

## EXHIBIT Z2

### ASSIGNMENT OF FLUE GAS FANS SUPPLIER AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into this [REDACTED] by and between Kentucky Utilities Company, a Kentucky corporation (“**Assignor**”), and [REDACTED] corporation (“**Assignee**”) (collectively, the “**Parties**” and individually a “**Party**”).

**WHEREAS**, Assignor and Assignee are parties to the Engineering, Procurement and Construction Agreement dated as of [REDACTED] (as amended, modified and supplemented from time to time, the “**Prime Contract**”); and

**WHEREAS**, Assignor has entered into the Equipment Purchase Agreement dated as of [REDACTED] (as amended, modified and supplemented from time to time, the “**Flue Gas Fans Supplier Contract**”) with [REDACTED] corporation (the “**Flue Gas fans Supplier**”), for the supply of Flue Gas Fans; and

**WHEREAS**, [REDACTED] (“**Guarantor**”) has executed the Parent Guarantee dated as of [REDACTED] (as amended, modified and supplemented from time to time, the “**Parent Guarantee**”) under which Guarantor guarantees the payment and performance by the Flue Gas Fans Supplier of its obligations under the Flue Gas Fans Supplier Contract in favor of Assignor and upon and after assignment of the Prime Contract in favor of the Assignee, subject only to those certain rights and interests of Assignor expressly reserved and to be retained by Assignor under the Flue Gas Fans Supplier Contract; and

**WHEREAS**, in accordance with the terms of the Prime Contract, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, Assignor’s rights and obligations under the Flue Gas Fans Supplier Contract as and to the extent set forth in this Agreement; and

**WHEREAS**, in accordance with the terms of the Parent Guarantee, Assignor desires to assign to Assignee all of its right, title and interest in and to the Parent Guarantee as and to the extent set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

#### ARTICLE 1 ASSIGNMENT AND ASSUMPTION

Section 1.1 Effective as of the date hereof, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Flue Gas Fans Supplier Contract (other than rights

accorded to the “Owner” as defined thereunder), and Assignee hereby assumes all of Assignor’s obligations under the Flue Gas Fans Supplier Contract.

Section 1.2 Effective as of the date hereof, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Parent Guarantee (other than rights under the Parent Guarantee relating to Flue Gas Fans Supplier’s obligations to the “Owner” under and as defined in the Flue gas Fans Supplier Contract).



## **ARTICLE II MISCELLANEOUS PROVISIONS**

Section 2.1 This Agreement may not be amended, modified or supplemented except pursuant to an instrument in writing signed by the Parties. The failure of any Party to enforce any of the terms and conditions or to exercise any right or privilege under this Agreement shall not be construed as waiving any such term or condition or right or privilege and the same shall continue and remain in force and effect as if no such failure to enforce or exercise has occurred. No waiver shall be valid unless so stated in writing by the Party granting the waiver.

Section 2.2 If any provision of this Agreement is held invalid or unenforceable, all other provisions will not be affected, and with respect to the provision held invalid or unenforceable, the Parties will amend this Agreement as necessary to affect the original intent of the Parties as closely as possible.

Section 2.3 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to its rules of conflict of laws that would require the application of laws of a different jurisdiction.

Section 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties. Any counterpart may be executed by facsimile signature or any image transmitted by electronic mail (such as a pdf file) and such facsimile signature or image shall be deemed an original.

Signatures on Next Page

**IN WITNESS WHEREOF**, each of the undersigned has caused this Agreement to be duly signed as of the date above written.

**KENTUCKY UTILITIES COMPANY**



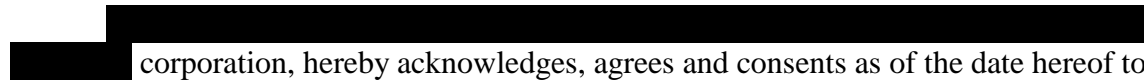

By: \_\_\_\_\_

Name:  
Title:

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

Name:  
Title:

**ACKNOWLEDGEMENT:**

  
 corporation, hereby acknowledges, agrees and consents as of the date hereof to the assignment and assumption of the FLUE GAS FANS Supplier Contract and the Parent Guarantee pursuant to the terms hereof.

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

Name:  
Title:

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

Name:  
Title: