

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Request for Information
Dated November 14, 2014**

Case No. 2014-00371

Question No. 49

Responding Witness: Valerie L. Scott

- Q-49. Provide the utility's written policies on the compensation of outside attorneys, auditors, consultants, and all other professional service providers. Include a schedule of fees, per diems, and other compensation in effect during the base period. Include all agreements, contracts, memoranda of understanding, and any other documentation that explains the nature and type of reimbursement paid for professional services. Indicate if any changes have occurred since the test year of the utility's last base rate case, the effective date of these changes, and the reason for these changes.
- A-49. The purchasing of all goods and services, including professional services, is subject to the *LG&E and KU Energy LLC Policy - Purchasing* policy. A copy of this policy along with a spread sheet showing a list of professional service providers who hold a license to provide their service and provided service during the base period is provided in response to this request as Attachment A. The changes to the *LG&E and KU Energy LLC Policy - Purchasing* policy that have occurred since the test year of the Company's last base rate case, the effective date of the changes, and the reason for these changes are shown on the document in Attachment A.

In addition to the list in Attachment A, the functional areas within the Companies with information responsive to this request are the Law Department, Treasury, Controller, and Human Resources.

Law Department

For the Law Department and with regard to the engagement of outside counsel, see the attached *Outside Counsel Guidelines* which are part of Attachment B. KU and LG&E also execute engagement letters with its outside counsel, setting forth the scope and terms of the engagement. While some of those letters may contain detail that is privileged, exemplar letters are attached. A schedule showing rates paid to all outside counsel providing services to KU during the Base Year is also included in Attachment B. Requests for hourly rate adjustments from outside counsel are considered on a case-by-case basis pursuant to the terms of the *Outside Counsel Guidelines*. A decision on approving any increase (or decrease)

in rates paid to outside counsel is reached based on a number of factors, including but not necessarily limited to: years of experience, subject matter expertise, nature of representation, geographic location, cost-of-living adjustment, available market rate data, and internal rate comparisons. Increases or decreases in rates that have been approved since the end of the last test year adhered to that approval process. With the exception of the *Outside Counsel Guidelines*, this information is considered to be confidential and proprietary and is being filed pursuant to a Petition for Confidential Protection.

Treasury

Professional services contracted by the Treasury group include investment banking services and insurance related services. Investment banking services include bond underwriting, bond remarketing, and revolving credit agreement syndication services. Insurance related services include insurance brokering activities.

Investment banking services are based on the attached contracts and fee letters collectively labeled as Attachment C. The fees are generally negotiated between the banks and the Company. Since the last base rate case, there have been extensions of existing lines of credit and fees were paid in July 2014 for LG&E and KU in connection with those extensions and in October 2014 for KU in connection with a letter of credit facility replacement. A bond remarketing will be completed at LG&E in December 2014. The fees were negotiated based on the current market for transactions involved.

The insurance services were priced based on competitive bids that were issued in 2012 with the attached contracts (see Attachment C) becoming effective in 2013. Extensions at the initial bid price have been signed subsequently.

Controller

Professional services from independent auditors include services for quarterly reviews and annual audits of the Company's financial statements and annual audits of employee benefit plans.

The Company obtains professional services for the quarterly reviews and annual audits of the Company's financial statements in conjunction with PPL Corporation. One bidding process is conducted for all of PPL's Securities and Exchange Commission registrants every 10 years. PPL and LKE negotiate multi-year fees with the selected certified public accounting firm, allowing for annual rate schedule updates for additional work performed outside of the routine audit work (i.e., comfort letters for new or remarketing financing). Any additional work must be approved prior to the start of the work in compliance with the *LKE Pre-Approval for Use of an Independent Auditor* policy. A copy of this policy,

along with a copy of the policy with changes marked to the policy in effect as of the date of the last Company rate case, are attached within Attachment D.

These financial statement audit services are currently being provided by Ernst & Young LLP under an engagement letter for the 2013 through 2015 annual audits. A copy of this engagement letter and the standard rate cards for additional work performed in 2013 and 2014 are included in Attachment D. Portions of the fees contained in the engagement letter related to non-LKE registrants have been redacted as non-responsive information. All fees paid for LKE, LG&E and KU, and separate rate cards, are produced as considered to be confidential and proprietary and are being filed pursuant to a Petition for Confidential Treatment Protection.

The Company generally follows the *LKE Purchasing Policy* when acquiring professional services for the annual audits of employee benefit plans. Requests for proposals (“RFPs”) to audit employee benefit plans for a three- or five-year period are made when the prior arrangement for these audits expires. RFPs are sought from three or more local or regional certified public accounting firms and the bids received are evaluated against pre-determined criteria to determine the successful bidder. These services are currently being provided by Strothman and Company through the 2013 plan year. A copy of the 2012 and 2013 engagement letters for these audits, documenting the fees charged, is included in Attachment D.

Human Resources

For Human Resources, the Companies engage actuaries and consultants for the provision of services and information related to the employee health and welfare benefit plans, employee pension benefit plans, employee savings plans, post-retirement benefit plans and post-employment disability plan the Companies make available to their employees. The documents, attached collectively as Exhibit E, reflect those engagements and provide the requested information related to payment for the services rendered. Since the test year of the Companies’ last base rate case, the Companies’ actuary changed from Mercer US Inc. to Towers Watson. The change became effective for actuarial services performed in 2013 and after. The reason for the change in the Companies’ actuary from Mercer US Inc. to Towers Watson is to allow the Companies to use the same actuary (Towers Watson) as used by the Companies’ parent organization, PPL. Most organizations use a single firm to provide actuarial services across all benefit plans. A common actuary for both PPL and the Companies provides consistency in actuarial assumptions and methods across all plans, provides a common valuation system for all plans which decreases risk exposure and improves financial reporting, and provides improved efficiency by reducing duplication of services. This information is considered to be confidential and proprietary and is being filed pursuant to a Petition for Confidential Protection.

Also see the response to Question No. 50 for additional information on professionals not licensed to provide service.

