



a PPL company

Ms. Gwen R. Pinson, Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40602-0615

April 2, 2019

**Re: *Application of Kentucky Utilities Company for an Order Authorizing the Restructure and Refinancing of Unsecured Debt and the Assumption of Obligations and for Amendment of Existing Authority - Case No. 2010-00206***

Dear Ms. Pinson:

Pursuant to Ordering Paragraph No. 9 of the Kentucky Public Service Commission's Order, dated September 30, 2010, in the aforementioned case, attached is a Form 8-K filed with the Securities and Exchange Commission ("SEC") on April 1, 2019.

Please confirm your receipt of this filing by placing the File Stamp of your Office with date received on the extra copy and returning it to me in the enclosed envelope. Should you have any questions regarding the information filed herewith, please call me or Don Harris at (502) 627-2021.

Sincerely,

Rick E. Lovekamp

RECEIVED

APR 05 2019

PUBLIC SERVICE  
COMMISSION

**Kentucky Utilities Company**  
State Regulation and Rates  
220 West Main Street  
PO Box 32010  
Louisville, Kentucky 40232  
www.lge-ku.com

Rick E. Lovekamp  
Manager - Regulatory  
Strategy/Policy  
T 502-627-3780  
rick.lovekamp@lge-ku.com

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

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**Date of Report (Date of earliest event reported): April 1, 2019**

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Commission File Number	Registrant; State of Incorporation; Address and Telephone Number	IRS Employer Identification No.
1-11459	<b>PPL Corporation</b> (Exact name of Registrant as specified in its charter) (Pennsylvania) Two North Ninth Street Allentown, PA 18101-1179 (610) 774-5151	[REDACTED]
333-173665	<b>LG&amp;E and KU Energy LLC</b> (Exact name of Registrant as specified in its charter) (Kentucky) 220 West Main Street Louisville, KY 40202-1377 (502) 627-2000	[REDACTED]
1-2893	<b>Louisville Gas and Electric Company</b> (Exact name of Registrant as specified in its charter) (Kentucky) 220 West Main Street Louisville, KY 40202-1377 (502) 627-2000	[REDACTED]
1-3464	<b>Kentucky Utilities Company</b> (Exact name of Registrant as specified in its charter) (Kentucky and Virginia) One Quality Street Lexington, KY 40507-1462 (502) 627-2000	[REDACTED]

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 under the Securities Act (17 CFR 230.405) or Rule 12b-2 under Exchange Act (17 CFR 240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## **Section 8 – Other Events**

### **Item 8.01 Other Events**

#### **Louisville Gas and Electric Company**

On April 1, 2019, Louisville Gas and Electric Company (“LG&E”) issued \$400,000,000 aggregate principal amount of 4.25% First Mortgage Bonds due 2049 (the “LG&E Bonds”).

The LG&E Bonds were issued under LG&E’s Indenture (the “LG&E Indenture”), dated as of October 1, 2010, to The Bank of New York Mellon, as trustee, as previously supplemented and as supplemented by Supplemental Indenture No. 7 thereto (the “LG&E Supplemental Indenture”), dated as of March 1, 2019. The LG&E Bonds will be secured by the lien of the LG&E Indenture, which creates, subject to certain exceptions and exclusions, a lien on substantially all of LG&E’s real and tangible personal property located in Kentucky and used or to be used in connection with the generation, transmission and distribution of electricity and the storage, transportation and distribution of natural gas, as described therein.

The LG&E Bonds are due April 1, 2049, subject to early redemption. LG&E intends to use the net proceeds from the sale of the LG&E Bonds to repay short term debt, for the repayment of LG&E’s \$200,000,000 term loan that matures October 2019 and for other general corporate purposes.

The LG&E Bonds were offered under LG&E’s Registration Statement on Form S-3 on file with the Securities and Exchange Commission (Registration No. 333-223142-02).

The LG&E Supplemental Indenture and LG&E Officer’s Certificate are filed with this report as Exhibits 4(a) and 4(c), respectively.

#### **Kentucky Utilities Company**

On April 1, 2019, Kentucky Utilities Company (“KU”) issued \$300,000,000 aggregate principal of 4.375% First Mortgage Bonds due 2045 (the “KU Bonds”). The KU Bonds were part of the same series of bonds as the \$250,000,000 aggregate principal amount of KU’s 4.375% First Mortgage Bonds due 2045 originally issued by KU in 2015.

The KU Bonds were issued under KU’s Indenture (the “KU Indenture”), dated as of October 1, 2010, to The Bank of New York Mellon, as trustee, as previously supplemented and as supplemented by Supplemental Indenture No. 7 thereto (the “KU Supplemental Indenture”), dated as of March 1, 2019. The KU Bonds will be secured by the lien of the KU Indenture, which creates, subject to certain exceptions and exclusions, a lien on substantially all of KU’s real and tangible personal property located in Kentucky and used or to be used in connection with the generation, transmission and distribution of electricity, as described therein.

The KU Bonds are due October 1, 2045, subject to early redemption. KU intends to use the net proceeds from the sale of the KU Bonds to repay short term debt, including commercial paper, and for other general corporate purposes.

The KU Bonds were offered under KU’s Registration Statement on Form S-3 on file with the Securities and Exchange Commission (Registration Statement No. 333-223142-01).

The KU Supplemental Indenture and KU Officer’s Certificate are filed with this report as Exhibits 4(b) and 4(d), respectively.

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**Section 9 - Financial Statements and Exhibits**

**Item 9.01 Financial Statements and Exhibits**

(a) Exhibits

- 4(a) [Supplemental Indenture No 7, dated as of March 1, 2019, of Louisville Gas and Electric Company to The Bank of New York Mellon, as Trustee.](#)
- 4(b) [Supplemental Indenture No. 7, dated as of March 1, 2019, of Kentucky Utilities Company to The Bank of New York Mellon, as Trustee.](#)
- 4(c) [LG&E Officer's Certificate, dated April 1, 2019 relating to the LG&E Bonds, pursuant to Section 201 and 301 of the LG&E Indenture.](#)
- 4(d) [KU Officer's Certificate, dated April 1, 2019 relating to the KU Bonds, pursuant to Section 201 and 301 of the KU Indenture.](#)
- 5(a) [Opinion of John R. Crockett III, General Counsel, Chief Compliance Officer and Corporate Secretary of Louisville Gas and Electric Company.](#)
- 5(b) [Opinion of John R. Crockett III, General Counsel, Chief Compliance Officer and Corporate Secretary of Kentucky Utilities Company.](#)
- 5(c) [Opinion of Pillsbury Winthrop Shaw Pittman LLP as to the LG&E Bonds.](#)
- 5(d) [Opinion of Pillsbury Winthrop Shaw Pittman LLP as to the KU Bonds.](#)
- 5(e) [Opinion of Stoll Keenon Ogden PLLC as to the KU Bonds.](#)
- 23(a) [Consent of John R. Crockett III, General Counsel, Chief Compliance Officer and Corporate Secretary of Louisville Gas and Electric Company \(included as part of Exhibit 5\(a\)\).](#)
- 23(b) [Consent of John R. Crockett III, General Counsel, Chief Compliance Officer and Corporate Secretary of Kentucky Utilities Company \(included as part of Exhibit 5\(b\)\).](#)
- 23(c) [Consent of Pillsbury Winthrop Shaw Pittman LLP \(included as part of Exhibit 5\(c\)\).](#)
- 23(d) [Consent of Pillsbury Winthrop Shaw Pittman LLP \(included as part of Exhibit 5\(d\)\).](#)
- 23(e) [Consent of Stoll Keenon Ogden PLLC \(included as part of Exhibit 5\(e\)\).](#)

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrants have duly caused this report to be signed on their behalf by the undersigned hereunto duly authorized.

**PPL CORPORATION**

By: /s/ Marlene C. Beers  
Marlene C. Beers  
Vice President and Controller

**LG&E AND KU ENERGY LLC**

By: /s/ Daniel K. Arbough  
Daniel K. Arbough  
Treasurer

**LOUISVILLE GAS AND ELECTRIC COMPANY**

By: /s/ Daniel K. Arbough  
Daniel K. Arbough  
Treasurer

**KENTUCKY UTILITIES COMPANY**

By: /s/ Daniel K. Arbough  
Daniel K. Arbough  
Treasurer

Dated: April 1, 2019

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**LOUISVILLE GAS AND ELECTRIC COMPANY**

**TO**

**THE BANK OF NEW YORK MELLON,**

**Trustee**

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**Supplemental Indenture No. 7  
dated as of March 1, 2019**

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**Supplemental to the Indenture  
dated as of October 1, 2010**

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**Establishing**

**First Mortgage Bonds, 4.25% Series due 2049**

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**SUPPLEMENTAL INDENTURE NO. 7**

SUPPLEMENTAL INDENTURE No. 7, dated as of the first day of March 1, 2019, made and entered into by and between LOUISVILLE GAS AND ELECTRIC COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, having its principal corporate offices at 220 West Main Street, Louisville, Kentucky 40202 (hereinafter sometimes called the "Company"), and THE BANK OF NEW YORK MELLON, a New York banking corporation, having its principal place of business and corporate trust office at 240 Greenwich Street, 7E, New York, New York 10286 (hereinafter sometimes called the "Trustee"), as Trustee under the Indenture, dated as of October 1, 2010 (hereinafter called the "Original Indenture"), between the Company and said Trustee, as heretofore supplemented, this Supplemental Indenture No. 7 being supplemental thereto. The Original Indenture, as heretofore supplemented, and this Supplemental Indenture No. 7 are hereinafter sometimes, collectively, called the "Indenture."

**Recitals of the Company**

The Original Indenture was authorized, executed and delivered by the Company to provide for the issuance from time to time of its Securities (such term and all other capitalized terms used herein without definition having the meanings assigned to them in the Original Indenture), to be issued in one or more series as contemplated therein, and to provide security for the payment of the principal of and premium, if any, and interest, if any, on such Securities.

The Company has heretofore executed and delivered supplemental indentures for the purpose of creating series of Securities as set forth in Exhibit A hereto.

The Original Indenture and Supplemental Indentures Nos. 1 through 5, and financing statements in respect thereof, have been duly recorded and filed in the various official records in the Commonwealth of Kentucky as set forth in Supplemental Indenture No. 6. Supplemental Indenture No. 6 has been duly recorded and filed in the various official records in the Commonwealth of Kentucky as set forth in Exhibit B hereto.

Pursuant to Article Three of the Original Indenture, the Company wishes to establish a series of Securities, such series of Securities to be hereinafter sometimes called "Securities of Series No. 9".

As contemplated in Section 301 of the Original Indenture, the Company further wishes to establish the designation and certain terms of the Securities of Series No. 9. The Company has duly authorized the execution and delivery of this Supplemental Indenture No. 7 to establish the designation and certain terms of such series of Securities and has duly authorized the issuance of such Securities; and all acts necessary to make this Supplemental Indenture No. 7 a valid agreement of the Company, and to make the Securities of Series No. 9 valid obligations of the Company, have been performed.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE NO. 7 WITNESSETH, that, for and in consideration of the premises and of the purchase of the Securities by the Holders thereof and in order to secure the payment of the principal of and premium, if any, and interest, if any, on all Securities from time to time Outstanding and the performance of the covenants therein and in the Indenture contained, the Company hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, sets over and confirms to the Trustee, and grants to the Trustee a security interest in and lien on (a) the Company's right, title and interest in the real property specifically referred to in Exhibit C attached hereto and incorporated herein by reference and all right, title and interest of the Company in and to all property personal and mixed located thereon (other than Excepted Property) and (b) the Company's right title and interest in the generating facilities described in Exhibit D hereto, as and to the extent, and subject to the terms and conditions, set forth in the Original Indenture; and it is further mutually covenanted and agreed as follows:

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**ARTICLE ONE**

**SECURITIES OF SERIES NO. 9**

**SECTION 101. Creation of Series No. 9.**

There is hereby created a series of Securities designated "First Mortgage Bonds, 4.25% Series due 2049", and the Securities of such series shall:

(a) be issued initially in the aggregate principal amount of \$400,000,000 and shall be limited to such aggregate principal amount (except as contemplated in Section 301(b) of the Original Indenture); provided, however, that, as contemplated in the last paragraph of Section 301 of the Original Indenture, additional Securities of such series may be subsequently issued from time to time, without any consent of Holders of the Securities of such series, if and to the extent that, prior to each such subsequent issuance, the aggregate principal amount of the additional Securities then to be issued shall have been set forth in a Supplemental Indenture, and, thereupon, the Securities of such series shall be limited to such aggregate principal amount as so increased (except as aforesaid and subject to further such increases);

(b) be dated April 1, 2019;

(c) have a Stated Maturity of April 1, 2049, subject to prior redemption or purchase by the Company;

(d) have such additional terms as are established in an Officer's Certificate as contemplated in Section 301 of the Original Indenture; and

(e) be in substantially the form or forms established therefor in an Officer's Certificate, as contemplated by Section 201 of the Original Indenture.

