

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): August 13, 2025

Commission File Number	Registrant; State of Incorporation; Address and Telephone Number	IRS Employer Identification No.
1-11459	PPL Corporation (Exact name of Registrant as specified in its charter) Pennsylvania 645 Hamilton Street Allentown, PA 18101 (610) 774-5151	23-2758192
1-2893	Louisville Gas and Electric Company (Exact name of Registrant as specified in its charter) Kentucky 820 West Broadway Louisville, KY 40202 (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:

Title of each class	Trading Symbol:	Name of each exchange on which registered
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

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 August 13, 2025, Louisville Gas and Electric Company (“LG&E”) issued \$700,000,000 aggregate principal amount of 5.850% First Mortgage Bonds due 2055 (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 amended and as supplemented and amended by Supplemental Indenture No. 10 thereto (the “LG&E Supplemental Indenture”), dated as of August 1, 2025. 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 August 15, 2055, subject to early redemption. LG&E intends to use the net proceeds from the sale of the LG&E Bonds to repay its \$300 million aggregate principal amount 3.300% Series First Mortgage Bonds due October 1, 2025, to repay short-term debt and for other general corporate purposes.

The LG&E Bonds were offered and sold under LG&E’s Registration Statement on Form S-3 on file with the Securities and Exchange Commission (Registration Statement No. 333-277140-02).

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 August 13, 2025, Kentucky Utilities Company (“KU”) issued \$700,000,000 aggregate principal amount of 5.850% First Mortgage Bonds due 2055 (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 amended and as supplemented and amended by Supplemental Indenture No. 11 thereto (the “KU Supplemental Indenture”), dated as of August 1, 2025. 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 August 15, 2055, subject to early redemption. KU intends to use the net proceeds from the sale of the KU Bonds to repay its \$250 million aggregate principal amount 3.300% Series First Mortgage Bonds due October 1, 2025, to repay short-term debt and for other general corporate purposes.

The KU Bonds were offered and sold under KU’s Registration Statement on Form S-3 on file with the Securities and Exchange Commission (Registration Statement No. 333-277140-01).

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. 10, dated as of August 1, 2025, of Louisville Gas and Electric Company to The Bank of New York Mellon, as Trustee.](#)
- 4(b) - [Officer's Certificate, dated August 13, 2025 establishing certain terms of the LG&E Bonds.](#)
- 4(c) - [Supplemental Indenture No. 11, dated as of August 1, 2025, of Kentucky Utilities Company to The Bank of New York Mellon, as Trustee.](#)
- 4(d) - [Officer's Certificate, dated August 13, 2025 establishing certain terms of the KU Bonds.](#)
- 5(a) - [Opinion of John P. Fendig, Corporate Secretary of Louisville Gas and Electric Company and Senior Counsel of PPL Services Corporation relating to the LG&E Bonds.](#)
- 5(b) - [Opinion of Troutman Pepper Locke 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 of Kentucky Utilities Company and Senior Counsel of PPL Services Corporation relating to the KU Bonds.](#)
- 5(e) - [Opinion of Troutman Pepper Locke LLP relating to the KU Bonds.](#)
- 5(f) - [Opinion of Stoll Keenon Ogden PLLC relating to the KU Bonds.](#)
- 23(a) - [Consent of John P. Fendig, Corporate Secretary of Louisville Gas and Electric Company and Senior Counsel of PPL Services Corporation \(included as part of Exhibit 5\(a\)\).](#)
- 23(b) - [Consent of Troutman Pepper Locke 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 of Kentucky Utilities Company and Senior Counsel of PPL Services Corporation \(included as part of Exhibit 5\(d\)\).](#)
- 23(e) - [Consent of Troutman Pepper Locke 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).

SIGNATURES

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: August 13, 2025

LOUISVILLE GAS AND ELECTRIC COMPANY

TO

THE BANK OF NEW YORK MELLON,

Trustee

Supplemental Indenture No. 10
dated as of August 1, 2025

Supplemental to the Indenture
dated as of October 1, 2010

Establishing

First Mortgage Bonds, 5.850% Series due 2055

SUPPLEMENTAL INDENTURE NO. 10

SUPPLEMENTAL INDENTURE No. 10, dated as of the 1st day of August, 2025, 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. 10 being supplemental thereto. The Original Indenture, as heretofore supplemented, and this Supplemental Indenture No. 10 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 Supplemental Indenture No. 9. Supplemental Indenture No. 9 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 one series of Securities, such series of Securities hereinafter sometimes called the “Securities of Series No. 12”.

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. 12.

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. 12. The Company has duly authorized the execution and delivery of this Supplemental Indenture No. 10 to establish the designation and certain terms of such series of Securities and has duly authorized the issuance of such Securities; and all acts necessary to make this Supplemental Indenture No. 10 a valid agreement of the Company, and to make the Securities of Series No. 12 valid obligations of the Company, have been performed.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE NO. 10 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. 12

SECTION 101. Creation of Series No. 12

There is hereby created a series of Securities designated "First Mortgage Bonds, 5.850% Series due 2055", and the Securities of such series shall:

(a) be issued initially in the aggregate principal amount of \$700,000,000 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 August 13, 2025;

(c) have a Stated Maturity of August 15, 2055, 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. 12, notwithstanding the first sentence of Section 504 of the Original Indenture, notice of redemption of the Securities of Series No. 12 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. 12, 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. 10 is an amendment and supplement to the Original Indenture as heretofore amended and supplemented. As amended and supplemented by this Supplemental Indenture No. 10, 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. 10 shall together constitute the Indenture.

SECTION 302. Effect of Headings.

The Article and Section headings in this Supplemental Indenture No. 10 are for convenience only and shall not affect the construction hereof.

SECTION 303. Electronic Means. With respect to the Securities of Series No. 12:

The Trustee shall have the right to accept and act upon instructions ("Instructions"), including fund transfer instructions given pursuant to this Supplemental Indenture No. 10 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, 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. 10 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. 10 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. 10 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. 10.

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. 10 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. 10 — Louisville Gas and Electric Company]

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Glenn Kunak

Name: Glenn Kunak

Title: Vice President

[Signature Page to Supplemental Indenture No. 10 — Louisville Gas and Electric Company]

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

On this 5th day of August, 2025, 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/ Shelby F. Bayda
Notary Public

Printed Name: Shelby F. Bayda

Commission No. 1456753

[Signature Page to Supplemental Indenture No. 10 — Louisville Gas and Electric Company]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 5th day of August, 2025, before me, a notary public, the undersigned, personally appeared Glenn Kunak, who acknowledged himself to be a Vice President of THE BANK OF NEW YORK MELLON, a New York banking corporation and that he, as a Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as a Vice President.

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

By: /s/ Helen Choi
Notary Public

Printed Name: Helen Choi
Notary Public, State of New York
No.: 01CH6291290
Qualified in New York County
My Commission Expires October 15, 2025

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/ Glenn Kunak
Name: Glenn Kunak
Title: Vice President

[Signature Page to Supplemental Indenture No. 10 — Louisville Gas and Electric Company]

CERTIFICATE OF PREPARER

The foregoing instrument was prepared by:

John P. Fendig, Senior Counsel
PPL Services Corporation
2701 Eastpoint Parkway
Louisville, Kentucky 40223

/s/ John P. Fendig

John P. Fendig

[Signature Page to Supplemental Indenture No. 10 — Louisville Gas and Electric Company]

LOUISVILLE GAS AND ELECTRIC COMPANY

 Bonds Issued and Outstanding
under the Indenture

Supplemental Indenture No.	Dated as of	Series No.	Series Designation	Date of Securities	Principal Amount Issued	Principal Amount Outstanding ¹
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
8	March 1, 2023	10	5.450% Series due 2033	March 20, 2023	\$400,000,000	\$400,000,000
9	November 1, 2023	11	Collateral Series 2023 TCA	December 6, 2023	\$ 65,000,000	\$ 65,000,000

¹ As of August 1, 2025

LOUISVILLE GAS AND ELECTRIC COMPANY

**Filing and Recording of
Supplemental Indenture No. 9, dated as of November 1, 2023,
to
Indenture, dated as of October 1, 2010**

<u>COUNTY</u>	<u>MORTGAGE BOOK</u>	<u>PAGE NUMBER</u>
Breckenridge	554	507
Bullitt	2184	558
Clark	1040	505
Green	363	102
Hardin	DB 1561	565
Hart	500	26
Henry	420	185
Jefferson	12739	215
Larue	444	711
Meade	1113	466
Metcalfe	208	409
Muhlenberg	749	1556
Nelson	1443	240
Oldham	2644	1
Shelby	1329	347
Trimble	262	253

LOUISVILLE GAS AND ELECTRIC COMPANY

Real Property

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

Jefferson County:

Tract I:

BEING Lot thirty-five (35) in Bunger Subdivision, as shown by plat of same recorded in Plat and Subdivision Book 8, Page 1, in the Office of the County Court Clerk of Jefferson County, Kentucky.

Being the same Property conveyed to Louisville Gas and Electric Company by Deed dated December 20, 2023, of record in Deed Book 12753, Page 150, in the Office of the Clerk of Jefferson County, Kentucky.

Tract II:

An undivided 28.05% interest, as a tenant in common, in and to the following described real property located in Jefferson County, Kentucky:

Being Tract 3, Eastpoint Business Center, as shown on plat of record in Plat and Subdivision Book 45 at Page 16, in the office of the Jefferson County Clerk.

Being the same Property interest conveyed to Louisville Gas and Electric Company by Deed dated June 30, 2024, of record in Deed Book 12866, Page 786, in the Office of the Clerk of Jefferson County, Kentucky.

LOUISVILLE GAS AND ELECTRIC COMPANY

Generating Facilities

Schedule of additional generating stations located in the Commonwealth of Kentucky

Undivided 36% interest in wind generating facility located at the E.W. Brown generating station in Mercer County, Kentucky, the remaining 64% 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, 5.850% Series due 2055**

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. 10, dated as of August 1, 2025 (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. 12, established in Supplemental Indenture No. 10, 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 Series No. 13 shall be "First Mortgage Bonds, 5.850% Series due 2055" (the "Bonds"), and the date of the Bonds shall be August 13, 2025;
- (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. 10 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 August 15, 2055; 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 5.850% 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 February 15 and August 15 of each year, commencing February 15, 2026; the Regular Record Date for the interest payable on any Interest Payment Date with respect to the Bonds shall be the February 1 or August 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. 10 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 Depositary with respect to the Bonds in global form, or any successor entity thereto.

"*Depositary*" means the person designated or acting as a securities depositary for the Bonds.

"*DTC*" means The Depository Trust Company.

"*Global Bond*" means a Bond substantially in the form of Exhibit A hereto, 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 Depositary. 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 Depositary to a nominee thereof, or by any nominee of the Depositary to any other nominee thereof, or by the Depositary or any nominee thereof to any Depositary 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 Depositary shall have notified the Company and the Trustee that (A) it is unwilling or unable to continue to act as securities depositary 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 Depositary of the identity of a successor Depositary; 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 Depositary (subject to the procedures of the Depositary).

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 Depositary.

(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 Depositary.

(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 Depositary or any other Person with respect to the accuracy of, or for maintaining, supervising or reviewing, the records of the Depositary 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 Depositary) 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 Depositary 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 Depositary subject to the applicable rules and procedures of the Depositary. The Company and the Trustee may rely conclusively and shall be fully protected in relying upon information furnished by the Depositary 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 Depositary 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 13th day of August, 2025.

/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, 5.850% SERIES DUE 2055

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 August 15, 2055 (the “Stated Maturity Date”), and to pay interest on said principal sum semi-annually in arrears on February 15 and August 15 of each year (each, an “Interest Payment Date”), at the rate of 5.850% 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 February 15, 2026, and interest on the Securities of this series will accrue from and including August 13, 2025, 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 February 1 or August 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. 10 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 February 15, 2055, (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 20 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 to calculate, verify or determine the redemption price or the Treasury Rate.

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) (“H.15 TCM”). 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 TCM 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. 11
dated as of August 1, 2025

Supplemental to the Indenture
dated as of October 1, 2010

Establishing

First Mortgage Bonds, 5.850% Series due 2055

SUPPLEMENTAL INDENTURE NO. 11

SUPPLEMENTAL INDENTURE No. 11, dated as of the 1st day of August, 2025, 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. 11 being supplemental thereto. The Original Indenture, as heretofore supplemented, and this Supplemental Indenture No. 11 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 Supplemental Indenture No. 9. Supplemental Indenture No. 9 has been duly recorded and filed in the various official records in the Commonwealth of Kentucky as set forth in Supplemental Indenture No. 10. Supplemental Indenture No. 10 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 one series of Securities, such series of Securities hereinafter sometimes called the “Securities of Series No. 13”.

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. 13.

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. 13. The Company has duly authorized the execution and delivery of this Supplemental Indenture No. 11 to establish the designation and certain terms of such series of Securities and has duly authorized the issuance of such Securities; and all acts necessary to make this Supplemental Indenture No. 11 a valid agreement of the Company, and to make the Securities of Series No. 13 valid obligations of the Company, have been performed.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE NO. 11 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. 13

SECTION 101. Creation of Series No. 13

There is hereby created a series of Securities designated "First Mortgage Bonds, 5.850% Series due 2055," and the Securities of such series shall:

(a) be issued initially in the aggregate principal amount of \$700,000,000 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 August 13, 2025;

(c) have a Stated Maturity of August 15, 2055, 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. 13, notwithstanding the first sentence of Section 504 of the Original Indenture, notice of redemption of the Securities of Series No. 13 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. 13, 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. 11 is an amendment and supplement to the Original Indenture as heretofore amended and supplemented. As amended and supplemented by this Supplemental Indenture No. 11, 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. 11 shall together constitute the Indenture.

SECTION 302. Effect of Headings.

The Article and Section headings in this Supplemental Indenture No. 11 are for convenience only and shall not affect the construction hereof.

SECTION 303. Electronic Means. With respect to the Securities of Series No. 13:

The Trustee shall have the right to accept and act upon instructions ("Instructions"), including fund transfer instructions given pursuant to this Supplemental Indenture No. 11 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, 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. 11 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. 11 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. 11 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. 11.

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. 11 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. 11 — Kentucky Utilities Company]

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Leslie Morales

Name: Leslie Morales

Title: Vice President

[Signature Page to Supplemental Indenture No. 11 — Kentucky Utilities Company]

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

On this 5th day of August, 2025, 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 L. Bartolomei

Commission No. 1333990

[Signature Page to Supplemental Indenture No. 11 — Kentucky Utilities Company]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 5th day of August, 2025, before me, a notary public, the undersigned, personally appeared Leslie Morales, who acknowledged herself to be a Vice President of THE BANK OF NEW YORK MELLON, a New York banking corporation and that she, as a Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as a Vice President.

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

By: /s/ Rafal Bar
Notary Public

Printed Name: Rafal Bar

Registration No: 01BA6293822
Qualified in Kings County
My Commission Expires 1/31/2026

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/ Leslie Morales
Name: Leslie Morales
Title: Vice President

[Signature Page to Supplemental Indenture No. 11 — Kentucky Utilities Company]

CERTIFICATE OF PREPARER

The foregoing instrument was prepared by:

John P. Fendig, Senior Counsel
PPL Services Corporation
2701 Eastpoint Parkway
Louisville, Kentucky 40223

/s/ John P. Fendig

John P. Fendig

[Signature Page to Supplemental Indenture No. 11 — Kentucky Utilities Company]

KENTUCKY UTILITIES COMPANY

**Bonds Issued and Outstanding
under the Indenture**

Supplemental Indenture No.	Dated as of	Series No.	Series Designation	Date of Securities	Principal Amount Issued	Principal Amount Outstanding ¹
1	October 15, 2010	1	Collateral Series 2010	October 28, 2010	\$350,779,405	\$215,077,405
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	3.300% 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
9	March 1, 2023	11	5.450% Series due 2033	May 20, 2023	\$400,000,000	\$400,000,000
10	November 1, 2023	12	Collateral Series 2023TCA	December 6, 2023	\$ 60,000,000	\$ 60,000,000

¹ As of August 1, 2025

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. 10, dated as of November 1, 2023,
to
Indenture, dated as of October 1, 2010**

<u>COUNTY NAME</u>	<u>BOOK AND PAGE NUMBER</u>
Adair	DB 418, Pg 402
Anderson	MB 739, Pg 72
Ballard	MB 132, Pg 406
Barren	MC 218, Pg 281
Bath	MB 282, Pg 169
Bell	MB 390, Pg 495
Bourbon	MB 726, Pg 418
Boyle	MB 842, Pg 356
Bracken	MB 334, Pg 343
Bullitt	MB 2184, Pg 569
Caldwell	MB 398, Pg 689
Carroll	MB 285, Pg 191
Casey	MB 303, Pg 542
Christian	MB 1808, Pg 33
Clark	MB 1040, Pg 516
Clay	MB 248, Pg 229
Crittenden	MB 260, Pg 347
Estill	MB O12, Pg 379
Fayette	MB 10738, Pg 232
Fleming	Misc. BK 4, Pg 513
Franklin	MB 1723, Pg 619
Fulton	MB 204, Pg 319
Gallatin	MB 273, Pg 307
Garrard	MB 441, Pg 247
Grayson	MB 28-O, Pg 31
Green	MB 363, Pg 113
Hardin	DB 1561, Pg 550
Harlan	MB 493, Pg 681
Harrison	MB 485, Pg 464
Hart	MB 500, Pg 11
Henry	MB 420, Pg 210
Hickman	MB 134, Pg 415
Hopkins	MB 1430, Pg 392
Jessamine	MB 1558, Pg 905
Knox	Misc. BK 59, Pg 174

Larue	MB 444, Pg 722
Laurel	MB 1376, Pg 53
Lee	MB 132, Pg 665
Lincoln	MB 533, Pg 596
Livingston	MB 349, Pg 393
Lyon	MB 295, Pg 235
Madison	MB 2271, Pg 604
Marion	MB 495, Pg 437
Mason	DB 391, Pg 523
McCracken	MB 1789, Pg 114
McLean	MB 237, Pg 157
Mercer	MB 783, Pg 218
Montgomery	MB 658, Pg 687
Muhlenberg	MB 749, Pg 1551
Nelson	MB 1443, Pg 251
Nicholas	MB 194, Pg 740
Ohio	MB 640, Pg 527
Oldham	MB 2643, Pg 1017
Owen	MB 330, Pg 304
Pendleton	DB 380, Pg 80
Pulaski	MB 1751, Pg 240
Robertson	MB 78, Pg 341
Rockcastle	MB 344, Pg 559
Rowan	BK A475, Pg 479
Russell	MB 475, Pg 205
Scott	MB 1763, Pg 178
Shelby	MB 1329, Pg 372
Taylor	MB 684, Pg 635
Trimble	MB 262, Pg 264
Union	MB 482, Pg 178
Washington	MB 335, Pg 793
Webster	MB 390, Pg 116
Whitley	MB 710, Pg 596
Woodford	MB 978, Pg 410

KENTUCKY UTILITIES COMPANY

Real Property

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

Caldwell County:

Beginning at a stone in West line of Claxton Road, black oak and two small elms as pointers, thence with road N-7 1/4 -E 206 feet to a stone, two post oaks as pointers thence S-76 3/4 -W 192 feet to a stone, white oak and hickory as pointer, S-6-E 74 feet to a stone thence S-61-E 178 feet to the beginning.

