

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): March 20, 2023

<u>Commission File Number</u>	<u>Registrant; State of Incorporation; Address and Telephone Number</u>	<u>IRS Employer Identification No.</u>
1-11459	PPL Corporation (Exact name of Registrant as specified in its charter) Pennsylvania Two North Ninth Street Allentown, PA 18101-1179 (610) 774-5151	23-2758192
1-2893	Louisville Gas and Electric Company (Exact name of Registrant as specified in its charter) Kentucky 220 West Main Street Louisville, KY 40202-1377 (502) 627-2000	61-0264150
1-3464	Kentucky Utilities Company (Exact name of Registrant as specified in its charter) Kentucky and Virginia One Quality Street Lexington, KY 40507-1462 (502) 627-2000	61-0247570

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))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol:</u>	<u>Name of each exchange on which registered</u>
Common Stock of PPL Corporation	PPL	New York Stock Exchange
Junior Subordinated Notes of PPL Capital Funding, Inc. 2007 Series A due 2067	PPL/67	New York Stock Exchange

Indicate by a check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

- PPL Corporation
- Louisville Gas and Electric Company
- Kentucky Utilities 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.

- PPL Corporation
 - Louisville Gas and Electric Company
 - Kentucky Utilities Company
-

Section 2 – Financial Information

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

and

Section 8 – Other Events

Item 8.01 Other Events

Louisville Gas and Electric Company

On March 20, 2023, Louisville Gas and Electric Company ("LG&E") issued \$400,000,000 aggregate principal amount of 5.450% First Mortgage Bonds due 2033 (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. 8 thereto (the "LG&E Supplemental Indenture"), dated as of March 1, 2023. 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 in 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 15, 2033, subject to early redemption. LG&E intends to use the net proceeds from the sale of the LG&E Bonds to repay debt and for 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 Statement No. 333-253290-02).

The LG&E Supplemental Indenture and Officer's Certificate are filed with this report as Exhibits 4(a) and 4(b).

Kentucky Utilities Company

On March 20, 2023, Kentucky Utilities Company ("KU") issued \$400,000,000 aggregate principal amount of 5.450% First Mortgage Bonds due 2033 (the "KU Bonds").

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. 9 thereto (the "KU Supplemental Indenture"), dated as of March 1, 2023. 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 in the generation, transmission and distribution of electricity, as described therein.

The KU Bonds are due April 15, 2033, subject to early redemption. KU intends to use the net proceeds from the sale of the KU Bonds to repay debt and for 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. 333-253290-01).

The KU Supplemental Indenture and Officer's Certificate are filed with this report as Exhibits 4(c) and 4(d).

Section 9 - Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

- (d) Exhibits
- [4\(a\)](#) - Supplemental Indenture No. 8, dated as of March 1, 2023, of Louisville Gas and Electric Company to The Bank of New York Mellon, as Trustee.
 - [4\(b\)](#) - Officer's Certificate, dated March 20, 2023 establishing certain terms of the LG&E Bonds.
 - [4\(c\)](#) - Supplemental Indenture No. 9, dated as of March 1, 2023, of Kentucky Utilities Company to The Bank of New York Mellon, as Trustee.
 - [4\(d\)](#) - Officer's Certificate, dated March 20, 2023 establishing certain terms of the KU Bonds.
 - [5\(a\)](#) - Opinion of John P. Fendig, Corporate Secretary and Senior Counsel of Louisville Gas and Electric Company.
 - [5\(b\)](#) - Opinion of Bracewell LLP relating to the LG&E Bonds.
 - [5\(c\)](#) - Opinion of Stoll Keenon Ogden PLLC relating to the LG&E Bonds.
 - [5\(d\)](#) - Opinion of John P. Fendig, Corporate Secretary and Senior Counsel of Kentucky Utilities Company.
 - [5\(e\)](#) - Opinion of Bracewell LLP relating to the of KU Bonds.
 - [5\(f\)](#) - Opinion of Stoll Keenon Ogden PLLC relating to the KU Bonds.
 - 23(a) - Consent of John P. Fendig, Corporate Secretary and Senior Counsel of Louisville Gas and Electric Company (included as part of Exhibit 5(a)).
 - 23(b) - Consent of Bracewell LLP (included as part of Exhibit 5(b)).
 - 23(c) - Consent of Stoll Keenon Ogden PLLC (included as part of Exhibit 5(c)).
 - 23(d) - Consent of John P. Fendig, Corporate Secretary and Senior Counsel of Kentucky Utilities Company (included as part of Exhibit 5(d)).
 - 23(e) - Consent of Bracewell LLP (included as part of Exhibit 5(e)).
 - 23(f) - Consent of Stoll Keenon Ogden PLLC (included as part of Exhibit 5(f)).
 - 104 - Cover Page Interactive Data File (embedded within the Inline XBRL document).
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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, each Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PPL CORPORATION

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

LOUISVILLE GAS AND ELECTRIC COMPANY

By: /s/ Christopher M. Garrett
Christopher M. Garrett
Vice President-Finance and Accounting

KENTUCKY UTILITIES COMPANY

By: /s/ Christopher M. Garrett
Christopher M. Garrett
Vice President-Finance and Accounting

Dated: March 20, 2023

LOUISVILLE GAS AND ELECTRIC COMPANY

TO

THE BANK OF NEW YORK MELLON,

Trustee

**Supplemental Indenture No. 8
dated as of March 1, 2023**

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

**Establishing
First Mortgage Bonds, 5.450% Series due 2033**

SUPPLEMENTAL INDENTURE NO. 8

SUPPLEMENTAL INDENTURE No. 8, dated as of the 1st day of March, 2023, 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. 8 being supplemental thereto. The Original Indenture, as heretofore supplemented, and this Supplemental Indenture No. 8 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 Supplemental Indenture No. 7. Supplemental Indenture No. 7 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 hereinafter sometimes called “Securities of Series No. 10”.

Pursuant to clauses (e) and (f) of Section 1401 and clause (g) of Section 301 of the Original Indenture, the Company wishes to modify the period during which notices of redemption may be sent with respect to the Securities of Series No. 10.

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. 10. The Company has duly authorized the execution and delivery of this Supplemental Indenture No. 8 to establish the designation and certain terms of the Securities of such series and has duly authorized the issuance of such Securities; and all acts necessary to make this Supplemental Indenture No. 8 a valid agreement of the Company, and to make the Securities of Series No. 10 valid obligations of the Company, have been performed.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE NO. 8 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, the Company's right, title and interest in (a) 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 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:

ARTICLE ONE

SECURITIES OF SERIES NO. 10

SECTION 101. Creation of Series No. 10.

There is hereby created a series of Securities designated "First Mortgage Bonds, 5.450% Series due 2033", 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 March 20, 2023;

(c) have a Stated Maturity of April 15, 2033, 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.

SECTION 102. Amendment.

With respect to the Securities of Series No. 10, notwithstanding the first sentence of Section 504 of the Original Indenture, notice of redemption of the Securities of Series No. 10 shall be given in the manner provided in Section 109 of the Original Indenture to the Holders of such Securities to be redeemed not less than 10 nor more than 60 days prior to the Redemption Date.

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. 10, 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 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. 8 is an amendment and supplement to the Original Indenture as heretofore amended and supplemented. As amended and supplemented by this Supplemental Indenture No. 8, 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. 8 shall together constitute the Indenture.

SECTION 302. Effect of Headings.

The Article and Section headings in this Supplemental Indenture No. 8 are for convenience only and shall not affect the construction hereof.

SECTION 303. Electronic Means. With respect to the Securities of Series No. 10:

The Trustee shall have the right to accept and act upon instructions (“Instructions”), including fund transfer instructions given pursuant to this Supplemental Indenture No. 8 and delivered using Electronic Means; provided, however, that the Company shall provide to the Trustee an incumbency certificate listing officers and other Company personnel with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing or promptly upon reasonable request of the Trustee. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its reasonable discretion elects to act upon such Instructions, the Trustee’s reasonable understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee shall be entitled to reasonably presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall establish reasonable procedures to ensure that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers shall safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys provided to the Company. The Trustee shall use reasonable efforts to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys provided to the Trustee in accordance with its regular procedures. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reasonable reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of the Electronic Means it selects to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. For purposes of this Section 303, “Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

SECTION 304. Tax Matters.

The Company agrees, subject to applicable law, (i) to provide the Trustee, upon written request, with such reasonable tax information as it has obtained in the ordinary course and has readily available in its possession to enable the Trustee to determine whether any payments pursuant to this Supplemental Indenture No. 8 are subject to the withholding requirements described in Section 1471(b) of the US Internal Revenue Code of 1986 (the “Code”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations, or agreements thereunder or official interpretations thereof (“FATCA”) and (ii) that the Trustee shall be entitled to make any withholding or deduction from payments under this Supplemental Indenture No. 8 to the extent necessary to comply with FATCA. The agreement in this Section 304 shall be solely for the benefit of the Trustee in order to assist it in complying with such withholding requirements and shall not be enforceable by any individual holder.

SECTION 305. Recitals.

The recitals contained in this Supplemental Indenture No. 8 shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness and makes no representations as to the validity or sufficiency of this Supplemental Indenture No. 8.

SECTION 306. Counterparts.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 8 to be duly executed as of the day and year first written above.

LOUISVILLE GAS AND ELECTRIC COMPANY

By: /s/ Tadd J. Henninger
Name: Tadd J. Henninger
Title: Authorized Signatory

[Signature Page to Supplemental Indenture No. 8 — Louisville Gas and Electric Utilities Company]

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Stacey B. Poindexter

Name: Stacey B. Poindexter

Title: Vice President

[Signature Page to Supplemental Indenture No. 8 — Louisville Gas and Electric Utilities Company]

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF LEHIGH)

On this 9th day of March, 2023, before me, a notary public, the undersigned, personally appeared Tadd J. Henninger, who acknowledged himself to be an Authorized Signatory of LOUISVILLE GAS AND ELECTRIC COMPANY, a corporation of the Commonwealth of Kentucky and that he, as such Authorized Signatory, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Authorized Signatory.

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

By: /s/ Michelle L. Bartolomei
Notary Public

Printed Name: Michelle Bartolomei

Commission No. 1333990

STATE OF)
) ss.:
COUNTY OF)

On this 10th day of March, 2023, before me, a notary public, the undersigned, personally appeared Stacey B. Poindexter, who acknowledged himself/herself to be a Vice President of THE BANK OF NEW YORK MELLON, a New York banking corporation and that he/she, 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/herself as Vice President.

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

By: /s/ Rafal Bar
Notary Public
Printed Name: Rafal Bar
Commission No. 01BA6293822

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/ Stacey B. Poindexter
Name: Stacey B. Poindexter
Title: Vice President

CERTIFICATE OF PREPARER

The foregoing instrument was prepared by:

Joseph Mandlehr, Counsel
PPL Services Corporation
220 West Main Street
Louisville, KY 40202

/s/ Joseph Mandlehr
Joseph Mandlehr

LOUISVILLE GAS AND ELECTRIC COMPANY

Bonds Issued and Outstanding
under the Indenture

<u>Supplemental Indenture No.</u>	<u>Dated as of</u>	<u>Series No.</u>	<u>Series Designation</u>	<u>Date of Securities</u>	<u>Principal Amount Issued</u>	<u>Principal Amount Outstanding¹</u>
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
7	March 1, 2019	9	4.25% Series due 2049	April 1, 2019	\$400,000,000	\$400,000,000

¹ As of March 1, 2023.

LOUISVILLE GAS AND ELECTRIC COMPANY

Filing and Recording
of Supplemental Indenture No. 7, dated as of March 1, 2019,
to
Indenture, dated as of October 1, 2010

COUNTY	BOOK	PAGE NO.
Breckinridge	MB 463	639
Bullitt	MB 1823	138
Clark	MB 895	7
Green	MB 323	339
Hardin	MB 2262	468
Hart	MB 408	601
Henry	MB 363	213
Jefferson	MB 15892	173
Larue	MB 379	397
Meade	MB 889	101
Metcalfe	BK 182	460
Muhlenberg	MB 707	877
Nelson	MB 1201	550
Oldham	MB 2341	507
Shelby	MB 118	134
Trimble	MB 225	326

LOUISVILLE GAS AND ELECTRIC COMPANY

Real Property

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

Jefferson County, Kentucky:

BEING TRACT 1 as shown on the Minor Subdivision Plat attached hereto as Exhibit A and approved by the Louisville Metro Planning Commission on February 27, 2019, under Docket #18MINORPLAT1209.

BEING the same Property conveyed to Louisville Gas and Electric Company by Deed dated March 15, 2019, and of record in Deed Book 11369, Page 305, in the Office of the Clerk of Jefferson County, Kentucky.