LG&E and KU Energy LLC Policy

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Purchasing

Policy

LG&E and KU Energy LLC and subsidiaries shall at all times be in accordance with all laws and internal guidelines, seek to obtain the maximum value available for every purchase of goods or services.

Scope

This policy applies to all LG&E and KU Energy LLC and its various subsidiaries (including, but not limited to, Louisville Gas and Electric Company and Kentucky Utilities Company) (collectively, the “Company”) and their respective employees, temporary workers and contractors, whether on or off Company property, procuring goods or services on behalf of the Company at any time.

General Requirements

1. All purchasing of goods or services shall be made by Standard Purchase Order, Blanket Purchase Order, Contract with an associated Statement of Work, and /or by a company Purchasing card to facilitate immediate payment. Specific exceptions to these requirements are listed below.
2. All goods and services shall be procured from one of the following:
 - A supplier or contractor that has been **qualified** in the Vendor database to provide goods and/or off-site and certain on-site services as part of the Company’s formal certification process; or
 - A supplier or contractor that has been **certified** in the Vendor database to provide on-site services as part of the Company’s formal Supplier Certification process. Deviation from this requirement will require the completion of the Intent to Deviate from the LG&E and KU Energy Terms and Conditions (as hereinafter defined).
3. Competitive bidding is the preferred method of procuring goods and services. All goods and services valued in excess of \$50,000 (one-time purchase or over the life of the agreement) require competitive bidding. Deviations from this requirement will require the completion of a properly approved Sole Source Authorization document. For the purposes of compliance with the policy, a properly reviewed and signed Investment Committee proposal will be considered a suitable substitute for the Sole Source Authorization.
4. All purchasing activities and approvals shall be made in accordance with the Authority Limit Matrices and the Purchasing Guidelines. For IT related purchases, refer to the Computer Hardware and Software Responsibilities Policy
5. All purchasing activities must adhere to the Company’s Standards of Integrity.
6. The Company shall comply with all applicable federal, state and local laws, statutes, rules and regulations, and shall require that all suppliers, (prime) contractors and sub-

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- contractors of (prime contractors) with whom it does business comply with them as well including, but not limited to, all applicable immigration laws.
7. The Company encourages and supports the development of diverse businesses, including entities owned by minorities, women, and Veterans as competitive sources of goods and services.
 8. Independent contractors or consultants shall meet the reporting conditions established by the Internal Revenue Service and the LG&E and KU Energy Human Resources and Legal departments.
 9. The Legal Department has developed a set of standard commercial terms and conditions for LG&E and KU Energy contracts either through the use of the “General Services Agreement, Administrative Services Agreement,” and/or through Purchase Orders” and/or Statements of Work” (collectively comprising LG&E and KU Energy Terms and Conditions). LG&E and KU Energy Terms and Conditions shall be used whenever practicable and appropriate. Any *material* revisions to such terms and conditions must be reviewed and approved by the Legal Department. Contracts or agreements otherwise written on vendor documentation shall be reviewed by the Legal Department; provided, however, the Legal Department reserves the right to waive these review requirements on a case by case basis. Purchasing Professionals (as defined in the Purchasing Guidelines) shall resist using vendor documentation whenever possible and use the LG&E and KU Energy Terms and Conditions.
 10. The Director of Supply Chain will establish and maintain a list of authorized signing agents – Approved Purchasing Agents – for the Company. The list of Approved Purchasing Agents for the Company is contained in the Notes section of the Corporate Authority Limit Matrices. No other employee is authorized to sign contracts, letters of intent, Purchase Orders, Statements of Work, agreements or enter into verbal commitments or otherwise indicate that they have the express authority to act on the Company’s behalf.
 11. The Company shall not begin work or receive material prior to the issuance of a fully executed Purchase Order, Statement of Work or contract, except in an emergency.
 12. Records must be maintained in accordance with the Company’s Records Management – Preservation and Retention of Records policy.
 13. The Supply Chain Department has established detailed guidelines (“Purchasing Guidelines”) for the purchase of all goods and services. These Purchasing Guidelines are incorporated into this policy by reference. Purchasing Guidelines specific to IT related purchases can be found in the Computer Hardware and Software Responsibilities Policy.
 14. Any contract not within the normal course of business requires approval of the Executive Vice President, General Counsel and Corporate Secretary of LG&E and KU Energy LLC.
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Exceptions to the General Requirements include:

1. Contracts or Purchase Orders are not required for:
 - Utility payments (electric, gas, water, MSD, cell phone, land line phone, pagers, etc.);
 - Federal, state and local taxes, vehicle and similar licenses, permits, fines, assessment, postage and other lawful payments to any governmental;
 - Travel and entertainment expenses, including rental of meeting rooms and catering associated with Company/business group sponsored events;
 - Miscellaneous officers' expenses;
 - Donations, contributions and sponsorships (charged to G/L sponsorship accounts and not advertisement);
 - Customer or vendor refunds;
 - Professional and membership dues;
 - Attorney fees and other legal expense associated with litigation;
 - External audit and tax fees including the cost of tax returns (consulting by accounting or auditing firms are not exempt);
 - Insurance payments (health, liability);
 - Bank fees and other financial transaction fees;
 - Certain expatriate expenses;
 - Inter-Company settlements;
 - Trade shows, charity and community events;
 - Foreign currency payment requests;
 - Petty cash reimbursement;
 - Purchasing card transactions;
 - Freight charges;
 - Drug Screening Tests; and
 - Miscellaneous charges as approved by a Supply Chain manager. (See Disbursements Policy)
 - Corporate Membership Agreements (i.e. EEI, EPRI, AGA);
 - Independent Transmission Order Studies;

2. The following activities are covered under separate policies and are not governed by the Purchasing Policy:
 - Fuel procurement;
 - Purchase power contracts;
 - Real estate transactions including property rental and leases;
 - Energy Marketing transactions;
 - LG&E and KU Energy Foundation Inc.; and
 - Defined benefit and contribution plans and other similar agreements.

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3. The CEO and any designee of the CEO are exempted from *General Requirement 10* of the Purchasing policy.

