature relating to subsidiaries/projects/joint ventures. As explained above, some consolidated entities—and their liabilities—might be deconsolidated, while some non-consolidated entities may be consolidated.

Another possible adjustment is pro rata consolidation. This approach is not used too frequently, and typically applies only when both owners have similar financial profiles and motivations with respect to a joint venture.

Note that even in cases where we conclude that the liability will not ultimately be supported, we could well expect that the owner would extend partial support to the venture or subsidiary, including additional investments to attempt to rescue it. We would try to size such additional expenditures and impute that amount as debt to the parent.

(Please see Corporate Criteria 2006: Parent/Subsidiary Links, and Credit FAQ: Knowing The Investors In A Company’s Debt And Equity, published April 4, 2006, on RatingsDirect.)

Nonrecurring Items/Noncore Activities
We typically make adjustments to a company’s reported operating income and cash flow to remove items we consider nonrecurring and include those we consider recurring, so the historical financial ratios will be more indicative of future performance. These adjustments cover items including discontinued operations; effects of natural disasters; gains or losses on asset sales and sale/leasebacks; and one-time charges for asset write-downs, restructurings and plant shutdowns.

We review each potential nonrecurring item, and determine whether to adjust for it. Our view of these items may differ from the company’s view, as presented in financial statements or footnotes.

We may view some supposedly one-time restructurings as ongoing for a particular company. Taking such a view may reflect a company’s history of recurring restructuring charges, or the perceived need to address either company-specific or industry-wide competitive issues (for example, the need to move facilities offshore in order to be cost competitive).

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We may also view certain other items that company management characterizes as one-time items as normal operating costs. In the retail industry, we do not typically view inventory write-downs or high store pre-opening costs from a rapid expansion program as unusual items.

In a similar vein, we often distinguish between a company's core business activity and other, ancillary activities—especially if there is some question about the latter's sustainability. A manufacturer may earn money from trading activity; it may even set up its treasury operations as a profit center, but we may isolate, reclassify, and separately analyze the results of those operations.

For income derived from the sale and licensing of corporate assets, we similarly distinguish between sustainable, ongoing sales and those that are more opportunistic. Ancillary activities can distort measures of core operating performance, and peer analyses that rely on comparability of data, unless adjustments are made. An analogy can be drawn to the analytical segregation of non-homogenous asset activity. Some GAAP rules may require consolidation if a company owns both manufacturing and finance subsidiaries: We would separate the two for analytical purposes.

These adjustments require an appreciation of industry-specific contexts. For example, in the high-technology industry, companies dedicate substantial amounts of capital to research and development efforts and accumulate intellectual property in the form of patents, trade secrets, domain names, etc., which may be sold or licensed to complement revenues generated from core operations.

We consider revenue generated from the licensing of intellectual property to be a part of operating income, and therefore a component of EBITDA, because this arrangement allows for a relatively predictable, recurring source of revenue. However, revenue generated from the sale of intellectual property is not considered part of operating income. While there may be advantages in selling intellectual property, rather than licensing—e.g., the receipt of greater upfront proceeds or the elimination of future responsibilities—this arrangement normally is treated as nonoperating income.

In other situations, the sale of assets may be considered recurring. For example, companies that lease or rent automobiles or industrial equipment routinely and periodically dispose of these assets via auctions and/or other sales.

**Adjustment procedures**

**Data requirements**

- Amounts of income, expense, and cash flows to be reclassified (including nonrecurring items reported as operating, and recurring items not reported as operating). These amounts are judgmentally determined, based on information disclosed and our assessment.

**Calculations**

- Add or subtract amounts from respective measures, (e.g., revenue, operating income before and after D&L; D&L; EBIT; EBITDA; operating cash flows and FFO) to reclassify as appropriate. Post-tax measures are also adjusted to reflect the tax effects, where feasible.

- Beyond the standard adjustment, additional insights may be gleaned by adjusting individual line items within cost of goods sold or selling, general, and administrative (SG&A) expense, if there is sufficient data to reflect adjustments at such levels. Similarly, ancillary activities data are segregated and separately analyzed, to the extent
practicable with available data.

Operating Leases

Companies commonly use leasing as a means of financing. The accounting for leases distinguishes between operating and finance leases. Finance leases (also referred to as capital leases) are accounted for in a manner similar to a debt-financed acquisition of an asset, while many operating leases are reflected in the accounts on a pay-as-you-go basis. We view the accounting distinction between operating and capital leases as substantially artificial. In both cases, the lessee contracts for the use of an asset, entering into a debt-like obligation to make periodic rental payments.

Our lease adjustments seek to enhance comparability of reported results (both operating and financial) and financial obligations among companies whether they lease assets under leases accounted for as operating or financing leases, or use debt to finance asset acquisition. The operating-lease-adjustment model is intended to bring companies' financial ratios closer to the underlying economics and more comparable, by taking into consideration all financial obligations incurred, whether on or off the balance sheet. The model improves our analysis of how profitably a company employs its leased and owned assets.

Our model does not fully replicate a scenario in which a company acquired an asset and financed it with debt; rather, our adjustment is narrower in scope: It attempts to capture only the debt equivalent of a company's lease contracts in place. For example, when a company leases an asset with a 20-year productive life for five years, the adjustment picks up only the payments relating to the contracted lease period, ignoring the cost of the entire asset that would have been purchased—and depreciated—by a company that chose to buy instead of lease. We have chosen not to use alternative methodologies that capitalize the entire asset because they entail various data and interpretation challenges. In cases where the company has an economic need to use the asset for longer than the lease term, we take account of this qualitatively; however, if the lease is viewed as artificially short, and there is adequate information, such as for sale/leaseback transactions, we capitalize the entire sale amount.

Adjustment procedures

Data requirements

- Minimum lease payments: Noncancelable future lease payment stream (and residual value guarantees if not included in minimum lease payments); discount factor; annual lease-related operating expense for the most recent year; and deferred gains on sale leaseback transactions that resulted in leases accounted for as operating.
- Future-lease payment data are found in the notes to the financial statements. Annual payments for the coming five years (itemized by year) and the aggregate amount for subsequent years are provided under U.S. GAAP. Our model assumes that future payments for years beyond the fifth year approximate the fifth-year amount. Under IFRS, companies are permitted to disclose amounts payable in years two through four in a single combined amount, instead of disclosing separate amounts for each of the next five years. In this case, we assume a flat level of payments in years two through four, based on the total minimum lease payment disclosed for these three years. This approximation—caused by the limited disclosure—does not capture how future payments may decline in these years. Future lease payments are considered net of sublease rental only when the lease and sublease terms match, and the sub-lessee is sufficiently creditworthy.
- The discount factor is determined in one of the following ways: ideally, the imputed discount rate associated with the lease would be used, but rarely is available, and unlikely to be available for all companies in an industry; use
the average rate on the company's secured debt; and/or use a rate imputed from the company's total interest expense and average debt.

- Annual operating-lease-related expense is sometimes available in the notes and will be used. When the amount is not separately disclosed (e.g., when presented with contingent rent and other amounts, or incorporated with other costs), it is estimated using the average of the first projected annual payment at the end of the most recent and prior year.

Calculations

- Debt: The present value of the payment stream, determined using the discount factor, is added to debt. (Lease debt is not tax-effected because its taxes will never reflect the analytical construct underlying our adjustment. The company is, in fact, getting the tax treatment afforded to leases—assuming GAAP and tax treatment as operating lease is the same. The actual tax amounts are those included in the accounts—and generally require no adjustment. This contrasts with PRB and ARO adjustments which may be tax-effected. Those adjustments are based on the anticipation that tax-deductible recognition of the obligations will ultimately be required.)

- Operating income and cash flow measures: The operating-lease-related expense is apportioned to interest and depreciation components, as described below. The effect is to increase operating income measures: SG&A—by the entire amount of the expense; EBIT—by the implicit interest portion; EBITDA—by the implicit interest portion; and FFO—by the implicit depreciation portion. In addition, operating income would be adjusted to reverse gain or loss on sale/leaseback transactions.

- Interest expense: Interest expense is increased by the product of the discount rate multiplied by the average first-year projected payment for the current and previous years.

- Depreciation: Operating-lease depreciation, i.e., the operating-lease-related expense amount less the calculated lease interest, is added to depreciation expense. (We deliberately calculate EBITDA without adding back the imputed depreciation component, despite the apparent definitional conflict. The cash flow characteristics of leasing do not neatly conform with the alternative of borrowing to acquire—even though our adjustment attempts to equate them. Lease payments represent ongoing cash outflows—quite different than depreciation, or even amortization of asset acquisition-related debt.)

- Capital expenditures: Capital expenditures are increased by an implied amount calculated as the year-over-year change in operating lease debt plus annual operating lease depreciation. This amount cannot be negative. Capital expenditures are also adjusted in the same fashion for capital leases.

- Property plant & equipment: Operating lease debt is added to PP&E to approximate the depreciated asset cost.

(Please see Corporate Ratings Criteria 2006- Operating Lease Analytics.)

Postretirement Employee Benefits/Deferred Compensation

Defined-benefit obligations for retirees, including pensions and health care coverage (collectively referred to as PRB), and other forms of deferred compensation are financial obligations that must be paid over time, just as debt must be serviced, so we include them in debt ratios. A company may pre-fund the obligation or part of it (and companies often do pre-fund their pension obligations), which offsets the financial burden. Our objective, therefore, is to reflect the level of underfunding of defined-benefit pension obligations, as well as typically not-funded health care obligations and retiree lump-sum payment schemes, and other forms of deferred compensation. In arriving at adjusted financial measures, we must undo accounting shortcomings that affect balance sheets, cash flow statements,
and income statements (under most current GAAP). The adjustments pertain to obligations already incurred, without trying to capture future levels of liability.

When PRB obligations constitute a major rating consideration, we delve more deeply into the company's particular circumstances and its benefits plans. Also, for some companies, funding and liquidity considerations surrounding retiree obligations can be much more important to the credit profile than imputing debt to the financial ratios. This situation typically pertains to speculative-grade companies that tend to have fewer available resources for cash requirements, including meeting mandated funding of PRB obligations.

We do not include in debt any amounts for defined-contribution plans, because they entail no obligations or risks to the sponsor related to past services beyond the current period's payments. We also have a slightly different position regarding multi-employer plans, not otherwise dealt with here. (See Standard & Poor's Approach To Analyzing Employers' Participation In U.S. Multi-Employer Pension Plans, published May 30, 2006, on RatingsDirect.)

A key difference between debt and PRB obligations is the inherent measurement uncertainty, as the benefits and related assets, to the extent they are funded, are variable. Quantifying PRB obligations relies on numerous assumptions, including:

- Employee turnover rates and length of service, according to which benefits vary;
- Mortality rates and dependency status/longevity assumptions, as the employee and his/her dependents' lifespan determine how long the benefit will be paid;
- Future compensation levels, to the extent wages prior to retirement are a factor in determining the amount of the benefit;
- Health care cost inflation, use, and delivery patterns; and
- Discount rate assumptions required to calculate a present value of the future required cash outflows.

Standard financial adjustments cannot easily factor in deviations from normal assumptions on these measurement drivers. However, for some factors, the analysis can, at least, gauge the sensitivity to changes in those assumptions. For example, a rough rule of thumb is that for each percentage point increase or decrease in the discount rate, the liability decreases or increases by at least 10%, and often by 15%-20%. (The more mature the plan, or the higher the market interest rates, the lesser the impact.)

To simplify the numerical analysis, we combine all retiree benefit plan assets and liabilities, for pension, health, and other obligations, netting the positions of a company's plans in surplus against those that are in deficit.

In theory, and over the long term, companies with multiple plans should be able to curtail contributions to over-funded plans and redirect contributions to under-funded plans. In the near term, however, funding surpluses are often hard to tap—and may have adverse tax consequences if drawn—even while cash contribution requirements may be onerous on other, under-funded plans. But, if meeting near-term cash requirements is an important issue for a particular company, its credit profile likely will be driven by liquidity considerations, while debt ratio levels would be of secondary importance.

We focus on the measure of the obligation that reflects a going-concern view. For example, under U.S. GAAP for pensions, this is the projected benefit obligation (PBO), or an equivalent actuarial measure of the ultimate liability. The going-concern view of the company includes the effect of expected wage increases if the benefit attributable to past employment services is tied to employee compensation according to some formula. However, for collectively

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bargained labor contracts, the PBO does not take account of expected wage increases beyond the term of the existing contract.

We do not use the accumulated benefit obligation (ABO), which takes into account only the benefits payable upon plan termination at period end, or the vested benefit obligation (which is no longer disclosed under U.S. GAAP), since they reflect a shutdown value perspective, rather than an ongoing firm perspective. Similarly, in the U.K., we do not focus on the value of beneficiaries' claims based on a full buyout basis (i.e., based on the price prevailing on the annuity market, where demand is currently insufficiently covered by supply), which often considerably exceeds the amount equivalent to PBO under IFRS or U.K. GAAP. (The ABO and full buyout value are more appropriate measures in our recovery and subordination analyses.)

For other postretirement obligations—including medical liabilities, we use a measure equivalent to the pension PBO. For example, under U.S. GAAP, this is the accumulated postretirement benefit obligation (APBO).

We tax-effect our PRB adjustments—unless the related tax benefits have already been, or are unlikely to be, realized. We use the rates applicable to the company's plans, or, if this is unavailable, the current corporate rate—even while recognizing that fiscal reality may be more complex or dynamic as the company's fortunes change over time. In the typical situation, the company has credible prospects of generating sufficient future taxable income to take advantage of PRB-related deductions and reduce future tax payments. When a company's ability to generate profits is indeed dubious, we would not tax-effect. Moreover, in such cases, the company likely would be so pressured that liquidity—rather than capitalization or coverage levels—would be the overriding analytical focus.

**Capital structure**

We adjust capitalization for PRB effects by adjusting both debt and equity, where applicable. Debt is grossed up by the company's tax-effected unfunded PRB obligation. Equity is adjusted by the difference between the amount accrued on the corporate balance sheet and the amount of net over/under-funded obligation (net surplus/deficit), net of tax.

Companies following U.S. GAAP recently adopted SFAS 158, and record the unfunded PRB obligation on their balance sheets; companies following IFRS have the option to fully recognize actuarial gains and losses on their balance sheets. Accordingly, our equity adjustment is no longer required in many instances.

Debt is not adjusted down for net surpluses, so net over-funding (surplus) leaves debt unchanged. Equity can be adjusted up (if the net recognized asset is less than the pre-tax surplus) or down. We do not split the debt adjustment between short- and long-term, or the equity adjustment between shareholders' funds and minority interests.

In the process of "truing up" the debt and equity, we remove any transition assets, intangible assets stemming from benefits enhancements, or prepaid asset amounts?and correspondingly reduce equity. In our view, these lack economic substance.

While the surplus is not treated as a cash equivalent, it nonetheless can be of value, especially to obviate future contributions. Sometimes it becomes evident that the amount is unrecoverable or cannot be used to offset future contributions. Given inconsistent accounting disclosure regarding the recoverability of surpluses, we rely on inquiries to company management.
Cash flow
We try to identify catch-up contributions made to reduce unfunded obligations, which would artificially depress reported operating cash flows. We view these contributions as akin to debt amortization, which represents a financing, rather than an operating cash flow. Specifically, cash paid (plan contributions plus benefits paid directly to beneficiaries) exceeding the sum of current-period service and net interest costs (that is, interest cost net of actual or expected returns on plan assets) is added back to FFO on a tax-effected basis. We look at actual investment returns for the period and returns normalized for potentially nonrecurring, unusually high or low performance.

Conversely, if the company is funding postretirement obligations at a level substantially below its net expense (service cost and net interest cost), we interpret this as a form of borrowing that artificially bolsters reported cash flow from operations.

In order to appropriately interpret adjusted numbers, note that our cash flow adjustment:

- Reallocates to the period certain costs (service and interest) that often differ from the cash impact in the period;
- Ignores prior service costs and other items such as curtailments, settlements and special termination benefits, and foreign-exchange variations;
- Ignores any income or charge (whether through income-statement or directly recognized into equity) that reflected the recognition of actuarial gains and losses; and
- Until early 2006 was capped at zero (no longer the case).

Income statement
In analyzing profitability (including operating profit and EBITDA), we disaggregate the benefits-cost components that may be lumped into operating income and expenses, allocate the amounts to operating and financial components, and eliminate those components we believe have no economic substance. The period's current service cost—reflecting the present value of future benefits earned by employees for services rendered during the period—is the sole item we keep as part of operating expenses.

The components, if any, that represent accounting artifacts and stem from the smoothing approach of the accounting rules—e.g., amortization of variations from previous expectations regarding plan benefits, investment performance, and actuarial experience—are eliminated from our income measures (consistent with the immediate recognition of these unamortized amounts in the treatment of capitalization discussed above, we prefer to focus on current-period service and interest cost). As a result of these adjustments, pre-tax and after-tax income no longer match reported amounts.

Interest expense, which results from applying the discount rate to the beginning-of-period obligation to accrete the liability with the passage of time for the reporting period, is essentially a finance charge—and is reclassified as such, if reported differently.

The expected return on plan assets represents management's subjective, long-range expectation about the performance of the investment portfolio; in some accounting systems—such as U.S. GAAP—it may be applied to a smoothed, market-related value, rather than the fair-market values of the assets. We may choose instead to apply a standardized return, to gauge what multiyear average returns can be expected. We note the risks in the asset mix, but only subjectively. (In the future, we may find a way to reflect the risk profile of the portfolios in a more quantitative manner.)
Either way, the return on plan assets is netted against PRB-related interest expense up to the amount of the interest expense reported, but not beyond, as the economic benefits to be derived from such overage are limited. If, however, the actual return is negative, the full amount is treated as an addition to interest expense because the resulting economic detriment to the company is quite tangible.

Adjustment procedures
Data requirements

For the income and cash flow adjustments, amounts for the period of:

- Service cost;
- Interest cost;
- Expected return on plan assets;
- Actual return on plan assets;
- Actuarial gains/losses (amortization or immediate recognition in earnings);
- Prior service costs (amount included in earnings);
- Other amounts included in earnings (e.g., special benefits, settlements/curtailments);
- Total benefit costs; and
- The sum of employer contributions and direct payments made to participants.

For the balance-sheet adjustments:

- PRB-related assets on the balance sheet, including intangible assets, pre-paid or non-current assets, or any other assets;
- PRB-related liabilities on the balance sheet, including current and non-current liabilities;
- PRB-related deferred tax assets (or tax rate applicable to PRB costs);
- Fair value of plan assets; and
- Total plan obligations.

Note: Relevant pension and other post-retirement benefit amounts are combined for all plans.

Calculations
Income-statement adjustments include adjustments to expenses and interest.

- Total PRB costs charged to operating income, less the service cost, yields the PRB adjustment to operating income. This is added to operating income before and after D&CA, EBIT, and EBITDA.
- Interest cost less the expected return is PRB interest. In some cases, we may adjust expected returns to normalize it at a more realistic level. If net PRB interest is a cost, we include it in adjusted interest expense (we do not reduce interest expense if expected returns exceed interest cost). This PRB interest is added to reported interest when the net benefit costs are included in operating income. If reported interest already includes an interest component for PRBs (e.g., as may be the case under IFRS), we adjust it, if necessary, to ensure it reflects the amount of PRB interest cost. A similar calculation is made using the actual, rather than expected, return on plan assets.

The adjustment to funds from operations starts with a calculation of excess contributions or PRB borrowing:

- Total employer contributions (including direct payments to retirees), less service costs, less interest costs, plus
expected return yields the excess contribution, if positive, or PRB borrowing, if negative. (A similar calculation is made using actual, rather than expected return.)

- The excess contribution or PRB borrowing is reduced by taxes at the rate applicable to PRB costs. That is, the amount is multiplied by \((1 - \text{tax rate})\) to create the PRB adjustment to FFO.
- The excess contribution on PRB borrowing is added or subtracted to or from FFO.

The balance-sheet adjustments affect assets, debt, and equity.

- Plan obligations less assets equals the net pension and post-retirement funded status (deficit or surplus).
- The net balance sheet asset (liability) position is determined as the balance sheet assets less liabilities. For the adjustment to debt, if net pension and post-retirement funded status is a surplus, debt is not adjusted. If the net pension and post-retirement is a deficit, this amount is reduced by the expected tax shield, that is, the amount is multiplied by \((1 - \text{tax rate})\).
- In some jurisdictions, the tax benefit is realized in advance of funding the deficit or paying benefits, for example, when the liability is accrued for tax purposes. The expected tax shield used in our calculation only takes into account amounts that have not yet been received. The adjustment to equity also considers existing balance sheet amounts.
- Equity is adjusted for the tax-effected difference between the deficit/surplus and the net balance sheet assets/liabilities, i.e., multiplied by \((1 - \text{tax rate})\).

Unlike the adjustment to debt, the adjustment to equity can be an increase or decrease.

(Please see Corporate Ratings Criteria 2006-Postretirement Obligations; and Ratings Implications Of New FASB Standard On Pensions And Other Postretirement Benefit Obligations, published Sept. 29, 2006, on RatingsDirect.)

**Power Purchase Agreements**

We view purchased power supply agreements (PPAs) as creating fixed, debt-like, financial obligations that represent substitutes for debt-financed capital investments in generation capacity. In a sense, a utility that has entered into a PPA has contracted with a supplier to make the financial investment on its behalf. Consequently, by adjusting financial metrics to incorporate PPA fixed obligations, we achieve greater comparability of utilities that finance and build generation capacity and those that purchase capacity to satisfy customer needs.

PPAs do benefit utilities by shifting various risks to the suppliers, such as construction risk and most of the operating risk. The principal risk borne by a utility that relies on PPAs is the recovery of the costs of the financial obligation in rates. Differentiating the risk profiles of utilities that take divergent approaches is incorporated in our qualitative business-risk assessments.

We calculate the present value (PV) of the future stream of capacity payments under the contracts as reported in the financial statement footnotes, or as supplied directly by the company. The discount rate used is equivalent to the company's average cost of non-securitization debt. For U.S. companies, notes to the financial statements enumerate capacity payments for the coming five years, and a thereafter period. We often have access to company forecasts that show the detail underlying the thereafter amount; otherwise, we divide the amount reported as thereafter by the average of the capacity payments in the preceding five years to derive an approximation of annual payments after year five.
In calculating the amount we add to debt, we also consider new contracts that will commence during the forecast period. Such contracts are not reflected in the notes to the financial statements—but information regarding these contracts may be provided to us by the company.

If these contracts represent extensions of existing PPAs, they are immediately included in the PV calculation. However, a contract sometimes is executed in anticipation of incremental future needs, so the energy will not flow until some later period and there are no interim payments. In these instances, we incorporate that contract in our projections, starting in the year that energy deliveries begin under the contract, just as if the company had purchased a plant at that juncture. That way, the debt imputation is viewed in the context of all the related activity, including revenues and cash flow from the forecast demand. (Of course, the projected PPA debt is included in projected ratios. That way, the future PPA figures as a current rating factor, even if it is not included in the current-year ratio calculations.)

The calculated PV is adjusted to reflect the benefits of regulatory or legislative cost recovery mechanisms. The adjustment reduces the debt-equivalent amount by multiplying the PV by a specific risk factor that pertains to each contract. The stronger the recovery mechanisms, the smaller the risk factor. These risk factors typically range between 0% and 50%, but can be as high as 100%.

A 100% risk factor would signify that substantially all risk related to contractual obligations rests on the company, with no mitigating regulatory or legislative support. For example, an unregulated energy company that has entered into a tolling arrangement with a third-party supplier would be assigned a 100% risk factor. Conversely, a 0% risk factor indicates that the burden of the contractual payments rests solely with ratepayers. This fact pattern frequently is found among regulated utilities that act as conduits for the delivery of a third party's electricity, and essentially deliver power, collect charges, and remit revenues to the suppliers. These utilities typically have been directed to divest their generation assets; are barred from developing new generation assets; and the power supplied to their customers is sourced through a state auction or third parties that act as intermediaries between retail customers and electricity suppliers.

Intermediate degrees of recovery risk are presented by a number of regulatory and legislative mechanisms. For example, we employ a 50% risk factor in cases where regulators use a utility's rate case to establish base rates to provide for the recovery of the fixed costs created by a PPA. While we view this type of mechanism as generally supportive of credit quality, the utility still needs to obtain approval to recover costs and the prudence of PPA capacity payments in successive rate cases to ensure ongoing recovery of its fixed costs. If a regulator has established a power cost adjustment mechanism that recovers all prudent PPA costs, a risk factor of 25% is employed, because the recovery hurdle is lower than it is for a utility that must litigate time and again its right to recovery costs.

In certain jurisdictions, true-up mechanisms are more favorable and frequent than the review of base rates, but still do not amount to pure fuel adjustment clauses. Such mechanisms may be triggered by financial thresholds or passage of prescribed periods of time. In these instances, a risk factor between 25% and 50% is employed.

Legislatively created cost-recovery mechanisms are long-lasting and more resilient to change. Consequently, such mechanisms lead to risk factors between 0% and 15%, depending on the legislative provisions for cost recovery and the supply function borne by the utility. Legislative guarantees of complete and timely recovery of costs are particularly important to achieving the lowest risk factors.