Jefferson County, Kentucky:

Being the land lying west of the land owned by John Hagan et. ux. (D.B. 8738, Page 911) and being more particularly described as follows:

BEGINNING at a Mag Nail with 2" Aluminum Washer set in the concrete base of an existing LG&E Electric Transmission Pole foundation, said Mag Nail being:

- The southwest corner of the land being described
- The northwest corner of Gregory A. Wilson et. ux. (D.B. 6656, Page 473)
- A northern corner of an unknown land owner
- lying on the eastern right-of-way of the Paducah and Louisville Railway and being 28 feet from the centerline of the tracks
- having Kentucky State Plane – North Zone (NAD83) coordinates of N=243273.35 E=1186386.52
- being approximately 100 feet north from the intersection of centerline of Romania Drive and Blanton Lane
- lying within the City of Louisville, Jefferson County, KY
- and being the Point of Beginning for this description

Thence leaving said corner and with the eastern right-of-way of the Paducah and Louisville Railway with a line being 28 feet east of and parallel to the centerline of the railroad tracks, N26°04'48"E - 206.18 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 the southwest corner of Prodigy Investments OP, LLC (D.B. 11153, Page 113) and being the Northwest corner of the land being described, *(said pin also being S86°16'18"W – 5.29 feet from a 1" pipe found)*;

Thence leaving the right-of-way of the Paducah and Louisville Railway and with the southern boundary line of Prodigy Investments OP, LLC (D.B. 11153, Page 113), N89°18'31"E - 317.05 to a 1" Iron Pipe Found, said pipe being on the southern boundary line of Prodigy Investments OP, LLC (D.B. 11153, Page 113) and being the Northwest corner of John Hagan et. ux. (D.B. 8738, Page 911);

Thence leaving the southern boundary line Prodigy Investments OP, LLC (D.B. 11153, Page 113) and with the western boundary line of John Hagan et. ux. (D.B. 8738, Page 911), S06°37'17"W – 218.09 feet to the southwestern corner of John Hagan et. ux. (D.B. 8738, Page 911) and continuing an additional 15.58 feet for a total distance of 233.67 feet, crossing into a 30' private roadway dedicated on Plat Recorded in Plat Book 1, Page 38, to a point lying near the center of the private gravel roadway known as Romania Drive and being on the northern boundary line Gregory A. Wilson et. ux. (D.B. 6656, Page 473);

Thence generally following the center of Romania Drive and with the northern boundary line of Gregory A. Wilson et. ux. (D.B. 6656, Page 473), N83°32'29"W - 383.16 feet to the Point of Beginning and containing 1.698 acres by survey.

This description prepared from a physical survey conducted by David L. King II, AGE Engineering Services, Inc., Ky. R.L.S. #3916, dated the 6th day of May, 2019.

BEING the same Property conveyed to Louisville Gas and Electric Company by Deed dated May 28, 2019, and of record in Deed Book 11415, Page 903, in the Office of the Clerk of Jefferson County, Kentucky.

Jefferson County, Kentucky:

Being a certain tract of parcel of real estate known as Lot 36, erroneously referred to previously as Lot 336, in Bunger Subdivision to Kosmosdale, Jefferson County, Kentucky, as shown by plat of said Subdivision recorded in the Jefferson County, Kentucky Court Clerk's Office in Plat and Subdivision Book 8, Page 1.

The above legal description is hereby replaced with the following legal description created from a physical survey conducted by Douglas G. Gooch, AGE Engineering Services, Inc., Ky. P.L.S. #3118, dated the 12th day of September, 2022:

BEGINNING at an iron pin set (5/8" x 18" rebar with aluminum cap bearing PLS-3118, as will be typical for all set corner monuments), said pin:

- Being 19.5 feet southwest from the centerline of Shipley Lane

- Being on the southern edge of right-of-way of Shipley Lane (Plat Book 8, Page 1)
- Having KY North Zone (NAD83) coordinates of N=205340.48, E=1165167.20
- Lying on the eastern boundary line of Louisville Gas and Electric Company (D.B. 4101, PG. 341, Lot 7, Plat Book 1, Page 178)
- Being the northwest corner of the land being surveyed
- Lying near the Community of Kosmosdale, Jefferson County, Kentucky and being the POINT OF BEGINNING for this description;

Thence leaving the boundary line of Louisville Gas and Electric Company (D.B. 4101, PG. 341, Lot 7, Plat Book 1, Page 178) and with the southern edge of right-of-way of Shipley Lane, S54°34'10"E – 120.55 FEET to a 1" pipe found, said pipe being 19.5 feet southwest from centerline of Shipley Lane and being the northwest corner of Claire Ann Bratcher (D.B. 3954, Page 427, being Lot 35 of the Bunger Subdivision Plat Book 8, Page 1) and being the northeast corner of the land being surveyed;

Thence leaving the right-of-way of Shipley Lane and with the western boundary line of Bratcher, S33°54'50"W – 593.67 FEET to an iron pin set, said pin being on the northern boundary line Louisville Gas & Electric Company (D.B. 4289, Page 262) and being the southwest corner of Bratcher and being N33°54'50"E – 0.62 feet from a 1" pipe found;

Thence leaving the line of Bratcher and with the line of Louisville Gas & Electric Company (D.B. 4289, Page 262), N55°08'03"W passing an iron witness pin set at 128.88 FEET, and continuing an additional 0.40 feet, for a total distance of 129.28 FEET to a concrete monument found, said concrete monument being the northwest corner of Louisville Gas & Electric Company (D.B. 4289, Page 262) and being on the eastern boundary line of Louisville Gas and Electric Company (D.B. 4101, PG. 341, Lot 7, Plat Book 1, Page 178) and being the southwest corner of the land being surveyed;

Thence leaving the line of Louisville Gas & Electric Company (D.B. 4289, Page 262) and with the line of Louisville Gas and Electric Company (D.B. 4101, PG. 341, Lot 7, Plat Book 1, Page 178), N34°45'25"E – passing an iron witness pin set at 0.51 feet and continuing an additional 594.27 feet for a total distance of 594.78 FEET to the Point of Beginning and containing 1.704 acres by survey.

BEING the same Property conveyed to Louisville Gas and Electric Company by Deed dated October 4, 2022, and of record in Deed Book 12469, Page 405, in the Office of the Clerk of Jefferson County, Kentucky.

Meade County, Kentucky:

7.98 acres in fee simple absolute and an easement 25 feet in width located in Meade County, Kentucky, both of which are more fully described below.

AND BEING the same property conveyed to Grantor, Big Rivers Electric Corporation, from John J. Hager and Rhonda Hager, husband and wife, George Gregory Hager, an unmarried person, and Hager Brothers, LLC, a Kentucky limited liability company, by Deed dated November 25, 2020, and recorded in Deed Book 698, Page 355, Office of the Meade County Clerk.

Unless stated otherwise any monument referred to herein as iron pin (set) is a 5/8 inch diameter rebar iron pin, 24 inches in length, with a 1 1/2 inch diameter aluminum cap stamped "AEI LPLS 3723" All bearings stated herein are referred to North based on the Kentucky State Plane Coordinate System, NAD 83, South Zone.

BEGINNING at an iron pin (set), approximately 18 inches below grade and being a new division corner within the John Jeffery Hager 14 and George Gregory Hager 14 property, Deed Book 630, Page 290, Deed 5 and having Kentucky State Plane Coordinates, NAD 83, South Zone of, North: 2,202,134.385' and East: 1,542,730.978'; Thence forming new division lines through the John Jeffery Hager 1/2 and George Gregory Hager 1/2 property, Deed Book 630, Page 290, Deed 5 and the Hager Brother, LLC property, Deed Book 627, Page 234 as follows: North 37°39'22" East - 989.10 feet, to an iron pin (set), approximately 18 inches below grade, a new division corner within the Hager Brother, LLC property, Deed Book 627, Page 234; Thence South 53°04'34" East - 536.95 feet, to an iron pin (set), approximately 18 inches below grade and being a new division corner within the John Jeffery Hager 14 and George Gregory Hager 14 property, Deed Book 630, Page 290, Deed 5; Thence continuing with new division lines through the John Jeffery Hager 1/2 and George Gregory Hager 1/2 property, Deed Book 630, Page 290, Deed 5 the following four (4) courses and distances: South 35°24'01" West- 469.09 feet, to an iron pin (set), approximately 18 inches below grade; Thence North 54°33'16" West- 340.46 feet, to an iron pin (set), approximately 18 inches below grade; Thence South 47°49'35" West- 544.08 feet, to an iron pin (set), approximately 18 inches below grade; Thence North 42°08'26" West-passing an iron pin (set), on line and being in the centerline of the 25 foot easement for ingress and egress for this Tract, at 87.16' a total distance of 121.00 feet, to the point of BEGINNING.

Above description is subject to any, and all electric, telephone, gas, water and sewer, lines and easements, and to all other lines, easements, and Right-of-Ways that may exist, both recorded and unrecorded.

Containing 7.98 Acres as surveyed by James D. Cansler, LPLS #3723, with Associated Engineers, Inc. on August 12, 2020.

25-foot ingress and egress easement

A certain 25-foot ingress and egress easement for benefit of Tract 1- 7.98 Acres as described above and being through a portion of the John Jeffery Hager 1/2 and George Gregory Hager 1/2 property, Deed Book 630, Page 290 as recorded in the Meade County Clerk's Office

Centerline of said easement more particularly described as follows:

Unless stated otherwise any monument referred to herein as iron pin (set) is a 5/8 inch diameter rebar iron pin, 24 inches in length, with a 1 1/2 inch diameter aluminum cap stamped "AEI LPLS 3723" and any monument referred to herein as PK nail (set) is a magnetic PK Nail, with a 2 inch diameter aluminum washer stamped "AEI LPLS 3723". All bearings stated herein are referred to North based on the Kentucky State Plane Coordinate System, NAD 83, South Zone.

BEGINNING at a PK nail (set), in the centerline of a private paved drive and in the Northeastern Right-of-Way line of Kentucky Highway 313, also being a new centerline easement point within the John Jeffery Hager 1/2 and George Gregory Hager 1/2 property, Deed Book 630, Page 290, said point of beginning being referenced South 26°06'15" East- 126.50 feet, from an existing KYTC Right-of-Way monument and said point of beginning having Kentucky State Plane Coordinates, NAD 83, South Zone of, North: 2,201,136.245' and East: 1,541,096.458'; Thence with the centerline of a new 25 foot ingress and egress easement, and being with the centerline of an existing private drive the following twenty two (22) courses and distances: South 44°06,16" East - 278.93 feet, to a PK nail (set); Thence South 46°41'36" East - 812.64 feet, to a PK nail (set); Thence with a curve to the left having a delta angle of 82°41'25", a radius of 100.00', an arc length of 144.32', with a chord bearing and distance of South 88°02'19" East - 132.12 feet, to a point; Thence North 50°36'59" East - 232.36 feet, to point; Thence with a curve with a curve to the left having a delta angle of 23°37'06", a radius of 50.00', an arc length of 20.61', with a chord bearing and distance of North 38°48'26" East - 20.47 feet, to a PK nail (set); Thence North 26°59'53" East - 60.24 feet, to a PK nail (set); Thence with a curve to the right having a delta angle of 36°27'11", a radius of 50.00', an arc length of 31.81', with a chord bearing and distance of North 45°13'28" East - 31.28 feet, to a point; Thence North 63°27'03" East - 74.11 feet, to a point; Thence with a curve to the left having a delta angle of 110°30'11", a radius of 50.00', an arc length of 96.43', with a chord bearing and distance of North 08°11'58" East - 82.17 feet, to a point; Thence North 47°03'07" West - 59.01 feet, to a point; Thence with a curve to the left having a delta angle of 17°30'48", a radius of 50.00', an arc length of 15.28', with a chord bearing and distance of North 55°48'32" West - 15.22 feet, to a point; Thence North 64°33'56" West - 58.35 feet, to a point; Thence with a curve to the right with a delta angle of 25°21'12", with a radius of 100.00', with an arc length of 44.25', with a chord bearing and distance of North 51°53'20" West - 43.89 feet, to a point; Thence North 39°12'43" West - 198.83 feet, to a point; Thence with a curve to the right having a delta angle of 45°19'52", a radius of 50.00', an arc length of 39.56', with a chord bearing and distance of North 16°32'47" West - 38.54 feet, to a point; Thence North 06°07'09" East - 95.27 feet, to a point; Thence with a curve to the left having a delta angle of 52°40'59", a radius of 50.00', an arc length of 45.97', with a chord bearing and distance of North 20°13'21" West - 44.37 feet, to a point; Thence North 46°33'51" West - 123.58 feet, to a point; Thence with a curve to the right having a delta angle of 89°23'33", a radius of 25.00', an arc length of 39.00', with a chord bearing and distance of North 01°52'04" West - 35.17 feet, to an iron pin (set); Thence North 42°49'43" East - 313.35 feet, to an iron pin (set); Thence North 44°39'57" East - 370.67 feet, to a point; Thence North 43°26'32" East - 468.12 feet, to an iron pin (set), in the South line of Tract 1-7.98 Acres and the terminus point of this easement.

BEING the same Property conveyed to Louisville Gas and Electric Company by Deed dated March 14, 2022, and of record in Deed Book 720, Page 256, in the Office of the Clerk of Meade County, Kentucky.

