

EXHIBIT F5

LIEN WAIVERS AND GENERAL RELEASE

FORM OF CONDITIONAL PARTIAL LIEN WAIVER TO BE PROVIDED BY MAJOR SUBCONTRACTORS:

Mill Creek Environmental Air Compliance Project (the "Project")

In accord with [insert subcontract name and paragraph(s) reference] the undersigned, for and in consideration of the payments made by _____, (the "Company"), to the undersigned, for labor employed in and/or equipment and materials furnished for the construction of the above-referenced Project pursuant to the above-referenced subcontract, hereby certifies as follows:

1. Upon receipt of the sum of _____, the undersigned will have received payment in full, less retainage, for labor employed in, equipment and materials furnished and/or performance of Work for the construction of the Project through the ____ day of _____, 2012 and except for receipt of said sum and as an inducement to the Company to make payment of the same, and except for retainage and the following matters [OUTSTANDING CLAIMS TO BE IDENTIFIED], the undersigned hereby affirms that there are no outstanding claims against the Company in connection with any labor employed, work done, equipment and materials furnished or performance of work by the undersigned pursuant to the above-referenced subcontract through such date.
2. Contingent upon receipt of the sum referenced in paragraph 1, the undersigned does hereby waive, release and quit claim in favor of the Buyer of the Project, any owner of the site on which the Project is located, each and every party acquiring title to and interest in and/or making a loan on the Project and the title company or companies examining and/or insuring title to the Project and any and all of their successors and assignees (collectively the "Beneficiaries"), all rights that presently exist or hereafter may accrue to the undersigned to assert a lien, whether contractual, statutory or constitutional, upon the land and improvements comprising the Project which rights have arisen or shall arise out of or in connection with labor employed, equipment and materials furnished or performance of Work pursuant to the above-referenced subcontract and amendments thereto, but only for labor employed and/or equipment and materials furnished and/or work performed through the ____ day of _____, 2012.
3. The undersigned has not assigned any claim against the Company, or any of the other Beneficiaries, nor any lien or right to perfect a lien with respect to the Project, and the undersigned has the right, power and authority to execute this document.

4. The undersigned warrants that all laborers and subcontractors employed by it in connection with the Project, and all suppliers or materialmen from which it has acquired equipment and materials incorporated into the Project and any lien or bond claimant relating to the undersigned's work in connection with the Project have been paid all amounts due and owing through the ____ day of _____, 2012 and that none of such laborers, subcontractors, suppliers, materialmen, or claimants has any unsatisfied or unbonded lien or related claim against the Project through such date. The undersigned further warrants that, to the best of its knowledge and belief, all applicable due and outstanding taxes, fees, contributions and benefits relating directly or indirectly to the undersigned's work and which are the responsibility of the undersigned have been paid in full.

5. No security interest has been given or executed by the undersigned for or in connection with any equipment and materials, appliances, machinery, fixtures or furnishings placed upon or installed in the Project. This Affidavit and Partial Release of Liens is for the benefit of the Company and the Beneficiaries.

This Affidavit and Partial Release of Lien is an independent covenant and will operate and be effective with respect to Work performed, labor employed and/or equipment and materials furnished and/or performance of Work under the above-referenced subcontract and any related supplemental contract or contracts for extra or additional work on the Project performed by the undersigned through the ____ day of _____, 2012.

IN WITNESS WHEREOF, this Affidavit and Partial Release of Lien has been executed on this ____ day of _____, 2012.

WITNESS:

(Name)

Subscribed and sworn to me this ____ day of _____, 2012.

Notary Public

My Commission Expires: _____
(Notarial Seal)

FORM OF CONDITIONAL PARTIAL LIEN WAIVER TO BE PROVIDED BY CONTRACTOR:

Mill Creek Environmental Air Compliance Project (the "Project")

In accord with Section 8.7 the Agreement, dated as of [_____, 2012], by and between _____ ("Contractor") and Louisville Gas and Electric Company (the "Owner"), the Contractor, for and in consideration of the payments to be made by the Owner to the Contractor, for Work performed, labor employed and/or for equipment furnished in connection with the construction of the Project pursuant to the above-referenced Agreement, hereby certifies as follows. Capitalized terms used and not defined herein shall have the respective meanings set forth in the Agreement:

1. In conjunction with this lien waiver, Contractor is submitting an invoice to Owner in the sum of _____ with respect to Work performed, labor employed and/or equipment and materials provided in connection with the construction of the Project for the period the _____ day of _____, 2012 through to the _____ day of _____, 2012.