**ARTICLE TWO**

**COVENANT**

**SECTION 201. Satisfaction and Discharge.**

The Company hereby agrees that, if the Company shall make any deposit of money and/or Eligible Obligations with respect to any Securities of Series No. 9, or any portion of the principal amount thereof, as contemplated by Section 901 of the Indenture, the Company shall not deliver an Officer's Certificate described in clause (z) in the first paragraph of said Section 901 unless the Company shall also deliver to the Trustee, together with such Officer's Certificate, either:

(a) an instrument wherein the Company, notwithstanding the satisfaction and discharge of its indebtedness in respect of such Securities, or portions of the principal amount thereof, shall retain the obligation (which shall be absolute and unconditional) to irrevocably deposit with the Trustee or Paying Agent such additional sums of money, if any, or additional Eligible Obligations (meeting the requirements of Section 901), if any, or any combination thereof, at such time or times, as shall be necessary, together with the money and/or Eligible Obligations theretofore so deposited, to pay when due the principal of and premium, if any, and



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interest due and to become due on such Securities or portions thereof, all in accordance with and subject to the provisions of said Section 901; provided, however, that such instrument may state that the obligation of the Company to make additional deposits as aforesaid shall be subject to the delivery to the Company by the Trustee of a notice asserting the deficiency accompanied by an opinion of an independent public accountant of nationally recognized standing, selected by the Trustee, showing the calculation thereof (which opinion shall be obtained at the expense of the Company); or

(b) an Opinion of Counsel to the effect that the beneficial owners of such Securities, or portions of the principal amount thereof, will not recognize income, gain or loss for United States federal income tax purposes as a result of the satisfaction and discharge of the Company's indebtedness in respect thereof and will be subject to United States federal income tax on the same amounts, at the same times and in the same manner as if such satisfaction and discharge had not been effected.

### **ARTICLE THREE**

#### **MISCELLANEOUS PROVISIONS**

##### **SECTION 301. Single Instrument.**

This Supplemental Indenture No. 7 is an amendment and supplement to the Original Indenture as heretofore amended and supplemented. As amended and supplemented by this Supplemental Indenture No. 7, the Original Indenture, as heretofore supplemented, is in all respects ratified, approved and confirmed, and the Original Indenture, as heretofore supplemented, and this Supplemental Indenture No. 7 shall together constitute the Indenture.

##### **SECTION 302. Effect of Headings.**

The Article and Section headings in this Supplemental Indenture No. 7 are for convenience only and shall not affect the construction hereof.

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This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 7 to be duly executed as of the day and year first written above.

LOUISVILLE GAS AND ELECTRIC COMPANY

By: /s/ Daniel K. Arbough

Name: Daniel K. Arbough

Title: Treasurer

ATTEST:

/s/ Christopher M. Garrett

Name: Christopher M. Garrett

Title: Controller

*[Signature Page to Supplemental Indenture No. 7 – Louisville Gas and Electric Utilities Company]*

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THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Laurence J. O'Brien

Name: Laurence J. O'Brien

Title: Vice President

*[Signature Page to Supplemental Indenture No. 7 – Louisville Gas and Electric Company]*

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COMMONWEALTH OF KENTUCKY                    )  
  ) ss.:  
COUNTY OF JEFFERSON                        )

On this 20th day of March, 2019, before me, a notary public, the undersigned, personally appeared Daniel K. Arbough, who acknowledged himself to be the Treasurer of LOUISVILLE GAS AND ELECTRIC COMPANY, a corporation of the Commonwealth of Kentucky and that he, as such Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Treasurer.

In witness whereof, I hereunto set my hand and official seal.

/s/ Betty L. Brinly  
Notary Public

[Seal]

*[Signature Page to Supplemental Indenture No. 7 – Louisville Gas and Electric Company]*

STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF PASSAIC )

On this 19th day of March, 2019, before me, a notary public, the undersigned, personally appeared Laurence J. O'Brien, who acknowledged himself to be a Vice President of THE BANK OF NEW YORK MELLON, a corporation and that he, as Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

In witness whereof, I hereunto set my hand and official seal.

By: /s/ Rosemarie Socorro-Garcia  
Rosemarie Socorro-Garcia  
Notary Public – State of New Jersey  
My Commission Expires  
December 5, 2021

[Seal]

The Bank of New York Mellon hereby certifies that its precise name and address as Trustee hereunder are:

The Bank of New York Mellon  
240 Greenwich Street, 7E  
New York, New York 10286  
Attn: Corporate Trust Administration

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Laurence J. O'Brien  
Name: Laurence J. O'Brien  
Title: Vice President

*[Signature Page to Supplemental Indenture No. 7 – Louisville Gas and Electric Company]*

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**CERTIFICATE OF PREPARER**

The foregoing instrument was prepared by:

James J. Dimas, Senior Corporate Attorney  
Louisville Gas and Electric Company  
220 West Main Street  
Louisville, Kentucky 40202

/s/ James J. Dimas

James J. Dimas

*[Signature Page to Supplemental Indenture No. 7 – Louisville Gas and Electric Utilities Company]*

## LOUISVILLE GAS AND ELECTRIC COMPANY

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**Bonds Issued and Outstanding  
under the Indenture**


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Supplemental Indenture No.	Dated as of	Series No.	Series Designation	Date of Securities	Principal Amount Issued	Principal Amount Outstanding <sup>1</sup>
1	October 15, 2010	1	Collateral Series 2010	October 20, 2010	\$574,304,000	\$354,200,000
2	November 1, 2010	2	1.625% Series due 2015	November 16, 2010	\$250,000,000	\$ 0
		3	5.125% Series due 2040	November 16, 2010	\$285,000,000	\$285,000,000
3	November 1, 2013	4	4.65% Series due 2043	November 14, 2013	\$250,000,000	\$250,000,000
4	September 1, 2015	5	3.300%, Series due 2025	September 28, 2015	\$300,000,000	\$300,000,000
		6	4.375%, Series due 2045	September 28, 2015	\$250,000,000	\$250,000,000
5	September 1, 2016	7	Collateral Series 2016 TCA	September 15, 2016	\$125,000,000	\$125,000,000
6	May 15, 2017	8	Collateral Series 2017 TCA	June 1, 2017	\$ 60,000,000	\$ 60,000,000

<sup>1</sup> As of March 1, 2019.

## LOUISVILLE GAS AND ELECTRIC COMPANY

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**Filing and Recording**  
of  
**Supplemental Indenture No. 6, dated as of May 15, 2017,**  
to  
**Indenture, dated as of October 1, 2010**

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<u>COUNTY</u>	<u>DEED BOOK</u>	<u>PAGE NO.</u>
Breckinridge	M440	355 -365
Bullitt	M1715	307-317
Clark	M851	868-878
Green	M309	281-291
Hardin	M2198	1038 -1048
Hart	M385	34 - 44
Henry	M348	760-770
Jefferson	M15069	76 - 87
Larue	M359	705
Meade	M832	257-267
Metcalfe	M174	352
Muhlenberg	M692	610-620
Nelson	M1134	282 - 292
Oldham	M2260	543-553
Shelby	M1045	766-776
Trimble	M213	585-595



LOUISVILLE GAS AND ELECTRIC COMPANY

Real Property

Schedule of real property owned in fee located in the Commonwealth of Kentucky

Jefferson County, Kentucky:

TRACT 1: BEGINNING at a concrete monument, which monument is in the Northeast corner of the tract of land conveyed to Sherley Terry and wife, by Deed recorded in Deed Book 2181, Page 294, in the Office of the Clerk of Jefferson County, Kentucky; which monument is also the Northwest corner of the tract of land conveyed to J. S. Shipley and wife, by Deed recorded in Deed Book 3229, page 449, in the office aforesaid; which concrete monument is further identified as being in the Southerly line of Valley Village Subdivision, Section Number One, as shown on plat of same, of record in Plat and Subdivision Book 13, Page 30, in the office aforesaid; thence South 31 degrees 30 minutes West 1237.50 feet with an existing fence line to a spike in the center line of Shipley Lane, which spike is approximately 2501.94 feet from the original center line of 18<sup>th</sup> Street Road as measured along the center line of Shipley Lane; thence with the center line of Shipley Lane, North 56 degrees 45 minutes West 570.60 feet to a pipe, corner to Robert A. Terry and wife; thence North 31 degrees 13 minutes East 177.90 feet to a monument another corner to Terry; thence North 56 degrees 45 minutes West 502.61 feet to a point; thence North 17 degrees 39 minutes East 1101.08 feet to a point in the North line of a tract containing 48.78 acres, more or less, conveyed to the Board of Education of Jefferson County, Kentucky, by Deed dated March 25, 1961, of record in Deed Book 3684, Page 527, in the office aforesaid; thence with said North line, South 56 degrees 40 minutes East 1,382.0 feet to the point of beginning.

TRACT 2: BEGINNING at the Northeast corner of the property acquired by the Board of Education of Jefferson County, Kentucky from Sherley Terry and wife, by Deed dated March 25, 1961, of record in Deed Book 3684, Page 527, in the Office of the Clerk of Jefferson County, Kentucky; thence Southwardly along the Easterly boundary line of said former Terry Farm for a distance of 100 feet and extending back between parallel lines, South 56 degrees 40 minutes East in the J.S. Shipley Farm for a distance of 107 feet to the Westerly line of Sandray Boulevard, of extended Southwardly in a straight line into the Shipley Farm, the Northerly boundary of said plot of ground to be acquired is coincident with the Southerly line of Valley Village Subdivision at this location.

TOGETHER WITH the right to use as a permanent easement for ingress and egress, roadway, water, gas, sewer drainage and other utility purposes over, across, under and through an additional tract of land, more particularly described as follows:

TRACT 3: BEGINNING at the Northeast corner of the parcel above described (Tract 2) in the southerly line of Valley Village Subdivision at the intersection of the Westerly line of Sandray Boulevard; thence Southwardly along the Easterly line of the above described parcel (Tract 2) for a distance of 100 feet; thence extending back between parallel lines for a distance of 60 feet into the J.S. Shipley Farm, the Northerly boundary of said easement being coincident with the Southerly terminus boundary of Sandray Boulevard and the Easterly line of said easement being the straight extension of the Easterly line of Sandray Boulevard, if extended Southwardly.

TRACT 4: BEGINNING at a point in the Northeast line of the tract conveyed to Board of Education, by Deed of record in Deed Book 3684, Page 527, in the Office of the Clerk of Jefferson County, Kentucky; said point being South 56 degrees 40 minutes East 258.48 feet from the Northwest corner of the tract conveyed to the Jefferson County Community Improvement District, by Deed of record in Deed Book 4812, Page 996, in the office aforesaid; thence with lines of said last mentioned tract the following courses and distances: South 19 degrees 30 minutes 51 seconds West 65.65 feet; South 70 degrees 29 minutes 9 seconds East 25 feet; South 19 degrees 30 minutes 51 seconds West 583.71 feet; South 20 degrees 56 minutes 26 seconds West 42.21 feet; South 22 degrees 22 minutes 1 second West 591.85 feet to the Southwest line of tract conveyed to Board of Education, by Deed aforesaid; thence with said line, South 56 degrees 45 minutes East 681.91 feet to a corner of said tract; thence with same, North 31 degrees 13 minutes East 177.90 feet to the Southwest line of the tract conveyed to The County of Jefferson, Kentucky, by Deed of record in Deed Book 4009, Page 98, in the office aforesaid; thence with lines of said tract, North 56 degrees 45 minutes West 427.61 feet, and North 17 degrees 39 minutes East 1101.08 feet to the Northeast line of the tract conveyed to Board of Education, by Deed aforesaid; thence with same, North 56 degrees 40 minutes West 441.52 feet to the point of beginning.

TRACTS 1, 2, 3 and 4 BEING a portion of the same property conveyed to Louisville Gas and Electric Company by Deed dated December 8, 2017, of record in Deed Book 11043, Page 235, in the Office of the Clerk of Jefferson County, Kentucky.

Shelby County, Kentucky:

Being a tract of land situated on the south side of the R.J. Conner Railroad and on the east side of Conner Station Road in Shelby County, Kentucky and being more particularly described as follows:

Beginning at a set Railroad Spike in the center of Conner Station road and in the south right of way of the R.J. Conner Railroad, 33 feet south of the center of tracks; thence with the center of Conner Station Road South 18°19'57" East, a distance of 113.01 feet to a set Magnetic Nail with plastic disc stamped #2123 and being typical of set Magnetic Nails this survey; thence South 16°21'24" East, a distance of 152.42 feet to a set Magnetic Nail; thence South 14°39'40" East, a distance of 152.23 feet to the beginning of a curve concave to the northeast having a radius of 237.06 feet and a central angle of 27°54'33" and being subtended by a chord which bears South 32°45'59" East 114.33 feet; thence southerly and southeasterly along said curve, a distance of 115.47 feet to a set Magnetic Nail; thence South 50°44'47" East, a distance of 425.67 feet to a set

Magnetic Nail and being a corner common to Tract 1 and 2; thence continuing with the center of said road along a curve to the right along a chord bearing of South 10°04'19" East, a chord distance of 160.32 feet and along the curve a distance of 169.43' to a set Magnetic Nail; thence South 18°23'26" West, a distance of 254.24 feet to a set Magnetic Nail; thence South 17°31'34" West, a distance of 200.05 feet to a set Magnetic Nail; thence South 19°17'16" West, a distance of 206.49 feet to a set Magnetic Nail and the beginning of a curve concave to the northwest having a radius of 1127.14 feet and a central angle of 13°01'04" and being subtended by a chord which bears South 24°00'23" West 255.54 feet; thence southerly and southwesterly along said curve, a distance of 256.09 feet to a set Magnetic Nail and being a corner common to Tract 2 and Tract 3 and the True Point of Beginning; thence with the line of Tract 3 South 73°11'03" East, a distance of 30.63 feet to a set rebar; thence South 73°11'03" East, a distance of 365.90 feet to a set rebar; thence South 74°23'30" East, a distance of 415.70 feet to a set rebar; thence North 18°53'29" East, a distance of 13.51 feet to a set rebar, thence South 77°02'05" East, a distance of 649.10 feet to a set rebar in the west line of Whitney Young Manpower Center property (Db 128, Pg. 391); thence with the line of Whitney Young South 08°07'55" West, a distance of 976.76 feet to a found 1/2 inch rebar of unknown origin, said rebar being in the North right of way of Interstate 64 as conveyed to the Commonwealth of Kentucky in Deed Book 146, Page 49; thence with said right of way North 73°48'42" West, a distance of 824.47 feet to a set rebar and being the beginning of a curve tangent to said line; thence westerly a distance of 974.30 feet along the curve concave to the south, having a radius of 11609.16 feet and a central angle of 4°48'31" to a point of cusp and a set magnetic nail in the concrete base of fence post; thence North 32°37'16" East, a distance of 76.83 feet to a set rebar; thence North 57°22'44" West, a distance of 30.00 feet to a set magnetic nail in the center of Conner Station Road; thence with the center of said road North 31°36'23" East, a distance of 257.13 feet to a set magnetic nail; thence North 29°26'34" East, a distance of 121.04 feet to a set magnetic nail; thence North 28°26'14" East, a distance of 522.14 feet to the point of beginning and containing 35.17 Acres.

BEING the same property conveyed to Louisville Gas and pursuant to Deed dated June 26, 2018, and recorded in Deed Book 639, Page 369 in the Office of the Clerk of Shelby County, Kentucky.

Trimble County, Kentucky:

Beginning at a point in the centerline of Ogden Ridge Road, said point being:

- The Northeast corner of property being described
- Being the Northwest corner of Howard Leach et. ux (D.B. 38, Pg. 489)
- N22°05'03"W —19.68 feet from a 1/2" Rebar Found PLS# 3868 on the eastern boundary line of the property being described
- having KY North Zone (NAD83) coordinates of N=401277.33 E=1312179.81
- lying near the community of Bedford, Trimble County, Kentucky
- **and being the POINT OF BEGINNING for this description**

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Thence leaving the centerline of Ogden Ridge Road and with the eastern boundary line of the property being described and the western boundary line Howard Leach et. ux (D.B. 38, Pg. 489), S22°05'03"E – passing an 1/2" Rebar Found PLS# 3868 at 19.68 feet and continuing 537.00 feet for a total distance of 556.68 feet to an iron pin found, said pin being a 5/8" x 18" Rebar with Cap PLS# 3118 (hereinafter referred as IPF PLS#3118) as set on a previous survey of an adjoining property, said pin being the Northeastern corner of Louisville Gas & Electric Co (Mahoney Tract, D.B. 132, Pg. 407) and being on the western boundary line of Howard Leach et. ux (D.B. 38, Pg. 489);

Thence leaving the western boundary line of Howard Leach and with the northern boundary line of the Louisville Gas & Electric Co (Mahoney Tract, D.B. 132, Pg. 407), S67°51'10"W—585.07 feet to a IPF PLS# 3118, said pin on the northern boundary line of the Louisville Gas & Electric Co (Mahoney Tract, D.B. 132, Pg. 407) and being the Southeast corner of Louisville Gas & Electric Co. (Boldery Tract, D.B. 139, PG. 593);

Thence leaving the line of the Louisville Gas & Electric Co (Mahoney Tract, D.B. 132, Pg. 407) and with the Louisville Gas & Electric Co. (Boldery Tract, D.B. 139, PG. 593) the following nine (9) courses:

N20°14'57"W - 91.00 feet to an IPF PLS# 3118,  
S67°51'10"W - 294.99 feet to an IPF PLS# 3118,  
N20°14'57"W - 267.30 feet to an IPF PLS# 3118,  
N12°44'35"E - 23.01 feet to an IPF PLS# 3118,  
N32°38'55"E - 19.50 feet to an IPF PLS# 3118,  
N57°21'35"E - 21.33 feet to an IPF PLS# 3118,  
N65°05'03"E - 63.79 feet to an IPF PLS# 3118,  
N44°38'41"E - 20.75 feet to an IPF PLS# 3118, and  
N28°19'06"E - 17.61 feet to an IPF PLS# 3118, said pin being 30' from the centerline of Ogden Ridge Road, said pin being the Northeast corner of Louisville Gas & Electric Co. (Boldery Tract, D.B. 139, PG. 593);

Thence leaving the Louisville Gas & Electric Co. (Boldery Tract, D.B. 139, PG. 593), N17°49'27"W—30.62 feet to a point in the centerline of Ogden Ridge Road;

Thence with the centerline of Odgen Ridge Road the following five (5) courses:

N72°10'33"E - 11.93 feet to a point,  
CURVE to the LEFT having a RADIUS of 601.68 feet, CHORD BEARING & DISTANCE of N60°53'48"E – 235.36 feet to a point,  
N49°37'03"E – 135.99 feet to a point,  
CURVE to the RIGHT having a RADIUS of 715.18 feet, CHORD BEARING & DISTANCE of N57°34'38"E – 198.07 feet to a point and  
N65°32'13"E – 150.61 feet to the POINT OF BEGINNING and containing 9.090 acres by survey.

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This description prepared from a physical survey conducted by Douglas G. Gooch, AGE Engineering Services Inc., P.L.S. #3118, on the May 31, 2018.

BEING the same property conveyed to Louisville Gas and Electric Company by Deed dated June 14, 2018 and recorded in Deed Book 149, Page 132 in the Office of the Clerk of Trimble County, Kentucky.

C-5

LOUISVILLE GAS AND ELECTRIC COMPANY

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Generating Facilities

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Schedule of additional generating stations located in the Commonwealth of Kentucky

1. An undivided 39% interest in the Brown Solar facility of the E.W. Brown Generating Station located in Mercer County, Kentucky, the remaining 61% interest in such facility being owned by Kentucky Utilities Company.

D-1

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**KENTUCKY UTILITIES COMPANY**

**TO**

**THE BANK OF NEW YORK MELLON,**

**Trustee**

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**Supplemental Indenture No. 7  
dated as of March 1, 2019**

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**Supplemental to the Indenture  
dated as of October 1, 2010**

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**Increasing the Aggregate Principal Amount  
of the Securities of Series 7 under the Indenture  
designated**

**First Mortgage Bonds, 4.375% Series due 2045**

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## SUPPLEMENTAL INDENTURE NO. 7

SUPPLEMENTAL INDENTURE No. 7, dated as of the first day of March, 2019, made and entered into by and between KENTUCKY UTILITIES COMPANY, a corporation duly organized and existing under the laws of the Commonwealths of Kentucky and Virginia, having its principal corporate offices at One Quality Street, Lexington, Kentucky 40507 (hereinafter sometimes called the "Company"), and THE BANK OF NEW YORK MELLON, a New York banking corporation, having its principal place of business and corporate trust office at 240 Greenwich Street, 7E, New York, New York 10286 (hereinafter sometimes called the "Trustee"), as Trustee under the Indenture, dated as of October 1, 2010 (hereinafter called the "Original Indenture"), between the Company and said Trustee, as heretofore supplemented, this Supplemental Indenture No. 7 being supplemental thereto. The Original Indenture, as heretofore supplemented, and this Supplemental Indenture No. 7 are hereinafter sometimes, collectively, called the "Indenture."

### Recitals of the Company

The Original Indenture was authorized, executed and delivered by the Company to provide for the issuance from time to time of its Securities (such term and all other capitalized terms used herein without definition having the meanings assigned to them in the Original Indenture), to be issued in one or more series as contemplated therein, and to provide security for the payment of the principal of and premium, if any, and interest, if any, on such Securities.

The Company has heretofore executed and delivered supplemental indentures for the purpose of creating series of Securities as set forth in Exhibit A hereto.

The Original Indenture and Supplemental Indentures Nos. 1 through 5, and financing statements in respect thereof, have been duly recorded and filed in the various official records in the Commonwealth of Kentucky as set forth in Supplemental Indenture No. 6.

Supplemental Indenture No. 6 has been duly recorded and filed in the various official records in the Commonwealth of Kentucky as set forth in Exhibit B hereto.

Pursuant to Article Three of the Original Indenture and Supplemental Indenture No. 4 dated as of September 1, 2015 ("Supplemental Indenture No. 4"), the Company established a series of Securities, such series of Securities hereinafter sometimes called the "Securities of Series No. 7".

As contemplated in Section 301 of the Original Indenture and Section 102 of Supplemental Indenture No. 4, the Company wishes to increase the limitation on the aggregate principal amount of the Securities of Series No. 7 and provide for the issuance of additional Securities of such series. The Company has duly authorized the execution and delivery of this Supplemental Indenture No. 7 to increase such limitation, provide for the issuance of additional Securities ("Additional Securities") of such series and specify certain provisions to be applicable to the Additional Securities, and has duly authorized the issuance of such Additional Securities; and all acts necessary to make this Supplemental Indenture No. 7 a valid agreement of the Company, and to make the Additional Securities of Series No. 7 valid obligations of the Company, have been performed.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE NO. 7 WITNESSETH, that, for and in consideration of the premises and of the purchase of the Additional Securities by the Holders thereof and in order to secure the payment of the principal of and premium, if any, and interest, if any, on all Securities from time to time Outstanding and the performance of the covenants therein and in the Indenture contained, the Company hereby grants, bargains, sells, conveys, assigns, transfers, mortgages,



pledges, sets over and confirms to the Trustee, and grants to the Trustee a security interest in and lien on (a) the Company's right, title and interest in the real property specifically referred to in Exhibit C attached hereto and incorporated herein by reference and all right, title and interest of the Company in and to all property personal and mixed located thereon (other than Excepted Property) and (b) the Company's right, title and interest in the generating stations described in Exhibit D hereto, as and to the extent, and subject to the terms and conditions, set forth in the Original Indenture; and it is further mutually covenanted and agreed as follows:

## ARTICLE ONE

### ADDITIONAL SECURITIES OF SERIES NO. 7

#### SECTION 101. Additional Securities of Series No. 7.

The Additional Securities of Series No. 7, which is designated "First Mortgage Bonds, 4.375% Series due 2045," shall:

(a) be issued in the aggregate principal amount of \$300,000,000 so that the aggregate principal amount of Securities of Series No. 7 shall be limited to \$550,000,000 (except as contemplated in Section 301(b) of the Original Indenture); provided, however, that, as contemplated in the last paragraph of Section 301 of the Original Indenture, additional Securities of such series may be subsequently issued from time to time, without any consent of Holders of the Securities of such series, if and to the extent that, prior to each such subsequent issuance, the aggregate principal amount of the additional Securities then to be issued shall have been set forth in a Supplemental Indenture, and, thereupon, the Securities of such series shall be limited to such aggregate principal amount as so increased (except as aforesaid and subject to further such increases);

(b) be dated September 28, 2015;

(c) have a Stated Maturity of October 1, 2045, subject to prior redemption or purchase by the Company; and

(d) have such additional terms and be in such form, as were established for the Securities of Series No. 7 in the Officer's Certificate dated September 28, 2015 as contemplated in Sections 201 and 301 of the Original Indenture (the "Original Officer's Certificate"), and such additional provisions as shall be set forth herein and in an Officer's Certificate supplemental to the Original Officer's Certificate as contemplated by Section 301 of the Original Indenture and such Original Officer's Certificate.

## ARTICLE TWO

### MISCELLANEOUS PROVISIONS

#### SECTION 201. Single Instrument.

This Supplemental Indenture No. 7 is an amendment and supplement to the Original Indenture as heretofore amended and supplemented. As amended and supplemented by this Supplemental Indenture No. 7, the Original Indenture, as heretofore supplemented, is in all respects ratified, approved and confirmed, and the Original Indenture, as heretofore supplemented, and this Supplemental Indenture No. 7 shall together constitute the Indenture.

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**SECTION 202. Effect of Headings.**

The Article and Section headings in this Supplemental Indenture No. 7 are for convenience only and shall not affect the construction hereof.

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This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 7 to be duly executed as of the day and year first written above.

KENTUCKY UTILITIES COMPANY

By: /s/ Daniel K. Arbough  
Name: Daniel K. Arbough  
Title: Treasurer

ATTEST:

/s/ Christopher M. Garrett  
Name: Christopher M. Garrett  
Title: Controller

*[Signature Page to Supplemental Indenture No. 7 – Kentucky Utilities Company]*

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THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Laurence J. O'Brien

Name: Laurence J. O'Brien

Title: Vice President

*[Signature Page to Supplemental Indenture No. 7 – Kentucky Utilities Company]*

COMMONWEALTH OF KENTUCKY )  
 ) ss.:  
COUNTY OF JEFFERSON )

On this 20th day of March, 2019, before me, a notary public, the undersigned, personally appeared Daniel K. Arbough, who acknowledged himself to be the Treasurer of KENTUCKY UTILITIES COMPANY, a corporation of the Commonwealths of Kentucky and Virginia and that he, as such Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Treasurer.

In witness whereof, I hereunto set my hand and official seal.

/s/ Betty L. Brinly  
Notary Public

[Seal]

*[Signature Page to Supplemental Indenture No. 7 – Kentucky Utilities Company]*

STATE OF NEW JERSEY            )  
  ) ss.:  
COUNTY OF PASSAIC            )

On this 19th day of March, 2019, before me, a notary public, the undersigned, personally appeared Laurence J. O'Brien, who acknowledged himself to be a Vice President of THE BANK OF NEW YORK MELLON, a corporation and that he, as Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

In witness whereof, I hereunto set my hand and official seal.