Trimble County, Kentucky:

This being PARCEL 1 of that property acquired by Dallas L. McCutchen by deed of record in Deed Book 106, page 762, in the Trimble County Court Clerk's Office and being more particularly described as follows:

BEGINNING at 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:

- the Northeast Corner of the land being surveyed
- at the intersection of the western right-of-way of Ogden Ridge Road (RW Book 2, Page 202) and the southern right-of-way of Wentworth Road
- 30 feet west of the centerline of Ogden Ridge Road
- 25 feet south of the centerline of Wentworth Road
- having Kentucky State Plane North Zone (NAD83) Coordinates of N=406620.77
E=1315854.63
- lying within Trimble County, Kentucky
- Being the POINT OF BEGINNING for this description

Thence leaving the right-of-way of Wentworth Road and with the western right-of-way of Ogden Ridge Road the following six courses:

S08°26'54"W - 57.35 feet to a point,
S08°06'07"W - 66.96 feet to a point,
S03°33'56"W - 49.08 feet to a point,
S01°14'15"E - 69.61 feet to a point,
S04°11'01"E - 50.71 feet to a point and
S05°02'08"E - 6.63 feet to an iron pin set, said pin being a corner of Donald & Brenda Stansbury (D.B. 91, Pg. 101) and lying on the western right-of-way of Ogden Ridge Road and being 30 feet west of the road centerline;

Thence leaving the right-of-way of Ogden Ridge Road and with boundary line of said Stansbury, S70°49'49"W – passing an iron witness pin set at 302.08 feet and continuing an additional 0.69 feet for a total distance of 302.77 feet to a wood corner post found;

Thence continuing with the line of said Stansbury, N11°34'53"W – passing an iron witness pin set at 1.00 feet and continuing an additional 314.96 feet for a total distance of 315.96 feet to an iron pin set on the southern right-of-way of Wentworth Road, said pin being 25 feet south of the centerline and being a corner of said Stansbury;

Thence leaving the line of said Stansbury and with the southern right-of-way of Wentworth Road the following four courses:

N74°51'43"E - 58.10 feet to a point,
N75°05'49"E - 97.46 feet to a point,
N75°59'59"E - 99.43 feet to a point, and

N78°18'14"E - 120.30 feet to the POINT OF BEGINNING for this description and containing 2.294 acres by survey;

This description prepared from a physical survey conducted by David L. King II, AGE Engineering Services, Inc., Ky. P.L.S. #3916, dated November 8, 2019.

BEING the same Property conveyed to Louisville Gas and Electric Company by Deed dated November 26, 2019, and of record in Deed Book 153, Page 404, in the Office of the Clerk of Trimble County, Kentucky.

Trimble County, Kentucky:

Property Address: 251 Howard Leach Road, Bedford, Kentucky 40006
Map No. 010-00-00-042.00

A certain tract or parcel (comprised of two adjoining tracts) of land located on the Mt. Pleasant Road, about six miles west of Bedford, Kentucky, more particularly described as follows:

BEGINNING at a point in the center of the Mt. Pleasant Road, corner to the land of Oscar Ogden; thence with the fence line of said Ogden and with the line of Ernest Dean, South 22 degrees East, 47.60 chains to a post, corner to said Dean and Fisher; thence with the line fence of said Fisher, South 60 $\frac{3}{4}$ degrees West, 32.75 chains to a post, corner to Martin and Ed Mahoney; thence with the fence line of said Mahoney and A. Vandergriff, North 22 degrees West, 48 chains to a point in the middle of the aforesaid road; corner to said Vandergriff; thence with the center of said road, North 63 degrees East, 13.34 chains to a point in the center of same, corner to Don Tandy; thence with the line of said Tandy, South 28 $\frac{3}{4}$ degrees East, 2.37 chains to a stone, corner to same, thence with same, North 55 $\frac{1}{2}$ degrees East, 5.51 chains to a stone, corner to same; thence with same North 23 $\frac{1}{2}$ degrees West, 1.66 chains to a point in the center of the aforesaid road, thence with the center of said road North 57 $\frac{3}{4}$ degrees East, 7.46 chains; and North 62 $\frac{3}{4}$ degrees East, 6.11 chains to the point of beginning. CONTAINING 153.50 acres, more or less, according to survey made February 6, 1953 by J. Wirt Turner, Jr., Surveyor, New Castle, Kentucky.

THERE IS EXCEPTED FROM THE ABOVE DESCRIBED REAL ESTATE AND NOT CONVEYED HEREIN THE FOLLOWING DESCRIBED PROPERTY TO WIT:

A certain tract of land located in Trimble County, Kentucky on the east side of Howard Leach Road approximately 0.13 miles south of the intersection of Howard Leach Road and Ogden Ridge Road and further described as follows:

Unless noted otherwise, any monument referred to as a "set iron pin" is a $\frac{1}{2}$ inch x 18 inch rebar with a plastic cap stamped "BATTS PLS 2119". The basis of bearings is from a magnetic bearing observed on June 8, 2002.

BEGINNING at a set mag nail at the intersection of Howard Leach Road and Ogden Ridge Road; thence with the centerline of Howard Leach Road for the following 3 calls, South 10 degrees 26 minutes 28 seconds East, a distance of 130.52 feet to a set mag nail; thence South 13 degrees 59

minutes 33 seconds East, a distance of 474.05 feet to a set mag nail; thence South 15 degrees 09 minutes 22 seconds East, a distance of 90.06 feet to a set mag nail and the TRUE POINT OF BEGINNING; thence a new division line for the following 6 calls, North 82 degrees 10 minutes 57 seconds East, passing through a set iron pin at 8.00 feet, a total distance of 289.22 feet to a set iron pin; thence South 07 degrees 49 minutes 01 seconds East, a distance of 389.62 feet to a set iron pin witnessed by a post in an existing fence line; thence with the existing fence line South 75 degrees 36 minutes 54 seconds West, a distance of 140.16 feet to a set iron pin witnessed by a post; thence North 06 degrees 11 minutes 22 seconds West, a distance of 64.65 feet to a set iron pin; thence North 53 degrees 29 minutes 49 seconds West, a distance of 98.01 feet to a set iron pin; thence North 68 degrees 13 minutes 22 seconds West, passing through a set iron pin at 78.95 feet, a total distance of 93.95 feet to a set mag nail in the centerline of Howard Leach Road; thence with the centerline of Howard Leach Road for the following 3 calls, North 11 degrees 03 minutes 27 seconds East, a distance of 33.28 feet to a set mag nail; thence North 03 degrees 20 minutes 57 seconds West, a distance of 64.11 feet to a set mag nail; thence North 14 degrees 41 minutes 26 seconds West, a distance of 131.68 feet to the TRUE POINT OF BEGINNING. The above described parcel contains 2.17 acres and is subject to all right of ways, easements, and passways of record and in existence. This legal description is derived from a survey by R.B. Batts, PLS #2119, done on June 8, 2002.

The above legal description is hereby replaced by the following legal description prepared from a physical survey conducted by John Henry Russell, AGE Engineering Services, Inc., Kentucky P.L.S. #4048, dated the 16th day of December, 2020, and also being Tract 1 on the Boundary Retracement Survey attached as Exhibit A-1 to the Deed of record in Deed Book 157, Page 682 in the Office of the Clerk of Trimble County, Kentucky:

Tract 1 being more particularly described as follows:

Beginning at a MAG nail set, said MAG nail set being a 2" x 1/4" MAG nail with washer bearing P.L.S. #4048, as will be typical for all MAG nails set, being in the centerline of Ogden Ridge Road (no right-of-way deed found), being the northeast property corner of Louisville Gas and Electric Company (D.B. 149, Pg. 132), having Kentucky State Plane Coordinate System – North Zone Coordinates of N=401276.42, E=1312180.26 and being the Point of Beginning for this description;

Thence leaving the property of Louisville Gas and Electric Company (D.B. 149, Pg. 132) and continuing along the centerline of Ogden Ridge Road (no right-of-way deed found) the following four (4) calls: N 65°04'04" E – 130.01 feet to an unmarked point, N 63°20'03" E – 446.14 feet to an unmarked point, N 64°45'53" E – 200.03 feet to an unmarked point and N 65°51'49" E – 105.38 feet to a MAG nail set, said MAG nail being in the centerline of Ogden Ridge Road (no right-of-way deed found) and being a corner of Tract 1 being surveyed this day;

Thence leaving the centerline of Ogden Ridge Road (no right-of-way deed found) and continuing along the property of Louisville Gas and Electric Company (D.B. 63, Pg. 615, Tract 4) the following four (4) calls: S 30°27'51" E – passing an iron pin found with no id cap at 27.89 feet and continuing for a total distance of 153.96 feet to a 3/8" iron pin found incased in concrete, N 57°49'17" E – 363.39 feet to an iron pin found with no id cap, N 21°14'02" W – passing an iron pin found with no id cap at 80.29 feet and continuing for a total distance of 110.31 feet to a MAG

nail set, said MAG nail being in the centerline of Ogden Ridge Road (no right-of-way deed found) and being a corner of Tract 1 being surveyed this day;

Thence continuing along the centerline of Ogden Ridge Road (no right-of-way deed found) the following eight (8) calls: N 58°50'01" E – 86.02 feet to an unmarked point, N 59°21'22" E – 147.45 feet to an unmarked point, N 58°15'57" E – 124.03 feet to an unmarked point, N 58°20'13" E – 84.78 feet to a MAG nail set, said MAG nail being in the centerline of Ogden Ridge Road (no right-of-way deed found) and having Kentucky State Plane Coordinate System – North Zone Coordinates of N=402052.87, E=1313697.73, N 60°25'13" E – 152.75 feet to an unmarked point, N 62°48'27" E – 80.83 feet to an unmarked point, N 63°20'39" E – 92.59 feet to an unmarked point and N 63°49'24" E – 126.21 feet to a MAG nail set, said MAG nail being in the centerline of Ogden Ridge Road (no right-of-way deed found) and being a corner of Tract 1 being surveyed this day;

Thence leaving the centerline of Ogden Ridge Road (no right-of-way deed found) and continuing along the property of Louisville Gas and Electric Company (D.B. 63, Pg. 615, Tract 2) S 20°45'45" E – passing an iron pin found with no id cap at 25.93 feet and continuing a total distance of 1880.33 feet to a 3/8" iron pin found incased in concrete stamped "LG&E", said iron pin found being the southwest corner of Louisville Gas and Electric Company (D.B. 63, Pg. 615, Tract 2), the northwest corner of William Robert Dean (D.B. 153, Pg. 756) and being a corner of Tract 1 being surveyed this day;

Thence leaving the property of Louisville Gas and Electric Company (D.B. 63, Pg. 615, Tract 2) and continuing with the property of William Robert Dean (D.B. 153, Pg. 756) S 20°26'23" E – 1252.91 feet to an iron pin set at a found corner post, said iron pin set being a 5/8" x 18" rebar with a 2" aluminum cap bearing P.L.S. # 4048, as will be typical for all iron pins set, being the southwest corner of William Robert Dean (D.B. 153, Pg. 756), being in the northern property line of JMJ Farms Inc. (D.B. 77, Pg. 757) and being a corner of Tract 1 being surveyed this day;

Thence leaving the property of William Robert Dean (D.B. 153, Pg. 756) and continuing with the property of JMJ Farms Inc. (D.B. 77, Pg. 757) and Troy and Angela Barnes (D.B. 127, Pg. 298) respectively S 61°45'16" W – 2143.09 feet to a found iron pin P.L.S #3118, said found iron pin being in the northern property line of Troy and Angela Barnes (D.B. 127, Pg. 298), being the southeast corner of Louisville Gas and Electric Company (D.B. 132, Pg. 407), having Kentucky State Plane Coordinate System – North Zone Coordinates of N=398315.95, E=1313314.68 and being a corner of Tract 1 being surveyed this day;

Thence leaving the property of Troy and Angela Barnes (D.B. 127, Pg. 298) and continuing with the property of Louisville Gas and Electric Company (D.B. 132, Pg. 407) N 20°43'49" W – 2614.82 feet to a found iron pin P.L.S #3118, said found iron pin being in the northeast corner of Louisville Gas and Electric Company (D.B. 132, Pg. 407), being the southeast corner of Louisville Gas and Electric Company (D.B. 149, Pg. 132) and being a corner of Tract 1 being surveyed this day;

Thence leaving the property of Louisville Gas and Electric Company (D.B. 132, Pg. 407) and continuing with the property of Louisville Gas and Electric Company (D.B. 149, Pg. 132) N

22°04'38" W – passing an iron pin found P.L.S. # 3868 at 537.12 feet and continuing a total distance of 555.68 feet to the Point of Beginning and containing 152.439 acres by survey.

There is excepted from the above described real estate and not conveyed herein the following described property to wit:

Commencing at a MAG nail set, said MAG nail set being a 2" x 1/4" MAG nail with washer bearing P.L.S. #4048, as will be typical for all MAG nails set, being in the centerline of Ogden Ridge Road (no right-of-way deed found) and having Kentucky State Plane Coordinate System – North Zone Coordinates of N=402052.87, E=1313697.73, Thence leaving the centerline of Ogden Ridge Road (no right-of-way deed found) and along the centerline of Howard Leach Road (no right-of-way deed found) the following three (3) calls: S 16°59'27" E – 130.52 feet to a MAG nail set, S 20°32'32" E – 474.05 feet to a MAG nail set and S 21°42'21" E – 90.06 feet to a MAG nail set, said MAG nail being the Point of Beginning for this description;

Thence leaving the centerline of Howard Leach Road and continuing along the common property line of Kelley W. Leach, Dwaina Richmond and Audrea Mahoney (D.B. 139, Pg. 274) the following eleven (11) calls: N 75°37'59" E – 8.00 feet an iron pin found P.L.S. #2119, N 75°37'58" E – 281.22 feet an iron pin found with no id cap, said iron pin found having Kentucky State Plane Coordinate System – North Zone Coordinates of N=401472.23, E=1314215.69, S 14°22'00" E – 389.62 feet an iron pin found P.L.S. #2119, S 69°03'55" W – 140.16 feet an iron pin found P.L.S. #2119, said iron pin found having Kentucky State Plane Coordinate System – North Zone Coordinates of N=401044.71, E=1314181.46, N 12°44'21" W – 64.65 feet an iron pin set, said iron pin set being a 5/8" x 18" rebar with a 2" aluminum cap bearing P.L.S. # 4048, as will be typical for all iron pins set, N 60°02'48" W – 98.01 feet an iron pin found P.L.S. #2119, N 74°46'21" W – 78.95 feet an iron pin set, N 74°46'20" W – 15.00 feet to a MAG nail set in center of Howard Leach Road, N 04°30'29" E – 33.28 feet to a MAG nail set in center of Howard Leach Road, N 09°53'56" W – 64.11 feet to a MAG nail set in center of Howard Leach Road, N 21°14'25" W – 131.69 feet to the Point of Beginning and containing 2.170 acres by survey. (152.439 acres – 2.170 acres = 150.269 acres in Tract 1).