2. Contingent upon receipt of the sum referenced in paragraph 1 in accordance with the Agreement, the Contractor does hereby waive, release and quit claim in favor of the Owner and the Financing Parties and any and all of their successors and assignees (collectively the "Beneficiaries"), all rights that presently exist or hereafter may accrue to the Contractor to assert a lien, whether contractual, statutory or constitutional, upon the Project and/or all or any portion of the Mill Creek Site or any improvements thereon which rights have arisen or arise out of or in connection with the performance of the Work pursuant to the Agreement, but only for Work performed, labor employed and/or equipment furnished through the _____ day of _____, 2012.

3. The Contractor has not assigned any lien or right to perfect a lien against the Project and/or all or any portion of the Mill Creek Site or any improvements thereon, and the Contractor has the right, power and authority to execute this document.

4. No security interest has been given or executed by the Contractor for or in connection with any equipment and materials, appliances, machinery, fixtures or furnishings placed upon, provided for or installed as part of the Work and/or on all or any portion of the Mill Creek Site. This Affidavit and Partial Release of Liens is for the benefit of the Beneficiaries.

This Affidavit and Partial Release of Lien is an independent covenant and will operate and be effective with respect to Work performed and labor employed and/or equipment and materials furnished under the Agreement and any related supplemental contract or contracts for extra or additional work performed by the Contractor in connection with the Project for the period the ____ day of _____, 2012 to the ____ day of _____, 2012.

IN WITNESS WHEREOF, this Affidavit and Partial Release of Lien has been executed on this ____ day of _____, 2012.

WITNESS: _____ (Name)

Subscribed and sworn to me this ____ day of _____, 2012.

Notary Public

My Commission Expires: _____
(Notarial Seal)

FORM OF FINAL AND FULL LIEN WAIVER TO BE PROVIDED BY MAJOR SUBCONTRACTORS:

Mill Creek Environmental Air Compliance Project (the “Project”)

In accord with [insert subcontract name and paragraph(s) reference] the undersigned, for and in consideration of the payments made by _____ (the “Company”), to the undersigned, for labor employed in and/or equipment and materials furnished for the construction of the above-referenced Project pursuant to the above-referenced subcontract, hereby certifies as follows:

1. Upon receipt of the sum of _____, the undersigned will have received final payment in full for all labor employed in and/or equipment and materials furnished and/or performance of Work in connection with the construction of the Project, and except for receipt of said sum and as an inducement to the Company to make payment of the same, and, except for the following matters [OUTSTANDING CLAIMS TO BE IDENTIFIED], the undersigned hereby affirms that there are no outstanding claims against the Company in connection with the Project in connection with any labor employed, equipment and materials furnished and/or performance of Work by the undersigned pursuant to the above-referenced subcontract.

2. In consideration of the payments made to date and upon receipt of the sum of _____, the undersigned does hereby waive, release and quit claim in favor of the Buyer of the Project, any owner of the site on which the Project is located, each and every party acquiring title to and interest in and/or making a loan on the Project and the title company or companies examining and/or insuring title to the Project and any and all of their successors and assignees (collectively, the “Beneficiaries”), all rights that presently exist or hereafter may accrue to the undersigned to assert a lien, whether contractual, statutory or constitutional, upon the land and improvements comprising the Project which rights have arisen or shall arise out of or in connection with labor employed, equipment and materials furnished and/or performance of Work pursuant to the above-referenced subcontract and amendments thereto.

3. Contingent upon the receipt of the sum of _____, and except with respect to claims identified in paragraph 1 above, the undersigned does hereby forever release, waive, and discharge the Company, the Project, the Buyer of the Project and the other Beneficiaries from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims, and demands whatsoever, in law or equity which the undersigned and/or its successors and/or assignees ever had, or ever will have against any of them by reason of labor employed in, equipment and materials furnished and/or the performance of Work relating to the construction of the Project; and the undersigned hereby agrees to indemnify and hold the above parties harmless from any and all damages, costs expenses, demands, suits, and legal fees, directly or indirectly relating to any of the foregoing claims or liens.

4. The undersigned has not and will not assign any claim against the Company, or any of the Beneficiaries, nor any lien or right to perfect a lien against the Project, and the undersigned has the right, power, and authority to execute this Affidavit, Waiver and Release.

5. The undersigned warrants that all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired equipment or materials incorporated into the Project and any lien or bond claimant relating to the undersigned's Work have been paid all amounts due and owing through the date hereof and that none of such laborers, subcontractors, suppliers, materialmen, or claimants has any claim, demand, or lien against the Project through the date hereof. The undersigned further warrants, to the best of its knowledge and belief that all due and outstanding applicable taxes, fees, contributions and benefits relating directly or indirectly to the undersigned's Work and which are the responsibility of the undersigned have been paid in full.

6. No security interest has been given or executed by the undersigned for or in connection with any equipment, materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the Project.