By: /s/ Rosemarie Socorro-Garcia  
Rosemarie Socorro-Garcia  
Notary Public – State of New Jersey  
My Commission Expires  
December 5, 2021

[Seal]

The Bank of New York Mellon hereby certifies that its precise name and address as Trustee hereunder are:

The Bank of New York Mellon  
240 Greenwich Street, 7E  
New York, New York 10286  
Attn: Corporate Trust Administration

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Laurence J. O'Brien  
Name: Laurence J. O'Brien  
Title: Vice President

*[Signature Page to Supplemental Indenture No. 7 – Kentucky Utilities Company]*

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**CERTIFICATE OF PREPARER**

The foregoing instrument was prepared by:

James J. Dimas, Senior Corporate Attorney  
Kentucky Utilities Company  
220 West Main Street  
Louisville, Kentucky 40202

/s/James J. Dimas

James J. Dimas

*[Signature Page to Supplemental Indenture No. 7 – Kentucky Utilities Company]*

## KENTUCKY UTILITIES COMPANY

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**Bonds Issued and Outstanding  
under the Indenture**


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Supplemental Indenture No.	Dated as of	Series No.	Series Designation	Date of Securities	Principal Amount Issued	Principal Amount Outstanding <sup>1</sup>
1	October 15, 2010	1	Collateral Series 2010	October 28, 2010	\$350,779,405	\$227,977,405
2	November 1, 2010	2	1.625% Series due 2015	November 16, 2010	\$250,000,000	\$ 0
		3	3.250% Series due 2020	November 16, 2010	\$500,000,000	\$500,000,000
		4	5.125% Series due 2040	November 16, 2010	\$750,000,000	\$750,000,000
3	November 1, 2013	5	4.65% Series due 2043	November 14, 2013	\$250,000,000	\$250,000,000
4	September 1, 2015	6	3.30% Series due 2025	September 28, 2015	\$250,000,000	\$250,000,000
		7	4.375% Series due 2045	September 28, 2015	\$250,000,000	\$250,000,000
5	August 1, 2016	8	Collateral Series 2016CCA	August 25, 2016	\$ 96,000,000	\$ 96,000,000
6	August 1, 2018	9	Collateral Series 2018CCA	September 5, 2018	\$ 17,875,000	\$ 17,875,000

<sup>1</sup> As of March 1, 2019.



## KENTUCKY UTILITIES COMPANY

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**Filing and Recording**  
of  
**Supplemental Indenture No. 6, dated as of August 1, 2018,**  
to  
**Indenture, dated as of October 1, 2010**

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<u>COUNTY NAME</u>	<u>BOOK &amp; PAGE NUMBER</u>
Adair	MB 363, Pg 223
Anderson	MB 603, Pg 146
Ballard	MB 96, Pg 444
Barren	MB 619, Pg 57
Bath	MB 240, Pg 176
Bell	MB 352, Pg 245
Bourbon	MB 630, Pg 515
Boyle	MB 731, Pg 364
Bracken	MB 301, Pg 404
Bullitt	MB 792, Pg 819
Caldwell	MB 338, Pg 312
Carroll	MB 245, Pg 423
Casey	MB 260, Pg 339
Christian	MB 1527, Pg 249
Clark	MB 882, Pg 376
Clay	MB 226, Pg 436
Crittenden	MB 226, Pg 755
Estill	MB V10, Pg 19 - 38
Fayette	MB 9168, Pg 130
Fleming	MB 354, Pg 444
Franklin	MB 1464, Pg 831
Fulton	MB 188, Pg 273
Gallatin	MB 235, Pg 424
Garrard	MB 371, Pg 417
Grayson	MB 23-U, Pg 210
Green	MB 318, Pg 565
Hardin	DB 1461, Pg 1096
Harlan	MB 458, Pg 408
Harrison	MB 415, Pg 269
Hart	MB 401, Pg 226
Henry	MB 358, Pg 887
Hickman	DB 138, Pg 552

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Hopkins	MB 1223, Pg 432
Jessamine	MB 1342, Pg 198
Knox	MB 454, Pg 410
Larue	MB 373, Pg 14
Laurel	MB 1182, Pg 463
Lee	MB 119, Pg 105
Lincoln	MB 459, Pg 476
Livingston	MB 314, Pg 112
Lyon	MB 250, Pg 15
Madison	M 1821, Pg 755
Marion	MB 423, Pg 519
Mason	MB 452, Pg 647
McCracken	MB 1575, Pg 607
McLean	MB 204, Pg 631
Mercer	MB 668, Pg 443
Montgomery	MB 558, Pg 505
Muhlenberg	MB 703, Pg 1252
Nelson	MB 1180, Pg 700
Nicholas	MB 165, Pg 621
Ohio	MB 550, Pg 316
Oldham	MB 2319, Pg 388
Owen	MB 278, Pg 399-418
Pendleton	DB 349, Pg 340
Pulaski	MB 1578, Pg 381
Robertson	MB 68, Pg 219
Rockcastle	MB 287, Pg 576
Rowan	MB A397, Pg 701
Russell	MB 407, Pg 579
Scott	MC 48, Pg 302
Shelby	MB 1091, Pg 432
Taylor	MB 585, Pg 381
Trimble	MB 221, Pg 768
Union	MB 436, Pg 474
Washington	MB 289, Pg 76
Webster	MB 343, Pg 405
Whitley	MB 632, Pg 633
Woodford	MB 824, Pg 60

## KENTUCKY UTILITIES COMPANY

## Real Property

## Schedule of real property owned in fee located in the Commonwealth of Kentucky

## Carroll County, Kentucky:

Beginning at an iron pin with a plastic identifier cap stamped "PLS #1548" found in the north right-of-way line of US Hwy. 42, said iron pin being approximately 3200 feet west of Montgomery Road and a corner to the property conveyed to Kentucky Utilities Company by Deed of Record in Deed Book 71, Page 563, in the Office of the Clerk of Carroll County, Kentucky, and being further defined by Kentucky Single Zone NAD 83, coordinates 4162762.675 North and 5128934.182 East; thence leaving said north right-of-way line and running with Kentucky Utilities Company North 27°37'47" West, 451.18 feet to a found iron pin with a plastic identifier cap stamped "PLS #3118"; thence leaving Kentucky Utilities Company and running along two new lines across the parent tract North 63°26'09" East, 829.25 feet to a found iron pin with a plastic identifier cap stamped "PLS #3118" and South 29°37'34" East, 414.50 feet to a point in the aforesaid north right-of-way line of US Hwy. 42, said point being North 28° 37'07" West, 0.27 feet from a found MAG Nail with identifier disc #3118; thence with said right-of-way line, along a curve to the right having a radius of 22,883.00 feet, an arc length of 633.77 feet and a chord of South 60°42'43" West, 633.75 feet to a found 5/8" re-bar; thence continuing with said right-of-way line South 61°30'16" West, 210.08 feet to the beginning, containing 8.351 Acres.

Unless otherwise noted, all aforesaid set iron pins are 5/8" re-bar, 18" in length, with a plastic identifier cap stamped "K. Crowe 2957".

BEING the same property conveyed to Kentucky Utilities Company by Deed dated November 13, 2018, recorded in Deed Book 210, Page 67, in the Office of the Clerk of Carroll County, Kentucky.

## Hardin County, Kentucky:

Beginning at a stake in the North right of way line of Mulberry Street 219 feet Westwardly from the end of Green Hills Subdivision; thence N 37° 01' W 179 feet; thence S 74° 47' W 80.78 feet; thence S 37° 01' E 149 feet to the North right of way line of Mulberry Street; thence with said right of way line N 52° 59' E 75 feet to the beginning, and being Lot Nos 7,8,9 of Block G, of Green Hills Subdivision to Elizabethtown, Hardin County, Kentucky as per plat of said Subdivision recorded in Deed Book 102, Page 484 and transferred to Plat System 11A, in the office of the Clerk of Hardin County Court.

The above legal description is replaced by the following legal description prepared from a physical survey conducted by David L. King II, AGE Engineering Services, Inc., Ky. P.L.S. #3916, dated September 26, 2018:

BEGINNING at a 1/2" Rebar with No Identification Cap, said pin being:

- the southernmost corner of the property being surveyed
- the easternmost Corner of Lloyd Harlan Funkhouser (D.B. 1274, Page 485)

- having KY State Plane Coordinate System – South Zone (NAD83) coordinates of N=2139097.15, E=1611608.05
- being approximately 950' Northeast from the intersection of centerline of Panther Lane and N. Mulberry Street
- lying on the northern edge of right-of-way of N. Mulberry Street (as shown on plat of Green Hills Subdivision, Plat File 11-A)
- being 40' Northwest from the centerline of N. Mulberry Street
- lying in Elizabethtown, Nelson County, Kentucky
- and being the POINT OF BEGINNING for this description.

Thence leaving the northern edge of right-of-way of N. Mulberry Street (Plat File 11-A) and with the line of Lloyd Harlan Funkhouser (D.B. 1274, Page 485), N36°08'12"W – 150.93 feet to a 2-1/2" x 1/4" Mag Nail Set with Washer Stamped (PLS # 3916), said Mag Nail being the Northern most corner of Lloyd Harlan Funkhouser (D.B. 1274, Page 485) and being on the southeastern boundary line of the Hardin County Water District No. 2 (D.B. 1402, Page 128);

Thence leaving the line of Lloyd Harlan Funkhouser (D.B. 1274, Page 485) and with first the line Hardin County Water District No. 2 (D.B. 1402, Page 128) and second the line of Elizabethtown Independent School District Finance Corp (D.B. 919, Page 109), N32°32'38"E – 80.27 feet to an iron pin set (5/8" x 18" rebar with aluminum cap bearing PLS-3916, as will be typical for all set corner monuments), said pin being on the southeastern line of the Elizabethtown Independent School District Finance Corp (D.B. 919, Page 109) and being the western most corner of Kentucky Utilities Company (D.B. 730, Page 265);

Thence leaving the line of the Elizabethtown Independent School District Finance Corp (D.B. 919, Page 109) and with the southwestern line of Kentucky Utilities Company (D.B. 730, Page 265), S36°08'12"E – passing an old wood post online at 95.81 feet and continuing an additional 83.81 feet for a total distance of 179.62 feet to an iron pin set, said pin set being S36°08'12"E – 0.36 feet from a 1/4" Rebar found, said pin set being the Southeast Corner of Kentucky Utilities Company (D.B. 730, Page 265) and being on the northern edge of right-of-way of N. Mulberry Street (as shown on plat of Green Hills Subdivision, Plat File 11-A), said pin set being 40' Northwest from the centerline of N. Mulberry Street;

Thence leaving the line of Kentucky Utilities Company (D.B. 730, Page 265) and with the northern edge of right-of-way of N. Mulberry Street (as shown on plat of Green Hills Subdivision, Plat File 11-A), S53°28'50"W – 74.77 feet to the Point of Beginning and containing 0.284 acres by survey.

Being TRACT 1 on the survey plat attached to the Deed of record in Deed Book 1463, Page 1138, in the Office of the Clerk of Hardin County, Kentucky, and being the same property conveyed to Kentucky Utilities Company by Deed dated October 16, 2018, of record in Deed Book 1463, Page 1138 in the Office of the Clerk of Hardin County, Kentucky.

Pulaski County, Kentucky:

Ikerd Tract:

This being a landlocked parcel from that property acquired by Jerry S. Ikerd and Brenda Ikerd, Trustees of the Jerry S. and Brenda Ikerd Trust, U.T.D. October 24, 1996, by Deed dated June 22, 2017, of record in Deed Book 984, Page 602, in the Office of the Clerk of Pulaski County, Kentucky, and shown as Tract A on the Minor Severance Plat attached hereto as Exhibit A-1. Said Property being more particularly described as:

Beginning at an Iron Pin Found PLS# 2463 at the southwest corner of the Parent Tract of J.S.I. Investments Limited Partnership. This pin is approximately 413.2 feet (measured perpendicular to centerline) east of the centerline of KY Highway 39 and approximately 232.5 feet (measured perpendicular to centerline) North of the centerline of Quarry Road, in Somerset, Kentucky. Said pin having Kentucky State Plane Coordinate System (South Zone) coordinates of Northing = 1922849.92 and Easting = 1975183.18, and being on the north property line of a parcel owned by the estate of James Lee Stewart D.B. 385, PG. 322 (also see Master Commissioner's D.B. 011, PG. 329), and being the Southeast corner of Strack Apartments D.B 687, Pg. 656 and being the Point of Beginning for this description; Thence leaving the north line of the Stewart Estate and first with the east line of Strack Apartments D.B 687, Pg. 656, and secondly with the east line of Strack Apartments D.B. 939, Pg. 582 N10°06'21"E 163.95 feet to an iron pin set (18"x 5/8" iron rebar with a 2" aluminum cap stamped Douglas G. Gooch PLS #3118 as will be typical for all set corner monuments unless otherwise defined); Thence leaving the line of Strack Apartments and across the parent tract with a new line to the parent tract 574°23'23"E 153.73 feet to and iron pin set, the northeast corner of the parcel being created this day; Thence first with the parent tract and secondly with the west line of James's Towing & Recovery LLC D.B. 987, Pg. 611, Tract 2 S23°37'32"W (passing an iron pin found PLS 3630 at 1.73' and passing an iron pin found PLS 3630 at 167.33') for a total of 167.86 feet to an iron pin set on the north line of a piece of property once owned by Susie Wright D.B. 58, Pg. 396 (current ownership cannot be determined but this property may be claimed by Jerry Ikerd); Thence with the north line of Susie Wright and James Lee "Jimmie" Stewart N72°52'44"W 114.63 feet to the point of beginning and containing 0.507 acres by survey.

This description is prepared from a physical survey conducted by AGE Engineering Services Inc., on October 31, 2018. All bearings are based on Grid North of the Kentucky State Plane Coordinator System South Zone.

BEING the same property conveyed to Kentucky Utilities Company by Deed dated January 24, 2019, recorded in Deed Book 990, Page 685, in the Office of the Clerk of Pulaski County, Kentucky.

Stewart Tracts:

Parcel 1:

Being Tracts 1 and 3 on the Plat of record in Plat Cabinet F, Slide 173D, in the Office of the Clerk of Pulaski County, Kentucky.

BEING the same property conveyed to Kentucky Utilities Company by Deed dated January 23, 2019, recorded in Deed Book 991, Page 58, in the Office of the Clerk of Pulaski County, Kentucky.

Parcel 2:

Being Tract 2 on the Plat of record in Plat Cabinet F, Slide 173D, in the Office of the Clerk of Pulaski County, Kentucky.

BEING the same property conveyed to Kentucky Utilities Company by Deed dated January 23, 2019, recorded in Deed Book 991, Page 67, in the Office of the Clerk of Pulaski County, Kentucky.