Tract 1 is subject to all valid and existing conditions, restrictions, covenants, easements, and reservations as may be found in the record chain of title.

BEING the same Property conveyed to Louisville Gas and Electric Company by Deed dated March 16, 2021, and of record in Deed Book 157, Page 682 in the Office of the Clerk of Trimble County, Kentucky.

Trimble County, Kentucky:

A certain tract of land located in Trimble County, Kentucky on the east side of Howard Leach Road approximately 0.13 miles south of the intersection of Howard Leach Road and Ogden Ridge Road and further described as follows:

Unless noted otherwise, any monument referred to as a "set iron pin" is a inch x 18 inch rebar with a plastic cap stamped "BATTS PLS 2119". The basis of bearings is from a magnetic bearing observed on June 8, 2002.

BEGINNING at a set mag nail at the intersection of Howard Leach Road and Ogden Ridge Road; thence with the centerline of Howard Leach Road for the following 3 calls, South 10 degrees 26 minutes 28 seconds East, a distance of 130.52 to a set mag nail; thence South 13 degrees 59 minutes 33 seconds East, a distance of 474.05 feet to a set mag nail; thence South 15 degrees 09 minutes 22 seconds East, a distance of 90.06 feet to a set mag nail and the TRUE POINT OF BEGINNING; thence a new division line for the following 6 calls, North 82 degrees 10 minutes 57 seconds East, passing through a set iron pin at 8.00 feet, a total distance of 289.22 feet to a set iron pin; thence South 07 degrees 49 minutes 01 second East, a distance of 389.62 feet to a set iron pin witnessed by a post in an existing fence line; thence with the existing fence line South 75 degrees 36 minutes 54 seconds West, a distance of 140.16 feet to a set iron pin witnessed by a post; thence North 06 degrees 11 minutes 22 seconds West, a distance of 64.65 feet to a set iron pin; thence North 53 degrees 29 minutes 49 seconds West, a distance of 98.01 feet to a set iron pin; thence North 68 degrees 13 minutes 22 seconds West, passing through a set iron pin at 78.95 feet, a total distance of 93.95 feet to a set mag nail in the centerline of Howard Leach Road; thence with the centerline of Howard Leach Road for the following 3 calls, North 11 degrees 03 minutes 27 seconds East, a distance of 33.28 feet to a set mag nail; thence North 03 degrees 20 minutes 57 seconds West, a distance of 64.11 feet to a set mag nail; thence North 14 degrees 41 minutes 26 seconds West a distance of 131.68 feet to the TRUE POINT OF BEGINNING. The above described parcel contains 2.17 acres and is subject to all right of ways, easements, and passways of record and in existence. This legal description is derived from a survey by R. B. Batts PLS #2119 done on June 8, 2002.

The above legal description is hereby replaced by the following legal description prepared from a physical survey conducted by John Henry Russell, AGE Engineering Services, Inc., Kentucky P.L.S. #4048, dated the 16th day of December, 2020, and also being Tract 2 on the Boundary Retracement Survey attached as Exhibit A-1 to the Deed of record in Deed Book 157, Page 694, in the Office of the Clerk of Trimble County, Kentucky:

Tract 2 being more particularly described as follows:

Commencing at a MAG nail set, said MAG nail set being a 2" x 1/4" MAG nail with washer bearing P.L.S. #4048, as will be typical for all MAG nails set, being in the centerline of Ogden Ridge Road (no right-of-way deed found) and having Kentucky State Plane Coordinate System – North Zone Coordinates of N=402052.87, E=1313697.73, Thence leaving the centerline of Ogden Ridge Road (no right-of-way deed found) and along the centerline of Howard Leach Road (no right-of-way deed found) the following three (3) calls: S 16°59'27" E – 130.52 feet to a MAG nail set, S 20°32'32" E – 474.05 feet to a MAG nail set and S 21°42'21" E – 90.06 feet to a MAG nail set, said MAG nail being the Point of Beginning for this description;

Thence leaving the centerline of Howard Leach Road and continuing along the common property line of Kelley W. Leach, Dwaina Richmond and Audrea Mahoney (D.B. 139, Pg. 274) the

following eleven (11) calls: N 75°37'59" E – 8.00 feet an iron pin found P.L.S. #2119, N 75°37'58" E – 281.22 feet an iron pin found with no id cap, said iron pin found having Kentucky State Plane Coordinate System – North Zone Coordinates of N=401472.23, E=1314215.69, S 14°22'00" E – 389.62 feet an iron pin found P.L.S. #2119, S 69°03'55" W – 140.16 feet an iron pin found P.L.S. #2119, said iron pin found having Kentucky State Plane Coordinate System – North Zone Coordinates of N=401044.71, E=1314181.46, N 12°44'21" W – 64.65 feet an iron pin set, said iron pin set being a 5/8" x 18" rebar with a 2" aluminum cap bearing P.L.S. # 4048, as will be typical for all iron pins set, N 60°02'48" W – 98.01 feet an iron pin found P.L.S. #2119, N 74°46'21" W – 78.95 feet an iron pin set, N 74°46'20" W – 15.00 feet to a MAG nail set in center of Howard Leach Road, N 04°30'29" E – 33.28 feet to a MAG nail set in center of Howard Leach Road, N 09°53'56" W – 64.11 feet to a MAG nail set in center of Howard Leach Road, N 21°14'25" W – 131.69 feet to the Point of Beginning and containing 2.170 acres by survey.

Tract 2 is subject to all valid and existing conditions, restrictions, covenants, easements, and reservations as may be found in the record chain of title.

BEING the same Property conveyed to Louisville Gas and Electric Company by Deed dated March 16, 2021, and of record in Deed Book 157, Page 694, in the Office of the Clerk of Trimble County, Kentucky.

Trimble County, Kentucky:

Being a certain lot or parcel of land lying on the Southern side of Ogden Ridge Road and located in Trimble County, Kentucky, more particularly described as follows:

Beginning at an existing iron pin in the Southern right of way of Ogden Ridge Road and corner to Edward and Mary Mahoney (Deed Book 36, Page 70; Deed Book 36, Page 89), and at the Northeastern corner of Theodore and Wadenna Bachmann (Deed Book 59, Page 89), said pin witnessed by and existing iron pin bearing North 38 degrees 06 minutes 00 seconds East, 120.50 feet, in the Northern right of way of said road and corner to Louisville Gas and Electric Company (Deed Book 63, Page 615); and by the Azimuth marker for triangulation station wises. Bearing South 50 degrees 44 minutes 00 seconds East, 7.30 feet; thence South 23 degrees 40 minutes 00 seconds East, 478.31 feet, in line with Mahoney to an iron pin corner to Mahoney; thence South 62 degrees 02 seconds West, 181.86 feet, in line with Bachmann to an existing fence corner post; thence North 20 degrees 54 minutes 43 seconds West, 489.29 feet, with an existing fence line, to an existing corner post at the Southern right of way of said road; thence North 65 degrees 10 minutes 15 seconds East, 157.87 feet, with the said right of way, to the POINT OF BEGINNING. Containing 1.88 acres of land. Subject to any utility easements, passways or other easements that may be over or thru the premises.

With this 1.88 acres goes the exclusive right of ownership and use of the 10 foot wide gravel road currently existing on the 1.88 acres.

The above legal description is hereby replaced with the following legal description created from a physical survey conducted by Douglas G. Gooch, AGE Engineering Services, Inc., Ky. P.L.S. #3118, dated the 15th day of July, 2022:

BEGINNING at an iron pin set (5/8" x 18" rebar with aluminum cap bearing PLS-3118, as will be typical for all set corner monuments), said pin:

- Being on the southern edge of right-of-way of Ogden Ridge Road
- Being 30 feet south of the centerline of Ogden Ridge Road
- Being the northeast corner of the lands being surveyed
- Being the northwest corner of Louisville Gas and Electric Company (D.B. 132, Pg. 407)
- Having Kentucky State Plane – North Zone (NAD83) coordinates of N=400617.61 E=1311019.42
- Lying near the Community of Mount Pleasant and being approximately 1.91 miles, as measured along Ogden Ridge Road from the intersection of centerlines of Ogden Ridge Road and KY Hwy 625
- Lying in Trimble County, Kentucky and being the Point of Beginning for this description;

Thence leaving the right-of-way of Ogden Ridge Road and with the western boundary of Louisville Gas and Electric Company (D.B. 132, Pg. 407), S23°45'17"E – 477.04 feet to an iron pin set, said pin being on the western boundary line of said Louisville Gas and Electric Company (D.B. 132, Pg. 407) and being a northeastern corner of Louisville Gas and Electric Company (D.B. 131, PG. 720);

Thence leaving the first tract of Louisville Gas and Electric Company (D.B. 132, Pg. 407) and with the second tract of Louisville Gas and Electric Company (D.B. 131, PG. 720) the following two courses:

S61°50'07"W – passing an iron witness pin set at 177.61 feet and continuing an additional 4.29 feet for a total distance of 181.90 feet to a Found Wood Fence Post and

N21°00'02"W – passing an iron witness pin set at 1.61 feet and continuing an additional 488.03 feet for a total distance of 489.64 feet to an iron pin set at the base of a Found Wood Fence Post, said pin being a corner of Louisville Gas and Electric Company (D.B. 131, PG. 720) and being on the southern edge of right-of-way of Ogden Ridge Road;

Thence leaving the corner of Louisville Gas and Electric Company (D.B. 131, PG. 720) and with the southern edge of right-of-way of Ogden Ridge Road, N65°32'14"E – 157.85 feet to the POINT of BEGINNING and containing 1.879 acres by survey.

BEING the same Property conveyed to Louisville Gas and Electric Company by Deed dated August 23, 2022, and of record in Deed Book 163, Page 199, in the Office of the Clerk of Trimble County, Kentucky.

LOUISVILLE GAS AND ELECTRIC COMPANY

Generating Facilities

Schedule of additional generating stations located in the Commonwealth of Kentucky

1. Undivided 44% interests in Sections 2, 3, 4 and 5 of the Community Solar Share solar generating facility located in Shelby County, Kentucky, the remaining 56% interests in such facilities being owned by Kentucky Utilities Company.

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, 5.450% Series due 2033**

The undersigned Tadd J. Henninger, an Authorized Signatory 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. 8, dated as of March 1, 2023 (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. 10, established in Supplemental Indenture No. 8, 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, 5.450% Series due 2033" (the "Bonds"), and the date of the Bonds shall be March 20, 2023;
 - (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. 8 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 15, 2033; 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 5.450% 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 15 and October 15 of each year, commencing October 15, 2023; the Regular Record Date for the interest payable on any Interest Payment Date with respect to the Bonds shall be the April 1 or October 1 (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. 8 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.

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).

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.

IN WITNESS WHEREOF, I have executed this Officer's Certificate this 20th day of March, 2023.

/s/ Tadd J. Henninger

Name: Tadd J. Henninger

Title: Authorized Signatory

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

[FORM OF BOND]

No. R-
Principal Amount of \$

CUSIP No.

**LOUISVILLE GAS AND ELECTRIC COMPANY
FIRST MORTGAGE BOND, 5.450% SERIES DUE 2033**

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

Dollars (\$_____)

on April 15, 2033 (the “Stated Maturity Date”), and to pay interest on said principal sum semi-annually in arrears on April 15 and October 15 of each year (each, an “Interest Payment Date”), at the rate of 5.450% 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 15, 2023, and interest on the Securities of this series will accrue from and including March 20, 2023, 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:

THE BANK OF NEW YORK MELLON, 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 (a) to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the April 1 or October 1, 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, to 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. 8 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 January 15, 2033, (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 (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

- (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest hereon discounted to the redemption date (assuming this Security matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points less (b) interest accrued to the date of redemption, and
- (2) 100% of the principal amount of this Security to be redeemed,

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:

“*Treasury Rate*” means, with respect to any redemption date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily) - H.15” (or any successor designation or publication) (“H.15”) under the caption “U.S. government securities–Treasury constant maturities–Nominal” (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable:

- (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the “Remaining Life”); or
- (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or
- (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third business day preceding the redemption date H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the

second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of redemption shall be given by mail to Holders of Securities, not less than 10 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.

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.

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.

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:

ASSIGNMENT FORM

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

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

[please print or typewrite name and address of assignee]

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: _____

[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

(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 Depositary 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.”

KENTUCKY UTILITIES COMPANY

TO

THE BANK OF NEW YORK MELLON,

Trustee

**Supplemental Indenture No. 9
dated as of March 1, 2023**

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

Establishing

First Mortgage Bonds, 5.450% Series due 2033

SUPPLEMENTAL INDENTURE NO. 9

SUPPLEMENTAL INDENTURE No. 9, dated as of the 1st day of March, 2023, 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. 9 being supplemental thereto. The Original Indenture, as heretofore supplemented, and this Supplemental Indenture No. 9 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 Supplemental Indenture No. 7. Supplemental Indenture No. 7 has been duly recorded and filed in the various official records in the Commonwealth of Kentucky as set forth in Supplemental Indenture No. 8. Supplemental Indenture No. 8 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 hereinafter sometimes called the “Securities of Series No. 11”.