We do not impute debt for supply arrangements if a utility acts merely as a conduit for the delivery of power. As an
example, New Jersey's vertically integrated utility companies were transformed into pure transmission and distribution utilities. The state commission, or an appointed proxy, leads an annual auction in which suppliers bid to serve the state's retail customers, and the utilities are protected from supplier default. The state's utilities merely deliver power and collect revenues from retail customers on behalf of the suppliers. Therefore, we impute debt only to New Jersey utilities’ qualifying facility and exempt wholesale generator contracts—and not for other electricity supply contracts where the utilities merely act as conduits between the winners of the regulator's supply auction and the end-user, retail customers.

We also exclude PPAs with durations of less than one year where they serve merely as gap fillers, pending either the construction of new capacity or the execution of long-term PPA contracts. These contracts are temporary—and we focus on the more permanent situation, which is factored into the forecast ratios.

Given the long-term mandate of electric utilities to meet their customers' demand for electricity, and also to enable comparison of companies with different contract lengths, we use an evergreening methodology. Evergreen treatment extends the duration of short- and intermediate-term contracts to a common length of around 12 years. To quantify the cost of the extended capacity, we use empirical data regarding the cost of developing new peaking capacity, incorporating regional differences. The cost of new capacity is translated into a dollars-per-kilowatt-year figure using a proxy weighted average cost of capital and a proxy capital recovery period.

Some PPAs are treated as operating leases for accounting purposes—based on the tenor of the PPA or the residual value of the asset upon the PPA's expiration. We accord PPA treatment to those obligations, in lieu of lease treatment, if companies identify them to us. That way, such PPAs will not be subject to a 100% risk factor for analytical purposes as though they were ordinary leases; rather, the PV of the stream of capacity payments associated with these PPAs is reduced to reflect the applicable risk factor. (PPAs treated as capital leases for accounting purposes do not fall under our PPA adjustment.)

Long-term transmission contracts can also serve in lieu of building generation, and, accordingly, fall under our PPA methodology. In some cases, these transmission contracts provide access to specific power plants, while other transmission arrangements provide access to competitive wholesale electricity markets. We view these types of transmission arrangements as extensions of the power plants to which they are connected or the markets that they serve. Accordingly, we impute debt for the fixed costs associated with such transmission contracts.

Adjustment procedures
Data requirements
- Future capacity payments obtained from the financial statement footnotes or from management.
- Discount rate: the company's cost of non-securitized debt.
- Analytically determined risk factor.

Calculations
- Balance-sheet debt is increased by the PV of the stream of capacity payments multiplied by the risk factor.
- Equity is not adjusted?since the re-characterization of the PPA implies the creation of an asset, which offsets the debt. An adjusted debt-to-total capitalization ratio is derived by adding the adjusted PV to both the numerator and the denominator of that ratio.
- An implied interest expense for the imputed debt is calculated by multiplying the utility's average cost of
non-securitized debt by the amount of imputed debt (or average PPA imputed debt, if there is fluctuation of the level).

- The adjusted FFO-to-interest expense ratio is calculated by adding the implied interest expense to both the numerator and denominator of the equation. Implied depreciation is also added to the ratio's numerator. The adjusted FFO-to-total-debt ratio is calculated by adding imputed debt to the equation's denominator and an implied depreciation expense to its numerator.

- We impute a depreciation component to PPAs. The depreciation component is derived by multiplying the relevant year's capacity payment obligation by the risk factor and then subtracting the implied PPA-related interest for that year. Accordingly, the impact of PPAs on cash flow measures is tempered.

- Some PPA contracts refer only to a single, all-in energy price. We identify an implied capacity price within such an all-in energy price, to calculate an implied capacity payment associated with the PPA. This implied capacity payment is expressed in dollars per kilowatt-year, multiplied by the number of kilowatts under contract. (In cases that exhibit markedly different capacity factors, such as wind power, the relation of capacity payment to the all-in charge is adjusted accordingly.)


Share-Based Compensation Expense

We view the value of equity instruments (for example, stock options and restricted shares awards) granted to employees and/or other service providers as an outlay that should be taken into account in evaluating issuers' performance and profitability. When we assess a company's ability to generate a real, all-in return on capital employed, we should not view differently companies granting equity from peers using cash as a form of compensation. Although often not representing a direct or an immediate call on a company's cash resources, these grants are made in exchange for, or in anticipation of, services to be provided: They have a real economic value and so should be considered.

In analyzing the financial aspects of equity awards granted by an issuer, we consider adjustments to:

- Normalize the value of these grants in calculating earnings and performance-based metrics. That is, certain accounting regimes mandate expensing of stock-based grants while others do not. In addition, certain practices employed by management, such as vesting acceleration and other award modifications, could meaningfully affect reported results. Accordingly, certain adjustments may be warranted for more meaningful peer and period-over-period comparisons.

- Highlight the effect that these arrangements might have over time on cash flows. That is, although most awards do not result in cash being exchanged upon grant, future cash flows are clearly affected. This occurs as a result of payments received by the company upon exercise or issuance of shares, payments made by the company for share repurchases (to mitigate EPS dilution); a company's practice to settle the value of equity grants in cash in lieu of shares; and tax savings generated by the favorable tax treatment generally afforded to options and other grants.

- Separately, we try to ascertain the effectiveness of a company's grants in aligning employee incentives with shareholders' and creditors' objectives.

Until recently, the major accounting regimes (e.g., IFRS, U.S. GAAP, Canadian GAAP, and Australian GAAP) did
not mandate expensing of these costs. Now most require the fair value of equity-based grants (or an approximation of that value) to be included as an expense in the income statement. This amount is generally expensed over the benefitting period, i.e., the period the employee is assumed to provide services in exchange for the award. Often the vesting period is used as a proxy. Prior to the advent of IFRS and the recent mandating of expensing under U.S. GAAP for all stock-based grants, the accounting was greatly fragmented and inconsistent among companies and jurisdictions, and also varied according to the form of the award. For example, although restricted shares or stock appreciation rights may be economically equivalent to stock option grants, the accounting differed. Further, disclosures of stock-based compensation arrangements, which were lacking in the past, have vastly improved as a result of governance and transparency requirements by accounting-standard setters, securities regulators, and exchanges, providing more pertinent data on these arrangements.

Profitability analysis

Our objective is to capture compensation cost in our profitability measures—regardless of the means of payment (i.e., whether paid in cash, shares, options or other in-kind payment)—as fully and as consistently as possible.

With the recent accounting changes, most rated companies now expense the cost of equity-based grants, so the consistency of reported earnings is significantly enhanced, obviating in many cases the need to define a different common basis for analysis. However, where information enabling quantification is not available, we employ a qualitative assessment, to be conscious of the difference among peers.

Companies may, at times, modify their share-based awards, grant a one-time award (e.g., upon an acquisition), or accelerate vesting (e.g., upon a change in control or downsizing). These actions could meaningfully alter reported income and introduce discrete volatility to earnings. However, adjustments for these variants generally are not feasible as a practical matter, and are attempted only where material and the relevant information is available.

Cash-flow analysis

When a company grants share-based awards, generally no cash is paid or received. Cash-flow consequences, if any, only arise when the options are exercised (e.g., as a result of payment of the exercise price and from associated tax benefits). For some other grants, such as stock appreciation rights (SARs) payable in shares and restricted share grants, no cash changes hands at all. Just as with all issuance of equity, the company's financial position is enhanced, or at least is not diminished, as a result of the grant (assuming settlement is effected with shares, and the grant/exercise is not tied to commensurate repurchases). From a cash-flow standpoint, companies would gain flexibility to the extent that stock-based grants provide an alternative to cash compensation and their creditors should be better off, while their shareholders will be diluted.

Our cash-flow measures, such as FFO and OCF, are not affected by share-based grants. Being a non-cash item, share-based related expense will continue to be backed out on the cash flow statement. Because options and restricted share grants represent non-cash events, our key cash flow ratios—FFO to total debt, EBITDA to interest, and debt to EBITDA—exclude stock option expense. Accordingly, for companies whose stock-based compensation expense (payable in shares) has been deducted, we adjust EBITDA measures by adding back the expense.

Unlike options or restricted share awards, certain other share-based arrangements are payable solely in cash (e.g., stock appreciation rights required to be settled in cash), and represent a future call on a company's cash flow. The obligations under these arrangements are treated as debt.

For tax-reporting purposes, the exercise or the point of vesting (not granting) of certain stock-based awards often
generates a tax-deductible expense, regardless of whether the company has been expensing stock-option grants for financial reporting purposes. Tax credits are shown as an operating item on the cash flow statement under U.S. GAAP only to the extent they relate to the accounting expense; if the tax deduction exceeds the amount attributable to the accounting expense, such excess is a financing item. Analytically, we view tax benefits more appropriately as a financing item on the cash flow statement, since they are triggered only upon equity issuance.

To mitigate dilution caused by options and other share-related grants, companies often engage in share repurchases. Arguably, if a company regularly reverses the dilution resulting from the exercise of share-based awards through share repurchases, the related cash outlays (net of cash proceeds from the exercise) could be treated as a cash operating expense. However, we view a company's decision to repurchase its shares as a separate matter—and part of the company's overall corporate finance strategy. Accordingly, we determine the level of expected share repurchases in the context of a broader assessment of liquidity, capitalization, and financial policy.

In contrast, when an issuer enters into derivative or similar contracts to repurchase shares at a future date, we view these contracts as precursors to such purchases—and incorporate the repurchase immediately in the analysis. Still, even in the absence of such contractual arrangements, the analysis incorporates the eventual share repurchases if they are anticipated. We adjust debt by adding amounts that are anticipated as necessary to fund these transactions.

Additional considerations
For U.S. tax purposes, generally the exercise (not granting) of certain stock options results in a tax-deductible expense to the employer. However, for GAAP purposes, the company expenses the fair value of stock options, which is determined at the grant date, ratably over the related service period. As a result of the use of the grant date fair value to determine the accounting expense, rather than an exercise-date intrinsic or other value for tax deduction purposes, the book and the tax expenses will differ. Furthermore, U.S. GAAP does not allow companies to record a reduction to income tax expense on their income statements for these excess tax benefits. Instead, the tax benefit is recorded directly as an incremental increase to equity (more specifically, additional paid-in capital) and a reduction of taxes payable (i.e., never recorded in as a benefit in the income statement). Consistent with our view that the tax benefits are more financing in nature, because they relate to equity issuance, this will not give rise to an adjustment.

If the options ultimately expire unexercised, any previously recorded accounting expense (recorded based on the award's initial fair value) is not reversed under U.S. GAAP. Although in this circumstance no tax deduction would be generated at all, it would result in a deferred tax asset being recorded on the company's balance sheet over the expense recognition period (because the book expense and resulting deferred tax assets are calculated based on the initial fair value). This tax asset is reversed through earnings only upon expiration of the exercise period. This requirement can cause large deferred tax assets, unlikely to be realized, to remain on a company's balance sheet, causing artificially inflated equity balance in circumstances in which a company's fortunes are adversely changing, and its options are moving substantially out of the money (rendering both exercise and use of the tax benefit improbable). Analytically, it would be more appropriate to reverse the asset amount against equity when it becomes apparent that use of the benefits is unlikely. Adjustments for these situations are considered only in rare circumstances.

Both IFRS and U.S. GAAP now require the expensing of stock options and other share-based employee compensation. However, to facilitate the transition from the prior approach of not expensing, the transition provision allows companies to apply this approach only to grants that were made after a specific date (e.g., Nov. 7,
2002, under IFRS). As a result, costs for an increasing proportion of outstanding grants will be expensed over time. We have generally not attempted to adjust earnings measures to include the missing expenses in the early years of the transition.

Adjustment procedures
Data requirements

- Total period share-based compensation expense reflected in the financial statements. (Amounts may be available in the statements or in the notes.)
- In jurisdictions that do not require expensing of such compensation, an estimate of what would be expensed.
- Amount of deferred taxes unlikely to be realized.
- Tax cash flows included in operating that we view as financing.
- Estimate of amounts to be used for share repurchases.

Calculations

- EBITDA: Where non-cash stock compensation costs have been expensed, we reverse the expense amount.
- SG&A, Operating income before and after D&A, and EBIT: In jurisdictions where share-based compensation is not required to be expensed, the estimated amount is deducted from these profitability measures.
- Tax assets that are unlikely to be realized are subtracted from assets and equity.
- Taxes that are financing in nature are added to operating cash flow and FFO.
- Debt is increased--and equity decreased--for related share repurchases that are contractually committed or otherwise imminent.

(Please see Analytic Implications Of Stock-Based Compensation Accounting, published March 24, 2005, and Camouflaged Share Repurchases: The Rating Implications of Total-Return Swaps and Similar Equity Derivatives, published Dec. 7, 2000, on RatingsDirect.)