Scott County, Kentucky:

BEING TRACT 1 on the Minor Subdivision Plat dated November 15, 2018, as approved by the Georgetown-Scott County Planning Commission on November 16, 2018, of record in Plat Cabinet 12, Slide 179, in the Office of the Clerk of Scott County, Kentucky.

TRACT 1 is more particularly described as follows:

COMMENCING at an 5/8" iron pin found (PLS #2536), said iron pin being a corner to the parent tract and being 20' northeast from the existing centerline of US-460 (aka Frankfort Road), said iron pin having Kentucky State Plane Coordinate System – North Zone Coordinates of N=257989.36, E=1508681.22;

Thence leaving said iron pin and running along the parent tract the following three courses: S07°13'40"W – 20.00 feet a point, said point being in the existing centerline of US-460 (aka Frankfort Road), thence along the existing centerline of US-460 (aka Frankfort Road) S86°58'41"E – 309.56 feet a set MAG Nail with Washer bearing PLS # 4048, said MAG Nail being a corner to Tract 2 (a Tract dedicated to right-of-way of US-460 as shown on the Plat of record in Plat Cabinet 12, Slide 179), thence leaving the existing centerline of US-460 (aka Frankfort Road) and along Tract 2 N07°35'34"E – 20.07 feet to an iron pin set (All corners monuments referred to herein as iron pins set are 5/8" x 18" iron rebar with 2" aluminum survey cap bearing P.L.S. #4048), said iron pin being the southwest most corner of the tract being surveyed and the northwest corner of Tract 2 (a Tract dedicated to right-of-way of US-460) and being 20.00 feet from the existing centerline of US-460 (aka Frankfort Road) and having Kentucky State Plane Coordinate System – North Zone Coordinates of N=257973.09, E=1508990.49 lying in Scott County, Kentucky and being the Point of Beginning for this description;

Thence leaving Tract 2 (a Tract dedicated to right-of-way of US-460) and along a new division line with the parent tract the following four courses: N07°35'34"E – 878.99 feet to an iron pin set, S81°51'38"E – 246.13 feet to an iron pin set, S07°52'06"W – 407.58 feet to an iron pin set and S06°54'42"W – 448.23 feet to an iron pin set, said iron pin being the southeast most corner of the tract being surveyed and the northeast corner of Tract 2 (a Tract dedicated to right-of-way of US-460) and being 20' northeast from the existing centerline of US-460 (aka Frankfort Road);

Thence along Tract 2 (a Tract dedicated to right-of-way of US-460) and 20' parallel to the existing centerline of US-460 (aka Frankfort Road) the following two courses: N87°29'15"W – 75.85 feet to a point and N87°03'39"W – 174.50 feet to the Point of Beginning and containing 4.901 acres by survey.

This description prepared from a physical survey conducted by John Henry Russell, AGE Engineering Services, Inc., Kentucky P.L.S. #4048, dated the 2nd day of October, 2018.

BEING the same property conveyed to Kentucky Utilities Company by Deed dated November 30, 2018, recorded in Deed Book 402, Page 114, in the Office of the Clerk of Scott County, Kentucky.

**KENTUCKY UTILITIES COMPANY**

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**Generating Facilities**

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**Schedule of additional generating stations located in the Commonwealth of Kentucky**

1. An undivided 61% interest in the Brown Solar facility of the E.W. Brown Generating Station located in Mercer County, Kentucky, the remaining 39% interest in such facility being owned by Louisville Gas and Electric Company.

D-1

## LOUISVILLE GAS AND ELECTRIC COMPANY

## OFFICER'S CERTIFICATE

(under Sections 201 and 301 of the Indenture, dated as of October 1, 2010)

## Establishing the Form and Certain Terms of the

## First Mortgage Bonds, 4.25% Series due 2049

The undersigned Daniel K. Arbough, the Treasurer of LOUISVILLE GAS AND ELECTRIC COMPANY (the "Company"), in accordance with Sections 201 and 301 of the Indenture, dated as of October 1, 2010 (the "Original Indenture"), as amended and supplemented by various instruments including Supplemental Indenture No. 7, dated as of March 1, 2019 (as so amended and supplemented, the "Indenture"), of the Company to The Bank of New York Mellon, trustee (the "Trustee"), does hereby establish, for the Securities of Series No. 9, established in Supplemental Indenture No. 7, the terms and characteristics set forth in this Officer's Certificate (capitalized terms used herein and not defined herein having the meanings specified in the Original Indenture).

## PART I

Set forth below in this Part I are the terms and characteristics of the aforesaid series of Securities referred to in clauses (a) through (u) in the third paragraph of Section 301 of the Indenture (the lettered clauses set forth herein corresponding to such clauses in said Section 301):

- (a) the title of the Securities of such series shall be "First Mortgage Bonds, 4.25% Series due 2049" (the "Bonds"), and the date of the Bonds shall be April 1, 2019;
- (b) the aggregate principal amount of Bonds which may be authenticated and delivered under the Indenture shall be limited as and to the extent set forth in Supplemental Indenture No. 7 and any subsequent supplemental indenture relating thereto;
- (c) interest on the Bonds shall be payable to the Person or Persons in whose names the Bonds are registered at the close of business on the Regular Record Date for such interest, except as otherwise expressly provided in the form of Bond attached hereto and hereby authorized and approved;
- (d) the principal of the Bonds shall be due, and payable on April 1, 2049; and the Company shall not have the right to extend the Maturity of the Bonds as contemplated in Section 301(d) of the Indenture;
- (e) the Bonds shall bear interest at a fixed rate of 4.25% per annum; interest on the Bonds shall accrue from the date or dates specified in the form of Bond attached hereto as Exhibit A; the Interest Payment Dates for the Bonds shall be April 1 and October 1 of each year, commencing October 1, 2019; the Regular Record Date for the interest payable on any Interest Payment Date with respect to the Bonds shall be the March 15 or September 15 (whether or not a Business Day) immediately preceding such Interest Payment Date; and the Company shall not have any right to extend any interest payment periods for the Bonds as contemplated in Sections 301(e) and 312 of the Indenture;



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- (f) the Corporate Trust Office of the Trustee in New York, New York shall be the office or agency of the Company at which the principal of and any premium and interest on the Bonds at Maturity shall be payable, at which registration of transfers and exchanges of the Bonds may be effected and at which notices and demands to or upon the Company in respect of the Bonds and the Indenture may be served; and the Trustee will initially be the Security Registrar and the Paying Agent for the Bonds; provided, however, that the Company reserves the right to change, by one or more Officer's Certificates, any such office or agency and such agent;
  - (g) the Bonds shall be redeemable, in whole or in part, at the option of the Company as and to the extent provided, and at the price or prices set forth, in Exhibit A hereto;
  - (h) inapplicable;
  - (i) the Bonds shall be issuable in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof;
  - (j) inapplicable;
  - (k) inapplicable;
  - (l) inapplicable;
  - (m) inapplicable;
  - (n) inapplicable;
  - (o) inapplicable;
  - (p) the only obligations or instruments which shall be considered Eligible Obligations in respect of the Bonds shall be Government Obligations; and the provisions of Section 901 of the Original Indenture and Section 201 of Supplemental Indenture No. 7 shall apply to the Bonds;
  - (q) reference is made to Part II of this Officer's Certificate;
  - (r) reference is made to clause (q) above; no service charge shall be made for the registration of transfer or exchange of the Bonds; provided, however, that the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the exchange or transfer;
  - (s) inapplicable;
  - (t) inapplicable; and
  - (u) except as otherwise determined by the proper officers of the Company and established in one or more Officer's Certificates supplemental to this Officer's Certificate, the Bonds shall be substantially in the form of the form of Bond attached hereto as Exhibit A, which form is hereby authorized and approved, and shall have such further terms as are set forth in such form.

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## PART II

### Section 1. Definitions.

For all purposes of this Officer's Certificate, the terms listed below shall have the meanings indicated, unless otherwise expressly provided or unless the context otherwise requires:

"*Certificated Bond*" means a certificated Bond registered in the name of the registered holder thereof, substantially in the form of Exhibit A hereto except that such Bond shall not bear the Global Bond Legend.

"*Custodian*" means the Trustee, in its capacity as custodian for the Depository with respect to the Bonds in global form, or any successor entity thereto.

"*Depository*" means the person designated or acting as a securities depository for the Bonds.

"*DTC*" means The Depository Trust Company.

"*Global Bond*" means a Bond substantially in the form of Exhibit A hereto and bearing the Global Bond Legend.

"*Global Bond Legend*" means the legend as to the global nature of a Bond as set forth in Exhibit B hereto, which is required to be placed on all Global Bonds.

### Section 2. Global Bonds.

(a) *General.* The Bonds are initially to be issued and delivered in global, fully registered form, registered in the name of Cede & Co., as nominee for DTC, which is hereby designated as the Depository. Such Global Bonds shall not be transferable, nor shall any purported transfer be registered, except as follows:

(i) Global Bonds may be transferred in whole, and appropriate registration of transfer effected, by the Depository to a nominee thereof, or by any nominee of the Depository to any other nominee thereof, or by the Depository or any nominee thereof to any Depository or any nominee thereof; and

(ii) Global Bonds may be transferred in whole, with appropriate registration of transfer effected and Certificated Bonds issued and delivered, to the beneficial holders of the Global Bonds if:

(A) The Depository shall have notified the Company and the Trustee that (A) it is unwilling or unable to continue to act as securities depository with respect to such bonds or (B) it is no longer a clearing agency registered under the Securities Exchange Act of 1934, as amended, and, in either case, the Trustee shall not have been notified by the Company within one hundred twenty (120) days of the receipt of such notice from the Depository of the identity of a successor Depository; or

(B) the Company shall have delivered to the Trustee a written order to the effect that, on and after a date specified therein, the Bonds are no longer to be held in global form by a Depository (subject to the procedures of the Depository).

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In the event of a transfer of Global Bonds as contemplated in clause (ii) above, the Company will execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of Certificated Bonds and upon surrender of such Global Bonds, will authenticate and deliver, Certificated Bonds in an aggregate principal amount equal to the principal amount of such Global Bonds, such Certificated Bonds to be registered in the names provided by the Depository.

(b) *Principal Amount of Global Bonds.* Each Global Bond shall represent such of the outstanding Bonds as shall be specified therein, and the aggregate principal amount of outstanding Bonds represented thereby may from time to time be reduced to reflect redemptions thereof. Any notation on a Global Bond to reflect the amount of any decrease in the aggregate principal amount of outstanding Bonds represented thereby resulting from such redemption shall be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by or on behalf of the registered holder thereof and with the applicable procedures of the Depository.

(c) *Disclaimers.* Neither the Company nor the Trustee shall have any responsibility or obligation to any beneficial owner of a Global Bond, any participant in the Depository or any other Person with respect to the accuracy of, or for maintaining, supervising or reviewing, the records of the Depository or its nominee or of any participant therein or member thereof, with respect to any ownership interest in the Global Bonds or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depository) of any notice (including any notice of redemption) or the payment of any amount, on or with respect to such Global Bonds. All notices and communications required to be given to the Holders and all payments on Global Bonds required to be made to Holders shall be given or made only to or upon the order of the registered Holders (which shall be the Depository or its nominee in the case of a Global Bond). The rights of beneficial owners in any Global Bond shall be exercised only through the Depository subject to the applicable rules and procedures of the Depository. The Company and the Trustee may rely conclusively and shall be fully protected in relying upon information furnished by the Depository with respect to its members, participants and any beneficial owners. The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under the Indenture or under applicable law with respect to any transfer of any interest in any Global Bond (including any transfers between or among Depository participants, members or beneficial owners in any Global Bond) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of the Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

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IN WITNESS WHEREOF, I have executed this Officer's Certificate this 1<sup>st</sup> day of April, 2019.

/s/ Daniel K. Arbough

Name: Daniel K. Arbough

Title: Treasurer

/s/ John R. Crockett III

Name: John R. Crockett III

Title: General Counsel, Chief Compliance Officer and  
Corporate Secretary

*[Signature Page to LG&E Officer's Certificate under Sections 201 and 301 of the Indenture]*

[FORM OF BOND]

No. \_\_\_\_\_

CUSIP No. \_\_\_\_\_

Principal Amount of \$ \_\_\_\_\_

**LOUISVILLE GAS AND ELECTRIC COMPANY  
FIRST MORTGAGE BOND, 4.25% SERIES DUE 2049**

LOUISVILLE GAS AND ELECTRIC COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky (herein referred to as the "Company", which term includes any Successor Corporation under the Indenture referred to below), for value received, hereby promises to pay to

or to its registered assigns, the principal sum of

MILLION (\$ \_\_\_\_\_ ) Dollars

on April 1, 2049 (the "Stated Maturity Date"), and to pay interest on said principal sum semi-annually in arrears on April 1 and October 1 of each year (each, an "Interest Payment Date"), at the rate of 4.25% per annum until the principal hereof is paid or made available for payment. The first Interest Payment Date for the Securities of this series shall be October 1, 2019, and interest on the Securities of this series will accrue from and including April 1, 2019, to and excluding the first Interest Payment Date, and thereafter will accrue from and including the last Interest Payment Date to which interest on the Securities of this series has been paid or duly provided for. No interest will accrue on the Securities of this series with respect to the day on which the Securities are paid.

**CERTIFICATE OF AUTHENTICATION**

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Date of Authentication:

\_\_\_\_\_, as Trustee

By: \_\_\_\_\_  
Authorized Signatory

In the event that any Interest Payment Date is not a Business Day, then payment of interest payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of such delay) with the same force and effect as if made on the Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to (a) the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the March 15 or September 15, whether or not a Business Day (each such date, a "Regular Record Date"), immediately preceding such Interest Payment Date, or (b) so long as the Bonds are Global Bonds held in the name of a securities depository for the Bonds or its nominee, the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Business Day immediately preceding such Interest Payment Date, except that interest payable at Maturity will be payable to the Person to whom principal shall be paid. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture referred to herein. Interest on this Security will be computed on the basis of a 360-day year of twelve 30-day months.