Pursuant to clauses (e) and (f) of Section 1401 and clause (g) of Section 301 of the Original Indenture, the Company wishes to modify the period during which notices of redemption may be sent with respect to the Securities of Series No. 11.

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. 11. The Company has duly authorized the execution and delivery of this Supplemental Indenture No. 9 to establish the designation and certain terms of the Securities of such series, and has duly authorized the issuance of such Securities; and all acts necessary to make this Supplemental Indenture No. 9 a valid agreement of the Company, and to make the Securities of Series No. 11 valid obligations of the Company, have been performed.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE NO. 9 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, the Company's right, title and interest in (a) 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 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:

ARTICLE ONE

SECURITIES OF SERIES NO. 11

SECTION 101. Creation of Securities of Series No. 11.

There is hereby created a series of Securities designated "First Mortgage Bonds, 5.450% Series due 2033," 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 March 20, 2023;

(c) have a Stated Maturity of April 15, 2033, 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.

SECTION 102. Amendment.

With respect to the Securities of Series No. 11, notwithstanding the first sentence of Section 504 of the Original Indenture, notice of redemption of the Securities of Series No. 11 shall be given in the manner provided in Section 109 of the Original Indenture to the Holders of such Securities to be redeemed not less than 10 nor more than 60 days prior to the Redemption Date.

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. 11, 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 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. 9 is an amendment and supplement to the Original Indenture as heretofore amended and supplemented. As amended and supplemented by this Supplemental Indenture No. 9, 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. 9 shall together constitute the Indenture.

SECTION 302. Effect of Headings.

The Article and Section headings in this Supplemental Indenture No. 9 are for convenience only and shall not affect the construction hereof.

SECTION 303. Electronic Means.

With respect to the Securities of Series No. 11:

The Trustee shall have the right to accept and act upon instructions (“Instructions”), including fund transfer instructions given pursuant to this Supplemental Indenture No. 9 and delivered using Electronic Means; provided, however, that the Company shall provide to the Trustee an incumbency certificate listing officers and other Company personnel with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing or promptly upon reasonable request of the Trustee. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its reasonable discretion elects to act upon such Instructions, the Trustee’s reasonable understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee shall be entitled to reasonably presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall establish reasonable procedures to ensure that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers shall safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys provided to the Company. The Trustee shall use reasonable efforts to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys provided to the Trustee in accordance with its regular procedures. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reasonable reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of the Electronic Means it selects to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. For purposes of this Section 303, “Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

SECTION 304. Tax Matters.

The Company agrees, subject to applicable law, (i) to provide the Trustee, upon written request, with such reasonable tax information as it has obtained in the ordinary course and has readily available in its possession to enable the Trustee to determine whether any payments pursuant to this Supplemental Indenture No. 9 are subject to the withholding requirements described in Section 1471(b) of the US Internal Revenue Code of 1986 (the “Code”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations, or agreements thereunder or official interpretations thereof (“FATCA”) and (ii) that the Trustee shall be entitled to make any withholding or deduction from payments under this Supplemental Indenture No. 9 to the extent necessary to comply with FATCA. The agreement in this Section 304 shall be solely for the benefit of the Trustee in order to assist it in complying with such withholding requirements and shall not be enforceable by any individual holder.

SECTION 305. Recitals.

The recitals contained in this Supplemental Indenture No. 9 shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness and makes no representations as to the validity or sufficiency of this Supplemental Indenture No. 9.

SECTION 306. Counterparts.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 9 to be duly executed as of the day and year first written above.

KENTUCKY UTILITIES COMPANY

By: /s/ Tadd J. Henninger
Name: Tadd J. Henninger
Title: Authorized Signatory

[Signature Page to Supplemental Indenture No. 9 – Kentucky Utilities Company]

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Stacey B. Poindexter
Name: Stacey B. Poindexter
Title: Vice President

[Signature Page to Supplemental Indenture No. 9 – Kentucky Utilities Company]

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF LEHIGH)

On this 9th day of March, 2023, before me, a notary public, the undersigned, personally appeared Tadd J. Henninger, who acknowledged himself to be an Authorized Signatory of KENTUCKY UTILITIES COMPANY, a corporation of the Commonwealths of Kentucky and Virginia and that he, as such Authorized Signatory, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Authorized Signatory.

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

By: /s/ Michelle L. Bartolomei
Notary Public
Printed Name: Michelle Bartolomei
Commission No. 1333990

STATE OF)
) ss.:
COUNTY OF)

On this 10th day of March, 2023, before me, a notary public, the undersigned, personally appeared Stacey B. Poindexter, who acknowledged himself/herself to be a Vice President of THE BANK OF NEW YORK MELLON, a New York banking corporation and that he/she, 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/herself as Vice President.

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

By: /s/ Rafal Bar
Notary Public
Printed Name: Rafal Bar
Commission No. 01BA6293822

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/ Stacey B. Poindexter
Name: Stacey B. Poindexter
Title: Vice President

CERTIFICATE OF PREPARER

The foregoing instrument was prepared by:

Joseph Mandlehr, Counsel
PPL Services Corporation
220 West Main Street
Louisville, KY 40202

/s/ Joseph Mandlehr
Joseph Mandlehr

[Signature Page to Supplemental Indenture No. 9 – Kentucky Utilities Company]

KENTUCKY UTILITIES COMPANY

Bonds Issued and Outstanding
under the Indenture

<u>Supplemental Indenture No.</u>	<u>Dated as of</u>	<u>Series No.</u>	<u>Series Designation</u>	<u>Date of Securities</u>	<u>Principal Amount Issued</u>	<u>Principal Amount Outstanding¹</u>
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	\$0
		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	²
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
7	March 1, 2019	7 ²	4.375% Series due 2045	September 28, 2015	\$300,000,000	\$550,000,000 ²
8	May 15, 2020	10	3.300% Series due 2050	June 3, 2020	\$500,000,000	\$500,000,000

¹ As of March 1, 2023.

² Supplemental Indenture No. 7 established additional securities of Series No. 7. Outstanding amount reflects securities of Series No. 7 issued pursuant to Supplemental Indenture No. 4 and Supplemental Indenture No. 7.

KENTUCKY UTILITIES COMPANY

**Filing and Recording
of
Supplemental Indenture No. 8, dated as of May 15, 2020,
to
Indenture, dated as of October 1, 2010**

COUNTY NAME	BOOK & PAGE NUMBER
Adair	MB 378, Pg 798
Anderson	MB 640, Pg 710
Ballard	MB 106, Pg 218
Barren	MB 662, Pg 475
Bath	MB 251, Pg 246
Bell	MB 363, Pg 721
Bourbon	MB 658, Pg 18
Boyle	MB 762, Pg 220
Bracken	MB 311, Pg 1
Bullitt	MB 1914, Pg 542
Caldwell	MB 355, Pg 491
Carroll	MB 256, Pg 109
Casey	MB 271, Pg 670
Christian	BK 1602, Pg 315
Clark	MB 927, Pg 832
Clay	MB 233, Pg 197
Crittenden	MB 236, Pg 23
Estill	MB I-11, Pg 124
Fayette	MB 9264, Pg 44
Fleming	MB 371, Pg 34
Franklin	MB 1537, Pg 593
Fulton	MB 192, Pg 644
Gallatin	MB 246, Pg 369
Garrard	MB 391, Pg 132
Grayson	MB 25A, Pg 60
Green	MB 331, Pg 347
Hardin	MB 1490, Pg 760
Harlan	MB 471, Pg 378
Harrison	MB 433, Pg 779
Hart	MB 426, Pg 23
Henry	MB 375, Pg 716
Hickman	MB 142, Pg 259
Hopkins	MB 1274, Pg 689
Jessamine	MB 1402, Pg 191
Knox	MB 472, Pg 32

Larue	MB 394, Pg 582
Laurel	MB 1235, Pg 175
Lee	MB 122, Pg 747
Lincoln	MB 479, Pg 204
Livingston	MB 323, Pg 435
Lyon	MB 260, Pg 731
Madison	MB 1941, Pg 175
Marion	MB 443, Pg 351
Mason	MB 469, Pg 255
McCracken	MB 1634, Pg 371
McLean	MB 213, Pg 184
Mercer	MB 699, Pg 215
Montgomery	MB 585, Pg 668
Muhlenberg	MB 707, Pg 753
Nelson	MB 1254, Pg 100
Nicholas	MB 173, Pg 417
Ohio	MB 575, Pg 724
Oldham	MB 2415, Pg 352
Owen	MB 292, Pg 26
Pendleton	MB 394, Pg 279
Pulaski	MB 1654, Pg 664
Robertson	MB 71, Pg 372
Rockcastle	MB 302, Pg 108
Rowan	BK A418, Pg 569
Russell	MB 426, Pg 1
Scott	Misc. BK 52, Pg 20
Shelby	MB 1158, Pg 20
Taylor	MB 613, Pg 448
Trimble	MB 233, Pg 87
Union	MB 449, Pg 703
Washington	MB 300, Pg 756
Webster	MB 355, Pg 1
Whitley	MB 655, Pg 446
Woodford	MB 866, Pg 667

KENTUCKY UTILITIES COMPANY

Real Property

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

Carroll County, Kentucky:

Being the CPHD, LLC, 7.00 acres parcel shown on the Minor Plat dated May 12, 2021, as prepared by Jim Pyles, P.L.S. #3868 and attached as Exhibit A-1 to the Deed of record in Deed Book 221, Page 42 in the Office of the Clerk of Carroll County, Kentucky, and as more particularly described as follows:

Being a certain parcel of real estate located in Carroll County, Kentucky, in the city of Carrollton lying on the northern side of Schuerman Avenue and on the eastern side of 11th Street, approximately 0.1 mile easterly of the intersection of Schuerman Avenue and 11th Street, said parcel being further bounded and described as follows:

Unless noted otherwise, any monument referred to as a "set iron pin" is a 1/2" rebar, 18 inches long, with a plastic cap engraved "JIM PYLES PLS 3868" set in place this survey.

Unless noted otherwise, any monument referred to as a "found iron pin" has been cited in a prior record document.

The basis of bearings is Grid North, Kentucky Single Zone.

Beginning at a set iron pin in the eastern right of way line of 11th Street, Deed Book 219, Page 366 in the northwestern corner of States Properties, LLC, Deed Book 204, Page 42; thence with the right of way line of 11th street, North 05 Degrees 46 Minutes 37 Seconds West, a distance of 231.45 feet to a set iron pin, corner to CCMH Corporation, Deed Book 175, Page 338; thence with the line of CCMH for the following 5 calls: North 68 Degrees 39 Minutes 14 Seconds East, a distance of 430.78 feet to a set iron pin; North 68 Degrees 39 Minutes 14 Seconds East, a distance of 89.23 feet to a found 5/8 inch rebar with cap engraved "M BRIGHT PLS 3651"; North 58 Degrees 50 Minutes 59 Seconds East, a distance of 151.17 feet to a set iron pin next to a post; North 55 Degrees 35 Minutes 41 Seconds East, a distance of 138.50 feet to a set iron pin; North 56 degrees 29 minutes 57 seconds East, a distance of 18.70 feet to a set iron pin; thence with a new division line, South 06 Degrees 23 Minutes 42 Seconds East, a distance of 597.57 feet to a set iron pin in the right of way line of Schuerman Avenue, Deed Book 182, Page 156; thence with the right of way line of Schuerman Avenue, South 72 Degrees 39 Minutes 34 Seconds West, a distance of 348.48 feet to a set iron pin; thence with a new division line, North 25 Degrees 57 Minutes 44 Seconds West, a distance of 243.82 feet to a found 2-1/2 inch diameter steel pipe with no cap, corner to States Properties, LLC, Deed Book 204, Page 42; thence with the line of States Properties, South 72 Degrees 45 Minutes 28 Seconds West, a distance of 363.82 feet to the point of beginning.

Containing an area of 7.00 acres.

SUBJECT TO any utility easements, right-of-way or other stipulations that may be over or through the premises.

Subject to an easement of uncertain location for a sanitary sewer recorded in Deed Book 65, Page 239. Subject to an electrical transmission easement recorded in Deed Book 70, Page 163.

BEING the same Property conveyed to Kentucky Utilities Company by Deed dated August 25, 2021, and of record in Deed Book 221, Page 42 in the Office of the Clerk of Carroll County, Kentucky.