Penalties For Noncompliance

Failure to comply with this policy may result in disciplinary action, up to and including dismissal.

Reference: Standards of Integrity, Purchasing Guidelines; Authority Limit Matrices; Purchasing Card Policy; Records Management – Preservation and Retention of Records; and Disbursements Policy. Computer Hardware and Software Responsibilities

Key Contact: Director of Supply Chain.

Administrative Responsibilities: Chief Administrative Officer.

Revision Dates: 06/01/98, 05/16/01, 10/01/04, 07/30/07, 10/26/09, 02/15/10, 08/17/12, 09/01/2014.

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 - A supplier or contractor that has been **certified** in the Vendor database to provide on-site services as part of the Company's formal Supplier Certification process. Deviation from this requirement will require the completion of the Intent to Deviate from the LG&E and KU Energy Terms and Conditions (as hereinafter defined).
3. Competitive bidding is the preferred method of procuring goods and services. All goods and services valued in excess of \$50,000 (one-time purchase or over the life of the agreement) require competitive bidding. Deviations from this requirement will require the completion of a properly approved Sole Source Authorization document. For the purposes of compliance with the policy, a properly reviewed and signed Investment Committee proposal will be considered a suitable substitute for the Sole Source Authorization.
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6. The Company shall comply with all applicable federal, state and local laws, statutes, rules and regulations, and shall require that all suppliers, (prime) contractors and sub-

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- contractors of (prime contractors) with whom it does business comply with them as well including, but not limited to, all applicable immigration laws.
7. The Company encourages and supports the development of diverse businesses, including entities owned by minorities, women, and Veterans as competitive sources of goods and services.
 8. Independent contractors or consultants shall meet the reporting conditions established by the Internal Revenue Service and the LG&E and KU Energy Human Resources and Legal departments.
 9. The Legal Department has developed a set of standard commercial terms and conditions for LG&E and KU Energy contracts either through the use of the “General Services Agreement, Administrative Services Agreement,” and/or through Purchase Orders” and/or Statements of Work” (collectively comprising LG&E and KU Energy Terms and Conditions). LG&E and KU Energy Terms and Conditions shall be used whenever practicable and appropriate. Any *material* revisions to such terms and conditions must be reviewed and approved by the Legal Department. Contracts or agreements otherwise written on vendor documentation shall be reviewed by the Legal Department; provided, however, the Legal Department reserves the right to waive these review requirements on a case by case basis. Purchasing Professionals (as defined in the Purchasing Guidelines) shall resist using vendor documentation whenever possible and use the LG&E and KU Energy Terms and Conditions.
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Key Contact: Director of Supply Chain.

Administrative Responsibilities: Chief Administrative Officer.

Revision Dates: 06/01/98, 05/16/01, 10/01/04, 07/30/07, 10/26/09, 02/15/10, 08/17/12, [09/01/2014](#).

Kentucky Utilities - Professional Service Providers

Supplier Name	Company	Contract Number	Po Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060720	24-Feb-2014	\$8,552.86
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060720	24-Feb-2014	\$9,265.59
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060722	14-Apr-2014	\$7,256.75
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060722	14-Apr-2014	\$7,861.47
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060723	19-Jun-2014	\$5,663.84
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060723	19-Jun-2014	\$6,135.82
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060724	01-Jul-2014	\$7,111.76
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060724	01-Jul-2014	\$7,704.41
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060725	10-Aug-2014	\$6,447.86
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060725	10-Aug-2014	\$6,985.18
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060727	23-Sep-2014	(\$83,438.98)
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060727	23-Sep-2014	\$75,323.84
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060727	23-Sep-2014	(\$75,323.84)
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060727	23-Sep-2014	\$83,438.98
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060727	23-Sep-2014	\$8,115.14
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060727	23-Sep-2014	(\$90,392.24)
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060727	23-Sep-2014	\$81,600.84
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060727	23-Sep-2014	(\$81,600.84)
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060727	23-Sep-2014	\$90,392.24
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060727	23-Sep-2014	\$8,791.40
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060728	06-Nov-2014	\$6,824.68
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060728	06-Nov-2014	\$7,393.41
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	061721	27-Mar-2014	\$6,675.99
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	061721	27-Mar-2014	\$7,232.32
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	0620726	01-Sep-2014	\$8,360.19
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	0620726	01-Sep-2014	\$9,056.87
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	6602060727	23-Sep-2014	(\$8,115.14)
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	6602060727	23-Sep-2014	\$8,115.14
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	6602060727	23-Sep-2014	(\$8,791.40)
ADM ENGINEERING LLC	KU		465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	6602060727	23-Sep-2014	\$8,791.40
AGE ENGINEERING SERVICES INC	KU		551260	RE 4 TO ADD 2183.70 FOR GUARD RAIL ISSUE. RE 1 TO ADD LINE 2. Surveying the Main Entrance at the Front of the EW Station for a New Guard house	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	13218CIN	25-Aug-2014	\$2,183.70
ALSTOM POWER INC	KU	519713	553137	Project 131975 - G U4 RSFC Low NOx Replacement Burners 2014 (Under Alstom Alliance Agreement 519713)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95082405	25-Mar-2014	\$415,364.10
ALSTOM POWER INC	KU	519713	553137	Project 131975 - G U4 RSFC Low NOx Replacement Burners 2014 (Under Alstom Alliance Agreement 519713)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95095072	20-Jun-2014	\$63,569.35
ALSTOM POWER INC	KU	519713	553137	Project 131975 - G U4 RSFC Low NOx Replacement Burners 2014 (Under Alstom Alliance Agreement 519713)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95103079	09-Sep-2014	\$1,246,200.00
ALSTOM POWER INC	KU	519713	553137	Project 131975 - G U4 RSFC Low NOx Replacement Burners 2014 (Under Alstom Alliance Agreement 519713)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95103079	09-Sep-2014	\$1,246,200.00
ALSTOM POWER INC	KU	519713	553137	Project 131975 - G U4 RSFC Low NOx Replacement Burners 2014 (Under Alstom Alliance Agreement 519713)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95103079	09-Sep-2014	(\$1,246,200.00)