Payment of the principal of and premium, if any, and interest at Maturity on this Security shall be made upon presentation of this Security at the corporate trust office of The Bank of New York Mellon in New York, New York, or at such other office or agency as may be designated for such purpose by the Company from time to time, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, and payment of interest, if any, on this Security (other than interest payable at Maturity) shall be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register, provided that if such Person is a securities depository, such payment may be made by such other means in lieu of check as shall be agreed upon by the Company, the Trustee and such Person.

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and issuable in one or more series under an Indenture, dated as of October 1, 2010 (herein called the "Original Indenture" and, together with any amendments or supplements thereto and the Officer's Certificate establishing the terms of the Securities of this series, the "Indenture," which term shall have the meaning assigned to it in the Original Indenture), between the Company and The Bank of New York Mellon, as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture, including Supplemental Indenture No. 7 thereto, for a statement of the property mortgaged, pledged and held in trust, the nature and extent of the security, the conditions upon which the lien of the Indenture may be released and the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. The acceptance of this Security by the Holder hereof shall be deemed to constitute the consent and agreement by such Holder to all of the terms and provisions of the Indenture. This Security is one of the series designated on the face hereof.

Prior to the Par Call Date (defined below), this Security is subject to redemption at the option of the Company, in whole at any time or in part from time to time, at a redemption price equal to the greater of:

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- (a) 100% of the principal amount of this Security to be so redeemed; and
  - (b) as determined by the Quotation Agent, the sum of the present values of the remaining scheduled payments of principal and interest on the principal amount of this Security to be so redeemed that would be due if the Stated Maturity Date of this Security were the Par Call Date (not including any portion of such payments of interest accrued to the date of redemption) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate, plus 20 basis points,

plus, in either of the above cases, accrued and unpaid interest to the date of redemption.

Promptly after the calculation thereof, the Company shall give the Trustee written notice of the redemption price for the foregoing redemption. The Trustee shall have no responsibility for any such calculation.

On or after the Par Call Date, this Security is subject to redemption at the option of the Company, in whole at any time or in part from time to time, at a redemption price equal to 100% of the principal amount of this Security to be so redeemed, plus accrued and unpaid interest to the date of redemption.

As used herein:

*“Adjusted Treasury Rate”* means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date.

*“Comparable Treasury Issue”* means the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining of this Security (assuming for this purpose that the Stated Maturity Date for this Security were the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of this Security.

*“Comparable Treasury Price”* means, with respect to any redemption date:

- a) the average of four Reference Treasury Dealer Quotations for that redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or
- b) if the Quotation Agent obtains fewer than four Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

*“Par Call Date”* means October 1, 2048.

*“Quotation Agent”* means one of the Reference Treasury Dealers appointed by the Company.

*“Reference Treasury Dealer”* means:

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- a) each of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Mizuho Securities USA LLC (or their respective affiliates that are Primary Treasury Dealers, as defined below) and a primary U.S. government securities dealer in the United States (a "Primary Treasury Dealer") selected by MUFG Securities Americas Inc., or their respective successors, unless any of them ceases to be a Primary Treasury Dealer, in which case the Company shall substitute another Primary Treasury Dealer; and
  - b) any other Primary Treasury Dealer selected by the Company (after consultation with the Quotation Agent).

*"Reference Treasury Dealer Quotations"* means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount), as provided to the Quotation Agent by that Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such redemption date.

Notice of redemption shall be given by mail to Holders of Securities, not less than 30 days nor more than 60 days prior to the date fixed for redemption, all as provided in the Indenture. As provided in the Indenture, notice of redemption at the election of the Company as aforesaid may state that such redemption shall be conditional upon the receipt by the applicable Paying Agent or Agents of money sufficient to pay the principal of and premium, if any, and interest, on this Security on or prior to the date fixed for such redemption; a notice of redemption so conditioned shall be of no force or effect if such money is not so received and, in such event, the Company shall not be required to redeem this Security.

In the event of redemption of this Security in part only, a new Security or Securities of this series of like tenor representing the unredeemed portion hereof shall be issued in the name of the Holder hereof upon the cancellation hereof.

If an Event of Default with respect to the Securities of this series shall occur and be continuing, the principal of this Security may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security upon compliance with certain conditions set forth in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of all series affected at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.



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As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless (a) such Holder shall have previously given the Trustee written notice of a continuing Event of Default; (b) the Holders of 25% in aggregate principal amount of the Outstanding Securities shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity; (c) the Trustee shall not have received from the Holders of a majority in aggregate principal amount of the Outstanding Securities a direction inconsistent with such request; and (d) shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

The Securities of this series are issuable only in registered form without coupons, and in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company for such purpose, duly endorsed by, or accompanied by a written instrument or transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and Tranche, of authorized denominations and of like tenor and aggregate principal amount, shall be issued to the designated transferee or transferees.

As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series and Tranche are exchangeable for a like aggregate principal amount of Securities of the same series and Tranche of any authorized denominations, as requested by the Holder surrendering the same, and of like tenor upon surrender of the Security or Securities to be exchanged at the office or agency of the Company for such purpose.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Company shall not be required to execute and the Security Registrar shall not be required to register the transfer of or exchange of (a) Securities of this series during a period of 15 days immediately preceding the date notice is given identifying the serial numbers of the Securities of this series called for redemption or (b) any Security so selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the absolute owner hereof for all purposes (subject to Sections 305 and 307 of the Indenture), whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

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The Indenture and this Security shall be governed by and construed in accordance with the laws of the State of New York (including, without limitation, Section 5-1401 of the New York General Obligations Law or any successor to such statute), except to the extent that the Trust Indenture Act shall be applicable and except to the extent that the law of the any other jurisdiction shall mandatorily govern.

As used herein, "Business Day," means any day, other than a Saturday or Sunday, that is not a day on which banking institutions or trust companies in The City of New York, New York, or other city in which a paying agent for this Security is located, are generally authorized or required by law, regulation or executive order to remain closed. All other terms used in this Security that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

As provided in the Indenture, no recourse shall be had for the payment of the principal of or premium, if any, or interest on any Securities, or any part thereof, or for any claim based thereon or otherwise in respect thereof, or of the indebtedness represented thereby, or upon any obligation, covenant or agreement under the Indenture, against, and no personal liability whatsoever shall attach to, or be incurred by, any incorporator, stockholder, member, officer or director, as such, past, present or future of the Company or of any predecessor or successor corporation (either directly or through the Company or a predecessor or successor corporation), whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that the Indenture and all the Securities are solely corporate obligations and that any such personal liability is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution of the Indenture and the issuance of the Securities.

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Unless the certificate of authentication hereon has been executed by the Trustee referred to herein by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Date of Security:

LOUISVILLE GAS AND ELECTRIC COMPANY

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

Name:

Title:

\_\_\_\_\_  
Name:

Title:

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**ASSIGNMENT FORM**

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

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[please insert social security or other identifying number of assignee]

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[please print or typewrite name and address of assignee]

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the within Security of LOUISVILLE GAS AND ELECTRIC COMPANY and does hereby irrevocably constitute and appoint \_\_\_\_\_, Attorney, to transfer said Security on the books of the within-mentioned Company, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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[signature of assignee]

Notice: The signature to this assignment must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatsoever.

**SIGNATURE GUARANTEE**

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(Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.)

**GLOBAL BOND LEGEND**

"THIS IS A GLOBAL BOND HELD BY OR ON BEHALF OF THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS BOND) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO THE INDENTURE, (II) THIS GLOBAL BOND MAY BE TRANSFERRED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2(a) OF PART II OF THE OFFICER'S CERTIFICATE ESTABLISHING THIS SERIES OF BONDS UNDER THE INDENTURE AND (III) THIS GLOBAL BOND MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 309 OF THE INDENTURE."

In addition, if the Depository shall be DTC, each Global Bond shall bear the following legend:

"UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO A PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

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**KENTUCKY UTILITIES COMPANY**

**SUPPLEMENTAL OFFICER'S CERTIFICATE**

**Supplemental to Officer's Certificate, dated September 28, 2015**

**(under Sections 201 and 301 of the Indenture, dated as of October 1, 2010)**

**Establishing the Form and Certain Terms of**

**First Mortgage Bonds, 4.375% Series due 2045**

Reference is hereby made to the Indenture, dated as of October 1, 2010 (the "Original Indenture"), as amended and supplemented by various instruments including Supplemental Indenture No. 4, dated as of September 1, 2015 (as so amended and supplemented, the "Indenture"), of KENTUCKY UTILITIES COMPANY (the "Company") to The Bank of New York Mellon, trustee (the "Trustee"), establishing Securities of Series No. 7, and Supplemental Indenture No. 7, dated as of March 1, 2019 (Supplemental Indenture No. 7) increasing the authorized aggregate principal amount of the Securities of Series No. 7 and providing for the issuance of additional Securities of such series ("Additional Securities"), and the Officer's Certificate under Section 201 and 301 of the Indenture, dated September 28, 2015 establishing certain terms and characteristics of the Securities of Series No. 7 (the "Original Officer's Certificate"). The undersigned Daniel K. Arbough, the Treasurer of the Company, in accordance with Sections 201 and 301 does hereby establish certain terms and characteristics of such Additional Securities in this Supplemental Officer's Certificate (capitalized terms used herein and not defined herein having the meanings specified in the Original Indenture or in the Original Officer's Certificate).

The Additional Securities shall have the terms and characteristics of the Securities of Series No. 7 provided in the Indenture and in the Original Officer's Certificate as supplemented by this Supplemental Officer's Certificate (and for the avoidance of doubt, interest on the Additional Securities shall accrue from and including April 1, 2019 to but excluding October 1, 2019, and thereafter will accrue from and including the last Interest Payment Date to which interest on the Securities of Series No. 7 has been paid or duly provided for), except as otherwise determined by the proper officers of the Company and established in one or more Officer's Certificates supplemental to this Officer's Certificate; and the Additional Securities shall be substantially in the form of Bond attached hereto as Exhibit A, which form is hereby authorized and approved, and shall have such further terms as are set forth in such form.

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IN WITNESS WHEREOF, I have executed this Officer's Certificate this 1<sup>st</sup> day of April, 2019.

/s/ Daniel K. Arbough  
Name: Daniel K. Arbough  
Title: Treasurer

/s/ John R. Crockett III  
Name: John R. Crockett III  
Title: General Counsel, Chief Compliance Officer and  
Corporate Secretary

*[Signature Page to Officer's Certificate under Sections 201 and 301 of the Indenture]*

[FORM OF BOND]

No. R-[2]

CUSIP No. \_\_\_\_\_

Principal Amount of \$ \_\_\_\_\_

**KENTUCKY UTILITIES COMPANY**  
**FIRST MORTGAGE BOND, 4.375% SERIES DUE 2045**

KENTUCKY UTILITIES COMPANY, a corporation duly organized and existing under the laws of the Commonwealths of Kentucky and Virginia (herein referred to as the "Company", which term includes any Successor Corporation under the Indenture referred to below), for value received, hereby promises to pay to

or to its registered assigns, the principal sum of

MILLION (\$ \_\_\_\_\_ ) Dollars

on October 1, 2045 (the "Stated Maturity Date"), and to pay interest on said principal sum semi-annually in arrears on April 1 and October 1 of each year (each, an "Interest Payment Date"), at the rate of 4.375% per annum until the principal hereof is paid or made available for payment. The first Interest Payment Date for the Securities of this series shall be April 1, 2016, and interest on the Securities of this series will accrue from and including September 28, 2015, to and excluding the first Interest Payment Date, and thereafter will accrue from and including the last Interest Payment Date to which interest on the Securities of this series has been paid or duly provided for. No interest will accrue on the Securities of this series with respect to the day on which the Securities are paid.

**CERTIFICATE OF AUTHENTICATION**

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Date of Authentication:

\_\_\_\_\_, as Trustee

By: \_\_\_\_\_  
Authorized Signatory



In the event that any Interest Payment Date is not a Business Day, then payment of interest payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of such delay) with the same force and effect as if made on the Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the March 15 or September 15, whether or not a Business Day (each such date, a "Regular Record Date"), immediately preceding such Interest Payment Date, except that interest payable at Maturity will be payable to the Person to whom principal shall be paid. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture referred to herein. Interest on this Security will be computed on the basis of a 360-day year of twelve 30-day months.

Payment of the principal of and premium, if any, and interest at Maturity on this Security shall be made upon presentation of this Security at the corporate trust office of The Bank of New York Mellon in New York, New York, or at such other office or agency as may be designated for such purpose by the Company from time to time, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, and payment of interest, if any, on this Security (other than interest payable at Maturity) shall be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register, provided that if such Person is a securities depository, such payment may be made by such other means in lieu of check as shall be agreed upon by the Company, the Trustee and such Person.

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and issuable in one or more series under an Indenture, dated as of October 1, 2010 (herein called the "Original Indenture" and, together with any amendments or supplements thereto and the Officer's Certificate establishing the terms of the Securities of this series, the "Indenture," which term shall have the meaning assigned to it in the Original Indenture), between the Company and The Bank of New York Mellon, as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture, including Supplemental Indenture No. 4 thereto, for a statement of the property mortgaged, pledged and held in trust, the nature and extent of the security, the conditions upon which the lien of the Indenture may be released and the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. The acceptance of this Security by the Holder hereof shall be deemed to constitute the consent and agreement by such Holder to all of the terms and provisions of the Indenture. This Security is one of the series designated on the face hereof.