Christian County, Kentucky:

BEING Tract 1 on the Minor Subdivision Survey Plat of record in Plat Cabinet 12, Slide 265 in the Office of the Clerk of Christian County, Kentucky, which Tract 1 is further described as follows:

Commencing at an iron pin found (P.L.S. #4180), said iron pin being on the eastern edge of right-of-way of US HWY 41 (60' right-of-way), being the southwest property corner of Kentucky Utilities Company (D.B. 240, Pg. 541), and having Kentucky State Plane Coordinate System – South Zone NAD83 Coordinates of N=1909295.13, E=1132338.38; Thence leaving the highway right-of-way of US HWY 41 and with the southern property boundary line of Kentucky Utilities Company (D.B. 240, Pg. 541): N86°52'59"E – 109.83 feet to an iron pin found (P.L.S. #4180), said iron pin being the southeast property corner of Kentucky Utilities Company (D.B. 240, Pg. 541), having Kentucky State Plane Coordinate System – South Zone nAD83 Coordinates of N=1909301.10, E=1132448.05, being a new corner to Tract 1 being surveyed this day, and being the Point of Beginning for this description;

Thence with the eastern property boundary line of Kentucky Utilities Company (D.B. 240, Pg. 541): N21°01'01"W – 120.00 feet to an iron h-beam stake found, said monument being the northeast corner of Kentucky Utilities Company (D.B. 240, Pg. 541), the northwest corner of Tract 1 being created this day, and on the southern boundary line of Done Right Rentals, LLC (D.B. 764, Pg. 303, Plat File 7-296, Tract 1);

Thence leaving the northeast corner of Kentucky Utilities Company (D.B. 240, Pg. 541) and continuing along the southern boundary line of Done Right Rentals, LLC (D.B. 764, Pg. 303, Plat File 7-296, Tract 1) and the northern boundary line of Tract 1 being created this day: N86°52'59"E – 39.93 feet to an iron pin set (P.L.S. #4180) said iron pin being a 5/8" steel rebar with 2" aluminum survey cap bearing PLS #4180 as will be typical for all iron pins set, and being a new corner common to Philip Habegger and Josephine Kauffman (D.B. 770, Pg. 454), Tract 1 being created this day, and on the southern boundary line of Done Right Rentals, LLC (D.B. 764, Pg. 303, Plat File 7-296, Tract 1);

Thence leaving the southern boundary line of Done Right Rentals, LLC (D.B. 764, Pg. 303, Plat File 7-296, Tract 1) and with a new line crossing the parent tract (Habegger and Josephine Kauffman), the following two (2) courses: S21°01'01"E – 120.00 feet to an iron pin set (P.L.S. #4180) and S86°52'59"W – 39.93 feet to the Point of Beginning and containing 0.105 acres by survey.

Tract 1 is subject to all valid and existing conditions, restrictions, covenants, easements, and reservations as may be found in the record chain of title.

This description prepared from a physical survey conducted by Lucas B. Harris, AGE Engineering Services, Inc., Kentucky P.L.S. #4180, dated the 20th day of September, 2022.

BEING the same Property conveyed to Kentucky Utilities Company by Deed dated October 27, 2022, and of record in Deed Book 797, Page 47 in the Office of the Clerk of Christian County, Kentucky.

Fayette County, Kentucky:

PARCEL 1:

238 Lisle Industrial Avenue

All that tract or parcel of land located on the northerly side of Industrial Avenue where Industrial Avenue makes a near right angle turn to the northeast in the city of Lexington, located in Fayette County, within the Commonwealth of Kentucky, and being more fully described and bounded as follows, to wit:

Beginning at the intersection of the northerly right-of-way line of Industrial Avenue and the easterly right-of-way line of Industrial Avenue and proceeding along said easterly right-of-way line of Industrial Avenue N 18 degrees 35' 19" E 196.80 to a point monumented by an Iron Pin (set) at an intersection with the southerly property line of Honerkamp Properties, LLC (D.B. 1810, P. 510); thence leaving the aforesaid right-of-way line of Industrial Avenue and following the southerly property line of Honerkamp S 71 degrees 19' 41" E 191.10 feet to a point monumented by an Iron Pin (set) at an intersection with the westerly property line of James C. Riggs (D.B. 1199, P. 454); thence, following said westerly property line of Riggs S 17 degrees 57' 19" W 193.70 feet to a point monumented by an Iron Pin (set) in the northerly right-of-way line of Industrial Avenue; thence, with said northerly right-of-way line of Industrial Avenue N 72 degrees 14 '41" W 193.26 feet to the point of beginning and containing an area of 0.861 acre, as surveyed by Gary Roland, Ky. R.L. S. No. 3363, with FOSTER-THOMPSON, INC., in December of 2000.

PARCEL 2:

375 Lisle Industrial Avenue

All that tract or parcel of land located on the southerly side of Industrial Avenue and on the northwesterly side of Forbes Road in the city of Lexington, located in Fayette County, within the Commonwealth of Kentucky, and being more fully described and bounded as follows, to wit:

Commencing at the intersection of the center lines of Liggett Street and Forbes Road; thence S 89° 35' 48" W 80.23 feet to the TRUE POINT OF BEGINNING, said true point of beginning being monumented by an Iron Pin (set) in the southerly right-of-way line of Industrial Avenue; thence, leaving said right-of-way line S 08° 57' 34" W 247.27 feet to a point monumented by an Iron Pin (set), said point being a bend-corner in the westerly line of property owned by the Lexington-Fayette Urban-County Government (LFUCG) and being part of the old right-of-way of Lisle Road; thence, continuing with LFUCG S 09° 57' 26" E 28.02 feet to a point monumented by an Iron Pin (set) in the westerly right-of-way line of Forbes Road; thence, with said right-of-way line along a curve to the right having a length of 85.51 feet, a radius of 537.00 feet and a chord bearing and distance of S 33 degrees 25' 13' W 85.42 feet to a point monumented by an Iron Pin (set); thence, continuing with said right-of-way line S 37 degrees 58' 56" W 14.24 feet to a point monumented by an Iron Pin (set), said point being in the northerly right-of-way line of the C.S.X. Railroad (formerly, L&N Railroad); thence, following said northerly right-of-way line of the C.S.X. Railroad for three calls N 68 degrees 24' 26" W 241.55 feet to a point monumented by an Iron Pin (set), N 71 degrees 24' 26" W 661.00 feet to a point monumented by an Iron Pin (set), and N 67 degrees 04' 26" W 341.69 feet to a point monumented by an Iron Pin (set) at an intersection with the southeasterly property line of LFUCG property (D.B. 1394 P. 305); thence, with said property line of LFUCG, N 26 degrees 55' 11" E 340.02 feet to a point monumented by an Iron Pin (set); thence, S 71 degrees 04' 26" E passing an intersection with the westerly right-of-way line of Industrial Avenue, as Industrial Avenue makes a bend toward the northeast, and continuing with the southerly right-of-way line of Industrial Avenue for an overall distance of 1164.92

feet to the true point of beginning and containing an area of 9.985 acres, as surveyed by Gary Roland, Ky. R.L.S. No. 3363, with FISTER-THOMPSON, INC., in December of 2000.

BEING the same Property conveyed to Kentucky Utilities Company by Deed dated March 29, 2021, and of record in Deed Book 3830, Page 547 in the Office of the Clerk of Fayette County, Kentucky.

Fayette County, Kentucky:

That certain tract or parcel of land lying and being on the Southwest side of Main Street, opposite the Lexington Cemetery, in the city limits of Lexington, in the County of Fayette and State of Kentucky, on the Leestown Pike, and bounded as follows:

Beginning at a stake, corner to John B. Payne on the South side of Main Street of Lexington, Kentucky, and with the city limits; thence with Main Street 461 feet to a stone, corner of Main and Buchanan Streets; thence with Buchanan Street in a Southwest course 380 feet (to a point) in the North line of L.C. and L Railroad; thence along said North line of said railroad, 461 feet to John B. Payne's line; thence with said Payne, 400 (feet) to the beginning, containing 4 acres and 20 poles.

There is excluded from the foregoing described property the following described properties:

- a. All of that certain tract or parcel of land conveyed by the Lexington Cemetery Company to the Louisville and Nashville Railroad Company by Deed dated May 1886, and recorded in Deed Book 75, Page 348, in the Office of the County Clerk of Fayette County, Kentucky, to which deed reference is hereby made for a more complete description of the property so conveyed.
- b. All of that certain tract or parcel of land conveyed by the Lexington Cemetery Company to the Lexington Land and Building Company by deed dated July 13, 1889 and recorded in Deed Book 84, Page 378, in the Office of the County Clerk of Fayette County, Kentucky, to which deed reference is hereby made for a more complete description of the property so conveyed.
- c. All of that certain tract or parcel of land conveyed by the Lexington Cemetery Company to the Louisville Southern Railroad Company by deed dated May 6, 1889 and recorded in Deed Book 97, Page 210, in the Office of the County Clerk of Fayette County, Kentucky, to which deed reference is hereby made for a more complete description of the property so conveyed.
- d. All of that certain tract or parcel of land conveyed by the Fayette County Circuit Court on behalf of the Lexington Granite Company to the Commonwealth of Kentucky, Department of Transportation, Bureau of Highways by deed dated August 15, 1978 and recorded in Deed Book 1206, Page 345, in the Office of the County Clerk of Fayette County, Kentucky, to which deed reference is hereby made for a more complete description of the property so conveyed.

All of that certain tract or parcel of land conveyed by the Lexington Cemetery Company to the Commonwealth of Kentucky Department of Transportation, Bureau of Highways by deed dated May 25, 1979 and recorded in Deed Book 1227, Page 660, in the Office of the County Clerk of Fayette County, Kentucky, to which deed reference is hereby made for a more complete description of the property so conveyed.

BEING the same Property conveyed to Kentucky Utilities Company by Deed dated July 20, 2022, and of record in Deed Book 3956, Page 36 in the Office of the Clerk of Fayette County, Kentucky.

Hardin County, Kentucky:

Being Lot 3D of the amended record plat of Hughes Commerce Ctr., Section 3, Lot 3C in Plat Cabinet 1, Sheet 1768, of record in the Hardin County Clerk's Office.

Being the same property conveyed to Kentucky Utilities Company by deed dated June 22, 2021, of record in Deed Book 1514, Page 188 in the Office of the Clerk of Hardin County, Kentucky.

Mercer County, Kentucky:

Being Tract A as shown on the Retracement Survey Plat prepared by AGE Engineering Services, Inc., dated June 11, 2021, a copy of which is attached as Exhibit A-1 to the Deed of record in Deed Book 370, Page 885 in the Office of the Clerk of Mercer County, Kentucky:

Tract A being more particularly described as follows:

Beginning at an iron pin found (P.L.S. #3118), said iron pin found being on the eastern edge of right-of-way High Iron Road (AKA Curdsville Road), being 20' from the centerline of High Iron Road (AKA Curdsville Road), being on the south side of Webb Road (Webb Road is located on Tract A), being a property corner to Kentucky Utilities (D.B. 237, Pg. 103, Mercer County), being a corner of Tract A being surveyed this day, having Kentucky State Plane Coordinate System – South Zone Coordinates of N=2175162.08, E=1936870.61 and being the Point of Beginning for this description;

Thence leaving the property of Kentucky Utilities (D.B. 237, Pg. 103, Mercer County) and continuing along the eastern edge of right-of-way of High Iron Road (AKA Curdsville Road) N36°30'41"E - 23.86 feet to a MAG Nail with washer set (P.L.S. # 4048), said MAG Nail being on the eastern edge of right-of-way of High Iron Road (AKA Curdsville Road), being 20' from the centerline of High Iron Road (AKA Curdsville Road), being on the north side of Webb Road (Webb Road is located on Tract A), being a property corner to Douglas Bagan (D.B. 247, Pg. 622, Mercer County) and being a corner of Tract A being surveyed this day;

Thence leaving the eastern edge of right-of-way of High Iron Road (AKA Curdsville Road) and continuing with the property of Douglas Bagan (D.B. 247, Pg. 622, Mercer County) the following six (6) courses: S86°32'25"E - 306.74 feet to an iron pin set, (said iron pin set being a 5/8" x 18" rebar with a 2" aluminum cap bearing P.L.S. # 4048, as will be typical for all iron pins set), S86°32'25"E - 105.00 feet to an iron pin set, S86°32'25"E - 240.94 feet to an iron pin set, S87°22'39"E - 536.81 feet to an iron pin set, S87°35'10"E - 494.27 feet to an iron pin set and N22°30'46"E - 144.87 feet to an iron pin set, said iron pin set being a common property corner Douglas Bagan (D.B. 247, Pg. 622, Mercer County), William Dudley Curry and Larry Spier Curry (D.B. 208, Pg. 594, Mercer County) and Tract A being surveyed this day;

Thence leaving the property of Douglas Bagan (D.B. 247, Pg. 622, Mercer County) and continuing with the property of William Dudley Curry and Larry Spier Curry (D.B. 208, Pg. 594, Mercer County) the following six (6) courses: N33°36'46"E - 170.79 feet to an iron pin set, N63°33'46"E - 19.10 feet to an iron pin set, N44°40'14"W - 14.43 feet to an iron pin set, N22°09'36"E - 38.26 feet to an iron pin set, N28°49'22"E - 134.98 feet to an iron pin set and N35°39'46"E – passing an iron witness pin set online at 390.42' and continuing a total distance of 395.42 feet to an unmarked point at the water edge of Dix River,

said unmarked point being a common property corner to William Dudley Curry and Larry Spier Curry (D.B. 208, Pg. 594, Mercer County) and Tract A being surveyed this day;