Stranded Costs Securitizations Of Regulated Utilities
For rate-regulated utilities, we remove the effects of debt related to securitization of stranded costs, to the extent that debt is serviced separately by the utilities' customers through direct inclusion in rates. Because the customers, not the utility, are responsible, by statute, for principal and interest payments, we remove the debt from the balance sheet for analytical purposes. We also remove related amounts from revenue, depreciation, and interest.

Adjustment procedures
Data requirements

- Amount of securitized debt related to stranded costs on the utility's balance sheet at period end;
- Interest expense related to securitized stranded-cost debt for the period; and
- Principal repayments on stranded-cost securitized debt during the period.

We obtain the data from one of three sources:

- The financial statements and footnotes of the utility;
- The financial statements and footnotes of a separate SPV created for the debt securitization; or
Information received from the utility.

Calculations

- **Adjustment to debt:** We subtract the stranded-cost securitized debt from total debt.
- **Adjustment to revenues:** We remove the revenue earned from customers that is committed to paying securitized debt principal and interest from total revenues. We assume that revenue equals the sum of interest and principal payments made during the year.
- **Adjustment to operating income before depreciation and amortization and EBITDA:** We remove the revenue earned from customers committed to paying principal and interest on securitized debt.
- **Adjustment to operating income after depreciation and amortization and EBIT:** We remove the revenue earned from customers committed to paying principal and interest. We also remove depreciation and amortization related to the regulatory asset, which we assume equals the sum on principal payments during the period. As a result, the reduction to operating income after D&A is only for the interest portion.
- **Adjustment to interest expense:** We reduce interest expense by interest expense of the securitized debt.
- **Operating cash flows:** We reduce operating cash flows for revenues and increase for the assumed interest amount related to the securitized debt. This results in a net decrease to operating cash flows equal to the principal repayment amount.

(Please see Securitizing Stranded Costs, published Jan. 18, 2001, on RatingsDirect.)

**Surplus Cash**

The credit profile of companies that have accumulated cash is, of course, enhanced by the available liquidity. But our analytical methodology regularly goes a step further, by adjusting both financial and operating ratios to reflect a company's surplus cash (that is, unless the surplus is deemed to be only temporary).

Industrial credit ratios are intended to capture the degree to which a company has leveraged its risk assets, and highly liquid financial assets often involve virtually no risk. Moreover, ratios are designed to indicate a company's ability to service and repay debt obligations from operating cash flow, and surplus cash and/or highly-liquid assets are, in a sense, available to repay debt apart from ongoing cash flow generation. Accordingly, we often net surplus cash against debt and debt-like obligations—so that net debt is what figures in ratio calculations.

In some situations—only where the surplus cash is structurally linked to debt that would not be needed, were it not for the cash holdings—we also use a net interest expense when calculating the denominator of coverage ratios, such as FFO/interest, EBIT/interest and EBITDA/interest. (Absent such linkage, we use gross interest in the denominator. Also, since interest income is differentiated from operating income, it is generally not included in the numerator.)

Further, maintenance of surplus cash distorts operational benchmarks and return on assets (ROA) measures that are important for peer comparisons in some sectors, such as pharmaceuticals. Given the relatively low returns on low-risk financial assets, maintaining such assets depresses asset-related margins (even without taking into account interest expense required if the company is financing the cash with debt that otherwise would not be needed).

The key analytical considerations regarding net debt adjustments are the quality of the financial assets themselves, and the company's purpose and strategies for maintaining them—although doing so involves commensurately higher
levels of debt. Some of the possible strategies—and what they imply for the permanence of the surplus—are discussed below.

Virtually all companies require some cash to facilitate their operations. Retailers, restaurants, and supermarkets, for example, need cash to make change. More broadly, companies require a certain level of cash for very-near-term liquidity. We do not give any special credit or make any adjustments for cash that is merely adequate to support ongoing operations, even though the amount can sometimes be quite substantial—especially for companies that operate numerous facilities, and those that transact in diverse currencies.

Companies engage in dialogue with us to help us gauge these near-term operating liquidity needs, and our sector comparisons and reviews also target peer consistency regarding maintenance of sufficient liquidity. Apart from potential netting for surpluses, maintaining adequate liquidity is always an important rating consideration. A company with a deficient level of cash for working capital needs would be penalized in its rating assignment.

However, many companies possess still greater cash, and/or liquid, low-risk, financial resources. Several different possible purposes and strategies could apply. This is important to our analytical treatment: There are many situations in which we use net calculations and, many others where we do not, usually determined by the company’s strategies. The strategies explained below are in descending order, starting with the most supportive of a net approach and concluding with a number of strategies that do not lead to a net approach.

Strategies that support net-debt treatment

- Defeasance (both legal and economic). Because the company places very high-quality assets in a trust to cover the interest and principal of a specific debt issue, this is the most obvious application of the net debt adjustment. (See Defeasance Of Corporate Bonds May Be Gaining Popularity, published July 25, 2006, on RatingsDirect).

- Tax arbitrage. Some companies manufacture in various tax havens; retain related profits in those low-tax locales and avoid tollgate taxes by holding financial investments there; while financing and incurring tax-deductible interest expense in higher-tax rate jurisdictions. Such structural basis for maintaining cash is another solid reason for applying the net debt adjustments. (However, for analytical purposes, any ‘tollgate’ taxes payable upon repatriation are subtracted from the cash.) The large, cash-rich U.S. pharmaceutical companies offer a good example of this tax arbitrage strategy. And, given the magnitude of this aspect of these companies’ finances, profitability measures could be quite distorted without also adjusting return on asset ratios to a net basis. (See Credit FAQ: Tax Relief On Foreign Cash And Its Special Benefit To U.S. Drug And Medical Device Firms, published Sept. 14, 2004, and Ratings Implications Of Earnings Repatriations Under The American Jobs Creation Act, published June 26, 2006, on RatingsDirect.)

- Funding future payment of obligations—especially retiree obligations. Some companies’ may earmark financial assets on their balance sheet to provide for their retiree benefit obligations. In particular, some large German corporations assert that this is their financial policy. Indeed, while these assets are not legally segregated, we would view them as offsetting the liability. Application of the net debt approach in such cases presumes that the liability itself is sufficiently debt-like to be included in our definition of adjusted debt. (U.S., U.K., and Dutch companies, among others, are forced by law to fund their pension obligations in a trust. Our pension adjustment adds back only any unfunded portion, which is equivalent to netting these financial assets against the debt-like pension liability.)

- Meet seasonal requirements. A company may choose to pre-fund its intra-year borrowing needs, by borrowing (or not repaying outstanding debt balances), holding the proceeds in cash or near-cash investments, drawing down the cash as the year progresses, and then replenishing it at period end. The company should not be
penalized relative to a company that instead relies on borrowing only as the need actually materializes, thus avoiding the debt showing up on its year-end financial statements. (In both cases, there may be equal prudence, since the latter company would typically be able to rely on a revolving credit agreement.) To avoid such a distortion and promote comparability, we would use a net-debt approach. However, it would be tricky to estimate the impact on interest expense involved for this pattern, which is one reason we are reluctant to focus on net interest expense.

- Maintain access to financial markets. Very similar to the above strategy, some companies believe it is in their best interests to keep a fairly stable presence in the financial markets, especially in commercial paper markets. They maintain market presence on a regular basis, and avoid going in and out of the markets as their cash flow patterns would dictate.

**Strategies that do not support net-debt treatment**

- Cyclical safety net. Some companies tend to accumulate cash during good times, and hold onto it for self-preservation during expected lean years. For companies that have large ongoing capital requirements, this can be critical. The large U.S. auto companies offer a dramatic example. Similarly, high-technology companies tend to operate with a large cash cushion, given the vicissitudes of the technology product life cycles. Such cash is not really an offset to debt, and net debt is not used as the basis for analysis in these instances. (Nonetheless, it is hard to forecast how much cash is appropriately dedicated to spending in future downturns. So the analyst might calculate supplementary ratios based on netting, just to gain perspective and for peer comparison purposes.)

- Reserve for investment opportunities. Cash earmarked for investment in operations—expansion or capital projects—or acquisitions does not qualify for netting against debt. The cash position is temporary, although some companies may take their time until the opportunity they seek arrives. Of course, having such cash to invest is a great positive that must not be overlooked; it figures in other aspects of the analysis. The potential additional cash flow that can be anticipated from enlarged operations is considered in financial projections, and the current availability of cash enhances liquidity.

- Awaiting return to shareholders. In the current financial environment, this situation may be the most common, at least in the U.S. Many companies that have been successful at generating surplus cash are motivated to repurchase stock or pay out special dividends. While shareholder enrichment programs may stretch out over several quarters or even a few years, the cash position of such companies is ephemeral, and should not be netted against debt.

There are many instances where the purpose may be mixed or the strategy unclear. Local business practice can then form the basis for deciding whether the cash position is likely to be long-lasting. Accordingly, companies with surplus cash that operate in the European context are regularly afforded net debt treatment, given the acceptance—even tradition—of companies operating permanently with surplus cash. (Whatever portion is deemed to be needed for operations is excluded from the adjustment.)

In contrast, North American companies operate in an environment that looks askance at cash accumulation. Shareholders expect these funds to be invested, or returned to them for reinvestment. We therefore presume that, in most cases, surplus cash will be distributed to shareholders sooner or later. Accordingly, few companies in North America are analyzed on a net-debt basis.

Some companies participate in global industries, and may be influenced, to some extent, by the behavior of cross-border peers. This could provide additional insight into what to expect in those instances.

A company’s excess cash may be invested in assets of varying quality or liquidity. We tend to be fairly conservative.
about which assets can be used to fully offset debt. However, a diversified portfolio of assets—such as traded equities, for example—can constitute a reasonably high quality investment, and is certainly very liquid. We have sometimes taken a net approach even with respect to nonfinancial assets, when they exhibit similar critical aspects of low risk and liquidity. For example, agricultural commodity and energy trading companies hold inventory against committed orders. Netting the value of these commodities against debt allows a better picture of the true credit risks.

To the extent that asset values may be subject to decline, we would haircut the investment prior to the netting adjustment. There are situations where we would not adjust for excess cash on the balance sheet because the company has only limited access to the funds. Such exceptions include:

- Funds held at partially owned subsidiaries. Joint-venture partners or minority shareholders may insist on maintaining significant liquidity at the subsidiary level, or may otherwise limit the repatriation of cash to the group’s central treasury operations. Restrictive bank loan covenants at these units create similar restrictions.
- Operating subsidiaries that are regulated. These business units may be prevented from up-streaming cash to their parents, or may have to maintain substantial cash balances for regulatory reasons.
- Captive insurance subsidiaries. While cash appears unencumbered, it usually has to be invested in line with the subsidiary's insurance status and regulations.
- Pension funding vehicles. Even pension surpluses are generally regarded as inaccessible for all practical purposes.

Adjustment procedures
Data requirements

- The amount of surplus cash is judgmentally determined, based on our assessment of liquidity available to repay debt.
- Estimated taxes that would be subject to collection upon repatriation, if applicable.

Calculations

- Debt and cash and investments are reduced by the surplus cash amount, net of related taxes. However, the resulting debt amount may never be negative.
- If the cash and debt are structurally linked, interest expense is reduced by an amount that corresponds to earnings on the surplus cash.

(Please see Net Debt Adjustments Reflect Asset Quality, Strategic Intent, published Feb. 22, 2007, on RatingsDirect.)

Trade Receivables Securitizations

Securitization is an important financing vehicle for many companies, often providing lower-cost, more diverse sources of funding and liquidity than otherwise available to the company. However, securitizations do not ordinarily transform the risks or the underlying economic reality of the business activity, and do not necessarily provide equity relief (i.e., that having accomplished a securitization, the issuer can retain less equity, or incur more debt, than otherwise would be the case, without any change in its credit quality).

To the extent the securitization accomplishes true risk transfer (i.e., all risks—contractual, legal, and reputational),
the transaction is interpreted as an asset sale. Yet, in the much more common case, the company retains the bulk of risks related to the assets transferred, and the transaction is akin, in our view, to a secured financing. More importantly, perhaps, we do not give any benefit for securitization of assets that will be re-generated in the ordinary course of business (and financed on an ongoing basis).