Being the same Property conveyed to Kentucky Utilities Company by Deed dated July 29, 2025, of record in Deed Book 355, Page 283 in the Office of the Clerk of Caldwell County, Kentucky.

Fayette County:

BEING LOT 1 as shown on the Minor Subdivision Plan of Buchanan Substation of record in Plat Cabinet R, Slide 837 in the Office of the Clerk of Fayette County, Kentucky.

Being the same Property conveyed to Kentucky Utilities Company by Deed dated November 28, 2023, of record in Deed Book 4049, Page 735, in the Office of the Clerk of Fayette County, Kentucky.

Jefferson County:

An undivided 26.95% interest, as a tenant in common, in and to the following described real property located in Jefferson County, Kentucky:

Being Tract 3, Eastpoint Business Center, as shown on plat of record in Plat and Subdivision Book 45 at Page 16, in the office of the Jefferson County Clerk.

Being the same Property interest conveyed to Kentucky Utilities Company by Deed dated June 30, 2024, of record in Deed Book 12866, Page 786, in the Office of the Clerk of Jefferson County, Kentucky.

Mercer County:

Tract I:

ALL OF TRACT A AS SET FORTH ON THE MINOR PLAT AMENDMENT #1 OF ANDERSON CIRCLE FARM AS RECORDED IN PLAT CABINET E, SLIDE 30, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET (5/8" X 18" STEEL REBAR WITH ALUMINUM SURVEY CAP STAMPED PLS #3816, AS IS TYPICAL FOR ALL SET CORNER MONUMENTS), SAID PIN LOCATED ON THE SOUTH EDGE OF JACKSON PIKE, 20 FEET SOUTH OF THE CENTERLINE, AND LOCATED ON THE EAST EDGE OF THE RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILROAD, 33 FEET FROM THE CENTER OF RAILROAD, NORTH OF HARRODSBURG IN MERCER COUNTY, KENTUCKY AND BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE WITH THE RIGHT-OF-WAY OF JACKSON PIKE FOR THE FOLLOWING FOURTEEN (14) COURSES: S84°54'14"E – 777.00 FEET TO A POINT, S83°44'44"E – 513.73 FEET TO A POINT, S85°04'00"E – 19.32 FEET TO AN IRON PIN SET, S85°04'00"E – 1011.69 FEET TO A

POINT, S85°34'30"E – 124.99 FEET TO A POINT, S71°23'48"E – 119.07 FEET TO A POINT, S59°41'15"E – 23.10 FEET TO AN IRON PIN SET, S59°41'15"E – 556.30 FEET TO A POINT, S62°21'42"E – 56.46 FEET TO A POINT, S70°05'56"E – 55.09 FEET TO A POINT, S79°05'32"E – 78.88 FEET TO A POINT, S86°55'04"E – 608.47 FEET TO AN IRON PIN SET, S87°50'16"E – 830.68 FEET TO A POINT, N89°01'56"E – 114.30 FEET TO AN IRON PIN FOUND (PLS #2067), SAID PIN BEING THE NORTHWEST CORNER OF LLOYD JONES JR. (DB 218, PG 318); THENCE LEAVING JACKSON PIKE AND WITH JONES JR. FOR THE FOLLOWING TWO (2) COURSES: S00°52'22"W – 661.81 FEET TO AN IRON PIN FOUND (PLS #2067), S83°00'21"E – 680.70 FEET TO AN IRON PIN FOUND (PLS #2067), SAID PIN BEING THE SOUTHWEST CORNER OF LLOYD JONES SR. (DB 114, PG 282); THENCE LEAVING JONES JR. AND WITH JONES SR. S84°56'24"E – 583.06 FEET TO AN IRON PIN SET, SAID PIN BEING LOCATED ON THE WEST EDGE OF RIGHT-OF-WAY OF US HIGHWAY 127, 88 FEET WEST OF THE HIGHWAY BASELINE; THENCE LEAVING JONES SR. AND WITH THE RIGHT-OF-WAY OF US HIGHWAY 127 S04°39'40"E – 739.10 FEET TO AN IRON PIN SET; THENCE LEAVING US HIGHWAY 127 AND ACROSS THE PROPERTY OF CERES FARMS, LLC THE FOLLOWING THREE (3) COURSES: N90°00'00"W – 4247.69 FEET TO AN IRON PIN SET, S00°00'00"E – 4254.62 FEET TO AN IRON PIN SET AND N87°17'21"W – 2567.83 FEET TO AN IRON PIN SET, SAID PIN BEING ON THE EAST EDGE OF RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILROAD, 34 FEET FROM THE CENTER OF THE RAILROAD; THENCE WITH THE RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILROAD THE FOLLOWING THREE (3) COURSES: N06°35'14"E – 886.45 FEET TO AN IRON PIN FOUND (PLS #3118), N06°31'10"E – 2448.42 FEET TO AN IRON PIN SET AND N06°31'10"E – 3196.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 459.209 ACRES BY SURVEY

THIS DESCRIPTION PREPARED FROM A PHYSICAL SURVEY CONDUCTED BY VANTAGE ENGINEERING PLC, KENDAL WISE, KENTUCKY PLS #3816 DATED THE 2ND DAY OF MARCH, 2023.

TOGETHER WITH THE NON-EXCLUSIVE 50-FOOT WIDE ACCESS EASEMENT SET FORTH IN THE ACCESS EASEMENT AGREEMENT BY AND BETWEEN KENTUCKY UTILITIES COMPANY AND MERCER COUNTY SOLAR PROJECT, LLC DATED APRIL 26, 2023, RECORDED MAY 3, 2023 IN MORTGAGE BOOK 771, PAGE 834 OF THE MERCER COUNTY, KENTUCKY CLERK'S OFFICE.

THE ABOVE LEGAL DESCRIPTION IS HEREBY REPLACED WITH THE FOLLOWING REVISED LEGAL DESCRIPTION CREATED PURSUANT TO THE SURVEY PERFORMED IN NOVEMBER, 2023, BY SURVEYING AND MAPPING, LLC (SAM) UNDER THE DIRECT SUPERVISION OF STEVEN L. SEESE, PROFESSIONAL LAND SURVEYOR NUMBER 4185:

SITUATED IN THE COUNTY OF MERCER, COMMONWEALTH OF KENTUCKY, BEING A 459.317 ACRE PARCEL, AS SURVEYED, AND BEING ALL OF THAT 90.839 PARCEL (FARM 2, TRACT 2) CONVEYED TO CERES FARMS, LLC, AN INDIANA LIMITED LIABILITY COMPANY BY DEED BOOK 343, PAGE 417 AND SHOWN ON "ANDERSON CIRCLE FARM" MINOR PLAT (PLAT CABINET C, SLIDE 693) AND "ANDERSON CIRCLE FARM" MINOR PLAT AMENDMENT #1' (PLAT CABINET E, PAGE 30), AND ALL OF THAT 368.370 ACRE PARCEL SHOWN ON THE "ANDERSON CIRCLE FARM" MINOR PLAT AMENDMENT #1" (PLAT CABINET E, PAGE 30), WHICH IS PART OF THAT 1,351.883 ACRE PARCEL (1,226.773 ACRES AFTER EXCEPTION) CONVEYED TO CERES FARMS, LLC, AN INDIANA LIMITED LIABILITY COMPANY BY DEED BOOK 343, PAGE 417 AND SHOWN ON "ANDERSON CIRCLE FARM" MINOR PLAT (PLAT CABINET C, SLIDE 693), (ALL REFERENCES IN THIS DESCRIPTION REFER TO THE RECORDS OF THE RECORDER'S OFFICE, MERCER COUNTY, KENTUCKY), ALSO BEING PART OF PVA MAP ID 045.00-00029.00, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT ½ INCH REBAR WITH AN ORANGE CAP ON THE EASTERLY RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILROAD, ALSO BEING ON THE SOUTHERN RIGHT OF WAY LINE OF JACKSON PIKE (40 FEET WIDE) BEING THE NORTHWEST CORNER OF SAID 90.863 ACRE PARCEL;

THENCE ALONG THE SOUTHERLY RIGHT OF LINE OF JACKSON PIKE AND THE NORTHERLY LINE OF SAID 90.863 ACRE PARCEL, SOUTH 84 DEGREES 54 MINUTES 14 SECONDS EAST, A DISTANCE OF 777.10 FEET TO A REBAR WITH CAP SET;

THENCE ALONG COMMON LINES OF SAID 90.863 ACRE PARCEL AND SAID JACKSON PIKE, THE FOLLOWING TWO (2) COURSES;

1. SOUTH 83 DEGREES 44 MINUTES 44 SECONDS EAST, A DISTANCE OF 513.80 FEET TO A MAG NAIL SET;
2. SOUTH 85 DEGREES 04 MINUTES 00 SECONDS EAST, A DISTANCE OF 19.32 FEET TO A 2 INCH REBAR WITH METAL CAP "WISE PLS 3816", BEING A NORTHEASTERLY CORNER OF SAID 90.863 ACRE PARCEL ALSO BEING A NORTHWESTERLY CORNER OF SAID 1,226.773 ACRE PARCEL;

THENCE ALONG COMMON LINES OF SAID 1,226.773 ACRE PARCEL AND SAID JACKSON PIKE, THE FOLLOWING ELEVEN (11) COURSES;