Thence leaving the property of William Dudley Curry and Larry Spier Curry (D.B. 208, Pg. 594, Mercer County) and continuing along the water edge of Dix River the following twenty-seven (27) courses: S68°49'13"E - 144.15 feet to an unmarked point at the water edge of Dix River, S80°48'53"E - 97.52 feet to an unmarked point at the water edge of Dix River, N78°33'09"E - 125.12 feet to an unmarked point at the water edge of Dix River, N73°12'38"E - 157.62 feet to an unmarked point at the water edge of Dix River, N70°06'02"E - 448.76 feet to an iron pin set at the water edge of Dix River, N71°42'24"E - 287.70 feet to an iron pin set at the water edge of Dix River, N86°04'35"E - 343.20 feet to an unmarked point at the water edge of Dix River, S86°21'26"E - 137.34 feet to an unmarked point at the water edge of Dix River, S74°07'56"E - 201.38 feet to an unmarked point at the water edge of Dix River, S55°34'48"E - 146.62 feet to an iron pin set at the water edge of Dix River, S40°55'01"E - 149.17 feet to an iron pin set at the water edge of Dix River, S23°35'00"E - 93.59 feet to an unmarked point at the water edge of Dix River, S22°06'01"W - 231.09 feet to an unmarked point at the water edge of Dix River, S33°34'03"W - 147.49 feet to an unmarked point at the water edge of Dix River, S29°18'07"W - 126.43 feet to an unmarked point at the water edge of Dix River, S30°07'20"W - 125.09 feet to an iron pin set at the water edge of Dix River, S39°19'25"W - 101.89 feet to an iron pin set at the water edge of Dix River, S33°45'03"W - 119.80 feet to an unmarked point at the water edge of Dix River, S34°37'36"W - 170.49 feet to an unmarked point at the water edge of Dix River, S36°19'19"W - 128.31 feet to an unmarked point at the water edge of Dix River, S40°59'55"W - 105.35 feet to an unmarked point at the water edge of Dix River, S43°52'03"W - 121.46 feet to an unmarked point at the water edge of Dix River, S44°12'10"W - 108.16 feet to an unmarked point at the water edge of Dix River, S35°35'15"W - 108.21 feet to an unmarked point at the water edge of Dix River, S33°42'56"W - 71.55 feet to an unmarked point at the water edge of Dix River, S32°57'14"W - 69.55 feet to an unmarked point at the water edge of Dix River and S33°02'17"W - 63.35 feet to an unmarked point at the water edge of Dix River, said unmarked point being in the property line of Kentucky Utilities (D.B. 104, Pg. 465, Item No. 1, Mercer County) and being a corner to Tract A being surveyed this day;

Thence leaving the water edge of Dix River and continuing with the property of Kentucky Utilities (D.B. 104, Pg. 465, Item No. 1, Mercer County) the following two (2) courses: N60°25'22"W - 229.55 feet to an iron pin found (P.L.S. #3118) and N60°25'22"W - 59.38 feet to an iron pin found (P.L.S. #3118), said iron pin found being a common property corner to Kentucky Utilities (D.B. 104, Pg. 465, Item No. 1, Mercer County), Kentucky Utilities (D.B. 132, Pg. 302, Mercer County) and Tract A being surveyed this day;

Thence leaving the property of Kentucky Utilities (D.B. 104, Pg. 465, Item No. 1, Mercer County) and continuing with the property of Kentucky Utilities (D.B. 132, Pg. 302, Mercer County) the following five (5) courses: N73°24'38"W - 83.66 feet to an iron pin found (P.L.S. #3118), N75°37'51"W - 497.57 feet to an iron pin found (P.L.S. #3118), N78°32'12"W - 492.84 feet to an iron pin found (P.L.S. #3118), S83°32'27"W - 31.00 feet to a MAG Nail with washer found (P.L.S. # 3118) and S53°58'12"W - 863.12 feet to an iron pin found (P.L.S. #1880), said iron pin found being a common property corner to Kentucky Utilities (D.B. 132, Pg. 302, Mercer County), Kentucky Utilities (D.B. 132, Pg. 299, Tract 1, Mercer County), Kentucky Utilities (D.B. 237, Pg. 103, Mercer County) and Tract A being surveyed this day;

Thence leaving the property of Kentucky Utilities (D.B. 132, Pg. 302, Mercer County) and Kentucky Utilities (D.B. 132, Pg. 299, Tract 1, Mercer County) and continuing with the property of Kentucky Utilities (D.B. 237, Pg. 103, Mercer County) N00°21'38"W - 677.73 feet to an iron pin found (P.L.S. #1880), said iron pin found being a common property corner to Kentucky Utilities (D.B. 237, Pg. 103, Mercer County), Kentucky Utilities (D.B. 237, Pg. 107, Mercer County) and Tract A being surveyed this day;

Thence leaving the property of Kentucky Utilities (D.B. 237, Pg. 103, Mercer County) and continuing with the property of Kentucky Utilities (D.B. 237, Pg. 107, Mercer County) the following four (4) courses: N00°43'18"W - 180.03 feet to an iron pin found (P.L.S. #1880), N36°43'29"W - 34.97 feet to an iron pin found (P.L.S. #3118), N55°06'57"W - 44.77 feet to an iron pin found (P.L.S. #3118) and N87°22'39"W - 536.95 feet to an iron pin found (P.L.S. #1880), said iron pin found being a common property corner to Kentucky Utilities (D.B. 237, Pg. 107, Mercer County), Kentucky Utilities (D.B. 237, Pg. 103, Mercer County) and Tract A being surveyed this day;

Thence leaving the property of Kentucky Utilities (D.B. 237, Pg. 107, Mercer County) and continuing with the property of Kentucky Utilities (D.B. 237, Pg. 103, Mercer County) N86°32'25"W - 241.09 feet to an iron pin found (P.L.S. #3118), said iron pin found being a common property corner to Kentucky Utilities (D.B. 237, Pg. 103, Mercer County), Kentucky Utilities (D.B. 237, Pg. 616, Mercer County) and Tract A being surveyed this day;

Thence leaving the property of Kentucky Utilities (D.B. 237, Pg. 103, Mercer County) and continuing with the property of Kentucky Utilities (D.B. 237, Pg. 616, Mercer County) N86°32'25"W - 105.00 feet to an iron pin found (P.L.S. #3118), said iron pin found being a common property corner of Kentucky Utilities (D.B. 237, Pg. 616, Mercer County), Kentucky Utilities (D.B. 237, Pg. 103, Mercer County) and Tract A being surveyed this day;

Thence leaving the property of Kentucky Utilities (D.B. 237, Pg. 616, Mercer County) and continuing with the property of Kentucky Utilities (D.B. 237, Pg. 103, Mercer County) N86°32'25"W - 319.75 feet to the Point of Beginning and containing 78.778 acres by survey.

Tract A is subject to all valid and existing conditions, restrictions, covenants, easements, and reservations as may be found in the record chain of title

Being the same property conveyed to Kentucky Utilities Company by deed dated August 25, 2021, of record in Deed Book 370, Page 885 in the Office of the Clerk of Mercer County, Kentucky.

Mercer County, Kentucky:

(1) Beginning at the corner to Sanders, in the center of the Curdsville pike, formerly called Danville and Dix River road, and running with the center thereof N 3 E 20 poles, N 68½ E 39.6 poles to a stone standing on the east side of the road; thence N 48½ E 59.9 poles to a stone and N 20¼ E 10.26 poles to a stone in the road corner to second tract; thence with line of same, leaving the turnpike, N 80 E 17.84 poles to a stone S 5½ E 43½ poles to a cedar, S 29¼ E 23.7 poles to a stone and S 64¾ E 26 poles to a post in line of Cincinnati Southern Railway right-of-way; thence with the same southeastwardly 65 poles, more or less, corner to Holman Kurtz; thence with his lines N 65½ W 20 poles to a stone S 37½ W 17.8 poles N 26 W 22 poles to the mouth of a drain. N 58½ W 51 poles to a stone and with line of Sanders W 20 poles to the beginning, containing 54 acres, more or less.

(2) Beginning at a stone on the west side of the Danville and Dix River road, now Curdsville pike, corner to first tract, thence with lines of same N 80¾ E 17.84 poles S 5½ E 43.47 poles to a cedar; thence S 29 E 29.50 poles to a stone: thence S 66¾ E 22 poles to a stone in line of same and Hamilton's corner; thence with Hamilton's line N 6 ½ E 84 poles to corner to same near a gate; thence S 80¾ W 63 poles to the west side of the turnpike, thence S 40 W 1.5 poles to the beginning, containing 17 acres 2 rods and 3 poles, more or less.

The property is subject to the easement conveyed by Milton Grow to W. F. Lyons, et al, on May 18, 1904, recorded In D. B. 73, page 24. records of Mercer County Clerk's Office.

PRIOR OFF CONVEYANCE #1: THERE IS EXCEPTED from the above-described real property and not conveyed herewith the following described real property which was off-conveyed by Julian True (a/k/a A. J. True Sr.) and Isabel True (a/k/a Isabelle H. True). his wife, to A. J. True, Jr. and Margaret True (a/k/a Maggie True), his wife, by deed dated July 7, 1979 and recorded in Deed Book 199, Page 81, and by Deed of Correction dated August 18, 1981 and recorded in Deed Book 204, Page 535, records in the Office of the Mercer County Clerk and more particularly described as follows:

Beginning at a point in the center of the Curdsville Road, corner to Arthur Sexton estate; thence east 353 feet, more or less, to a post corner to first parties; thence south 197 feet, more or less. corner to property retained by first parties; thence west 392 feet, more or less, to a point in the center of the Curdsville Road; thence north with the center of the Curdsville Road as ft meanders 172 feet, more or less, to the point of beginning.

PRIOR OFF CONVEYANCE #2: THERE IS EXCEPTED from the above-described real property and not conveyed herewith the following described real property which was off-conveyed by A. J. True Sr. and Isabelle True, his wife, to A. J. True, Jr. and Maggie True, his wife, with a reservation of life estates by Grantors, by deed dated November 15. 1985 and recorded in Deed Book 216, Page 605, records in the Office of the Mercer County Clerk, and more particularly described as follows:

Beginning at a post, corner to Curdsville Road and A. J. True, Sr.; thence with True S 09°-04'-15" E, 133.07 ft. to iron post, S 89°-46'-57" E, 1285.28 ft. to iron post, N 07°-17'-23" E, 711.60 ft. to post corner to Carey; thence with Carey, S 83°-09'-08" W, 67037 ft. to post corner to A. J. True, Jr.; thence with said line S 11°-28'-40" W, 195.34 ft. to post, S 88°-54'-21" W, 367.08 ft. to post corner to right of way of Curdsville Road; thence with said road S 32°-56'-37" W, 47.06 ft., S 49°-67'-15" W, 391.20 ft. to point of beginning.

Containing 15.48 acres, more or less

Being the same property conveyed to Kentucky Utilities Company by deed dated October 21, 2020, of record in Deed Book 366, Page 874 in the Office of the Clerk of Mercer County, Kentucky.

McCracken County, Kentucky:

Being Lots Nos. 1 and 2 in Block 32 L.D. Sanders Woodlawn Addition as shown in Plat Book "A", page 285, McCracken County Court Clerk's Office, and beginning at a stone at the southeastern intersection of the Old Benton Road and Arizona Street; and running thence with the South line of Arizona Street North 43 Deg. East 142.5 feet to a stake on the West side of an alley; thence with the West line of said alley South 47 Deg. East 100 feet to a stake in said line; thence South 43 Deg. West 142.5 feet to a stake on the East side of the Old Benton Road; thence with the East line of said road North 47 Deg. West 100 feet to the point of beginning. Being the same property conveyed to Kentucky Utilities Company by deed dated October 27, 2020, of record in Deed Book 1420, Page 195, Office of the Clerk of McCracken County, Kentucky.

Montgomery County, Kentucky:

Being Tract 1 as shown on the Boundary Survey Plat attached as Exhibit A-1 to the Deed of record in Deed Book 333, Page 655, in the Office of the Clerk of Montgomery County, Kentucky, and approved for recording by the Mt. Sterling Planning and Zoning Commission on August 11, 2020, and as more particularly described as follows:

BEGINNING at a 6" Wood Fence Post said post:

- being the Northwest corner of the land being described
- lying on the eastern right-of-way of S. Queen Street (60' Right-of-Way), Commonwealth of Kentucky (D.B. 80, Pg. 276)
- being 30 feet east of the centerline of S. Queen Street
- being the Southwest Corner of Kentucky Utilities Company (D.B. 251, Page 794)
- being 780 feet south from the intersection of centerline of S. Queen Street and Tipton Trailer Park Road
- being N02°30'21"E - 52.12 feet from the Northeast Corner of a Concrete Headwall lying on the east side of S. Queen Street, said headwall being the east end of an 18" reinforced concrete pipe crossing S. Queen Street
- having KY State Plane North Zone (NAD83) Coordinates of N=199584.62, E=1730893.95
- lying near the City of Mount Sterling, Montgomery County, Kentucky
- and being the POINT OF BEGINNING for this description;

Thence leaving the right-of-way of S. Queen Street and with the southern boundary line of Kentucky Utilities Company, (L1) N76°24'13"E – passing an iron witness pin set (5/8" x 18" rebar with aluminum cap bearing PLS-3916, as will be typical for all set corner monuments) at 1.38 feet and continuing at the same bearing an additional 133.62 feet for a total distance of 135.00 feet to an iron pin set, said pin being the southeast corner of Kentucky Utilities Company;

Thence continuing with the eastern boundary line of Kentucky Utilities Company (L2) N12°00'51"W – 150.00 feet to an iron pin set, said pin being the northeast corner of Kentucky Utilities Company and being on the southern boundary line of Ricky Joe Amburgey (D.B. 193, Pg. 149);

Thence leaving the line of Kentucky Utilities Company and with the southern boundary line of said Amburgey, (L3) S83°05'38"E - 80.46 feet to an iron pin set, said pin being the northeast corner of the parcel being described;

Thence leaving the line of said Amburgey and with new lines across the parent tract of Mark Irwin Cooper (W.B. JJ, Pg. 330) the following two courses:

(L4) S12°00'51"E - 196.84 feet to an iron pin set and

(L5) S76°24'13"W - 209.99 feet to an iron pin set, said pin being on the eastern right-of-way of S. Queen Street (Commonwealth of Kentucky, D.B. 80, Pg. 198), and being 30 feet east of the centerline of S. Queen Street;

Thence with the eastern right-of-way of S. Queen Street the following two courses:

(L6) N13°15'17"W - first with the line of the Commonwealth of Kentucky (D.B. 80, Pg. 198) and second with the line of the Commonwealth of Kentucky (D.B. 80, Pg. 325) a total distance of 21.32 feet to a point, and

(L7) N12°44'41"W – first with the line of the Commonwealth of Kentucky (D.B. 80, Pg. 325) and second with the line of the Commonwealth of Kentucky (D.B. 80, Pg. 276) – passing an iron witness pin set at 52.83 feet and continuing at the same bearing an additional 0.86 feet for a total distance of 53.69 feet to the POINT OF BEGINNING and containing 0.600 acres by survey.