Key considerations in assessing the extent of equity relief include:

- Riskiness of the securitized assets. The only risk that can be transferred is that which existed in the first place. If, as is often the case, an issuer securitizes its highest-quality or most liquid assets, that limits the extent of any meaningful equity relief.
- First-loss exposure. The issuer commonly retains the first-loss exposure, to enhance the credit protection afforded for the securitized debt. For the securitized debt to be highly rated, the extent of enhancement must be a multiple of the expected losses associated with the assets. The first-loss layer thus encompasses the preponderance of risk associated with the securitized assets, and the issuer's total realizations from the securitization will vary depending on the performance of the assets. Often, only the risk of catastrophic loss is transferred to third-party investors—risk generally of little relevance in the corporate rating analysis.
- Moral recourse. How the company would behave if losses did reach catastrophic levels. Empirical evidence suggests companies often believe they must bail out troubled financings (for example, by repurchasing problematic assets or replacing them with other assets) to preserve access to this funding source and, more broadly, to preserve their good name in the capital markets, even though they have no legal requirement to do so. Moral recourse is magnified when securitizations are a significant part of a company's financing activity, or when a company remains linked to the securitized assets by continuing in the role of servicer or operator.
- Ongoing funding needs. Even if it were contractually and legally certain that the risks related to a given pool of assets had been fully transferred and the issuer would not support failing securitizations, equity relief (or an analytical deconsolidation) still would not necessarily have been achieved. If, for whatever reason, losses related to the securitized assets rose dramatically higher than initially anticipated, and if the issuer has a recurring need to finance similar assets, future access to the securitization market would be dubious—at least economically. Future funding needs would then have to be met by other means, with the requisite equity (and the equivalent level of borrowings) to support them. Thus, even if a company separately sells the first-loss exposures, or sells the entire asset without retaining any first-loss exposure, it would not achieve equity relief.

The accounting treatment of securitizations may not be congruent with our analytical perspective, and, accordingly, adjustments to the reported financials often are necessary (especially for companies reporting under U.S. GAAP, since many securitizations remain on-balance sheet under IFRS).

For transactions in which a company retains the preponderance of risks (including those related to ongoing funding needs), we calculate ratios where the outstanding amount of securitized assets are consolidated, along with the related securitized debt—regardless of the accounting treatment. If securitization is used essentially to transfer risk in full and there are no contingent or indirect liabilities, we view the transaction as the equivalent of an asset sale. When necessary, then, we recast the assets, debt, earnings and cashflows, and shareholders' equity accordingly, including adjusting for deferred tax effects and imputed interest.

Issues/limitations of adjustments
When securitizations are accounted for as sales, they commonly give rise to upfront gain/loss-on-sale effects, which represent the present value of the estimated difference between the asset yield and the securitization funding rate and
other securitization-related costs. For securitizations that we are putting back on the balance sheet, it is appropriate to back out such gains and spread them out over the life of the securitizations, given the uncertainty about whether the earnings will ultimately be realized as expected and their essentially non-recurring character. Losses that reflect the discount on sale are also backed out, to avoid double-counting the interest component of the transactions.

To impute interest, we generally have to approximate a rate, given the lack of precise information that is available. Since securitizations tend to be relatively well-secured and risk-free for the investor, we assume a rate that approximates the risk-free rate, currently 5%.

In theory, it might be desirable to fully recast the income statement, and consolidate off-balance-sheet securitizations, but as a practical matter, this is difficult to accomplish. Still, some companies have voluntarily included pro forma schedules in their public disclosures to enable such analysis.

Cash inflows or outflows related to working capital assets or liabilities, or finance receivables, are classified as operating in nature on the statement of cash flows under U.S. GAAP and IFRS. Hence, securitizations affect operating cash flow, with particularly significant effects possible in reporting periods when securitizations are initiated or mature. The reporting convention varies in line with the balance sheet classification. If the securitization is consolidated, the related borrowings are treated as a financing activity. If the securitization is not consolidated, it is as if the assets self-liquidated on an accelerated basis: No debt incurrence is identified separately, either as an operating or financing source of cash. When our analytic view is that securitizations should be consolidated (or, in rare situations, when those that are consolidated should not be), it would be desirable to recast the statement of cash flow accordingly—to smooth out the variations in operating cash flow that can result from the sale treatment of the securitization, which can give a distorted picture of recurring cash flow. Again, as a practical matter, this often can be difficult to accomplish.

Adjustment procedures
Data requirements

- Identify the period-end amount and average outstanding amount of trade receivables sold or securitized, for which an adjustment is warranted, that are not on the balance sheet.

Calculations

- Debt and receivables are increased by the amount of trade receivables sold or securitized.
- Interest expense is increased by an amount of interest imputed at the risk-free discount rate.
- Operating cash flows are adjusted to remove the proceeds from the securitization when there is an increased level of securitization—upon initiation of securitization or subsequent fluctuation in amounts securitized. Merely rolling over existing securitization requires no cash flow adjustment.

(Please see Securitization’s Effect On Corporate Credit Quality, published Nov. 28, 2005, and Finance Company Rating Methodology: Credit Ratios To Be Analyzed On A Managed Basis, published Feb. 23, 2001, on RatingsDirect.)
Volumetric Production Payments

A volumetric production payment (VPP) is an arrangement in which an exploration and production (E&P) company agrees to deliver a specified quantity of hydrocarbons from specific properties to a counterparty (often a financial institution) in return for a fixed amount of cash received at the beginning of the transaction. The seller often bears all of the production and development costs associated with delivering the agreed-upon volumes. The buyer receives a nonoperating interest in oil and gas properties that produce the required volumes. The security is a real interest in the producing properties that is expected to survive bankruptcy of the E&P company that sold the VPP. When the total requisite units of production are delivered, the production payment arrangement terminates and the conveyed interest reverts back to the seller.

We view production payments structured with a high level of security to production coverage as debt-like obligations, and adjust financial and operating analysis accordingly. The retention of risk in VPPs is central to our treatment of such deals as largely debt-like.

The accounting for VPPs affects the seller’s financial statements and also operating statistics in several ways. The VPP volumes (i.e., the amount of oil and gas required to be delivered under the agreement) are removed from the seller’s reserves. Proceeds received for the VPP increase the seller’s cash balances, and the seller books a deferred revenue liability—or debt—to reflect the obligation under the agreement. Revenues and costs incurred to produce the VPP volumes are included in the seller’s income statement as and when the oil and gas is produced. Operating statistics calculated on a per-barrel basis will be overstated because they include both the amortization of deferred revenues and costs, but do not factor in the volumes related to the VPP. In the case of lifting costs, for example, barrels produced in the numerator are lower, while the expense in the denominator continues to include the cost of producing the VPP volumes.

When the necessary data are available, we adjust the reported results to minimize the distortion caused by accounting for a production payment. The required volumes are returned to reserves and deferred revenue is treated as debt. Similarly, the oil and gas volumes produced to meet the VPP requirements are added to the E&P company’s production when calculating per-barrel sales and lifting costs. This treatment reflects the view that VPPs are conceptually similar to secured debt, rather than asset sales. The similarity pertains in typical deals, in which the reserves included in the production agreement are significantly greater than the required volumes. The seller bears the obligation to deliver the agreed-upon volumes, and retains the production and a significant amount of reserve risk, while receiving the benefit of fixing commodity prices. A VPP structured with minimal coverage would be viewed as closer to an asset sale, since the transfer of risk would be more substantial.

Adjustment procedures

Data requirements

- Amount of VPP-related deferred revenue reported on the balance sheet at period end;
- Oil and gas reserve data (related to VPPs that have been removed from reported amounts);
- Remaining quantity of oil and gas reserves removed from reported reserves at end of period (yet to be delivered); and
- Oil and gas volumes produced during the year from the VPPs.

The amount of deferred revenue related to VPPs at period end is obtained from the financial statements. Reserve
quantities may come from the financial statements or from the company.

Calculations

- Adjustment to debt: We add the amount of deferred VPP revenue at period end to debt.
- Adjustment to interest expense: We impute interest expense on the adjustment to debt. The rate is that inherent in the contract, or a rate estimated by the analyst based on the company's secured borrowing rates. In either case, it is applied to the average of the current period end, and the previous period end deferred VPP revenue balance.
- We add period-end reserve volumes related to VPPs back to reported reserves.
- Similarly, we add the oil and gas volumes produced to meet the VPP requirements to the company's production and sales statistics used to calculate per-barrel selling prices and lifting costs.
- Adjustment to operating cash flow: We reclassify cash proceeds from VPPs as financing cash flows. Future cash flows will be adjusted (if practicable and data are available) upon delivery, to reflect the cash flows associated with the properties.

(Please see Credit FAQ: Volumetric Production Payments For U.S. Oil And Gas Companies, published April 14, 2005, and Oil And Gas Volumetric Production Payments: The Corporate Ratings Perspective, published Dec. 4, 2003, on RatingsDirect.)

Workers Compensation/Self Insurance

Workers compensation systems provide compensation for employees injured in the course of employment. While schemes differ between jurisdictions, provisions may be made for payments in lieu of wages, compensation for economic losses (past and future), reimbursement for or payment of medical and like expenses, general damages for pain and suffering, and benefits payable to the dependents of workers killed during employment. (For example, U.S. coal mining companies, under the Federal Coal Mine Health and Safety Act, are responsible for medical and disability benefits to existing and former employees and their families who are affected by pneumoconiosis, better known as black lung disease.)

Workers compensation coverage may be provided through insurance companies, and thus is not a financial concern for the company. But, in certain instances and/or industries, employers assume direct responsibility for medical treatment, lost wages, etc.

In these cases, under U.S. GAAP or IFRS, the incurred liabilities usually are recorded on the company's balance sheet as other liabilities, based on an actuarially determined present value of known and estimated claims. Accordingly, these obligations represent a call on future cash flow, distinguishing them from many other, less-certain contingencies. They are analogous to postretirement obligations, which we also add to debt.

Treating the workers-compensation liability as debt affects many line items on the financial statements. Ideally, if there is sufficient disclosure available, we would adjust fully (in a manner akin to our post-retirement adjustments). In practice, the data are not available, so we reclassify these obligations, adjusted for tax, as debt. Similarly, we may also treat other analogous self-insurance-type liabilities as debt.
Adjustment procedures
Data requirements

- Net amount recognized as a liability for workers compensation obligations and for self-insurance claims.

Calculations

- Add amount recognized for workers compensation obligations (net of tax) and net amount recognized for self-insurance claims (net of tax) to debt.

Key Ratios And Glossary Of Terms

Table 1

<table>
<thead>
<tr>
<th>Ratio</th>
<th>Formula</th>
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<tr>
<td>Operating income before depreciation and amortization to revenues</td>
<td>Operating income before depreciation and amortization/earnings</td>
</tr>
<tr>
<td>EBIT interest coverage</td>
<td>EBIT/interest</td>
</tr>
<tr>
<td>EBITDA interest coverage</td>
<td>EBITDA/interest</td>
</tr>
<tr>
<td>FFO interest coverage</td>
<td>FFO, plus interest paid, minus operating lease adjustment to depreciation/interest*</td>
</tr>
<tr>
<td>Return on capital</td>
<td>EBIT/average beginning of year and end of year capital</td>
</tr>
<tr>
<td>FFO to debt</td>
<td>FFO/debt</td>
</tr>
<tr>
<td>Free operating cash flow (FOCF) to debt</td>
<td>FOCF/debt</td>
</tr>
<tr>
<td>Discretionary cash flow to debt</td>
<td>Discretionary cash flow/debt</td>
</tr>
<tr>
<td>Net cash flow to capex</td>
<td>Net cash flow/capex</td>
</tr>
<tr>
<td>Debt to EBITDA</td>
<td>Debt/EBITDA</td>
</tr>
<tr>
<td>Debt to debt plus equity</td>
<td>Debt/debt, plus equity</td>
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*The numerator reflects interest paid; the denominator reflects interest accrued.