Kentucky Utilities - Professional Service Providers

Supplier Name	Company	Contract Number	Po Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
ALSTOM POWER INC	KU	519713	553137	Project 131975 - G U4 RSFC Low NOx Replacement Burners 2014 (Under Alstom Alliance Agreement 519713	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95103079	09-Sep-2014	\$40,408.10
ALSTOM POWER INC	KU	519713	553137	Project 131975 - G U4 RSFC Low NOx Replacement Burners 2014 (Under Alstom Alliance Agreement 519713	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95103079	09-Sep-2014	\$40,408.10
ALSTOM POWER INC	KU	519713	553137	Project 131975 - G U4 RSFC Low NOx Replacement Burners 2014 (Under Alstom Alliance Agreement 519713	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95103079	09-Sep-2014	(\$40,408.10)
ALSTOM POWER INC	KU	519713	560317	BR3 Radiant Reheat Redesign of Tube Supply Locations and Material Fabrication	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	95087997	29-Apr-2014	\$77,545.00
ALSTOM POWER INC	KU	519713	565220	2014 BR2 Windbox Damper Modifications under Alstom Boiler Alliance Agreement	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	95095991	27-Jun-2014	\$17,294.60
ALSTOM POWER INC	KU	519713	565220	2014 BR2 Windbox Damper Modifications under Alstom Boiler Alliance Agreement	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	95099381	25-Jul-2014	\$34,589.20
ALSTOM POWER INC	KU	519713	565220	2014 BR2 Windbox Damper Modifications under Alstom Boiler Alliance Agreement	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	95109396	06-Nov-2014	\$31,902.20
ALSTOM POWER INC	KU	519713	565220	2014 BR2 Windbox Damper Modifications under Alstom Boiler Alliance Agreement	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	95109396	06-Nov-2014	\$2,687.00
ALSTOM POWER INC	KU	557571	561906	ALSTOM - PAYMENT OF INVOICE 95079005 - GENT - ALSTOM FIELD SERVICE ENGINEER SITE SUPPORT FOR GENT - MARC , 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95079005	04-Mar-2014	\$18,375.00
ALSTOM POWER INC	KU	557628	563391	PAYMENT OF INVOICE 95600704 WO 6524673-104571 ILIFECYCLE DYNAMIC RELIABILITY ASSESSMENT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	95600704	07-Apr-2014	\$29,920.00
ALSTOM POWER INC	KU		556537	BR2 S Platen Assemblies per Alstom quote 6005212 Rev 5 - Fall 2014 Outage	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	95086332	17-Apr-2014	\$39,275.00
ALSTOM POWER INC	KU		556537	BR2 S Platen Assemblies per Alstom quote 6005212 Rev 5 - Fall 2014 Outage	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	95092893	03-Jun-2014	\$117,825.00
ALSTOM POWER INC	KU		556537	BR2 S Platen Assemblies per Alstom quote 6005212 Rev 5 - Fall 2014 Outage	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	95104740	25-Sep-2014	\$39,275.00
ALSTOM POWER INC	KU		559678	Provide TFA for Unit 1 Boiler Assessment / Rates in Accordance with Master Agreement for Emergent and other Specifically Covered Work	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	95090388	15-May-2014	\$43,953.51
ALSTOM POWER INC	KU		559678	Provide TFA for Unit 1 Boiler Assessment / Rates in Accordance with Master Agreement for Emergent and other Specifically Covered Work	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	95099699	29-Jul-2014	\$2,736.00
ALSTOM POWER INC	KU		559679	Provide TFA for Unit 3 Boiler Assessment / Rates in Accordance with Master Agreement for Emergent and other Specifically Covered Work	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	95088013	29-Apr-2014	\$25,492.23
ALSTOM POWER INC	KU		559679	Provide TFA for Unit 3 Boiler Assessment / Rates in Accordance with Master Agreement for Emergent and other Specifically Covered Work	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	95095585	25-Jun-2014	\$11,776.00
ALSTOM POWER INC	KU		559679	Provide TFA for Unit 3 Boiler Assessment / Rates in Accordance with Master Agreement for Emergent and other Specifically Covered Work	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	95095585	25-Jun-2014	\$5,950.00
ALSTOM POWER INC	KU		560732	WO 6519200/134933 FOR U-2 OUTAGE	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	95078804	04-Mar-2014	\$17,859.00
ALSTOM POWER INC	KU		561255	WO 6518485-134932 GENT 1 BOILER INSPECTION SUPPORT FOR SPRING OUTAGE	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	95086333	17-Apr-2014	\$44,255.80
ALSTOM POWER INC	KU		561255	WO 6518485-134932 GENT 1 BOILER INSPECTION SUPPORT FOR SPRING OUTAGE	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	95086551	18-Apr-2014	\$5,444.20
ALSTOM POWER INC	KU		561341	WO 6446425-134934 U-3 SPRING OUTAGE BOILER INSPECTION	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	95087998	29-Apr-2014	\$66,200.00
ALSTOM POWER INC	KU		561341	WO 6446425-134934 U-3 SPRING OUTAGE BOILER INSPECTION	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	95091017	20-May-2014	\$15,554.00
ALSTOM POWER INC	KU		562392	FSI ENGINEERING COSTS AND LOGIC IMPLEMENTATION	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	95097480	14-Jul-2014	\$10,000.00
ALSTOM POWER INC	KU		562392	FSI ENGINEERING COSTS AND LOGIC IMPLEMENTATION	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	95097480	14-Jul-2014	\$10,000.00
ALSTOM POWER INC	KU		562968	BRCT GT24 Fuel Flexibility Project Tech Services under Alstom MSA	SOLE SOURCED DOCUMENT	PROPRIETARY ITEM	95100054	01-Aug-2014	\$16,693.81
ALSTOM POWER INC	KU		562968	BRCT GT24 Fuel Flexibility Project Tech Services under Alstom MSA	SOLE SOURCED DOCUMENT	PROPRIETARY ITEM	95100054	01-Aug-2014	\$16,693.81
ALSTOM POWER INC	KU		562968	BRCT GT24 Fuel Flexibility Project Tech Services under Alstom MSA	SOLE SOURCED DOCUMENT	PROPRIETARY ITEM	95107149	17-Oct-2014	\$35,896.65
ALSTOM POWER INC	KU		562968	BRCT GT24 Fuel Flexibility Project Tech Services under Alstom MSA	SOLE SOURCED DOCUMENT	PROPRIETARY ITEM	95107149	17-Oct-2014	\$35,896.65
ALSTOM POWER INC	KU		562980	WO 6524673-104571 DYNAMIC RELIABILITY ASSESSMENT SOFTWARE AND MODEL TRAINING	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	95600743	13-May-2014	\$7,160.00
ALSTOM POWER INC	KU		563650	BR1 Boiler S Assemblies per Alstom quote MIG-05164 rev 1 - Spring 2015 delivery	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	95800637	25-Aug-2014	\$31,465.80
ALSTOM POWER INC	KU		563650	BR1 Boiler S Assemblies per Alstom quote MIG-05164 rev 1 - Spring 2015 delivery	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	95800693	27-Oct-2014	\$188,794.80
ALSTOM POWER INC	KU		564533	WO 6523100 - 104571 - DEDICATED ENGINEER FIELD SERVICE - 5/1/2014 THROUGH 12/31/2014	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	95092630	02-Jun-2014	\$17,650.00
ALSTOM POWER INC	KU		564533	WO 6523100 - 104571 - DEDICATED ENGINEER FIELD SERVICE - 5/1/2014 THROUGH 12/31/2014	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	95092632	02-Jun-2014	\$17,650.00

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ALSTOM POWER INC	KU		564533	WO 6523100 - 104571 - DEDICATED ENGINEER FIELD SER ICE - 5/1/2014 T ROUG 12/31/2014	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	95097201	10-Jul-2014	\$17,650.00
ALSTOM POWER INC	KU		564533	WO 6523100 - 104571 - DEDICATED ENGINEER FIELD SER ICE - 5/1/2014 T ROUG 12/31/2014	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	95100106	04-Aug-2014	\$17,650.00
ALSTOM POWER INC	KU		564533	WO 6523100 - 104571 - DEDICATED ENGINEER FIELD SER ICE - 5/1/2014 T ROUG 12/31/2014	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	95102544	02-Sep-2014	\$17,650.00
ALSTOM POWER INC	KU		564533	WO 6523100 - 104571 - DEDICATED ENGINEER FIELD SER ICE - 5/1/2014 T ROUG 12/31/2014	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	95105398	02-Oct-2014	(\$52,950.00)
ALSTOM POWER INC	KU		564533	WO 6523100 - 104571 - DEDICATED ENGINEER FIELD SER ICE - 5/1/2014 T ROUG 12/31/2014	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	95105398	02-Oct-2014	\$17,650.00
ALSTOM POWER INC	KU		564533	WO 6523100 - 104571 - DEDICATED ENGINEER FIELD SER ICE - 5/1/2014 T ROUG 12/31/2014	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	95105398	02-Oct-2014	\$35,300.00
ALSTOM POWER INC	KU		564533	WO 6523100 - 104571 - DEDICATED ENGINEER FIELD SER ICE - 5/1/2014 T ROUG 12/31/2014	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	95105398	02-Oct-2014	(\$35,300.00)
ALSTOM POWER INC	KU		564533	WO 6523100 - 104571 - DEDICATED ENGINEER FIELD SER ICE - 5/1/2014 T ROUG 12/31/2014	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	95105398	02-Oct-2014	\$52,950.00
ALSTOM POWER INC	KU		564533	WO 6523100 - 104571 - DEDICATED ENGINEER FIELD SER ICE - 5/1/2014 T ROUG 12/31/2014	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	95109279	04-Nov-2014	\$17,650.00
ALSTOM POWER INC	KU		568165	WO 6587841 - 104571 - BOILER TUBE SAMPLE ANALYSIS FOR U3 SPRING OUTAGE	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	95105258	01-Oct-2014	\$18,600.00
ALSTOM POWER INC	KU		573195	WO 6587581-134935 U-4 FALL OUTAGE BOILER INSPECTION SUPPORT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	95108466	29-Oct-2014	\$1,727.00
AMEC EN MNT AND INFRASTRUCTURE INC	KU	523883	564266	BROWN - 2014-2015 Landfill Permit Groundwater Monitoring - Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501445	06-Aug-2014	\$615.90
AMEC EN MNT AND INFRASTRUCTURE INC	KU	523883	564266	BROWN - 2014-2015 Landfill Permit Groundwater Monitoring - Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501571	09-Sep-2014	\$1,727.42
AMEC EN MNT AND INFRASTRUCTURE INC	KU	523883	564266	BROWN - 2014-2015 Landfill Permit Groundwater Monitoring - Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501847	14-Oct-2012	\$51.88
AMEC EN MNT AND INFRASTRUCTURE INC	KU		527959	G ENT CCR Landfill A/ C Landfill Engineering Service	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21500648	17-Feb-2014	\$726.32
AMEC EN MNT AND INFRASTRUCTURE INC	KU		527959	G ENT CCR Landfill A/ C Landfill Engineering Service	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21500801	10-Apr-2014	\$687.90
AMEC EN MNT AND INFRASTRUCTURE INC	KU		527959	G ENT CCR Landfill A/ C Landfill Engineering Service	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21500923	07-May-2014	\$6,567.70
AMEC EN MNT AND INFRASTRUCTURE INC	KU		527959	G ENT CCR Landfill A/ C Landfill Engineering Service	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501107	11-Jun-2014	\$2,725.78
AMEC EN MNT AND INFRASTRUCTURE INC	KU		527959	G ENT CCR Landfill A/ C Landfill Engineering Service	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501455	06-Aug-2014	\$311.28
AMEC EN MNT AND INFRASTRUCTURE INC	KU		527959	G ENT CCR Landfill A/ C Landfill Engineering Service	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501662	15-Sep-2014	\$5,067.79
AMEC EN MNT AND INFRASTRUCTURE INC	KU		532100	G ENT - Surveying and Geotechnical Investigation per John Williams	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	N21500661	26-Feb-2014	\$3,239.00
AMEC EN MNT AND INFRASTRUCTURE INC	KU		532100	G ENT - Surveying and Geotechnical Investigation per John Williams	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	N21500661	26-Feb-2014	\$6,671.00
AMEC EN MNT AND INFRASTRUCTURE INC	KU		533194	BROWN Groundwater Assessment Plan Project (GWAP per Jeff eun	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21501251	03-Jul-2014	\$3,846.52
AMEC EN MNT AND INFRASTRUCTURE INC	KU		533194	BROWN Groundwater Assessment Plan Project (GWAP per Jeff eun	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21501507	11-Aug-2014	\$2,600.72
AMEC EN MNT AND INFRASTRUCTURE INC	KU		533194	BROWN Groundwater Assessment Plan Project (GWAP per Jeff eun	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21501507	11-Aug-2014	\$996.35
AMEC EN MNT AND INFRASTRUCTURE INC	KU		533194	BROWN Groundwater Assessment Plan Project (GWAP per Jeff eun	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21501568	09-Sep-2014	\$1,097.21
AMEC EN MNT AND INFRASTRUCTURE INC	KU		543396	BROWN Detailed Design of the Landfill and Submittal of the KY-DWM Permit Application per Joe Watson	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21500650	20-Feb-2014	\$12,046.86
AMEC EN MNT AND INFRASTRUCTURE INC	KU		543396	BROWN Detailed Design of the Landfill and Submittal of the KY-DWM Permit Application per Joe Watson	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21500745	04-Apr-2014	\$23,024.85
AMEC EN MNT AND INFRASTRUCTURE INC	KU		543396	BROWN Detailed Design of the Landfill and Submittal of the KY-DWM Permit Application per Joe Watson	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21500919	07-May-2014	\$10,081.10
AMEC EN MNT AND INFRASTRUCTURE INC	KU		543396	BROWN Detailed Design of the Landfill and Submittal of the KY-DWM Permit Application per Joe Watson	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21500919	07-May-2014	\$29,256.80
AMEC EN MNT AND INFRASTRUCTURE INC	KU		543396	BROWN Detailed Design of the Landfill and Submittal of the KY-DWM Permit Application per Joe Watson	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21501187	18-Jun-2014	\$23,988.50
AMEC EN MNT AND INFRASTRUCTURE INC	KU		543396	BROWN Detailed Design of the Landfill and Submittal of the KY-DWM Permit Application per Joe Watson	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21501250	03-Jul-2014	\$8,738.95
AMEC EN MNT AND INFRASTRUCTURE INC	KU		543396	BROWN Detailed Design of the Landfill and Submittal of the KY-DWM Permit Application per Joe Watson	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21501440	06-Aug-2014	\$7,125.12
AMEC EN MNT AND INFRASTRUCTURE INC	KU		543396	BROWN Detailed Design of the Landfill and Submittal of the KY-DWM Permit Application per Joe Watson	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21501567	09-Sep-2014	\$3,876.09
AMEC EN MNT AND INFRASTRUCTURE INC	KU		550755	Ghent - Geotech Services for CCRT Area Southern Slope - J Williams	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21500212	24-Sep-2013	\$6,023.64
AMEC EN MNT AND INFRASTRUCTURE INC	KU		550755	Ghent - Geotech Services for CCRT Area Southern Slope - J Williams	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21500212	24-Sep-2013	\$2,322.72
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554528	BROWN CCR Landfill Owners Engineering & Construction quality Assurance services per Jeff eun	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21500647	17-Feb-2014	\$8,170.38