1. SOUTH 85 DEGREES 04 MINUTES 00 SECONDS EAST, A DISTANCE OF 1,011.82 FEET TO A 5/8 INCH REBAR FOUND;
2. SOUTH 85 DEGREES 34 MINUTES 30 SECONDS EAST, A DISTANCE OF 125.01 FEET TO A 5/8 INCH REBAR SET;
3. SOUTH 71 DEGREES 23 MINUTES 48 SECONDS EAST, A DISTANCE OF 119.09 FEET TO A 5/8 INCH *REBAR* SET;
4. SOUTH 59 DEGREES 41 MINUTES 15 SECONDS EAST, A DISTANCE OF 23.10 FEET TO 2 INCH REBAR WITH METAL CAP "WISE PLS 3816" FOUND;
5. SOUTH 59 DEGREES 41 MINUTES 15 SECONDS EAST, A DISTANCE OF 556.37 FEET TO A 5/8 INCH *REBAR* SET;
6. SOUTH 62 DEGREES 21 MINUTES 42 SECONDS EAST, A DISTANCE OF 56.47 FEET TO A 5/8 INCH REBAR SET;
7. SOUTH 70 DEGREES 05 MINUTES 56 SECONDS EAST, A DISTANCE OF 55.10 FEET TO A 5/8 INCH REBAR *SET*;
8. SOUTH 79 DEGREES 05 MINUTES 32 SECONDS EAST, A DISTANCE OF 78.89 FEET TO A 5/8 INCH REBAR SET;
9. SOUTH 86 DEGREES 55 MINUTES 04 SECOND EAST, A DISTANCE OF 608.55 FEET TO A 2 INCH REBAR WITH METAL CAP "WISE PLS 3816" FOUND;
10. SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST, A DISTANCE OF 830.79 FEET TO A 5/8 INCH REBAR SET;
11. NORTH 89 DEGREES 04 MINUTES 07 SECONDS EAST, A DISTANCE OF 114.31 FEET TO A 3/4 INCH IRON PIPE WITH CAP "HUFF 2067" FOUND ON THE SOUTHERN RIGHT OF WAY LINE OF SAID JACKSON PIKE. ALSO BEING A NORTHWEST CORNER OF A 10.93 ACRE PARCEL CONVEYED TO LLOYD HUGHES JONES. JR. AND JENNIE LEE JONES BY DEED BOOK 218, PAGE 318, ALSO BEING A NORTHEASTERLY CORNER OF SAID 1,226.773 ACRE PARCEL;

THENCE ALONG COMMON LINES OF SAID 1,226.773 ACRE PARCEL AND SAID 10.93 ACRE PARCEL, THE FOLLOWING TWO (2) COURSES;

1. SOUTH 00 DEGREES 52 MINUTES 26 SECONDS WEST, A DISTANCE OF 661.90 FEET TO A 3/4 INCH IRON PIPE WITH CAP "HUFF 2067" FOUND;
2. SOUTH 83 DEGREES 00 MINUTES 14 SECONDS EAST, A DISTANCE OF 680.79 FEET TO A 3/4 INCH IRON PIPE WITH CAP "HUFF 2067" FOUND, BEING THE SOUTHEAST CORNER OF SAID 10.93 ACRE PARCEL ALSO BEING THE SOUTHWEST CORNER OF A 14.2 ACRE PARCEL PRESENTLY OWNED BY L.H. JONES (PVA MAP ID: 045.00-00022.00), ALSO BEING A NORTHEASTERLY CORNER OF SAID 1,226.773 ACRE PARCEL;

THENCE ALONG THE SOUTHERLY LINE OF SAID 14.2 ACRE PARCEL AND A NORTHERLY LINE OF SAID 1,226.773 ACRE PARCEL, SOUTH 84 DEGREES 56 MINUTES 17 SECONDS EAST, A DISTANCE OF 583.14 FEET TO A REBAR WITH CAP, "WISE PLS 3816", FOUND AT A NORTHEASTERLY CORNER OF SAID 1,226.773 ACRE PARCEL AND BEING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. ROUTE 127 / LOUISVILLE ROAD (VARIABLE RIGHT OF WAY WIDTH), BEING REFERENCED BY A KENTUCKY CONCRETE RIGHT OF WAY MONUMENT FOUND (LEANING) AT SOUTH 59 DEGREES 06 MINUTES 40 SECONDS EAST, A DISTANCE OF 1.21 FEET;

THENCE ALONG A COMMON LINE OF SAID 1,226.773 ACRE PARCEL AND SAID U.S. ROUTE 127 / LOUISVILLE RD, SOUTH 04 DEGREES 39 MINUTES 33 SECONDS EAST, A DISTANCE OF 739.20 FEET TO A POINT REFERENCED BY A REBAR WITH A METAL CAP "WISE PLS 3816" FOUND SOUTH 58 DEGREES 12 MINUTES 01 SECOND WEST, A DISTANCE OF 0.61 FEET;

THENCE LEAVING SAID COMMON LINE AND ALONG NEW LINES THROUGH SAID 1,226.773 ACRE PARCEL THE FOLLOWING THREE (3) COURSES:

1. NORTH 89 DEGREES 59 MINUTES 53 SECONDS WEST, A DISTANCE OF 4,248.34 FEET TO A 5/8 INCH REBAR WITH YELLOW CAP "WISE PLS 3816" FOUND;
2. SOUTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, A DISTANCE OF 4,255.16 FEET TO A 5/8 INCH REBAR WITH YELLOW CAP "WISE PLS 3816" FOUND;
3. NORTH 87 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 2,568.06 FEET TO A 5/8 INCH REBAR WITH YELLOW CAP "WISE PLS 3816" FOUND ON A LINE COMMON TO THE EASTERN RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILROAD (68 FEET WIDE) AND THE WESTERLY LINE OF SAID 1,226.773 ACRE PARCEL;

THENCE ALONG COMMON LINES OF SAID 1,226.773 ACRE PARCEL AND SAID NORFOLK SOUTHERN RAILROAD, THE FOLLOWING TWO (2) COURSES;

1. NORTH 06 DEGREES 35 MINUTES 14 SECONDS EAST, A DISTANCE OF 738.21 FEET TO A POINT REFERENCED BY IRON PIPE FOUND SOUTH 07 DEGREES 48 MINUTES 10 SECONDS WEST, A DISTANCE OF 1.81 FEET;
2. NORTH 06 DEGREES 31 MINUTES 10 SECONDS EAST, A DISTANCE OF 2,448.74 FEET TO A 2 INCH REBAR WITH AN METAL CAP "WISE PLS 3816" FOUND, BEING THE SOUTHWEST CORNER OF SAID 90.863 ACRE PARCEL AND A NORTHWESTERLY CORNER OF SAID 1,226.773 ACRE PARCEL;

THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF NORFOLK SOUTHERN RAILROAD AND THE WESTERLY LINE OF SAID 90.863 ACRE PARCEL, NORTH 06 DEGREES 31 MINUTES 09 SECONDS EAST, A DISTANCE OF 3,196.64 FEET TO THE POINT OF BEGINNING OF THIS PARCEL CONTAINING 459.317 ACRES MORE OR LESS, END OF DESCRIPTION;

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH RIGHT OF WAY LINE OF JACKSON PIKE (40 FEET WIDE), WHICH IS MONUMENTED BY TWO WOOD POSTS FOUND ON THE NORTHERLY LINE OF A 141.30 ACRE PARCEL (FARM 2, TRACT 3) GRANTED TO CERES FARMS LLC, AN INDIANA LIMITED LIABILITY COMPANY BY DEED BOOK 343, PAGE 417. SAID LINE IS MEASURED TO BE SOUTH 87 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 777.15 FEET.

THIS DESCRIPTION IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED IN MAY 2020 AND NOVEMBER 2023 BY SURVEYING AND MAPPING, LLC (SAM) UNDER THE DIRECT SUPERVISION OF STEVEN L. SEESE, PROFESSIONAL *LAND* SURVEYOR NUMBER 4185

Being the same Property conveyed to Kentucky Utilities Company by Deed dated November 29, 2023, of record in Deed Book 380, Page 875, in the Office of the Clerk of Mercer County, Kentucky.

Tract II:

SITUATED IN THE COUNTY OF MERCER, COMMONWEALTH OF KENTUCKY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POST IN THE WEST RIGHT OF WAY LINE OF THE SOUTHERN RAILWAY PROPERTY CORNER TO PRESTON, SAID POINT OF BEGINNING BEING S 6 DEG. 33' W 318.6 FEET FROM THE INTERSECTING SOUTH RIGHT-OF-WAY LINE OF JACKSON TURNPIKE AND THE WEST RIGHT-OF-WAY LINE OF THE SOUTHERN RAILWAY PROPERTY;

THENCE WITH THE WEST RIGHT-OF-WAY LINE OF THE SOUTHERN RAILWAY PROPERTY S 6 DEG. 33' W 4643.7 FEET TO A POST CORNER TO VOTAW;

THENCE WITH VOTAW N 87 DEG. 30' W 1267.9 FEET TO A POST CORNER TO BARNETT;

THENCE WITH BARNETT N 6 DEG. 33' E 4960.0 FEET TO A POST IN THE SOUTH RIGHT-OF-WAY LINE OF JACKSON TURNPIKE;

THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF JACKSON TURNPIKE S 87 DEG. 30' E 717.9 FEET TO A POST CORNER TO PRESTON; THENCE WITH THE DIVISION LINE OF PRESTON AND PROPERTY HEREBY CONVEYED; S 4 DEG 35' W 200.5 FEET, S 84 DEG. 07' E 126.8 FEET, S 1 DEG. 20' E 111.6 FEET, S 87 DEG. 29' E 342.5 FEET TO THE POINT OF BEGINNING CONTAINING 141.30 ACRES, MORE OR LESS, THIS IN ACCORDANCE WITH A SURVEY MADE BY CHARLES THOMAS, REGISTERED CIVIL ENGINEER.