This Affidavit, Waiver of Lien and Release shall be an independent covenant and shall operate and be effective with respect to labor employed, equipment and materials furnished and/or performance of Work under the above-referenced subcontract and any related supplemental contract or contracts for extra or additional Work on the Project performed by the undersigned. This Affidavit of Waiver and Release is for the benefit of the Company and the Beneficiaries.

IN WITNESS WHEREOF, this Affidavit, Waiver of Lien and Release has been executed on this _____ day of _____, 2012.

WITNESS:

(Name of Company)

Subscribed, sworn to, and acknowledged before me this _____ day of ____, 20102

Notary Public

My Commission Expires: _____
(Notarial Seal)

FORM OF FINAL AND FULL LIEN WAIVER TO BE PROVIDED BY CONTRACTOR:

Mill Creek Environmental Air Compliance Project (the "Project")

In accord with Section 8.7 of the Agreement, dated as of [_____, 2012], by and between _____ ("Contractor") and Louisville Gas and Electric Company ("Owner") the Contractor, for and in consideration of the payments made by the Owner to the Contractor for Work performed, labor employed in and/or equipment furnished for the construction of the Project pursuant to the above-referenced Agreement, hereby certifies as follows. Capitalized terms used and not defined herein shall have the respective meanings as set forth in the Agreement:

1. Upon receipt of the sum of _____, the Contractor will have received final payment in full for all Work performed, labor employed in and/or equipment furnished in the construction of the Project, and except for receipt of said final payment and [OUTSTANDING CONTRACTOR CLAIMS TO BE IDENTIFIED], and as an inducement to the Buyer to make such final payment, the Contractor hereby affirms that there are no other outstanding claims against the Buyer in connection with the Project. The above excludes claims for unreimbursed Sales Taxes for which the Contractor is entitled to be reimbursed under the Agreement and amounts for which the Contractor is entitled to indemnity under the Agreement, in each case to the extent not known by Contractor on the date of this Affidavit.

2. In consideration of the payments made to date and upon receipt of the sum of _____, the Contractor does hereby waive, release and quit claim in favor of the Buyer and the Financing Parties and any and all of their successors and assignees (collectively, the "Beneficiaries"), all rights that presently exist or hereafter may accrue to the Contractor to assert a lien, whether contractual, statutory or constitutional, upon the Project and/or all or any portion of the Mill Creek Site or improvements thereon, which rights have arisen or arise out of or in connection with the performance of the Work pursuant to the Agreement.

3. Contingent upon the receipt of the sum of _____, and except with respect to claims identified or referenced in paragraph 1 above, the Contractor does hereby forever release, waive, and discharge the Beneficiaries from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims, and demands whatsoever, in law or equity which the Contractor and/or its successors and/or assignees ever had or ever will have against any of them by reason of non-payment for Work performed, labor employed in and/or Equipment furnished relating to the construction of the Project; and, in accordance with and subject to the terms of the Agreement, the Contractor hereby agrees to indemnify and hold the above parties harmless from any and all damages, costs expenses, demands, suits, and legal fees, directly or indirectly relating to any of the foregoing claims or liens.

4. The Contractor has not and will not assign any claim against the Beneficiaries, nor any lien or right to perfect a lien against the Project and/or all or any portion of the Mill Creek Site or improvements thereon, and the Contractor has the right, power, and authority to execute this Affidavit, Waiver and Release.

5. The Contractor warrants that all laborers and sub suppliers employed by it, and all suppliers or materialmen from which it has acquired equipment incorporated into the Facility and any lien or bond claimant relating to the Contractor's work have been paid all amounts due and owing through the date hereof and that none of such laborers, subcontractors, suppliers, materialmen, or claimants has any unsatisfied or un-bonded lien against the Project and/or all or any portion of the Mill Creek Site or improvements thereon, through the date hereof. The Contractor further warrants that all due and outstanding applicable taxes, fees, contributions and benefits relating directly or indirectly to the Contractor's Work and which are the responsibility of the Contractor under the Agreement have been paid in full.

6. No security interest has been given or executed by the Contractor for or in connection with any materials, equipment, appliances, machinery, fixtures, or furnishings placed upon or installed in Projects and/or all or any portion of the Mill Creek Site or improvements thereon.

This Affidavit, Waiver of Lien and Release shall be an independent covenant and shall operate and be effective with respect to Work performed, labor employed and/or equipment furnished under the Agreement and any related supplemental contract or contracts for extra or additional work performed by the Contractor in connection with the Project. This Affidavit of Waiver and Release is for the benefit of the Beneficiaries.

IN WITNESS WHEREOF, this Affidavit, Waiver of Lien and Release has been executed on this _____ day of _____, 2012.

WITNESS:

(Name of Company)

Subscribed, sworn to, and acknowledged before me this ____ day of _____, 2012.

Notary Public

My Commission Expires: _____
(Notarial Seal)