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AMEC EN MNT AND INFRASTRUCTURE INC	KU		554528	BROWN CCR Landfill Owners Engineering & Construction Quality Assurance services per Jeffrey	COMPETITIVE ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21500668	07-Mar-2014	\$9,497.62
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554528	BROWN CCR Landfill Owners Engineering & Construction Quality Assurance services per Jeffrey	COMPETITIVE ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21500811	10-Apr-2014	\$22,272.80
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554528	BROWN CCR Landfill Owners Engineering & Construction Quality Assurance services per Jeffrey	COMPETITIVE ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21500991	14-May-2014	\$159,584.95
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554528	BROWN CCR Landfill Owners Engineering & Construction Quality Assurance services per Jeffrey	COMPETITIVE ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501204	19-Jun-2014	\$19,588.32
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554528	BROWN CCR Landfill Owners Engineering & Construction Quality Assurance services per Jeffrey	COMPETITIVE ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501286	07-Jul-2014	\$2,056.50
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554528	BROWN CCR Landfill Owners Engineering & Construction Quality Assurance services per Jeffrey	COMPETITIVE ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501443	06-Aug-2014	\$2,906.98
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554528	BROWN CCR Landfill Owners Engineering & Construction Quality Assurance services per Jeffrey	COMPETITIVE ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501701	22-Sep-2014	(\$397,220.87)
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554528	BROWN CCR Landfill Owners Engineering & Construction Quality Assurance services per Jeffrey	COMPETITIVE ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501701	22-Sep-2014	\$397,220.87
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554528	BROWN CCR Landfill Owners Engineering & Construction Quality Assurance services per Jeffrey	COMPETITIVE ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501701	22-Sep-2014	\$408,131.12
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554528	BROWN CCR Landfill Owners Engineering & Construction Quality Assurance services per Jeffrey	COMPETITIVE ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501701	22-Sep-2014	\$10,910.25
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554528	BROWN CCR Landfill Owners Engineering & Construction Quality Assurance services per Jeffrey	COMPETITIVE ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501701	22-Sep-2014	(\$408,131.12)
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554528	BROWN CCR Landfill Owners Engineering & Construction Quality Assurance services per Jeffrey	COMPETITIVE ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501835	10-Oct-2011	\$17,156.40
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554613	GREEN RIVER NGCC Project - Geotechnical Investigation per Joseph Watson (CPA 523883)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21500841	17-Apr-2014	\$16.00
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554613	GREEN RIVER NGCC Project - Geotechnical Investigation per Joseph Watson (CPA 523883)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21500841	17-Apr-2014	\$170.00
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554613	GREEN RIVER NGCC Project - Geotechnical Investigation per Joseph Watson (CPA 523883)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21500841	17-Apr-2014	\$1,096.00
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554613	GREEN RIVER NGCC Project - Geotechnical Investigation per Joseph Watson (CPA 523883)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21500841	17-Apr-2014	\$3,118.00
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554613	GREEN RIVER NGCC Project - Geotechnical Investigation per Joseph Watson (CPA 523883)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21500841	17-Apr-2014	\$24.00
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554613	GREEN RIVER NGCC Project - Geotechnical Investigation per Joseph Watson (CPA 523883)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21500841	17-Apr-2014	\$255.00
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554613	GREEN RIVER NGCC Project - Geotechnical Investigation per Joseph Watson (CPA 523883)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21500841	17-Apr-2014	\$1,644.00
AMEC EN MNT AND INFRASTRUCTURE INC	KU		554613	GREEN RIVER NGCC Project - Geotechnical Investigation per Joseph Watson (CPA 523883)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21500841	17-Apr-2014	\$4,677.00
AMEC EN MNT AND INFRASTRUCTURE INC	KU		556676	Ghent - CCR haul Road A/C Services - John Williams	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21500594	11-Feb-2014	\$5,351.33
AMEC EN MNT AND INFRASTRUCTURE INC	KU		556676	Ghent - CCR haul Road A/C Services - John Williams	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501673	16-Sep-2014	\$1,119.63
AMEC EN MNT AND INFRASTRUCTURE INC	KU		556676	Ghent - CCR haul Road A/C Services - John Williams	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N215500669	07-Mar-2014	\$697.34
AMEC EN MNT AND INFRASTRUCTURE INC	KU		557745	Ghent - Unit 3 & 4 Air Heater Foundation Geotechnical Services - Elijah Brown	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21500670	07-Mar-2014	\$2,615.42
AMEC EN MNT AND INFRASTRUCTURE INC	KU		557745	Ghent - Unit 3 & 4 Air Heater Foundation Geotechnical Services - Elijah Brown	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21500670	07-Mar-2014	\$2,171.03
AMEC EN MNT AND INFRASTRUCTURE INC	KU		557745	Ghent - Unit 3 & 4 Air Heater Foundation Geotechnical Services - Elijah Brown	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21500670	07-Mar-2014	\$2,615.43
AMEC EN MNT AND INFRASTRUCTURE INC	KU		557745	Ghent - Unit 3 & 4 Air Heater Foundation Geotechnical Services - Elijah Brown	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21500670	07-Mar-2014	\$2,171.02
AMEC EN MNT AND INFRASTRUCTURE INC	KU		558201	Ghent - CCR Landfill South Pond Divider Berm Widening Design - J. Williams	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21500595	11-Feb-2014	\$9,691.72
AMEC EN MNT AND INFRASTRUCTURE INC	KU		558201	Ghent - CCR Landfill South Pond Divider Berm Widening Design - J. Williams	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21500687	12-Mar-2014	\$103.76
AMEC EN MNT AND INFRASTRUCTURE INC	KU		564938	Ghent - CCRT Truck Loading Area Grade Design	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501096	11-Jun-2014	\$3,768.10
AMEC EN MNT AND INFRASTRUCTURE INC	KU		564938	Ghent - CCRT Truck Loading Area Grade Design	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501276	03-Jul-2014	\$823.18
AMEC EN MNT AND INFRASTRUCTURE INC	KU		564938	Ghent - CCRT Truck Loading Area Grade Design	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501444	06-Aug-2014	\$3,400.11
AMEC EN MNT AND INFRASTRUCTURE INC	KU		564938	Ghent - CCRT Truck Loading Area Grade Design	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501674	16-Sep-2014	\$5,948.14
AMEC EN MNT AND INFRASTRUCTURE INC	KU		564938	Ghent - CCRT Truck Loading Area Grade Design	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501836	10-Oct-2014	\$2,596.10
AMEC EN MNT AND INFRASTRUCTURE INC	KU		566649	TRIMBLE COUNTY to complete A/C Services and laboratory testing for the geotechnical work on the helicopter pad relocation project per Jennifer Stinnet / Bob Waterman / Joan Lipp	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501277	03-Jul-2014	\$149.74
AMEC EN MNT AND INFRASTRUCTURE INC	KU		566649	TRIMBLE COUNTY to complete A/C Services and laboratory testing for the geotechnical work on the helicopter pad relocation project per Jennifer Stinnet / Bob Waterman / Joan Lipp	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501277	03-Jul-2014	\$162.22