PARCEL ID: PT OF 045.00-00029.00

THE ABOVE LEGAL DESCRIPTION IS HEREBY REPLACED WITH THE FOLLOWING REVISED LEGAL DESCRIPTION CREATED PURSUANT TO THE SURVEY PERFORMED IN NOVEMBER, 2023, BY SURVEYING AND MAPPING, LLC (SAM) UNDER THE DIRECT SUPERVISION OF STEVEN L. SEESE, PROFESSIONAL LAND SURVEYOR NUMBER 4185:

SITUATED IN THE COUNTY OF MERCER, COMMONWEALTH OF KENTUCKY, BEING A 140.826 ACRE TRACT, AS SURVEYED, AND BEING THE SAME AS THAT 141.30 TRACT (FARM 2, TRACT, 3) CONVEYED TO CERES FARMS, LLC, AN INDIANA LIMITED LIABILITY COMPANY BY DEED BOOK 343, PAGE 417 (ALL DEED REFERENCES IN THIS DESCRIPTION REFER TO THE RECORDS OF THE RECORDER'S OFFICE, MERCER COUNTY, KENTUCKY), ALSO BEING PART OF PVA MAP ID 045.00-00029.00 (FORMERLY MAP ID 045.00-00032.00), SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT 1/2 INCH REBAR WITH CAP "DPS 3432" ON THE WESTERLY RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILROAD BEING A NORTHEASTERLY CORNER OF SAID 140.826 ACRE PARCEL, ALSO BEING THE SOUTHEAST CORNER A 3.20 ACRE PARCEL CONVEYED TO FRANCIS NICOLE KENDRICK BY DEED BOOK 378, PAGE 333;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE EAST LINE OF SAID 140.826 ACRE TRACT SOUTH 06 DEGREES 33 MINUTES 37 SECONDS WEST, A DISTANCE OF 4,649.70 FEET TO A WOOD FENCE POST BEING THE SOUTHEAST CORNER OF SAID 140.826 ACRE PARCEL, ALSO BEING THE NORTHEAST CORNER OF A 280.838 ACRE PARCEL CONVEYED TO PATRICIA VOTAW BAKER BY DEED BOOK 272, PAGE 814;

THENCE ALONG THE NORTHERLY LINE OF SAID 280.838 ACRE TRACT AND THE SOUTHERLY LINE OF SAID 140.826 ACRE TRACT, NORTH 86 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 1,265.49 FEET, TO A WOOD FENCE POST WITH MAG NAIL AND WASHER STAMPED "WITT L.S. 2187", BEING THE SOUTHWEST CORNER OF SAID 140.826 ACRE PARCEL, ALSO BEING THE SOUTHEAST CORNER OF A 137.03 ACRE PARCEL CONVEYED TO EDMOND W. HOGAN AND KAREN M. HOGAN BY DEED BOOK 298, PAGE 746, REFERENCED BY AN IRON PIN FOUND NORTH 02 DEGREES 52 MINUTES 13 SECONDS WEST, AT A DISTANCE OF 0.74 FEET;

THENCE ALONG THE EASTERLY LINE OF SAID 137.03 ACRE TRACT AND THE WESTERLY LINE OF SAID 140.826 ACRE TRACT, NORTH 06 DEGREES 32 MINUTES 00 SECONDS EAST, A DISTANCE OF 4,956.48 FEET, TO A WOOD FENCE POST IN THE SOUTHERLY RIGHT OF WAY OF JACKSON PIKE (30 FEET WIDE), BEING THE NORTHWEST CORNER OF SAID 140.826 PARCEL, ALSO BEING THE NORTHEAST CORNER OF SAID 137.03 ACRE PARCEL, BEING REFERENCED BY AN IRON PIN FOUND SOUTH 74 DEGREES 37 MINUTES 38 SECONDS WEST, AT A DISTANCE OF 0.50 FEET;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID JACKSON PIKE AND THE NORTHERLY LINE OF SAID 140.826 ACRE TRACT, SOUTH 87 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 777.15 FEET, TO A WOOD FENCE POST BEING A NORTHEASTERLY CORNER OF SAID 140.826 ACRE PARCEL, ALSO BEING THE NORTHWEST CORNER OF AFORESAID 3.20 ACRE PARCEL;

THENCE ALONG COMMON LINES OF SAID 140.826 ACRE PARCEL AND SAID 3.20 ACRE PARCEL, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 04 DEGREES 42 MINUTES 51 SECONDS WEST, A DISTANCE OF 198.17 FEET TO A ½ INCH REBAR WITH CAP "DPS 3432";
2. SOUTH 84 DEGREES 07 MINUTES 03 SECONDS EAST, A DISTANCE OF 126.80 FEET TO A ½ INCH REBAR WITH A BUSTED CAP;
3. SOUTH 01 DEGREES 20 MINUTES 03 SECONDS EAST, A DISTANCE OF 111.60 FEET TO A 2 INCH REBAR WITH METAL CAP "WISE PLS 3816";
4. SOUTH 87 DEGREES 29 MINUTES 03 SECONDS EAST, A DISTANCE TO 342.50 FEET TO THE POINT OF BEGINNING OF THIS PARCEL, CONTAINING 140.826 ACRES MORE OR LESS, END OF DESCRIPTION;

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH RIGHT OF WAY LINE OF JACKSON PIKE (30 FEET WIDE), WHICH IS MONUMENTED BY TWO WOOD POSTS FOUND ON THE NORTHERLY LINE SAID 140.826 ACRE TRACT. SAID LINE IS MEASURED TO BE SOUTH 87 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 777.15 FEET.

Being the same Property conveyed to Kentucky Utilities Company by Deed dated January 10, 2024, of record in Deed Book 381, Page 369, in the Office of the Clerk of Mercer County, Kentucky.

Tract III:

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF MERCER, COMMONWEALTH OF KENTUCKY:

BEGINNING AT AN IRON PIN SET (5/8 INCH X 18 INCH STEEL REBAR WITH ALUMINUM SURVEY CAP STAMPED PLS #3816, AS IS TYPICAL FOR ALL SET CORNER MONUMENTS), SAID PIN LOCATED ON THE NORTH EDGE OF RIGHT-OF-WAY OF JACKSON PIKE, 20 FEET NORTH OF THE CENTERLINE AND LOCATED ON THE EAST EDGE OF RIGHT OF WAY OF NORFOLK SOUTHERN RAILROAD, 100 FEET FROM THE CENTER OF THE RAILROAD TRACKS, BEING NORTH OF HARRODSBURG IN MERCER COUNTY, KENTUCKY AND BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE LEAVING THE RAILROAD RIGHT-OF-WAY AND WITH THE RIGHT-OF-WAY OF JACKSON PIKE FOR THE FOLLOWING THREE (3) COURSES: SOUTH 84°54'14" EAST 709.31 FEET TO A POINT, SOUTH 83°44'44" EAST 513.67 FEET TO A POINT, SOUTH 85°04'00" EAST 393.29 FEET TO AN IRON PIN SET, SAID PIN BEING THE SOUTHWEST CORNER OF GREEN (DEED BOOK 204, PAGE 277);

THENCE LEAVING THE RIGHT OF WAY OF JACKSON PIKE AND WITH GREEN NORTH 04°59'59" EAST 460.19 FEET TO AN IRON PIN FOUND (PLS #3816), SAID PIN BEING THE SOUTHWEST CORNER OF MOONSHADOW HOLDINGS, LLC (PLAT FILE C-644);

THENCE LEAVING GREEN AND WITH MOONSHADOW HOLDINGS, LLC FOR THE FOLLOWING TWO (2) COURSES: NORTH 05°06'21" EAST 1155.73 FEET TO AN IRON PIN FOUND (PLS #3816), SOUTH 86°06'11" EAST 379.01 FEET TO AN IRON PIN FOUND (PLS #3816), SAID PIN BEING IN THE WEST BOUNDARY OF THE JOHN KELLER ESTATE (DEED BOOK 76, PAGE 326);

THENCE LEAVING MOONSHADOW HOLDINGS, LLC AND WITH THE JOHN KELLER ESTATE FOR THE FOLLOWING THREE (3) COURSES: NORTH 09°46'22" WEST 912.99 FEET TO AN IRON PIN SET, SOUTH 89°57'37" EAST 2192.00 FEET TO AN IRON PIN SET, SOUTH 04°20'07" EAST 945.10 FEET TO AN IRON PIN SET, SAID PIN BEING THE NORTHWEST CORNER OF JOHN KELLER (DEED BOOK 114, PAGE 491);

THENCE LEAVING THE JOHN KELLER ESTATE AND WITH JOHN KELLER NORTH 83°38'56" EAST 744.68 FEET TO AN IRON PIN SET, SAID PIN BEING THE SOUTHWEST CORNER TO VON BORRIES (DEED BOOK 217, PAGE 652);

THENCE LEAVING JOHN KELLER AND WITH VON BORRIES FOR THE FOLLOWING FOUR (4) COURSES: NORTH 03°43'02" WEST 866.08 FEET TO AN IRON PIN SET, NORTH 03°03'54" EAST PASSING AN IRON WITNESS PIN SET AT 259.46 FEET AND CONTINUING A TOTAL DISTANCE OF 259.85 FEET TO A WOOD POST, NORTH 03°13'10" EAST 417.81 FEET TO AN IRON PIN SET, SOUTH 75°11'31" EAST 1039.87 FEET TO A PIPE FOUND (NO CAP), SAID PIPE LOCATED ON THE WEST EDGE OF RIGHT-OF-WAY OF U.S. HIGHWAY 127;

THENCE LEAVING VON BORRIES AND WITH THE RIGHT-OF-WAY OF U.S. HIGHWAY 127 ALONG A CURVE TO THE LEFT WITH ARC LENGTH 150.66 FEET, RADIUS 11,385.00 FEET, CHORD LENGTH 150.66 FEET, CHORD BEARING NORTH 01°01'35" EAST AND TANGENT 75.33 FEET TO AN IRON PIN SET, SAID PIN LOCATED ON THE WEST RIGHT-OF-WAY OF HUDSON LANE;

THENCE LEAVING U.S. HIGHWAY 127 AND WITH THE RIGHT-OF-WAY OF HUDSON LANE FOR THE FOLLOWING SEVEN (7) COURSES: ALONG A CURVE TO THE LEFT WITH ARC LENGTH 132.75 FEET, RADIUS 1875.08 FEET, CHORD LENGTH 132.73 FEET, CHORD BEARING NORTH 17°31'53" WEST *AND* TANGENT 66.41 FEET TO A POINT, NORTH 89°59'22" WEST 4.29 FEET TO A POINT, ALONG A CURVE TO THE LEFT WITH ARC LENGTH 11.96 FEET, RADIUS 11,340.00 FEET, CHORD LENGTH 11.96 FEET, CHORD BEARING NORTH 00°01'11" WEST AND TANGENT 5.98 FEET TO A POINT, ALONG A CURVE TO THE LEFT WITH ARC LENGTH 404.78 FEET, RADIUS 1875.08 FEET, CHORD LENGTH 403.99 FEET, CHORD BEARING NORTH 26°07'57" WEST AND TANGENT 203.18 FEET TO A POINT, NORTH 32°19'00" WEST 218.10 FEET TO AN IRON PIN SET, SOUTH 57°41'00" WEST 15.00 FEET TO AN IRON PIN SET, NORTH 32°20'09" WEST 529.36 FEET TO AN IRON PIN FOUND (PLS #3432), SAID PIN BEING THE SOUTHEAST CORNER TO AUXIER (NO DEED FOUND, REFERENCE PLAT FILE B-567), AND LOCATED 50 FEET FROM CENTER OF HUDSON LANE;

THENCE LEAVING HUDSON LANE AND WITH AUXIER FOR THE FOLLOWING THREE (3) CALLS: SOUTH 89°38'15" WEST 3533.78 FEET TO AN IRON PIN FOUND (PLS #3432), NORTH 00°42'44" WEST 734.24 FEET TO AN IRON PIN FOUND (PLS #3432), NORTH 00°05'19" WEST 1717.01 FEET TO AN IRON PIN SET, SAID PIN BEING ON THE SOUTH BOUNDARY OF STRICKLAND (DEED BOOK 186, PAGE 488);

THENCE LEAVING AUXIER AND WITH STRICKLAND NORTH 85°19'49" WEST 1504.58 FEET TO AN IRON PIN SET, SAID PIN LOCATED ON THE EAST RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILROAD, AND LOCATED 33 FEET FROM THE CENTER OF RAILROAD TRACKS AT A FENCE POST FOUND;

THENCE LEAVING STRICKLAND AND WITH THE RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILROAD FOR THE FOLLOWING FIVE (5) COURSES: SOUTH 02°05'53" WEST 4673.06 FEET TO AN IRON PIN SET, ALONG A CURVE TO THE RIGHT WITH ARC LENGTH 906.36 FEET, RADIUS 11,497.46 FEET, CHORD LENGTH 906.12 FEET, CHORD BEARING SOUTH 04°21'23" WEST AND TANGENT 453.41 FEET TO A 20 INCH DIAMETER HACKBERRY TREE (WITNESS PIN SET 1.61 FEET NORTH OF HACKBERRY TREE), SOUTH 06°36'53" WEST 543.99 FEET TO AN IRON PIN SET, SAID PIN LOCATED 33 FEET FROM THE CENTER OF RAILROAD TRACKS, SOUTH 83°23'07" EAST 67.00 FEET TO AN IRON PIN SET, SAID PIN LOCATED 100 FEET FROM THE CENTER OF RAILROAD TRACKS, SOUTH 06°36'53" WEST 452.58 FEET TO THE POINT OF BEGINNING, CONTAINING 405.68 ACRES BY SURVEY.

THIS DESCRIPTION PREPARED FROM PHYSICAL SURVEY CONDUCTED BY VANTAGE ENGINEERING PLC, KENDAL WISE, KENTUCKY PLS #3816, DATED DECEMBER 12, 2011.

FOR A MORE PARTICULAR DESCRIPTION OF THE BOUNDARIES HEREIN, REFER TO THE PLAT OF RECORD, ANDERSON CIRCLE FARM, DATED THE 8TH DAY OF DECEMBER, 2011, RECORDED AT PLAT CABINET C, SLIDE 694, MERCER COUNTY CLERK'S OFFICE.

PARCEL ID: 044.00-00007.00

THE ABOVE LEGAL DESCRIPTION IS HEREBY REPLACED WITH THE FOLLOWING REVISED LEGAL DESCRIPTION CREATED PURSUANT TO THE SURVEY PERFORMED IN NOVEMBER, 2023, BY SURVEYING AND MAPPING, LLC (SAM) UNDER THE DIRECT SUPERVISION OF STEVEN L. SEESE, PROFESSIONAL LAND SURVEYOR NUMBER 4185:

SITUATED IN THE COUNTY OF MERCER, COMMONWEALTH OF KENTUCKY, BEING A 405.174 ACRE PARCEL, AS SURVEYED, AND BEING THE SAME AS THAT 405.068 PARCEL (FARM 3, N. WILKINSON) CONVEYED TO CERES FARMS, LLC, AN INDIANA LIMITED LIABILITY COMPANY BY DEED BOOK 343, PAGE 417, (ALL DEED REFERENCES IN THIS DESCRIPTION REFER TO THE RECORDS OF THE RECORDER'S OFFICE, MERCER COUNTY, KENTUCKY), AND SHOWN ON PLAT CABINET C, SLIDE 693, ALSO BEING PART OF PVA MAP ID 045.00-00007.00, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH REBAR WITH AN METAL CAP "WISE PLS 3816 ON THE EASTERLY RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILROAD ALSO BEING ON THE NORTHERN RIGHT OF WAY LINE OF JACKSON PIKE (40 FEET WIDE) BEING THE SOUTHWEST CORNER OF SAID 405.174 ACRE PARCEL;

THENCE ALONG THE EASTERLY RIGHT OF LINE OF THE NORFOLK SOUTHERN AND THE WESTERLY LINE OF SAID 405.174 ACRE PARCEL, NORTH 06 DEGREES 36 MINUTES 54 SECONDS EAST, A DISTANCE OF 452.64 FEET TO A BENT REBAR FOUND WITH METAL CAP "WISE PLS 3816";

THENCE ALONG COMMON LINES OF SRO 405.174 ACRE PARCEL AND SAID NORFOLK SOUTHERN RAILROAD, THE FOLLOWING FOUR (4) COURSES;

1. NORTH 83 DEGREES 23 MINUTES 06 SECONDS WEST, A DISTANCE OF 67.01 FEET TO A 2 INCH REBAR FOUND WITH METAL CAP "WISE PLS 3816";
2. NORTH 06 DEGREES 36 MINUTES 54 SECONDS EAST, A DISTANCE OF 544.06 FEET TO A POINT REFERENCED BY A 2 INCH REBAR FOUND NORTH 01 DEGREE 14 MINUTES 25 SECONDS EAST, A DISTANCE OF 1.56 FEET;
3. ALONG A CURVE TO THE LEFT WITH A RADIUS OF 11,498.95 FEET WITH A CHORD BEARING NORTH 04 DEGREES 21 MINUTES 27 SECONDS EAST, A CHORD DISTANCE OF 905.93 FEET AND AN ARC LENGTH 906.16 FEET, TO A 2 INCH REBAR FOUND WITH METAL CAP "WISE PLS 3816";
4. NORTH 02 DEGREES 05 MINUTES 54 SECONDS EAST, A DISTANCE OF 4,673.97 FEET TO A 2 INCH REBAR WITH METAL CAP "WISE PLS 3816", FOUND ON THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD AND BEING THE NORTHWEST CORNER OF SAID 405.174 ACRE PARCEL;

THENCE ALONG A SOUTHERLY LINE OF A 143.99 ACRE PARCEL CONVEYED TO AFI 009, LLC BY DEED BOOK 369, PAGE 589 AND REFERENCED BY PVA MAP ID 044.00-00011.02, ALSO BEING THE MOST NORTHERLY LINE OF SAID 405.174 ACRE PARCEL, SOUTH 85 DEGREES 19 MINUTES 48 SECONDS EAST, A DISTANCE OF 1,504.77 FEET TO A 2 INCH REBAR WITH METAL CAP "WISE PLS 3816", BEING A NORTHERLY CORNER OF SAID 405.174 ACRE PARCEL ALSO BEING A SOUTHERLY CORNER 613;

THENCE ALONG AN EASTERLY LINE OF SAID 405.174 ACRE PARCEL AND WESTERLY LINE OF SAID 133.11 ACRE PARCEL, SOUTH 00 DEGREES 05 MINUTES 18 SECONDS EAST, A DISTANCE OF 1,717.23 FEET TO A REBAR FOUND;

THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID 133.11 ACRE PARCEL, AND ALONG COMMON LINES TO SAID 405.174 ACRE PARCEL AND A 28.04 ACRE PARCEL CONVEYED TO HUDSON ROAD FARMS, LLC, BY DEED BOOK 373, PAGE 847, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 00 DEGREES 42 MINUTES 43 SECONDS EAST, A DISTANCE OF 734.34 FEET TO A 1/2 INCH REBAR WITH ORANGE CAP "DPS 3432";
2. NORTH 89 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 3,534.24 FEET TO A 1/2 INCH REBAR LEANING WITH ORANGE CAP "DPS 3432", TO A POINT OF THE WESTERLY RIGHT OF LINE HUDSON RD. (VARIABLE WIDTH ROW);

THENCE ALONG COMMON LINES OF SAID 405.174 ACRE PARCEL AND SAID HUDSON RD. RIGHT OF WAY, THE FOLLOWING SEVEN (7) COURSES;