Prior to the Par Call Date (defined below), this Security is subject to redemption at the option of the Company, in whole at any time or in part from time to time, at a redemption price equal to the greater of:

- (a) 100% of the principal amount of this Security to be so redeemed; and

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- (b) as determined by the Quotation Agent, the sum of the present values of the remaining scheduled payments of principal and interest on the principal amount of this Security to be so redeemed that would be due if the Stated Maturity Date for this Security were the Par Call Date (not including any portion of such payments of interest accrued to the date of redemption) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate, plus 25 basis points,

plus, in either of the above cases, accrued and unpaid interest to the date of redemption.

Promptly after the calculation thereof, the Company shall give the Trustee written notice of the redemption price for the foregoing redemption. The Trustee shall have no responsibility for any such calculation.

On or after the Par Call Date, this Security is subject to redemption at the option of the Company, in whole at any time or in part from time to time, at a redemption price equal to 100% of the principal amount of this Security to be so redeemed, plus accrued and unpaid interest to the date of redemption.

As used herein:

“*Adjusted Treasury Rate*” means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date.

“*Comparable Treasury Issue*” means the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining term of this Security (assuming for this purpose that the Stated Maturity Date of this Security were the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of this Security.

“*Comparable Treasury Price*” means, with respect to any redemption date:

- a) the average of five Reference Treasury Dealer Quotations for that redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or
- b) if the Quotation Agent obtains fewer than five Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

“*Par Call Date*” means April 1, 2045.

“*Quotation Agent*” means one of the Reference Treasury Dealers appointed by the Company.

“*Reference Treasury Dealer*” means:

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- a) each of J.P. Morgan Securities LLC, MUFG Securities Americas Inc. (formerly known as Mitsubishi UFJ Securities (USA), Inc.), Morgan Stanley & Co. LLC and UBS Securities LLC (or their respective affiliates that are Primary Treasury Dealers, as defined below), or their respective successors, unless any of them is not or ceases to be a primary U.S. Government securities dealer in the United States (a "Primary Treasury Dealer"), in which case the Company shall substitute another Primary Treasury Dealer; and
  - b) any other Primary Treasury Dealer selected by the Company (after consultation with the Quotation Agent).

*"Reference Treasury Dealer Quotations"* means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount), as provided to the Quotation Agent by that Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such redemption date.

Notice of redemption shall be given by mail to Holders of Securities, not less than 30 days nor more than 60 days prior to the date fixed for redemption, all as provided in the Indenture. As provided in the Indenture, notice of redemption at the election of the Company as aforesaid may state that such redemption shall be conditional upon the receipt by the applicable Paying Agent or Agents of money sufficient to pay the principal of and premium, if any, and interest, on this Security on or prior to the date fixed for such redemption; a notice of redemption so conditioned shall be of no force or effect if such money is not so received and, in such event, the Company shall not be required to redeem this Security.

In the event of redemption of this Security in part only, a new Security or Securities of this series of like tenor representing the unredeemed portion hereof shall be issued in the name of the Holder hereof upon the cancellation hereof.

If an Event of Default with respect to the Securities of this series shall occur and be continuing, the principal of this Security may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security upon compliance with certain conditions set forth in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of all series affected at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless (a) such Holder shall have previously given the Trustee written notice of a continuing Event of Default; (b) the Holders of 25% in aggregate principal amount of the Outstanding Securities shall have made written request to the Trustee to institute

proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity; (c) the Trustee shall not have received from the Holders of a majority in aggregate principal amount of the Outstanding Securities a direction inconsistent with such request; and (d) shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

The Securities of this series are issuable only in registered form without coupons, and in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company for such purpose, duly endorsed by, or accompanied by a written instrument or transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and Tranche, of authorized denominations and of like tenor and aggregate principal amount, shall be issued to the designated transferee or transferees.

As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series and Tranche are exchangeable for a like aggregate principal amount of Securities of the same series and Tranche of any authorized denominations, as requested by the Holder surrendering the same, and of like tenor upon surrender of the Security or Securities to be exchanged at the office or agency of the Company for such purpose.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Company shall not be required to execute and the Security Registrar shall not be required to register the transfer of or exchange of (a) Securities of this series during a period of 15 days immediately preceding the date notice is given identifying the serial numbers of the Securities of this series called for redemption or (b) any Security so selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the absolute owner hereof for all purposes (subject to Sections 305 and 307 of the Indenture), whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Indenture and this Security shall be governed by and construed in accordance with the laws of the State of New York (including, without limitation, Section 5-1401 of the New York General Obligations Law or any successor to such statute), except to the extent that the Trust Indenture Act shall be applicable and except to the extent that the law of the any other jurisdiction shall mandatorily govern.

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As used herein, "Business Day," means any day, other than a Saturday or Sunday, that is not a day on which banking institutions or trust companies in The City of New York, New York, or other city in which a paying agent for this Security is located, are generally authorized or required by law, regulation or executive order to remain closed. All other terms used in this Security that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

As provided in the Indenture, no recourse shall be had for the payment of the principal of or premium, if any, or interest on any Securities, or any part thereof, or for any claim based thereon or otherwise in respect thereof, or of the indebtedness represented thereby, or upon any obligation, covenant or agreement under the Indenture, against, and no personal liability whatsoever shall attach to, or be incurred by, any incorporator, stockholder, member, officer or director, as such, past, present or future of the Company or of any predecessor or successor corporation (either directly or through the Company or a predecessor or successor corporation), whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that the Indenture and all the Securities are solely corporate obligations and that any such personal liability is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution of the Indenture and the issuance of the Securities.

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Unless the certificate of authentication hereon has been executed by the Trustee referred to herein by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Date of Security: September 28, 2015

KENTUCKY UTILITIES COMPANY

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

Name:

Title:

\_\_\_\_\_  
Name:

Title:

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**ASSIGNMENT FORM**

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

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[please insert social security or other identifying number of assignee]

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[please print or typewrite name and address of assignee]

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the within Security of KENTUCKY UTILITIES COMPANY and does hereby irrevocably constitute and appoint \_\_\_\_\_, Attorney,  
to transfer said Security on the books of the within-mentioned Company, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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[signature of assignee]

Notice: The signature to this assignment must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatsoever.

**SIGNATURE GUARANTEE**

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(Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.)

**GLOBAL BOND LEGEND**

“THIS IS A GLOBAL BOND HELD BY OR ON BEHALF OF THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS BOND) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO THE INDENTURE, (II) THIS GLOBAL BOND MAY BE TRANSFERRED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2(a) OF PART II OF THE OFFICER’S CERTIFICATE ESTABLISHING THIS SERIES OF BONDS UNDER THE INDENTURE AND (III) THIS GLOBAL BOND MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 309 OF THE INDENTURE.”

In addition, if the Depository shall be DTC, each Global Bond shall bear the following legend:

“UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO A PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.”

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[Letterhead of Louisville Gas and Electric Company]

April 1, 2019

Louisville Gas and Electric Company  
220 West Main Street  
Louisville, Kentucky 40202

Ladies and Gentlemen:

I am General Counsel, Chief Compliance Officer and Corporate Secretary of Louisville Gas and Electric Company, a Kentucky corporation (the "Company"). In this capacity, I have acted as counsel to the Company in connection with the issuance and sale of \$400,000,000 in aggregate principal amount of the Company's First Mortgage Bonds, 4.25% Series due 2049 (the "Bonds"). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-223142-02, the "Registration Statement"), filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933 (the "Act"), and related prospectus, dated February 22, 2018, as supplemented by the prospectus supplement dated March 18, 2019, relating to the offer and sale of the Bonds (as so supplemented, the "Prospectus").

The Bonds are being issued under an Indenture, dated as of October 1, 2010, of the Company to The Bank of New York Mellon, as trustee (the "Trustee"), as heretofore amended and supplemented and as further supplemented by Supplemental Indenture No. 7 (the "Supplemental Indenture"), dated as of March 1, 2019, providing for the Bonds (such Indenture, as so supplemented, being referred to herein as the "Indenture"). The Bonds are being sold pursuant to the Underwriting Agreement, dated March 18, 2019 (the "Underwriting Agreement"), among the Company and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Mizuho Securities USA LLC and MUFG Securities Americas Inc., as representatives of the several underwriters named therein.

In connection with such issuance and sale, I, or Company attorneys under my supervision, have examined:

- (a) The Indenture, including the Supplemental Indenture and the Officer's Certificate pursuant to Section 301 of the Indenture, establishing certain terms of the Bonds;
- (b) The Bonds;
- (c) The Amended and Restated Articles of Incorporation and the Bylaws of the Company, in each case as in effect on the date hereof;
- (d) The resolutions of the Board of Directors of the Company, adopted by unanimous written consent, dated September 7, 2018;
- (e) The steps and proceedings in connection with the authorization of the Indenture, the Supplemental Indenture and the Bonds;
- (f) The Underwriting Agreement;
- (g) The Order of the Public Service Commission of Kentucky dated December 3, 2018, in connection with the issuance of the Bonds; and
- (h) The Registration Statement and the Prospectus.

In such examination, I have assumed the accuracy and completeness of all agreements, documents, records, certificates and other materials submitted to me, the conformity with the originals of all such materials submitted to me as copies (whether or not certified and including facsimiles), the authenticity of the originals of such materials and all materials submitted to me as originals, the genuineness of all signatures and the legal capacity of all natural persons.

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Based upon such examination and representations made to me by Company attorneys under my supervision, upon my familiarity with the Company, and upon an examination of such other documents and questions of law as I have deemed appropriate for purposes of this opinion, I am of the opinion that the Bonds have been duly authorized by the Company and that, when the Bonds have been executed and delivered by the Company and authenticated and delivered by the Trustee in the manner provided for in the Indenture, and have been delivered against payment therefor as contemplated in the Underwriting Agreement, the Bonds will be valid and binding obligations of the Company, except to the extent limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or moratorium laws or by other laws now or hereafter in effect relating to or affecting the enforcement of mortgagees' and other creditors' rights and by general equitable principles (regardless of whether considered in a proceeding in equity or at law), an implied covenant of good faith and fair dealing and consideration of public policy, and federal or state security law limitations on indemnification and contribution.

The opinions expressed herein are limited to the laws of the Commonwealth of Kentucky. Insofar as the opinions set forth in this letter relate to or are dependent upon matters governed by the laws of the State of New York, I have relied exclusively upon the opinion of even date herewith of Pillsbury Winthrop Shaw Pittman LLP, special counsel for the Company. In rendering its opinion to you of even date herewith, Pillsbury Winthrop Shaw Pittman LLP may rely as to matters of Kentucky law addressed or encompassed herein upon this letter as if it were addressed directly to it.

I express no opinion as to matters of compliance with the "blue sky" laws or similar laws relating to the sale or distribution of the Bonds by any underwriters or agents.

I hereby consent to the filing of this opinion letter as Exhibit 5(a) to the Company's Current Report on Form 8-K to be filed by the Company with the Commission and the incorporation thereof by reference into the Registration Statement and to the use of my name under the caption "Validity of the Bonds" in the Prospectus. In giving this consent, I do not thereby admit that I am within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ John R. Crockett III

John R. Crockett III

## [Letterhead of Kentucky Utilities Company]

April 1, 2019

Kentucky Utilities Company  
One Quality Street  
Lexington, Kentucky 40507

Ladies and Gentlemen:

I am General Counsel, Chief Compliance Officer and Corporate Secretary of Kentucky Utilities Company, a Kentucky and Virginia corporation (the "Company"). In this capacity, I have acted as counsel to the Company in connection with the issuance and sale of \$300,000,000 in aggregate principal amount of the Company's First Mortgage Bonds, 4.375% Series due 2045 (the "Bonds"). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-223142-01, the "Registration Statement"), filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933 (the "Act"), and related prospectus, dated February 22, 2018, as supplemented by the prospectus supplement dated March 18, 2019, relating to the offer and sale of the Bonds (as so supplemented, the "Prospectus").

The Bonds are being issued under an Indenture, dated as of October 1, 2010, of the Company to The Bank of New York Mellon, as trustee (the "Trustee"), as heretofore amended and supplemented and as further supplemented by Supplemental Indenture No. 7 (the "Supplemental Indenture"), dated as of March 1, 2019, providing for the Bonds (such Indenture, as so supplemented, being referred to herein as the "Indenture"). The Bonds are being sold pursuant to the Underwriting Agreement, dated March 18, 2019 (the "Underwriting Agreement"), among the Company and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Mizuho Securities USA LLC and MUFG Securities Americas Inc., as representatives of the several underwriters named therein.

In connection with such issuance and sale, I, or Company attorneys under my supervision, have examined:

- (a) The Indenture, including the Supplemental Indenture and the Officer's Certificates pursuant to Section 301 of the Indenture, establishing certain terms of the Bonds;
- (b) The Bonds;
- (c) The Amended and Restated Articles of Incorporation and the Bylaws of the Company, in each case as in effect on the date hereof;
- (d) The resolutions of the Board of Directors of the Company, adopted by unanimous written consent, dated June 22, 2018;
- (e) The steps and proceedings in connection with the authorization of the Indenture, the Supplemental Indenture and the Bonds;
- (f) The Underwriting Agreement;
- (g) The Orders of the Public Service Commission of Kentucky dated June 27, 2018, as amended by orders dated July 17, 2018 and August 3, 2018, the State Corporation Commission of Virginia dated July 5, 2018 and the Tennessee Public Utilities Commission dated August 16, 2018, in connection with the issuance of the Bonds; and
- (h) The Registration Statement and the Prospectus.

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In such examination, I have assumed the accuracy and completeness of all agreements, documents, records, certificates and other materials submitted to me, the conformity with the originals of all such materials submitted to me as copies (whether or not certified and including facsimiles), the authenticity of the originals of such materials and all materials submitted to me as originals, the genuineness of all signatures and the legal capacity of all natural persons.