Table 2

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<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>Revenues</td>
<td>Total sales and other revenues we consider to be operating.</td>
</tr>
<tr>
<td>Operating income before depreciation &amp; amortization</td>
<td>A measure of operating profitability that excludes depreciation and amortization, to partly neutralize capital intensity as a factor when comparing the profitability of companies.</td>
</tr>
<tr>
<td>EBITDA</td>
<td>Operating profits before interest income, interest expense, income taxes, depreciation, amortization and asset impairment. Excludes undistributed equity earnings of affiliates. While at times EBITDA is considered a proxy for cash earnings, changes in accounting make this increasingly an accrual-based earnings measure. The difference between EBITDA and operating income before depreciation and amortization is in the adjustments we make for operating leases, exploration expense, and stock-based compensation. Exploration expense is added back to EBITDA, rather than being treated as an operating cost. The operating lease adjustment to EBITDA increases it for the implicit interest component of rent expense, but not for the depreciation component. Finally, the change to earnings for share-based compensation is reversed in calculating EBITDA.</td>
</tr>
<tr>
<td>EBIT</td>
<td>A traditional view of profit that factors in capital intensity. However, it also includes interest income, the company's share of equity earnings of associates and joint ventures, and other recurring, non-operating items.</td>
</tr>
<tr>
<td>Cash flow from operations</td>
<td>This measure reflects cash flows from operating activities, not investment and financing activities. It includes interest received and paid, dividends received, and taxes paid in the period. Additionally, for some items such as postretirement benefit and asset retirement obligations, we include the (net) cost for the period rather than actual cash outflows, in order to separate what we view as financing of these obligations from the operating cashflow component.</td>
</tr>
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### Table 2

<table>
<thead>
<tr>
<th>Glossary Of Terms (cont.)</th>
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<td>Free operating cash flow</td>
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<td>Discretionary cash flow</td>
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<td>Net cash flow</td>
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<td>Interest</td>
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<td>Dividends</td>
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<td>Capital expenditures (capex)</td>
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<td>Capital</td>
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<td>Debt</td>
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<td>Equity hybrids</td>
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<td>Equity</td>
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<th>Contact Information</th>
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<td>Contact Information (cont.)</td>
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<tr>
<td>JaeMin Kwon</td>
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Criteria | Corporates | Utilities:
Imputed Debt Calculation For U.S.
Utilities' Power Purchase Agreements

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Imputed Debt Calculation For U.S. Utilities' Power Purchase Agreements

In November 2006, Standard & Poor's Ratings Services invited members of the U.S. electric industry and interested parties to provide us with comments on our proposal to incorporate evergreen treatment in the debt equivalents we calculate to reflect the fixed obligations created by power purchase agreements (PPAs). Evergreen treatment would, for analytical purposes, assume an extension of the life of some short- and intermediate-term PPAs, so as to achieve comparability in the financial metrics of companies with supply arrangements of varying durations.

We received comments from every sector of the power industry—utilities, independent power producers, trade organizations, consultants, investors, and regulators. Based on the comments received, we have reached a number of conclusions regarding the application of evergreen treatment to PPAs in our analysis. We have also made a number of clarifications and refinements to our rating methodology. This discussion supplements our Nov. 1, 2006 article Request for Comments: Imputing Debt to Purchased Power Obligations, which is available on RatingsDirect.

Frequently Asked Questions

How is evergreen treatment applied in Standard & Poor's credit analysis?
Standard & Poor's adjusts reported financial metrics to capitalize portions of the costs of PPAs. The intent of these adjustments is to capture fixed PPA obligations that have debt-like attributes because they fund the recovery of third-party power suppliers' capital investments in generation assets. These fixed obligations merit inclusion in a utility's financial metrics as though they are part of a utility's permanent capital structure. Evergreen treatment would extend the tenor of short- and intermediate-term contracts to reflect the long-term obligation of electric utilities to meet their customers' demand for electricity.

We have concluded that there is a limited pool of utilities whose portfolios of existing and projected PPAs do not meaningfully correspond to long-term load-serving obligations. Although evergreen treatment will be applied selectively in those cases where the portfolio of existing and projected PPAs is inconsistent with long-term load-serving obligations, a blanket application of evergreen treatment is not warranted.

The net present value (NPV) of the fixed obligations associated with a portfolio of short-term or intermediate-term contracts can lead to distortions in a utility's financial profile relative to the NPV of the fixed obligations of a utility with a portfolio of PPAs that is made up of longer-term commitments. Where there is the potential for such distortions, rating committees will consider evergreen treatment of existing PPA obligations as a scenario for inclusion in the rating analysis.

What are the mechanics of PPA debt imputation and evergreen treatment?
A starting point for calculating the debt to be imputed for PPA-related fixed obligations can be found among the "commitments and contingencies" in the notes to a utility's financial statements. An NPV is calculated for the stream of capacity payments associated with the outstanding contracts included in the financial statements. The notes to the financial statements report capacity payments for the succeeding five years and a "thereafter" period.

While we have access to proprietary forecasts that show the detail underlying the costs that are amalgamated...
beyond the five-year horizon, others, for purposes of calculating an NPV, can divide the amount reported as "thereafter" by the average of the capacity payments in the preceding five years to derive an approximate tenor of the amounts combined as the sum of the obligations beyond the fifth year.

In calculating debt equivalents, we also include new contracts that will commence during the forecast period and aren't reflected in the notes to the financial statements. For this group of contracts, debt imputation will not commence until the year that energy deliveries are to begin under the anticipated contract.

How is NPV calculated?
The NPV is calculated using a discount rate equivalent to the company's average cost of debt, net of securitization debt. Once we arrive at the NPV, we apply a risk factor to reflect the benefits of regulatory or legislative cost recovery mechanisms (see "Request for Comments: Imputing Debt to Purchased Power Obligations," (cited above) for a discussion of risk factors).

How does evergreen treatment alter the PPA debt adjustment?
If evergreen treatment is warranted, we would extend the expiration of existing contracts and those that are slated to commence during the five-year horizon. Based on our analysis of several companies, we have determined that any evergreen extension of the tenor of existing contracts and anticipated contracts should extend those contracts to 12 years beyond the relevant forecast year.

To decide whether to apply evergreen treatment, we would start with an examination of actual capacity payments scheduled during the five-year horizon and the period represented as the thereafter period in the financial statements. If we conclude that the duration of PPAs is short relative to our targeted tenor, we would then add capacity payments until the targeted tenor is achieved. The price for the capacity that we add will be derived from new peaker entry economics.

We use empirical data to establish the cost of developing new peaking capacity and will reflect regional differences in our analysis. The cost of new capacity is translated into a dollars-per-kilowatt-year figure using a proxy weighted average cost of capital and a proxy capital recovery period.

Does customer choice curb the need for evergreen treatment?
Several comments submitted to us observed that over the long term there is the potential that customers may switch to third-party providers, thereby undermining the rationale for an evergreen adjustment. We acknowledge that the introduction of customer migration would alter the long-term obligation to serve. At the same time, it must be noted that our rating methodology already addresses this concern. Customer choice typically goes hand in hand with the transformation of a utility into a pure transmission and distribution system. We have previously stated that we won't impute debt for those utilities whose role--as a result of either regulatory orders or legislation--is limited to that of a conduit between suppliers and retail customers. Therefore, utilities whose customers have retail choice aren't generally exposed to debt imputation and, in turn, we won't apply evergreen treatment to their supply obligations.

Have there been revisions to the analytical treatment of short-term PPAs?
For many years, Standard & Poor's didn't calculate debt equivalents for the fixed costs of power supply arrangements whose tenor was three years or less. We recently announced our abandonment of this exception to our debt imputation criteria. However, we understand that there are some utilities that use short-term PPAs of approximately one year or less as gap fillers pending either the construction of new capacity or the execution of
long-term PPA contracts. To the extent that such short-term supply arrangements represent a nominal percentage of demand and serve the purposes described above, we will neither impute debt for such contracts nor provide evergreen treatment to such contracts.

Are accommodations made for PPAs that are treated as leases in the financial statements?
Several utilities have reported that their accountants dictate that certain PPAs need to be treated as leases for accounting purposes due to the tenor of the PPA or the residual value of the asset upon the PPA’s expiration. We have consistently taken the position that companies should identify those capacity charges that are subject to lease treatment in the financial statements so that we can accord PPA treatment to those obligations, in lieu of lease treatment. That is, PPAs that receive lease treatment for accounting purposes won’t be subject to a 100% risk factor for analytical purposes as though they were leases. Rather, the NPV of the stream of capacity payments associated with these PPAs will be reduced by the risk factor that is applied to the utility’s other PPA commitments.

How is the depreciation expense related to PPAs calculated?
We noted in our November article that we now add an implied depreciation expense to funds from operations (FFO) to align the analytical treatment of PPAs with the concept of purchased power as a substitute for self-build. We observed that we calculate imputed depreciation expense in conformity with the methodology used for calculating a depreciation adjustment as an offset to debt equivalents created by leases.

The imputed depreciation expense is calculated for any given year by taking the scheduled fixed capacity payment commitment for that year and subtracting from it the implied interest expense calculated from the NPV of the stream of capacity payments associated with that year. The calculated depreciation proxy is added to FFO in the numerator as part of the calculation of both the FFO-to-interest and FFO-to-debt ratios.

What adjustments are made for tolling contracts?
We will assign a 100% risk factor when imputing debt to an unregulated energy company that has entered into a tolling agreement for a power plant’s output. This is done because of the absence of a regulatory mechanism for the recovery of the fixed costs presented by the tolling arrangement.

Are transmission contracts treated differently than PPAs?
In recent years, some utilities have entered into long-term transmission contracts in lieu of building generation. In some cases, these transmission contracts provide access to specific power plants, while other transmission arrangements provide access to competitive wholesale electricity markets. We have concluded that these types of transmission arrangements represent extensions of the power plants to which they are connected or the markets that they serve. Irrespective of whether these transmission lines are integral to the delivery of power from a specific plant or are conduits to wholesale markets, we view these arrangements as exhibiting very strong parallels to PPAs as a substitute for investment in power plants. Consequently, we will impute debt for the fixed costs associated with long-term transmission contracts.

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Financial Adjustments Give A Clearer Picture Of Credit Quality For U.S. Utility And Infrastructure Companies

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Financial Adjustments Give A Clearer Picture Of Credit Quality For U.S. Utility And Infrastructure Companies

Financial statements, including the accompanying footnotes and disclosures, provide Standard & Poor's Ratings Services' analysts with critical information that we incorporate into our evaluation of credit quality and ratings determination. But financial statements (historical or projected) aren't necessarily the optimal depiction of the economic reality of an issuer's financial performance and strength. To better reflect the "truth" of an issuer's financial position, we must make certain adjustments to these financial statements that affect metrics in a way we believe more completely reflects creditors' risks, rights, and obligations. The adjustments also provide more meaningful peer and period-over-period comparisons, and facilitate more robust financial forecasts. In certain instances, the adjustments will exceed a threshold that, together with other considerations, makes a weaker rating appropriate.

The analytical rationale underlying our adjustments and certain specifics regarding the actual calculations can be found in the Encyclopedia of Analytical Adjustments chapter in Standard & Poor's 2008 Corporate Ratings Criteria Book (see note 1). The book provides the analytical rationale underlying our adjustments, and includes a complete guide to the financial adjustments we make when determining corporate debt issuers' creditworthiness. The annual full analysis for every company includes a reconciliation table that displays the various adjustments to the reported financial statements. Both reports provide increased transparency to our credit rating process and enhance the usefulness of our ratings. As outlined in the encyclopedia, the objectives relating to specific financial adjustments are to:

- Facilitate peer comparison,
- Aid period-over-period comparisons,
- Normalize different estimates and assumptions,
- Adjust for inconsistencies within accounting treatments to better reflect creditors' risks and rights, and
- Enhance our financial forecasts.

Adjustments To Debt And Interest Expense In The Utilities & Infrastructure Practice

Standard & Poor's Utilities & Infrastructure Practice (see note 1) covers $509 billion in total debt and $32 billion of interest expense for utilities and merchant power companies (figures are as of the end of fiscal 2007). We adjust the debt figure to include items that increase on-balance-sheet debt by about $65 billion, as well as those that reduce it by $34 billion. Likewise, adjusted interest expense includes items that add almost $6 billion to total income statement interest expense, as well as $1.4 billion of items that reduce the total.
Chart 1

Reconciliation Of Adjusted Debt

Sources: Company filings, adjustments by Standard & Poor’s.

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Many of the adjustments recorded for companies in the Utilities & Infrastructure practice are the same as adjustments Standard & Poor's makes for any company in Corporate Ratings. These adjustments include:

- Operating leases ($25.3 billion and $1.9 billion of debt and interest adjustments, respectively),
- Postretirement benefit obligations (PRB; $13.7 billion; $230 million),
- Asset retirement obligations (ARO; $1.9 billion; $825 million),
- Trade receivables, sole or securitized ($1.2 billion; $100 million), and
- Hybrid instruments (reductions of $2.6 billion; $290 million).

However, there are a number of adjustments that are unique to companies in the Utilities & Infrastructure practice. Adjustments related to power purchase agreements (PPAs; $16.3 billion; $1.1 billion) increase total debt and interest expense, while securitized "stranded" costs (the costs a utility has incurred that it may not have been able to recover in a deregulated market) ($14.9 billion; $900 million) and debt adjustment for seasonal natural gas inventories of local natural gas distribution companies ($1.9 billion; no corresponding adjustment to interest) are reduced from the company's reported financials.

Furthermore, some of these adjustments occur predominately in one segment of the Utilities & Infrastructure practice. For example, while about 25% of the practice's companies have PPAs, two-thirds of the financial
Financial Adjustments Give A Clearer Picture Of Credit Quality For U.S. Utility And Infrastructure Companies

statements of electric and diversified utilities incorporate this adjustment. In addition, 20% of the practice's companies have "nonstandard" adjustments. The "nonstandard" adjustments include the netting of natural gas inventory of regulated gas utilities with short-term debt, which affects almost every gas distributor, and other adjustments not captured elsewhere.