1. SOUTH, 32 DEGREES 20 MINUTES, 08 SECONDS EAST, A DISTANCE OF 529.43 FEET TO A 5/8 REBAR FOUND WITH CAP SET;
2. NORTH 57 DEGREES 41 MINUTES 01 SECONDS EAST, A DISTANCE OF 15.00 FEET, TO A 2 INCH REBAR FOUND WITH METAL CAP "WISE PLS 3816";
3. SOUTH 32 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 218.13 FEET, TO A POINT;
4. ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1,875.32 FEET, WITH A CHORD BEARING SOUTH 26 DEGREES 07 MINUTES 56 SECONDS EAST, A CHORD DISTANCE OF 404.04 FEET, AND AN ARC LENGTH OF 404.83 FEET, TO A 5/8 INCH REBAR WITH CAP SET;
5. ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 11,341.47 FEET, WITH A CHORD BEARING SOUTH 00 DEGREES 01 MINUTE 10 SECONDS EAST, A CHORD DISTANCE OF 11.96 FEET, AND AN ARC LENGTH OF 11.96 FEET, TO A 5/8 INCH REBAR WITH CAP SET;
6. SOUTH 89 DEGREES 59 MINUTES 21 SECONDS EAST, A DISTANCE OF 4.29 FEET TO A 5/8 INCH REBAR WITH CAP SET;
7. ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1,875.32 FEET, WITH A CHORD BEARING SOUTH 17 DEGREES 31 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 132.75 FEET, AND AN ARC LENGTH OF 132.77 FEET, TO A 2 INCH REBAR WITH METAL CAP "WISE PLS 3816", FOUND AT THE POINT WHERE HUDSON RD. RIGHT OF WAY MEETS THE WESTERLY RIGHT OF LINE U.S. ROUTE 27, LOUISVILLE RD. (VARIABLE WIDTH RIGHT OF WAY);

THENCE ALONG THE WESTERLY LINE OF SAID U.S. ROUTE 27/LOUISVILLE RD. RIGHT OF WAY, ALSO BEING A EASTERLY LINE OF SAID 405.174 ACRE PARCEL, ON A CURVE TO THE RIGHT WITH A RADIUS OF 11,386.47 FEET, WITH A CHORD BEARING SOUTH 01 DEGREES 01 MINUTE 36 SECONDS WEST, A CHORD DISTANCE OF 150.68 FEET, AND AN ARC LENGTH OF 150.68 FEET, TO A 1/2 INCH BROKEN IRON PIPE (BROKEN HALF FOUND), AT THE NORTHEAST CORNER A 28.10 ACRE TRACT CONVEYED TO BARBARA VON BORRIES BY DEED BOOK 217, PAGE 652 AND REFERENCED BY PVA MAP ID 044.00-00002.00;

THENCE ALONG COMMON LINES OF SAID 405.174 ACRE PARCEL AND SAID 28.10 ACRE PARCEL, THE FOLLOWING FOUR (4) COURSES;

1. NORTH 75 DEGREES 11 MINUTES 30 SECONDS WEST, A DISTANCE OF 1,040.00 FEET, TO A 2 INCH REBAR FOUND WITH METAL CAP "WISE PLS 3816";
2. SOUTH 03 DEGREES 11 MINUTES 44 SECONDS WEST, A DISTANCE OF 418.15 FEET, TO A 2 INCH REBAR FOUND WITH METAL CAP "WISE PLS 3816";
3. SOUTH 03 DEGREES 06 MINUTES 15 SECONDS WEST, A DISTANCE OF 259.60 FEET, TO A 2 INCH REBAR FOUND WITH METAL CAP "WISE PLS 3816";
4. SOUTH 03 DEGREES 43 MINUTES 01 SECOND EAST, A DISTANCE OF 866.19 FEET, TO A 2 INCH REBAR FOUND WITH METAL CAP "WISE PLS 3816" AT THE SOUTHWEST CORNER OF SAID 28.10 ACRE PARCEL BEING ON A NORTHERLY LINE OF A 202 ACRE PARCEL NOW OR FORMERLY OWNED BY JOHN KELLER ESTATE, AS REFERENCED BY PVA MAP ID 044.00-00001.00;

THENCE ALONG COMMON LINES OF SAID 405.174 ACRE PARCEL AND SAID 202 ACRE PARCEL, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 83 DEGREES 38 MINUTES 57 SECONDS WEST, A DISTANCE OF 744.78 FEET, TO A 2 INCH REBAR FOUND WITH METAL CAP "WISE PLS 3816";
2. NORTH 04 DEGREES 20 MINUTES 06 SECONDS WEST, A DISTANCE OF 945.22 FEET, TO A 2 INCH REBAR FOUND WITH METAL CAP "WISE PLS 3816";
3. NORTH 89 DEGREES 57 MINUTES 36 SECONDS WEST, A DISTANCE OF 2,192.28 FEET, TO A 2 INCH REBAR FOUND WITH METAL CAP "WISE PLS 3816";

4. SOUTH 09 DEGREES 46 MINUTES 21 SECONDS EAST, A DISTANCE OF 913.11 FEET, TO A 2 INCH REBAR FOUND WITH METAL CAP "WISE PLS 3816", BEING A NORTHEAST CORNER OF A 22.75 ACRE PARCEL CONVEYED TO GREGORY L. DICKENSON AND MARK HARRAH BY DEED BOOK 369, PAGE 889;

THENCE ALONG COMMON LINES OF SAID 22.75 ACRE PARCEL AND SAID 405.174 ACRE PARCEL, THE FOLLOWING THREE (3) COURSES:

1. NORTH 86 DEGREES 06 MINUTES 10 SECONDS WEST, 379.06 FEET TO A 2 INCH REBAR FOUND WITH METAL CAP "WISE PLS 3816";
2. SOUTH 05 DEGREES 06 MINUTES 22 SECONDS WEST, 1,155.88 FEET TO A 2 INCH REBAR FOUND WITH METAL CAP "WISE PLS 3816";
3. SOUTH 05 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 460.25 FEET TO A 2 INCH REBAR FOUND WITH METAL CAP "WISE PLS 3816"; ON THE NORTHERLY RIGHT OF WAY LINE OF SAID JACKSON PIKE;

THENCE ALONG COMMON LINES OF SAID 405.174 ACRE PARCEL AND SAID NORTHERLY RIGHT OF WAY LINE OF JACKSON PIKE, THE FOLLOWING THREE (3) COURSES:

1. NORTH 85 DEGREES 03 MINUTES 59 SECONDS WEST, A DISTANCE OF 393.34 FEET, TO A 5/8 INCH REBAR SET;
2. NORTH 83 DEGREES 44 MINUTES 43 SECONDS WEST, A DISTANCE OF 513.74 FEET, TO A 5/8 INCH REBAR SET;
3. NORTH 84 DEGREES 54 MINUTES 13 SECONDS WEST, A DISTANCE OF 709.40 FEET TO THE POINT OF BEGINNING OF THIS PARCEL, CONTAINING 405.174 ACRES MORE OR LESS, END OF DESCRIPTION;

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH RIGHT OF WAY LINE OF JACKSON PIKE (40 FEET WIDE), WHICH IS MONUMENTED BY TWO WOOD POSTS FOUND ON THE NORTHERLY LINE OF A 141.30 ACRE PARCEL (FARM 2, TRACT 3) GRANTED TO CERES FARMS LLC, AN INDIANA LIMITED LIABILITY COMPANY BY DEED BOOK 343, PAGE 414, SAID LINE IS MEASURED TO BE SOUTH 87 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 777.15 FEET.

Being the same Property conveyed to Kentucky Utilities Company by Deed dated January 10, 2024, of record in Deed Book 381, Page 360, in the Office of the Clerk of Mercer County, Kentucky.

Shelby County:

Being Lot 1A, consisting of 5.27 acres, as shown on the Amended Plat of Land Five Development Property Divided dated October 7, 2024, of record in the Shelby County Clerk's Office in Plat Cabinet 10, Slide 300 (and being a portion of Tract #1, consisting of 9.32 acres, according to Plat of Land Five Development Property Divided, of record in the Shelby County Clerk's Office in Plat Cabinet 8, Slide 32).

Being the same Property conveyed to Kentucky Utilities Company by Deed dated October 30, 2024, of record in Deed Book 732, Page 56, in the Office of the Clerk of Shelby County, Kentucky

KENTUCKY UTILITIES COMPANY

Generating Facilities

Schedule of additional generating stations located in the Commonwealth of Kentucky

Undivided 64% interest in wind generating facility located at the E.W. Brown generating station in Mercer County, Kentucky, the remaining 36% 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, 5.850% Series due 2055**

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. 11, dated as of August 1, 2025 (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. 13, established in Supplemental Indenture No. 11, 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 Series No. 13 shall be "First Mortgage Bonds, 5.850% Series due 2055" (the "Bonds"), and the date of the Bonds shall be August 13, 2025;
- (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. 11 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 August 15, 2055; 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 5.850% 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 February 15 and August 15 of each year, commencing February 15, 2026; the Regular Record Date for the interest payable on any Interest Payment Date with respect to the Bonds shall be the February 1 or August 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. 11 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 Depositary with respect to the Bonds in global form, or any successor entity thereto.

"*Depositary*" means the person designated or acting as a securities depositary for the Bonds. "*DTC*" means The Depository Trust Company.

"*Global Bond*" means a Bond substantially in the form of Exhibit A hereto, 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 Depositary. 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 Depositary to a nominee thereof, or by any nominee of the Depositary to any other nominee thereof, or by the Depositary or any nominee thereof to any Depositary 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 Depositary shall have notified the Company and the Trustee that (A) it is unwilling or unable to continue to act as securities depositary 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 Depositary of the identity of a successor Depositary; 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 Depositary (subject to the procedures of the Depositary).