All bearings are referenced to grid north of the Kentucky State Plane Coordinate System – North Zone (NAD83).

This description prepared from a physical survey conducted by David L. King II, AGE Engineering Services, Inc., Ky. P.L.S. #3916, dated the 6th day of August, 2020.

Being the same property conveyed to Kentucky Utilities Company by Deed dated August 31, 2020, of record in Deed Book 333, Page 655, in the Office of the Clerk of Montgomery County, Kentucky.

Scott County, Kentucky:

Being all of Lot 1, consisting of 6.17 acres, as shown on the Final Record Plat of Thoroughbred Acres, Unit 6-D, Georgetown, Scott County, Kentucky, dated September, 2021, as prepared by EA Partners, PLC, Lexington, Kentucky, and filed of record on October 4, 2021, in Plat Cabinet No. 13, Slide No. 55, in the Scott County Clerk's Office, Scott County, Kentucky.

Being the same property conveyed to Kentucky Utilities Company by Deed dated October 28, 2021, of record in Deed Book 428, Page 859, in the Office of the Clerk of Scott County, Kentucky.

KENTUCKY UTILITIES COMPANY

Generating Facilities

Schedule of additional generating stations located in the Commonwealth of Kentucky

1. Undivided 56% interests in sections 2, 3, 4, and 5 of the Community Solar Share solar generating facility located in Shelby County, Kentucky, the remaining 44% interests in such facilities being owned by Louisville Gas and Electric Company.

KENTUCKY UTILITIES 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, 5.450% Series due 2033**

The undersigned Tadd J. Henninger, an Authorized Signatory of KENTUCKY UTILITIES 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. 9, dated as of March 1, 2023 (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. 11, established in Supplemental Indenture No. 9, 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, 5.450% Series due 2033" (the "Bonds"), and the date of the Bonds shall be March 20, 2023;
 - (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. 9 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 15, 2033; 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 5.450% 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 15 and October 15 of each year, commencing October 15, 2023; the Regular Record Date for the interest payable on any Interest Payment Date with respect to the Bonds shall be the April 1 or October 1 (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;
 - (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. 9 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.

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).

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.

IN WITNESS WHEREOF, I have executed this Officer's Certificate this 20th day of March, 2023.

/s/ Tadd J. Henninger

Name: Tadd J. Henninger

Title: Authorized Signatory

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

[FORM OF BOND]

No. R-
Principal Amount of \$

CUSIP No.

KENTUCKY UTILITIES COMPANY

FIRST MORTGAGE BOND, 5.450% SERIES DUE 2033

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

Dollars (\$ _____)

on April 15, 2033 (the "Stated Maturity Date"), and to pay interest on said principal sum semi-annually in arrears on April 15 and October 15 of each year (each, an "Interest Payment Date"), at the rate of 5.450% 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 15, 2023, and interest on the Securities of this series will accrue from and including March 20, 2023, 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:

THE BANK OF NEW YORK MELLON, 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 (a) to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the April 1 or October 1, 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, to 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. 9 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 January 15, 2033 (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 (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

- (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest hereon discounted to the redemption date (assuming this Security matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points less (b) interest accrued to the date of redemption, and
- (2) 100% of the principal amount of this Security to be redeemed,

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:

“Treasury Rate” means, with respect to any redemption date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily) - H.15” (or any successor designation or publication) (“H.15”) under the caption “U.S. government securities–Treasury constant maturities–Nominal” (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable:

- (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the “Remaining Life”); or
- (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or
- (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third business day preceding the redemption date H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per

annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of redemption shall be given by mail to Holders of Securities, not less than 10 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.

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.

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.

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:

KENTUCKY UTILITIES COMPANY

By: _____

Name:

Title:

Name:

Title:

ASSIGNMENT FORM

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

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

[please print or typewrite name and address of assignee]

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: _____

[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

(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 Depositary 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.”

PPL Services Corporation
Office of General Counsel
220 W. Main Street, LGE/KU
Louisville, KY 40202
USA

Exhibit 5(a)

John P. Fendig
Senior Counsel
T 502-627-2608
F 502-627-3367
JPFendig@pplweb.com

March 20, 2023

Louisville Gas and Electric Company
One Quality Street
Lexington, Kentucky 40507

Ladies and Gentlemen:

I am Corporate Secretary of Louisville Gas and Electric Company, a Kentucky corporation (the “Company”) and Senior Counsel of the Company's affiliate, PPL Services Corporation. 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, 5.450% Series due 2033 (the “Bonds”). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-253290-02, 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 19, 2021, as supplemented by the prospectus supplement dated March 9, 2023, 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. 8 (the “Supplemental Indenture”), dated as of March 1, 2023, 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 9, 2023 (the “Underwriting Agreement”), among the Company and Goldman Sachs & Co. LLC, MUFG Securities Americas Inc., Truist Securities, Inc. and Wells Fargo Securities, LLC, 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 March 2, 2023;
- (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 Kentucky Public Service Commission dated April 14, 2022, as amended by the Order dated April 27, 2022, and confirmed by the Order dated January 31, 2023, all 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.

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 Bracewell LLP, special counsel for the Company. In rendering their opinions to you of even date herewith, Bracewell LLP 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(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 P. Fendig

John P. Fendig

BRACEWELL

Exhibit 5(b)

March 20, 2023

Louisville Gas and Electric Company
One Quality Street
Lexington, Kentucky 40507

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 the Company’s First Mortgage Bonds, 5.450% Series due 2033 (the “Bonds”). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-253290-02, 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 19, 2021, as supplemented by the prospectus supplement dated March 9, 2023 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. 8 thereto (the “Supplemental Indenture”), dated as of March 1, 2023, 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 9, 2023 (the “Underwriting Agreement”), between the Company and Wells Fargo Securities, LLC, Goldman Sachs & Co. LLC, MUFG Securities Americas Inc. and Truist Securities, 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 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.

Bracewell LLP

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BRACEWELL

March 20, 2023

Page 2

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.

The enforceability of obligations of the Company under the Bonds and the Indenture is subject to the effect of any applicable bankruptcy (including, without limitation, fraudulent conveyance and preference), insolvency, reorganization, rehabilitation, moratorium or similar laws and decisions relating to or affecting the enforcement of mortgagees' and other creditors' rights generally, and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, and the possible unavailability of specific performance or injunctive relief. Such principles are of general application, and in applying such principles a court, among other things, might decline to order parties to perform covenants. We express no opinion (a) as to the enforceability of provisions in the Bonds or the Indenture regarding waiver, delay, extension or omission of notice or enforcement of rights or remedies, waivers of defenses or waivers of benefits of stay, extension, moratorium, redemption, statutes of limitations or other benefits provided by operation of law or (b) as to the validity, binding effect or enforceability of any provisions in the Bonds or the Indenture that require or relate to the payment of interest, fees or charges at a rate or in an amount that is in excess of legal limits or that a court would determine in the circumstances under applicable law to be commercially unreasonable or a penalty or a forfeiture. In addition, the enforceability of any exculpation, indemnification or contribution provisions contained in the Indenture may be limited by applicable law or public policy.

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 letters of even date herewith addressed to you by John P. Fendig, Esq., Corporate Secretary of the Company and Senior Counsel of PPL Services Corporation, 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. Fendig 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(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 references to our firm 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/ Bracewell LLP



ANTHONY L. SCHNELL
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LOUISVILLE, KY 40202-2828
MAIN: (502) 333-6000
FAX: (502) 333-6099

March 20, 2023

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

Ladies and Gentlemen:

We are acting 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 of the Company’s 5.450% First Mortgage Bonds due 2033 (the “*Bonds*”). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-253290-02) dated February 19, 2021 (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 19, 2021, as supplemented by the prospectus supplement dated March 9, 2023 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 March 20, 2023, 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.

This opinion is limited to the law of the Commonwealth of Kentucky. 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 Bracewell LLP. In rendering their opinions to you of even date herewith, Bracewell LLP and John P. Fendig may rely as to matters governed by the law of the Commonwealth of Kentucky 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
Anthony L. Schnell, Member

Exhibit 5(d)

PPL Services Corporation
Office of General Counsel
220 W. Main Street, LGE/KU
Louisville, KY 40202
USA

John P. Fendig
Senior Counsel
T 502-627-2608
F 502-627-3367
JPFendig@pplweb.com

March 20, 2023

Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 40507

Ladies and Gentlemen:

I am Corporate Secretary of Kentucky Utilities Company, a Kentucky and Virginia corporation (the “Company”) and Senior Counsel of the Company’s affiliate, PPL Services Corporation. 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, 5.450% Series due 2033 (the “Bonds”). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-253290-01, 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 19, 2021, as supplemented by the prospectus supplement dated March 9, 2023 and Supplement No. 1 dated March 17, 2023, 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. 9 (the “Supplemental Indenture”), dated as of March 1, 2023, 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 9, 2023 (the “Underwriting Agreement”), among the Company and Goldman Sachs & Co. LLC, MUFG Securities Americas Inc., Truist Securities, Inc. and Wells Fargo Securities, LLC, 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 March 2, 2023;

(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 Kentucky Public Service Commission dated April 14, 2022, as amended by the Order dated April 27, 2022, and confirmed by Order dated January 31, 2023, and the Order of the State Corporation Commission of the Commonwealth of Virginia dated March 29, 2022, all 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.

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, 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 Bracewell LLP, special counsel for the Company. In rendering their opinions to you of even date herewith, Bracewell 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(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 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 P. Fendig

John P. Fendig

BRACEWELL

Exhibit 5(e)

March 20, 2023

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 \$400,000,000 in aggregate principal amount of the Company’s First Mortgage Bonds, 5.450% Series due 2033 (the “Bonds”). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-253290-01, 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 19, 2021, as supplemented by the prospectus supplement dated March 9, 2023 and Supplement No. 1 dated March 17, 2023 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. 9 thereto (the “Supplemental Indenture”), dated as of March 1, 2023, 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 9, 2023 (the “Underwriting Agreement”), between the Company and Wells Fargo Securities, LLC, Goldman Sachs & Co. LLC, MUFG Securities Americas Inc. and Truist Securities, 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 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.

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

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BRACEWELL

March 20, 2023

Page 2

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.

The enforceability of obligations of the Company under the Bonds and the Indenture is subject to the effect of any applicable bankruptcy (including, without limitation, fraudulent conveyance and preference), insolvency, reorganization, rehabilitation, moratorium or similar laws and decisions relating to or affecting the enforcement of mortgagees' and other creditors' rights generally, and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, and the possible unavailability of specific performance or injunctive relief. Such principles are of general application, and in applying such principles a court, among other things, might decline to order parties to perform covenants. We express no opinion (a) as to the enforceability of provisions in the Bonds or the Indenture regarding waiver, delay, extension or omission of notice or enforcement of rights or remedies, waivers of defenses or waivers of benefits of stay, extension, moratorium, redemption, statutes of limitations or other benefits provided by operation of law or (b) as to the validity, binding effect or enforceability of any provisions in the Bonds or the Indenture that require or relate to the payment of interest, fees or charges at a rate or in an amount that is in excess of legal limits or that a court would determine in the circumstances under applicable law to be commercially unreasonable or a penalty or a forfeiture. In addition, the enforceability of any exculpation, indemnification or contribution provisions contained in the Indenture may be limited by applicable law or public policy.

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 Commonwealths of Kentucky and Virginia, we have relied exclusively upon the opinions expressed or otherwise encompassed in the letters of even date herewith addressed to you by John P. Fendig, Esq., Corporate Secretary of the Company and Senior Counsel of PPL Services Corporation, 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. Fendig 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(e) 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 references to our firm 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/ Bracewell LLP



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March 20, 2023

Kentucky Utilities Company
220 West Main Street
Louisville, Kentucky 40202

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 \$400,000,000 of the Company’s 5.450% First Mortgage Bonds due 2033 (the “*Bonds*”). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-253290-01) dated February 19, 2021 (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 19, 2021, as supplemented by the prospectus supplement dated March 9, 2023 and Supplement No. 1 dated March 17, 2023 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 March 20, 2023, 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.

This opinion is limited to the law of the Commonwealths of Kentucky and Virginia. 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 Bracewell LLP. In rendering their opinions to you of even date herewith, Bracewell LLP and John P. Fendig may rely as to matters governed by the law of the Commonwealths of Kentucky and Virginia 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(f) 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
Anthony L. Schnell, Member