The Adjustments

Operating leases
Our lease adjustments seek to enhance comparability of reported results and financial obligations among companies that lease assets and those that issue debt to finance asset acquisitions. Like all of our adjustments, the operating lease adjustment is intended to better reflect the company's underlying economics, whether an obligation is on or off the balance sheet. The model improves our analysis of how well a company profits from employing its leased and owned assets.

Postretirement employee benefits/deferred compensation
Standard & Poor's adjusts the income statement, balance sheet, and cash flow statement for defined-benefit retirement obligations, including pensions and health care coverage (collectively referred to as PRB), and other forms of deferred compensation that are financial obligations that must be paid over time. Our adjustments pertain to obligations already incurred, without trying to capture future levels of liability (see note 3). Similar to ARO costs, we expect all reasonable costs, including PRBs, to be included in the rates utilities charge their customers. This reduces the utilities' economic risks, but does not eliminate the future obligation and the reliance on rate cases with regulators for ultimate recovery of those costs.

Asset retirement obligations (ARO)
AROs, which we treat as debt-like liabilities, are legal commitments utilities assume when commissioning or operating long-lived assets to incur restoration and removal costs for disposing of, dismantling, or decommissioning those assets (see note 4).

These commitments are independent of the level and timing of any cash flow the assets generate. In most instances, we expect ARO costs to be reimbursed to the entity through rates or assumed by other parties. When the asset operator's costs are reimbursed by the government or via a rate-setting process, the entity bears far different and fewer open-ended economic risks—and may not require debt imputation. To date, we have tended only to view AROs related to nuclear power plants of rate-regulated U.S. utilities in this light.

Hybrid instruments
Hybrid instruments have certain characteristics of both debt and equity (see note 5). The more weight the latter carries, the more equity content we attribute to the instrument.

For hybrids in the intermediate category, Standard & Poor's calculates ratios with the amounts split 50/50. We categorize one-half of the principal as debt and one-half as equity, and treat one-half of the period payments as interest and one-half as common dividends. (There is not an adjustment to taxes.) We use this set of ratios as the basic adjusted measures, and these are the ratios we publish.

Under very selective circumstances, we consider some hybrids to have minimal equity content and regard them entirely as debt for ratio purposes. Similarly unique are hybrids with high equity content, which we treat entirely as equity for calculating ratios.

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Power purchase agreements
We view PPPAs as fixed, debt-like financial obligations that represent substitutes for debt-financed capital investments in electric generation capacity (see note 6). We incorporate PPA obligation adjustments to make it easier to compare utilities that finance and build generation capacity with those that purchase capacity to satisfy customer needs.

PPAs benefit utilities by shifting various risks to the suppliers, such as construction risk and most of the operating risk. The principal risk a utility incurs that relies on PPPAs is recovering the costs of the financial obligation in rates. Our qualitative business-risk assessments incorporate the differences between the risk profiles of utilities that take divergent approaches.

Companies with the largest PPA-related debt adjustments are shown in table 1.

Table 1
| Companies With The Largest Power Purchase Agreement Adjustments (Fiscal 2007) |
|-------------------------------|-----------------|-----------------|-----------------|
| (Mil. $)                     | Corporate credit rating* | Debt adjustment | Related interest |
| Exelon Corp.                 | BBB+/Stable/A-2    | 2,098.0         | 141.2           |
| Edison International         | BBB-/Stable/--     | 1,513.8         | 120.5           |
| Pacific Gas and Electric Co. | BBB+/Stable/A-2    | 1,384.0         | 103.8           |
| FPL Group Inc.               | A/Stable/--        | 1,165.8         | 71.5            |
| Xcel Energy Inc.             | BBB+/Stable/A-2    | 1,142.5         | 83.2            |
| Progress Energy Inc.         | BBB+/Stable/A-2    | 1,024.2         | 64.5            |
| Southern Co.                 | A/Stable/A-1       | 921.6           | 53.0            |
| Sierra Pacific Resources     | BB/Stable/B-2      | 659.3           | 48.8            |
| Constellation Energy Group Inc. | BBB+/Negative/A-2 | 486.1           | 30.5            |
| MidAmerican Energy Holdings Co. | A-/Stable/--   | 484.8           | 34.1            |


Stranded-cost securitizations of regulated utilities
For regulated utilities, the effects of debt related to securitization of stranded costs serviced directly through customer rates are removed. We remove the debt, revenue, depreciation, and interest expense associated with these securitizations because the customers, not the utility, are responsible, by statute, for principal and interest payments (see table 7).

Table 2 shows the companies with the largest stranded cost-related debt adjustments.

Table 2
| Companies With The Largest Stranded Cost Adjustments (Fiscal 2007) |
|-----------------------------|-----------------|-----------------|-----------------|
| Company                     | Corporate credit rating* | Debt adjustment | Related interest |
| CenterPoint Energy Inc.     | BBB/Stable/A-2    | 2,280.0         | 123.0           |
| American Electric Power Co. Inc. | BBB/Stable/A-2 | 2,257.0         | 120.3           |
| Exelon Corp.                | BBB+/Stable/A-2   | 2,098.0         | 165.0           |
| Public Service Enterprise Group Inc. | BBB/Stable/A-2 | 1,708.2         | 130.8           |
| DTE Energy Co.              | BBB/Stable/A-2    | 1,185.0         | 76.0            |
| Northeast Utilities         | BBB/Stable/--     | 1,177.2         | 61.6            |
| Energy Future Holdings Corp. | B-/Stable/--     | 977.8           | 49.3            |
Trade receivables securitizations

Many companies use trade receivables securitizations for liquidity purposes. In these transactions, where the company retains the preponderance of risks (including those related to ongoing funding needs), our adjustments include adding the outstanding amount of securitized assets as debt and recasting the interest expense (see note 8).

Affiliate nonrecourse debt

Corporate nonrecourse debt often refers to a situation in which an affiliate or subsidiary of a company borrows funds, possibly pledging its assets as collateral, while the parent company and other subsidiaries in the corporate structure have no legal obligation to perform under the borrowing agreement. If a default occurs, the lender’s claims are limited solely to the subsidiary that borrowed the money (see note 9).

In nonrecourse structures, the parent company has the legal right to walk away from the troubled (or bankrupt) subsidiary. This is often a by-product of corporate law and legal isolation doctrines related to entities structured as corporations or other limited-liability structures. Notwithstanding the theory, history has shown this often is not the way things play out. The parent company often ends up providing economic support to the subsidiary, despite the obligation’s nonrecourse nature.

Seasonal natural gas inventories of regulated utilities

Due to the distortions in leverage and cash flow metrics caused by the substantial seasonal working-capital requirements of gas utilities, Standard & Poor’s adjusts inventory and debt balances by netting the value of inventory against the outstanding commercial paper for regulated subsidiaries. This adjustment to the short-term debt we deem to be outside of the company’s permanent capital structure provides a more accurate view of the company’s financial performance given the regulatory support for the recovery of 100% of the natural gas purchased on behalf of ratepayers. As inventories are depleted and accounts receivable are monetized, with support from commodity pass-through mechanisms, these funds reduce the utility’s short-term borrowings. Standard & Poor’s has historically recognized the appropriateness of making analytical adjustments to short-term debt when reviewing regulated gas utilities (see note 10). Publishing the netting of short-term debt and gas inventories formalizes this practice.

Table 3 provides credit metrics for the ten companies with the largest change in reported and adjusted leverage across the practice.

Table 3

<table>
<thead>
<tr>
<th>Company</th>
<th>Corporate credit rating*</th>
<th>Reported debt (mil. $)</th>
<th>Adjusted debt (mil. $)</th>
<th>Debt/capital—reported (%)</th>
<th>Debt/capital—adjusted (%)</th>
<th>FFO/debt—reported (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Vermont Public Service Corp.</td>
<td>BB+ / Stable /*</td>
<td>186.6</td>
<td>573.2</td>
<td>48.4</td>
<td>74.7</td>
<td>17.1</td>
</tr>
</tbody>
</table>

Table 2

<table>
<thead>
<tr>
<th>Companies With The Largest Stranded Cost Adjustments (Fiscal 2007)(cont.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allegheny Energy Inc.</td>
</tr>
<tr>
<td>Constellation Energy Group Inc.</td>
</tr>
<tr>
<td>NSTAR</td>
</tr>
</tbody>
</table>

*Rating as of Aug. 4, 2008. **Related interest is displayed on an annualized basis.
Table 3

<table>
<thead>
<tr>
<th>Companies With The Largest Change In Reported And Adjusted Leverage (Fiscal 2007)(cont.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alliant Energy Corp.</td>
</tr>
<tr>
<td>BBB+/Stable/A-2</td>
</tr>
<tr>
<td>ALLETE Inc.</td>
</tr>
<tr>
<td>BBB+/Stable/A-2</td>
</tr>
<tr>
<td>Mirant Corp.</td>
</tr>
<tr>
<td>B+/Stable/--</td>
</tr>
<tr>
<td>Edison International</td>
</tr>
<tr>
<td>BBB-/Stable/--</td>
</tr>
<tr>
<td>Aventine Renewable Energy Holdings Inc.</td>
</tr>
<tr>
<td>B+/Watch Neg/--</td>
</tr>
<tr>
<td>Constellation Energy Group Inc.</td>
</tr>
<tr>
<td>BBB+/Negative/A-2</td>
</tr>
<tr>
<td>Sempra Energy</td>
</tr>
<tr>
<td>BBB+/Negative/A-2</td>
</tr>
<tr>
<td>Otter Tail Corp.</td>
</tr>
<tr>
<td>BBB+/Negative/--</td>
</tr>
<tr>
<td>Hawaiian Electric Industries Inc.</td>
</tr>
<tr>
<td>BBB/Stable/A-2</td>
</tr>
</tbody>
</table>


Reporting Of Adjustments To Reported Financial Data

Reconciliation tables (see note 11) list the adjustment amounts by type for balance sheet, earnings, and cash flow measures that we use when calculating our adjusted ratios. Tables 4 through 8 are reconciliation tables for several companies in the Utilities & Infrastructure Practice that show the adjustments we make to reconcile company-reported amounts to our adjusted amounts.

Table 4

<table>
<thead>
<tr>
<th>Constellation Energy Group Inc. reported amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Shareholders' equity Revenues Operating income Operating income Operating income Interest expense Cash flow from operations</td>
</tr>
<tr>
<td>5,055.1</td>
</tr>
</tbody>
</table>

Standard & Poor’s adjustments

| Operating leases                  | 1,840.7 | -- | -- | 345.8 | 78.3 | 78.3 | 267.5 |
| Intermediate hybrids reported as debt | 128.9 | 128.9 | -- | -- | -- | (2.0) | 2.0 |
| Postretirement benefit obligations | 524.7 | -- | -- | 37.7 | 37.7 | 37.7 | 18.5 | 55.8 |
| Additional items included in debt | 680.0 | -- | -- | -- | -- | -- | -- |
| Capitalized Interest             | -- | -- | -- | -- | -- | -- | 19.4 | (19.4) |
| Securitized utility cost recovery | (623.2) | (17.5) | (17.5) | (17.5) | (17.5) | (17.5) | -- |
| Power purchase agreements        | 466.1 | -- | -- | 30.5 | 30.5 | 30.5 | 30.5 | -- |
Table 4
Reconciliation Of Constellation Energy Group Inc: Reported Amounts With Standard & Poor’s Adjusted Amounts (Mil. S’)(cont.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Debt</th>
<th>Equity</th>
<th>Revenues</th>
<th>Operating income (before D&amp;A)</th>
<th>EBITDA</th>
<th>EBIT</th>
<th>Interest expense</th>
<th>Cash flow from operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asset retirement obligations</td>
<td>13.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reclassification of nonoperating income (expenses)</td>
<td></td>
<td></td>
<td></td>
<td>145.4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reclassification of working-capital cash flow changes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minority interests</td>
<td></td>
<td>19.2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>US decommissioning fund contributions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total adjustments</td>
<td>2,782.4</td>
<td>148.1</td>
<td>(17.5)</td>
<td>396.4</td>
<td>128.9</td>
<td>274.3</td>
<td>125.1</td>
<td>297.1</td>
</tr>
</tbody>
</table>

Standard & Poor’s adjusted amounts

<table>
<thead>
<tr>
<th>Description</th>
<th>Debt</th>
<th>Equity</th>
<th>Revenues</th>
<th>Operating income (before D&amp;A)</th>
<th>EBITDA</th>
<th>EBIT</th>
<th>Interest expense</th>
<th>Cash flow from operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjusted</td>
<td>7,837.5</td>
<td>5,978.3</td>
<td>21,175.7</td>
<td>2,306.8</td>
<td>2,041.3</td>
<td>1,629.9</td>
<td>417.5</td>
<td>1,224.9</td>
</tr>
</tbody>
</table>

*Constellation Energy Group Inc. reported amounts shown are taken from the company’s financial statements but might include adjustments made by data providers or reclassifications made by Standard & Poor’s analysts. Please note that two reported amounts (operating income before D&A and cash flow from operations) are used to derive more than one Standard & Poor’s-adjusted amount (operating income before D&A and EBITDA, and cash flow from operations and funds from operations, respectively). Consequently, the first section in some tables may feature duplicate descriptions and amounts.