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 Depositary.

(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 Depositary.

(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 Depositary or any other Person with respect to the accuracy of, or for maintaining, supervising or reviewing, the records of the Depositary 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 Depositary) 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 Depositary 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 Depositary subject to the applicable rules and procedures of the Depositary. The Company and the Trustee may rely conclusively and shall be fully protected in relying upon information furnished by the Depositary 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 Depositary 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 13th day of August, 2025.

/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, 5.850% SERIES DUE 2055

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 August 15, 2055 (the “Stated Maturity Date”), and to pay interest on said principal sum semi-annually in arrears on February 15 and August 15 of each year (each, an “Interest Payment Date”), at the rate of 5.850% 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 February 15, 2026, and interest on the Securities of this series will accrue from and including August 13, 2025, 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 February 1 or August 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. 11 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 February 15, 2055 (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 20 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 to calculate, verify or determine the redemption price or the Treasury Rate.

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) (“H.15 TCM”). 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 TCM 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.”



Louisville Gas and Electric Company
820 West Broadway
Louisville, Kentucky 40202

August 13, 2025

Ladies and Gentlemen:

PPL Services Corporation
Office of General Counsel
2701 Eastpoint Parkway
Louisville, Kentucky 40223
USA

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

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 \$700,000,000 in aggregate principal amount of the Company’s First Mortgage Bonds, 5.850% Series due 2055 (the “Bonds”). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-277140-02, the “Registration Statement”), filed by the Company with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Act”), and related prospectus, dated February 16, 2024, as supplemented by the prospectus supplement dated August 4, 2025, 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 amended and supplemented by Supplemental Indenture No. 10 (the “Supplemental Indenture”), dated as of August 1, 2025, providing for the Bonds (such Indenture, as so amended and supplemented, being referred to herein as the “Indenture”). The Bonds are being sold pursuant to the Underwriting Agreement, dated August 4, 2025 (the “Underwriting Agreement”), among the Company and BofA Securities, Inc., J.P. Morgan Securities LLC, U.S. Bancorp Investments, 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 July 30, 2025;
- (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 February 8, 2024, 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 Troutman Pepper Locke LLP, special counsel for the Company. In rendering their opinions to you of even date herewith, Troutman Pepper Locke 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

Troutman Pepper Locke LLP
Bank of America Plaza, 600 Peachtree Street NE, Suite 3000
Atlanta, GA 30308

troutman.com



August 13, 2025

Louisville Gas and Electric Company
820 West Broadway
Louisville, Kentucky 40202

Ladies and Gentlemen:

We have acted as special counsel to Louisville Gas and Electric Company (the "Company") in connection with the issuance and sale by the Company of \$700,000,000 in aggregate principal amount of the Company's First Mortgage Bonds, 5.850% Series due 2055 (the "Bonds"). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-277140-02, the "Registration Statement"), filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), and related prospectus, dated February 16, 2024, as supplemented by the prospectus supplement dated August 4, 2025 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 amended and supplemented by Supplemental Indenture No. 10 thereto (the "Supplemental Indenture"), dated as of August 1, 2025, providing for the Bonds (such Indenture, as so amended and supplemented, being referred to herein as the "Indenture"). The Bonds are being sold pursuant to the Underwriting Agreement, dated August 4, 2025 (the "Underwriting Agreement"), between the Company and BofA Securities, Inc., J.P. Morgan Securities LLC, U.S. Bancorp Investments, Inc. and Wells Fargo Securities, LLC, 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) and the Underwriting Agreement. We have also examined the originals, or duplicates or certified or conformed copies, of such records, agreements, instruments and other documents and have made such other and further investigations as we have deemed relevant and necessary in connection with the opinions expressed herein. As to questions of fact material to this opinion, we have relied upon certificates of public officials and of officers and representatives of the Company.

In conducting our examination, we have assumed the genuineness of all signatures, the legal capacity of all individual signatories, the authenticity, completeness and accuracy of all documents submitted to us as originals, and the completeness, accuracy and conformity to authentic originals of all documents submitted to us as copies (whether or not certified). We have also assumed that the Indenture is the valid and legally binding obligation of the Trustee. 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 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 or franchises or the creation, validity, enforceability or 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, or as to the absence of any other security interests or other liens and encumbrances.

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. We express no opinion whatsoever respecting any provision of the Indenture purporting to select or create New York governing law (other than New York law in reliance on New York General Obligations Law (the "NYGOL") Section 5-1401 to the extent applicable), any jurisdiction (other than New York state court jurisdiction in reliance on NYGOL Section 5-1402 to the extent applicable) or any venue. 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 to 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/ Troutman Pepper Locke LLP



400 WEST MARKET STREET
SUITE 2700
LOUISVILLE, KY 40202
MAIN: (502) 333-6000
FAX: (502) 333-6099

August 13, 2025

Louisville Gas and Electric Company
820 West Broadway
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 \$700,000,000 of the Company’s 5.850% First Mortgage Bonds due 2055 (the “*Bonds*”). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-277140-02) dated February 16, 2024 (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*”), and the related prospectus dated February 16, 2024, as supplemented by the prospectus supplement dated August 4, 2025 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 amended and 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 August 13, 2025, 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.

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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 Troutman Pepper Locke LLP. In rendering their opinions to you of even date herewith, Troutman Pepper Locke LLP and John P. Fendig may rely as to matters governed by the law of the Commonwealths 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(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

/s/ Anthony L. Schnell, Member



Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 40507

August 13, 2025

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 \$700,000,000 in aggregate principal amount of the Company’s First Mortgage Bonds, 5.850% Series due 2055 (the “Bonds”). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-277140-01, the “Registration Statement”), filed by the Company with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Act”), and related prospectus, dated February 16, 2024, as supplemented by the prospectus supplement dated August 4, 2025, 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 amended and supplemented by Supplemental Indenture No. 11 (the “Supplemental Indenture”), dated as of August 1, 2025, providing for the Bonds (such Indenture, as so amended and supplemented, being referred to herein as the “Indenture”). The Bonds are being sold pursuant to the Underwriting Agreement, dated August 4, 2025 (the “Underwriting Agreement”), among the Company and BofA Securities, Inc., Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Scotia Capital (USA) Inc., as representatives of the several underwriters named therein.

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

- (a) The Indenture, including the Supplemental Indenture and the Officer’s Certificates pursuant to Section 301 of the Indenture, establishing certain terms of the Bonds;
- (b) The Bonds;

PPL Services Corporation

Office of General Counsel
2701 Eastpoint Parkway
Louisville, Kentucky 40223
USA

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

- (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 July 30, 2025;
- (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 February 8, 2024 and the Order of the State Corporation Commission of the Commonwealth of Virginia dated February 5, 2024, 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 Troutman Pepper Locke LLP, special counsel for the Company. In rendering their opinions to you of even date herewith, Troutman Pepper Locke 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

Troutman Pepper Locke LLP
Bank of America Plaza, 600 Peachtree Street NE, Suite 3000
Atlanta, GA 30308

troutman.com



August 13, 2025

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 \$700,000,000 in aggregate principal amount of the Company's First Mortgage Bonds, 5.850% Series due 2055 (the "Bonds"). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-277140-01, the "Registration Statement"), filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), and related prospectus, dated February 16, 2024, as supplemented by the prospectus supplement dated August 4, 2025 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 amended and supplemented by Supplemental Indenture No. 11 thereto (the "Supplemental Indenture"), dated as of August 1, 2025, providing for the Bonds (such Indenture, as so amended and supplemented, being referred to herein as the "Indenture"). The Bonds are being sold pursuant to the Underwriting Agreement, dated August 4, 2025 (the "Underwriting Agreement"), between the Company and BofA Securities, Inc., Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Scotia Capital (USA) 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) and the Underwriting Agreement. We have also examined the originals, or duplicates or certified or conformed copies, of such records, agreements, instruments and other documents and have made such other and further investigations as we have deemed relevant and necessary in connection with the opinions expressed herein. As to questions of fact material to this opinion, we have relied upon certificates of public officials and of officers and representatives of the Company.

In conducting our examination, we have assumed the genuineness of all signatures, the legal capacity of all individual signatories, the authenticity, completeness and accuracy of all documents submitted to us as originals, and the completeness, accuracy and conformity to authentic originals of all documents submitted to us as copies (whether or not certified). We have also assumed that the Indenture is the valid and legally binding obligation of the Trustee. 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 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 or franchises or the creation, validity, enforceability or 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, or as to the absence of any other security interests or other liens and encumbrances.

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. We express no opinion whatsoever respecting any provision of the Indenture purporting to select or create New York governing law (other than New York law in reliance on New York General Obligations Law (the "NYGOL") Section 5-1401 to the extent applicable), any jurisdiction (other than New York state court jurisdiction in reliance on NYGOL Section 5-1402 to the extent applicable) or any venue. 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 to 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/ Troutman Pepper Locke LLP



400 WEST MARKET STREET
SUITE 2700
LOUISVILLE, KY 40202
MAIN: (502) 333-6000
FAX: (502) 333-6099

August 13, 2025

Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 40507

Ladies and Gentlemen:

We are acting as special counsel to Kentucky Utilities Company (the “*Company*”) in connection with the issuance and sale by the Company of \$700,000,000 of the Company’s 5.850% First Mortgage Bonds due 2055 (the “*Bonds*”). The Bonds are covered by the Registration Statement on Form S-3 (Registration No. 333-277140-01) dated February 16, 2024 (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*”), and the related prospectus dated February 16, 2024, as supplemented by the prospectus supplement dated August 4, 2025 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 amended and 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 August 13, 2025, 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.

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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 Troutman Pepper Locke LLP. In rendering their opinions to you of even date herewith, Troutman Pepper Locke 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

/s/ Anthony L. Schnell, Member