Based upon such examination and representations made to me by Company attorneys under my supervision, upon my familiarity with the Company, and upon an examination of such other documents and questions of law as I have deemed appropriate for purposes of this opinion, I am of the opinion that the Bonds have been duly authorized by the Company and that, when the Bonds have been executed and delivered by the Company and authenticated and delivered by the Trustee in the manner provided for in the Indenture, and have been delivered against payment therefor as contemplated in the Underwriting Agreement, the Bonds will be valid and binding obligations of the Company, except to the extent limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or moratorium laws or by other laws now or hereafter in effect relating to or affecting the enforcement of mortgagees' and other creditors' rights and by general equitable principles (regardless of whether considered in a proceeding in equity or at law), an implied covenant of good faith and fair dealing and consideration of public policy, and federal or state security law limitations on indemnification and contribution.

The opinions expressed herein are limited to the laws of the Commonwealth of Kentucky. Insofar as the opinions set forth in this letter relate to or are dependent upon matters governed by the laws of the Commonwealth of Virginia and the State of Tennessee, I have relied exclusively on the opinion of even date herewith of Stoll Keenon Ogden PLLC, special Kentucky counsel of the Company. Insofar as the opinions set forth in this letter relate to or are dependent upon matters governed by the laws of the State of New York, I have relied exclusively upon the opinion of even date herewith of Pillsbury Winthrop Shaw Pittman LLP, special counsel for the Company. In rendering their opinions to you of even date herewith, Pillsbury Winthrop Shaw Pittman LLP and Stoll Keenon Ogden PLLC may rely as to matters of Kentucky law addressed or encompassed herein upon this letter as if it were addressed directly to them.

I express no opinion as to matters of compliance with the "blue sky" laws or similar laws relating to the sale or distribution of the Bonds by any underwriters or agents.

I hereby consent to the filing of this opinion letter as Exhibit 5(b) to the Company's Current Report on Form 8-K to be filed by the Company with the Commission and the incorporation thereof by reference into the Registration Statement and to the use of my name under the caption "Validity of the Bonds" in the Prospectus. In giving this consent, I do not thereby admit that I am within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ John R. Crockett III  
John R. Crockett III

[Letterhead of Pillsbury Winthrop Shaw Pittman LLP]

April 1, 2019

Louisville Gas and Electric Company  
220 West Main Street  
Louisville, Kentucky 40202

Ladies and Gentlemen:

We have acted as special counsel to Louisville Gas and Electric Company (the "Company") in connection with the issuance and sale by the Company of \$400,000,000 in aggregate principal amount of its First Mortgage Bonds, 4.25% Series due 2049 (the "Bonds"). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-223142-02, the "Registration Statement"), filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933 (the "Act"), and related prospectus, dated February 22, 2018, as supplemented by the prospectus supplement dated March 18, 2019 relating to the offer and sale of the Bonds (as so supplemented, the "Prospectus").

The Bonds are being issued under an Indenture, dated as of October 1, 2010, of the Company to The Bank of New York Mellon, as trustee (the "Trustee"), as heretofore amended and supplemented and as further supplemented by Supplemental Indenture No. 7 thereto, (the "Supplemental Indenture"), dated as of March 1, 2019, providing for the Bonds (such Indenture, as so supplemented, being referred to herein as the "Indenture"). The Bonds are being sold pursuant to the Underwriting Agreement, dated March 18, 2019 (the "Underwriting Agreement"), between the Company and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Mizuho Securities USA LLC and MUFG Securities Americas Inc., as representatives of the several underwriters named therein.

We have reviewed and are familiar with the Registration Statement, the Prospectus, the Indenture (including the Supplemental Indenture and the Officer's Certificate pursuant to Section 301 of the Indenture, establishing certain terms of the Bonds, and the forms of Bond), the Underwriting Agreement and such other documents, corporate proceedings and other matters as we have considered relevant or necessary as a basis for our opinion in this letter. In such review, we have assumed the accuracy and completeness of all agreements, documents, records, certificates and other materials submitted to us, the conformity with the originals of all such materials submitted to us as copies (whether or not certified and including facsimiles), the authenticity of the originals of such materials and all materials submitted to us as originals, the genuineness of all signatures and the legal capacity of all natural persons. We understand that the Registration Statement has become effective under the Act and we assume that such effectiveness has not been terminated or rescinded.

April 1, 2019

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On the basis of the assumptions and subject to the qualifications and limitations set forth herein, we are of the opinion that, when the Bonds have been executed and delivered by the Company and authenticated and delivered by the Trustee in the manner provided for in the Indenture, and have been delivered against payment therefor as contemplated in the Underwriting Agreement, the Bonds will be valid and legally binding obligations of the Company, except as may be subject to and limited by the effect of (a) applicable bankruptcy, insolvency, fraudulent conveyance and transfer, receivership, conservatorship, arrangement, reorganization, moratorium and other similar laws affecting or relating to the rights of creditors and mortgagees generally, (b) general equitable principles (whether considered in a proceeding in equity or at law), and (c) requirements of reasonableness, good faith, materiality and fair dealing and the discretion of the court before which any matter may be brought.

We express no opinion herein as to titles to property, franchises, or the validity and priority of the lien purported to be created by the Indenture or the security provided thereby, or any recordation, filing or perfection of such lien, the Indenture or any related financing statements.

Our opinion set forth in this letter is limited to the law of the State of New York, as in effect on the date hereof. Insofar as our opinion set forth in this letter relates to or is dependent upon matters governed by the law of the Commonwealth of Kentucky, we have relied exclusively upon the opinions expressed or otherwise encompassed in the letter of even date herewith addressed to you by John R. Crockett III, General Counsel, Chief Compliance Officer and Corporate Secretary, of the Company, subject to the assumptions, limitations and qualifications set forth therein. In rendering his opinion to you, Mr. Crockett may rely as to matters of New York law addressed herein upon this letter as if it were addressed directly to him.

We hereby consent to the filing of this opinion letter as Exhibit 5(c) to the Company's Current Report on Form 8-K to be filed by the Company with the Commission and the incorporation thereof by reference into the Registration Statement and to the use of our name under the caption "Validity of the Bonds" in the Prospectus. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Pillsbury Winthrop Shaw Pittman LLP

[Letterhead of Pillsbury Winthrop Shaw Pittman LLP]

April 1, 2019

Kentucky Utilities Company  
One Quality Street  
Lexington, Kentucky 40507  
Ladies and Gentlemen:

We have acted as special counsel to Kentucky Utilities Company (the "Company") in connection with the issuance and sale by the Company of \$300,000,000 in aggregate principal amount of its First Mortgage Bonds, 4.375% Series due 2045 (the "Bonds"). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-223142-01, the "Registration Statement"), filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933 (the "Act"), and related prospectus, dated February 22, 2018, as supplemented by the prospectus supplement dated March 18, 2019 relating to the offer and sale of the Bonds (as so supplemented, the "Prospectus").

The Bonds are being issued under an Indenture, dated as of October 1, 2010, of the Company to The Bank of New York Mellon, as trustee (the "Trustee"), as heretofore amended and supplemented and as further supplemented by Supplemental Indenture No. 7 thereto, (the "Supplemental Indenture"), dated as of March 1, 2019, providing for the Bonds (such Indenture, as so supplemented, being referred to herein as the "Indenture"). The Bonds are being sold pursuant to the Underwriting Agreement, dated March 18, 2019 (the "Underwriting Agreement"), between the Company and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Mizuho Securities USA LLC and MUFG Securities Americas Inc., as representatives of the several underwriters named therein.

We have reviewed and are familiar with the Registration Statement, the Prospectus, the Indenture (including the Supplemental Indenture and the Officer's Certificates pursuant to Section 301 of the Indenture, establishing certain terms of the Bonds, and the form of Bond), the Underwriting Agreement and such other documents, corporate proceedings and other matters as we have considered relevant or necessary as a basis for our opinion in this letter. In such review, we have assumed the accuracy and completeness of all agreements, documents, records, certificates and other materials submitted to us, the conformity with the originals of all such materials submitted to us as copies (whether or not certified and including facsimiles), the authenticity of the originals of such materials and all materials submitted to us as originals, the genuineness of all signatures and the legal capacity of all natural persons. We understand that the Registration Statement has become effective under the Act and we assume that such effectiveness has not been terminated or rescinded.

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April 1, 2019

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On the basis of the assumptions and subject to the qualifications and limitations set forth herein, we are of the opinion that, when the Bonds have been executed and delivered by the Company and authenticated and delivered by the Trustee in the manner provided for in the Indenture, and have been delivered against payment therefor as contemplated in the Underwriting Agreement, the Bonds will be valid and legally binding obligations of the Company, except as may be subject to and limited by the effect of (a) applicable bankruptcy, insolvency, fraudulent conveyance and transfer, receivership, conservatorship, arrangement, reorganization, moratorium and other similar laws affecting or relating to the rights of creditors and mortgagees generally, (b) general equitable principles (whether considered in a proceeding in equity or at law), and (c) requirements of reasonableness, good faith, materiality and fair dealing and the discretion of the court before which any matter may be brought.

We express no opinion herein as to titles to property, franchises, or the validity and priority of the lien purported to be created by the Indenture or the security provided thereby, or any recordation, filing or perfection of such lien, the Indenture or any related financing statements.

Our opinion set forth in this letter is limited to the law of the State of New York, as in effect on the date hereof. Insofar as our opinion set forth in this letter relates to or is dependent upon matters governed by the laws of the Commonwealths of Kentucky and Virginia and the State of Tennessee, we have relied exclusively upon the opinions expressed or otherwise encompassed in the letters of even date herewith addressed to you by John R. Crockett III, General Counsel, Chief Compliance Officer and Corporate Secretary, of the Company and Stoll Keenon Ogden PLLC, special Kentucky counsel of the Company, subject to the assumptions, limitations and qualifications set forth therein. In rendering their opinions to you, Mr. Crockett and Stoll Keenon Ogden PLLC may rely as to matters of New York law addressed herein upon this letter as if it were addressed directly to them.

We hereby consent to the filing of this opinion letter as Exhibit 5(d) to the Company's Current Report on Form 8-K to be filed by the Company with the Commission and the incorporation thereof by reference into the Registration Statement and to the use of our name under the caption "Validity of the Bonds" in the Prospectus. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Pillsbury Winthrop Shaw Pittman LLP



[Letterhead of Stoll Keenon Ogden PLLC]

April 1, 2019

Kentucky Utilities Company  
One Quality Street  
Lexington, Kentucky 40507

Ladies and Gentlemen:

We are acting as special counsel to Kentucky Utilities Company (the "*Company*") in connection with the issuance and sale by the Company of \$300,000,000.00 of the Company's 4.375% First Mortgage Bonds due 2045 (the "Bonds"). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-223142-01) dated February 22, 2018 (the "*Registration Statement*") filed by the Company with the Securities and Exchange Commission (the "*SEC*") under the Securities Act of 1933, as amended (the "*Securities Act*"), the Bonds and related prospectus, dated February 22, 2018, as supplemented by the prospectus supplement dated March 18, 2019 relating to the offer and sale of the Bonds (as so supplemented, the "Prospectus"). The Bonds are being issued under the Company's Indenture dated as of October 1, 2010, as supplemented (the "*Indenture*"), to The Bank of New York Mellon, as Trustee.

We have reviewed the Indenture, the Officer's Certificates of the Company dated September 28, 2015, and April 1, 2019, pursuant to Sections 201 and 301 of the Indenture, establishing the terms and characteristics of the Bonds, and the records of various corporate and other actions taken by the Company in connection with the issuance of the Bonds. As to various questions of fact relevant to the opinions set forth below, we have relied upon certificates and other oral and written assurances of public officials and officers or other employees of the Company, its subsidiaries and its affiliates. In addition, we have reviewed such other documents and satisfied ourselves as to such other matters as we have deemed appropriate in order to render this opinion. We understand the Registration Statement has become effective under the Securities Act and we assume that at the time of issuance of the Bonds, such effectiveness shall not have been terminated or rescinded and that there shall not have been any change in law or any authorization affecting the legality or validity of the Bonds.

Based on the foregoing and, to the extent indicated below, in reliance upon the opinion of other counsel hereinafter mentioned, we are of the opinion that the Bonds, when issued and delivered by the Company and authenticated by the Trustee in accordance with the Indenture and as contemplated in the Registration Statement, will be legally issued and binding obligations of the Company.

Our opinion as to the legal and binding nature of the Company's obligations is subject to laws relating to or affecting generally the enforcement of creditors' and mortgagees' rights, including, without limitation, bankruptcy, insolvency or reorganization laws and general principles of equity and by requirements of reasonableness, good faith and fair dealing. We express no opinion with respect to the lien of the Indenture.

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Kentucky Utilities Company  
April 1, 2019  
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This opinion is limited to the law of the Commonwealths of Kentucky and Virginia and the State of Tennessee. We express no opinion whatsoever as to the securities laws of any jurisdiction, including the federal securities laws. Insofar as the opinions set forth herein are dependent upon or affected by matters governed by the laws of the State of New York, we have relied upon the opinion of even date herewith of Pillsbury Winthrop Shaw Pittman LLP. In rendering their opinions to you of even date herewith, Pillsbury Winthrop Shaw Pittman LLP and John R. Crockett III may rely as to matters governed by the law of the Commonwealths of Kentucky and Virginia and the State of Tennessee upon this letter as if it were addressed directly to them.

We hereby authorize and consent to the use of this opinion as Exhibit 5(c) to the Company's Current Report on Form 8-K to be filed by the Company with the SEC and the incorporation thereof by reference into the Registration Statement and to the use of our name under the caption "Validity of the Bonds" in the Prospectus. In giving this consent, we do not hereby concede that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC thereunder.

Very truly yours,

STOLL KEENON OGDEN PLLC

By: /s/ Anthony L. Schnell  
Member