Table 5
Reconciliation Of Edison International Reported Amounts With Standard & Poor’s Adjusted Amounts (Mil. S’)

---Fiscal year ended Dec. 31, 2007---

<table>
<thead>
<tr>
<th>Description</th>
<th>Debt</th>
<th>Shareholders’ equity</th>
<th>Revenues</th>
<th>Operating income (before D&amp;A)</th>
<th>Operating income (after D&amp;A)</th>
<th>Interest expense</th>
<th>Cash flow from operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reported</td>
<td>9,746.0</td>
<td>9,359.0</td>
<td>13,113.0</td>
<td>3,776.0</td>
<td>2,512.0</td>
<td>752.0</td>
<td>3,195.0</td>
</tr>
</tbody>
</table>

Standard & Poor’s adjustments

<table>
<thead>
<tr>
<th>Description</th>
<th>Debt</th>
<th>Shareholders’ equity</th>
<th>Revenues</th>
<th>Operating income (before D&amp;A)</th>
<th>Operating income (after D&amp;A)</th>
<th>Interest expense</th>
<th>Cash flow from operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating leases</td>
<td>2,829.2</td>
<td></td>
<td></td>
<td>406.5</td>
<td>224.3</td>
<td>224.3</td>
<td>182.2</td>
</tr>
<tr>
<td>Intermediate hybrids reported as equity</td>
<td>457.5</td>
<td>(457.5)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postretirement benefit obligations</td>
<td>139.5</td>
<td></td>
<td></td>
<td>(26.0)</td>
<td>(26.0)</td>
<td>(26.0)</td>
<td>25.4</td>
</tr>
<tr>
<td>Capitalized interest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Share-based compensation expense</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Securitized utility cost recovery</td>
<td></td>
<td></td>
<td></td>
<td>(259.9)</td>
<td>(259.9)</td>
<td>(259.9)</td>
<td>(13.7)</td>
</tr>
<tr>
<td>Power purchase agreements</td>
<td>1,513.8</td>
<td></td>
<td></td>
<td>203.5</td>
<td>203.5</td>
<td>120.6</td>
<td>120.6</td>
</tr>
<tr>
<td>Asset retirement obligations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reclassification of nonoperating income (expenses)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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### Table 5

**Reconciliation Of Edison International Reported Amounts With Standard & Poor's Adjusted Amounts (Mill. $)**

<table>
<thead>
<tr>
<th>Reclassification of working-capital cash flow changes</th>
<th>--</th>
<th>--</th>
<th>--</th>
<th>--</th>
<th>--</th>
<th>--</th>
<th>--</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority interests</td>
<td>--</td>
<td>296.0</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>U.S. decommissioning fund contributions</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>(133.0)</td>
</tr>
<tr>
<td>Other</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>72.9</td>
</tr>
<tr>
<td><strong>Total adjustments</strong></td>
<td>4,939.0</td>
<td>(102.5)</td>
<td>(259.9)</td>
<td>483.1</td>
<td>347.9</td>
<td>465.3</td>
<td>548.8</td>
</tr>
</tbody>
</table>

### Standard & Poor's adjusted amounts

<table>
<thead>
<tr>
<th>Debt</th>
<th>Equity</th>
<th>Revenues</th>
<th>Operating income (before D&amp;A)</th>
<th>EBITDA</th>
<th>EBIT</th>
<th>Interest expense</th>
<th>Cash flow from operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjusted</td>
<td>14,685.0</td>
<td>9,196.5</td>
<td>12,853.1</td>
<td>4,269.1</td>
<td>4,123.9</td>
<td>2,977.3</td>
<td>1,301.8</td>
</tr>
</tbody>
</table>

*Edison International reported amounts shown are taken from the company’s financial statements but might include adjustments made by data providers or reclassifications made by Standard & Poor’s analysts.

### Table 6

**Reconciliation Of Reliant Energy Inc. Reported Amounts With Standard & Poor's Adjusted Amounts (Mill. $)**

<table>
<thead>
<tr>
<th>Reliant Energy Inc. reported amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating income (before D&amp;A)</td>
</tr>
<tr>
<td>Debt</td>
</tr>
<tr>
<td>Reported</td>
</tr>
<tr>
<td><strong>Standard &amp; Poor's adjustments</strong></td>
</tr>
<tr>
<td>Operating leases</td>
</tr>
<tr>
<td>Postretirement benefit obligations</td>
</tr>
<tr>
<td>Capitalized interest</td>
</tr>
<tr>
<td>Reclassification of nonoperating income (expenses)</td>
</tr>
<tr>
<td>Reclassification of working-capital cash flow changes</td>
</tr>
<tr>
<td><strong>Total adjustments</strong></td>
</tr>
</tbody>
</table>

### Standard & Poor's adjusted amounts

<table>
<thead>
<tr>
<th>Debt</th>
<th>EBITDA</th>
<th>EBIT</th>
<th>Interest expense</th>
<th>Cash flow from operations</th>
<th>Funds from operations</th>
<th>Capital expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjusted</td>
<td>3,805.9</td>
<td>1,441.8</td>
<td>1,394.8</td>
<td>937.1</td>
<td>450.9</td>
<td>713.4</td>
</tr>
</tbody>
</table>

*Reliant Energy Inc. reported amounts shown are taken from the company’s financial statements but might include adjustments made by data providers or reclassifications made by Standard & Poor’s analysts.
Table 7
Reconciliation Of Atmos Energy Corp. Reported Amounts With Standard & Poor’s Adjusted Amounts (Mil. $)*

<table>
<thead>
<tr>
<th>ATMOS ENERGY CORP. REPORTED AMOUNTS</th>
<th>OPERATING INCOME (BEFORE D&amp;A)</th>
<th>OPERATING INCOME (AFTER D&amp;A)</th>
<th>INTEREST EXPENSE</th>
<th>CASH FLOW FROM OPERATIONS</th>
<th>CASH FLOW FROM OPERATIONS</th>
<th>CAPITAL EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEBT</td>
<td>2,280.7</td>
<td>663.8</td>
<td>603.8</td>
<td>405.0</td>
<td>145.2</td>
<td>547.1</td>
</tr>
<tr>
<td>STAND &amp; POOR’S ADJUSTMENTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating leases</td>
<td>123.1</td>
<td>16.4</td>
<td>7.4</td>
<td>7.4</td>
<td>9.0</td>
<td>9.0</td>
</tr>
<tr>
<td>Postretirement benefit obligations</td>
<td>103.4</td>
<td>21.3</td>
<td>21.3</td>
<td>19.8</td>
<td>(13.3)</td>
<td>(13.3)</td>
</tr>
<tr>
<td>Accrued interest not included in reported debt</td>
<td>51.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capitalized interest</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>3.0</td>
<td>(3.0)</td>
</tr>
<tr>
<td>Share-based compensation expense</td>
<td>--</td>
<td>11.9</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td></td>
</tr>
<tr>
<td>Asset retirement obligations</td>
<td>5.9</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>(1.9)</td>
<td>(1.9)</td>
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<tr>
<td>Reclassification of nonoperating income expenses</td>
<td>--</td>
<td>--</td>
<td>9.2</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Reclassification of working-capital cash flow changes</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>(20.1)</td>
</tr>
<tr>
<td>Other</td>
<td>(150.6)</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
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<tr>
<td>Total adjustments</td>
<td>133.3</td>
<td>37.7</td>
<td>40.6</td>
<td>37.9</td>
<td>20.2</td>
<td>(8.4)</td>
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</table>

Table 8
Reconciliation Of American Water Works Co. Inc. Reported Amounts With Standard & Poor’s Adjusted Amounts (Mil. $)*

<table>
<thead>
<tr>
<th>AMERICAN WATER WORKS CO. INC. REPORTED AMOUNTS</th>
<th>OPERATING INCOME (BEFORE D&amp;A)</th>
<th>OPERATING INCOME (AFTER D&amp;A)</th>
<th>INTEREST EXPENSE</th>
<th>CASH FLOW FROM OPERATIONS</th>
<th>CASH FLOW FROM OPERATIONS</th>
<th>CAPITAL EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEBT</td>
<td>5,016.1</td>
<td>4,546.6</td>
<td>784.5</td>
<td>784.5</td>
<td>517.1</td>
<td>279.7</td>
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<tr>
<td>STAND &amp; POOR’S ADJUSTMENTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating leases</td>
<td>105.9</td>
<td>--</td>
<td>27.5</td>
<td>8.2</td>
<td>8.2</td>
<td>8.2</td>
</tr>
<tr>
<td>Intermediate hybrids reported as debt</td>
<td>(12.1)</td>
<td>12.1</td>
<td>--</td>
<td>--</td>
<td>(0.7)</td>
<td>0.7</td>
</tr>
</tbody>
</table>

*Atmos Energy Corp. reported amounts shown are taken from the company’s financial statements but might include adjustments made by data providers or reclassifications made by Standard & Poor’s analysts.

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Table 8

Reconciliation of American Water Works Co. Inc. Reported Amounts With Standard & Poor’s Adjusted Amounts (Mil.
$)(cont.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Adjusted</th>
<th>Equity</th>
<th>Operating income (before D&amp;A)</th>
<th>EBITDA</th>
<th>EBIT</th>
<th>Interest expense</th>
<th>Cash flow from operations</th>
<th>Funds from operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Postretirement benefit obligations</td>
<td>287.0</td>
<td>4,556.9</td>
<td>822.0</td>
<td>806.8</td>
<td>544.4</td>
<td>301.2</td>
<td>511.9</td>
<td>495.1</td>
</tr>
<tr>
<td>Accrued interest not included in reported debt</td>
<td>50.9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capitalized interest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Share-based compensation expense</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reclassification of nonoperating income (expenses)</td>
<td>9.1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reclassification of working-capital cash flow changes</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total adjustments</td>
<td>496.7</td>
<td>12.1</td>
<td>37.5</td>
<td>22.3</td>
<td>27.3</td>
<td>21.5</td>
<td>37.6</td>
<td>20.9</td>
</tr>
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</table>

Standard & Poor’s adjusted amounts

As part of our ongoing commitment to transparency, we explain all adjustments in our criteria and display them in each company’s reconciliation tables. In addition, we may consider confidential information, which will not be included in the reconciliation tables.

Contacts

Table 9

Contact Information
Utilities & Infrastructure Practice - Team Leaders and Sector Specialists

<table>
<thead>
<tr>
<th>Team</th>
<th>Location</th>
<th>Phone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Leaders</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Michael Messer</td>
<td>New York</td>
<td>(1) 212-438-1618</td>
<td><a href="mailto:michael_messer@standardandpoors.com">michael_messer@standardandpoors.com</a></td>
</tr>
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</tr>
<tr>
<td>Sector Specialists</td>
<td></td>
<td></td>
<td></td>
</tr>
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</tr>
<tr>
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<td>(1) 212-438-7678</td>
<td><a href="mailto:todd_shipman@standardandpoors.com">todd_shipman@standardandpoors.com</a></td>
</tr>
</tbody>
</table>

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Related Research

For more information on the adjustments outlined above, please refer to the following articles on RatingsDirect:


Notes

(1) This report is available on RatingsDirect and www.standardandpoors.com.

(2) The companies included in this analysis are the rated investor-owned electric, natural gas, water, and diversified utilities, as well as merchant power companies.


(5) Please see "Criteria: Equity Credit For Corporate Hybrid Securities," published May 8, 2006 on RatingsDirect.

(6) For more information on debt imputation criteria and mechanics of PPAs, see "Standard & Poor’s Methodology For Imputing Debt For U.S. Utilities' Power Purchase Agreements," published on May 7, 2007 on RatingsDirect.

(7) Refer to "Securitizing Stranded Costs" published on Jan. 18, 2001 on RatingsDirect for additional information on these costs.


(9) Please see "Credit FAQ: Knowing The Investors In A Company’s Debt And Equity," published April 4, 2006 on RatingsDirect.

(10) For additional information related to adjustments based on the availability of assets to repay debt apart from cash flow generation, please refer to "Net Debt Adjustments Reflect Asset Quality, Strategic Intent," published on Feb. 22, 2007 on RatingsDirect.

(11) For additional information related to the reconciliation tables, please refer to "New Reconciliation Table Shows Standard & Poor’s Adjustments To Company Reported Amounts" published Oct. 3, 2006 on RatingsDirect.