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AMEC EN MNT AND INFRASTRUCTURE INC	KU		566649	TRIMBLE COUNTY to complete A/ C Services and laboratory testing for the eotechnical work on the helicopter pad relocation project per Jennifer Stinnet / Bob Waterma / Joan Lipp	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501524	13-Aug-2014	\$1,693.00
AMEC EN MNT AND INFRASTRUCTURE INC	KU		566649	TRIMBLE COUNTY to complete A/ C Services and laboratory testing for the eotechnical work on the helicopter pad relocation project per Jennifer Stinnet / Bob Waterma / Joan Lipp	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501524	13-Aug-2014	\$1,834.09
AMEC EN MNT AND INFRASTRUCTURE INC	KU		566649	TRIMBLE COUNTY to complete A/ C Services and laboratory testing for the eotechnical work on the helicopter pad relocation project per Jennifer Stinnet / Bob Waterma / Joan Lipp	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501675	16-Sep-2014	(\$6,267.45)
AMEC EN MNT AND INFRASTRUCTURE INC	KU		566649	TRIMBLE COUNTY to complete A/ C Services and laboratory testing for the eotechnical work on the helicopter pad relocation project per Jennifer Stinnet / Bob Waterma / Joan Lipp	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501675	16-Sep-2014	\$6,317.25
AMEC EN MNT AND INFRASTRUCTURE INC	KU		566649	TRIMBLE COUNTY to complete A/ C Services and laboratory testing for the eotechnical work on the helicopter pad relocation project per Jennifer Stinnet / Bob Waterma / Joan Lipp	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501675	16-Sep-2014	(\$6,789.74)
AMEC EN MNT AND INFRASTRUCTURE INC	KU		566649	TRIMBLE COUNTY to complete A/ C Services and laboratory testing for the eotechnical work on the helicopter pad relocation project per Jennifer Stinnet / Bob Waterma / Joan Lipp	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501675	16-Sep-2014	\$6,843.70
AMEC EN MNT AND INFRASTRUCTURE INC	KU		566740	BROWN Special Waste Landfill Permit Remedial Action Plan Development per Jeff eun	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21501508	11-Aug-2014	\$15,723.19
AMEC EN MNT AND INFRASTRUCTURE INC	KU		566740	BROWN Special Waste Landfill Permit Remedial Action Plan Development per Jeff eun	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21501612	11-Sep-2014	\$49,698.53
AMEC EN MNT AND INFRASTRUCTURE INC	KU		566740	BROWN Special Waste Landfill Permit Remedial Action Plan Development per Jeff eun	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N21501912	22-Oct-2014	\$75,078.96
AMEC EN MNT AND INFRASTRUCTURE INC	KU		572570	G ENT Special Waste Landfill where the facility's Coal Comustion Residuals (CCR will be placed per John Williams	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21501676	16-Sep-2014	\$9,089.64
AMERICAN ENGINEERS INC	KU	555283	561781	pay invoice 93303	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93303	31-Dec-2013	\$847.50
AMERICAN ENGINEERS INC	KU	555283	561782	pay invoice 93446	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93446	31-Jan-2014	\$2,285.00
AMERICAN ENGINEERS INC	KU	555283	561784	pay invoice 93482	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93482	31-Mar-2014	\$160.00
AMERICAN ENGINEERS INC	KU	555283	561791	pay invoice 93301	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93301	31-Dec-2013	\$2,190.00
AMERICAN ENGINEERS INC	KU	555283	562826	pay invoice 93581	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93581	28-Feb-2014	\$2,519.41
AMERICAN ENGINEERS INC	KU	555283	563037	pay invoice 93580	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93580	28-Feb-2014	\$20.00
AMERICAN ENGINEERS INC	KU	555283	563038	pay invoice 93579	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93579	28-Feb-2014	\$100.00
AMERICAN ENGINEERS INC	KU	555283	563040	pay invoice 93578	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93578	28-Feb-2014	\$2,615.00
AMERICAN ENGINEERS INC	KU	555283	565599	pay invoice 93856	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93856	30-Apr-2014	\$257.50
AMERICAN ENGINEERS INC	KU	555283	568952	pay invoice 93152	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93152	30-Nov-2013	\$2,040.10
AMERICAN ENGINEERS INC	KU	555283	570073	pay invoice 94216	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	94216	31-Jul-2014	\$7,429.54
AMERICAN ENGINEERS INC	KU	559960	564477	GREEN RI ER Environmental Permitting for Terry Snow - to pay invoice and 93749	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93749	31-Mar-2014	\$9,539.85
AMERICAN ENGINEERS INC	KU	559960	566479	GREEN RI ER Environmental Permitting for Terry Snow - to pay invoice and 93858	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93858	30-Apr-2014	\$1,884.80
AMERICAN ENGINEERS INC	KU	559960	568344	GREEN RI ER Environmental Permitting for Terry Snow - to pay invoice and 94002	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	94002	31-May-2014	\$2,297.35
AMERICAN ENGINEERS INC	KU		569169	pay invoice 94132	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	94132	30-Jun-2014	\$60.00
ARCADIS	KU		559084	Design of New Dix Dam Parapet Wall / Rates in Accordance with Master Agreement Dated 18 of April, 2013	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	0577212	26-Feb-2014	\$10,246.87
ARCADIS	KU		559084	Design of New Dix Dam Parapet Wall / Rates in Accordance with Master Agreement Dated 18 of April, 2013	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	0583006	27-Mar-2014	\$49,528.54
ARCADIS	KU		559084	Design of New Dix Dam Parapet Wall / Rates in Accordance with Master Agreement Dated 18 of April, 2013	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	0589143	25-Apr-2014	\$31,185.82
ARCADIS	KU		559084	Design of New Dix Dam Parapet Wall / Rates in Accordance with Master Agreement Dated 18 of April, 2013	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	0619200	19-Sep-2014	\$2,972.25
ASSOCIATED ENGINEERS INC	KU	550852	562456	Millay:\ Approved Invoices 113305, 113306, 113307 - 12/19/2013	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	113305	19-Dec-2013	\$6,536.84
ASSOCIATED ENGINEERS INC	KU	550852	562456	Millay:\ Approved Invoices 113305, 113306, 113307 - 12/19/2013	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	113306	19-Dec-2013	\$7,685.38
ASSOCIATED ENGINEERS INC	KU	550852	562456	Millay:\ Approved Invoices 113305, 113306, 113307 - 12/19/2013	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	113307	19-Dec-2013	\$8,299.08

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ASSOCIATED ENGINEERS INC	KU		565979	WO 5616-104486 -- Survey at Intake Structure at Green River Generating Station - ASSOCIATED ENGINEERS, INC.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	114127	16-Jun-2014	\$3,250.00
BLACK AND EATC CORP	LKS	69193	83151	Labor and Expenses for the KSTN Strategic Architecture and Design for February	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1176356	07-Mar-2014	\$9,203.76
BLACK AND EATC CORP	LKS	69193	83151	Labor and Expenses for the KSTN Strategic Architecture and Design for February	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1176356	07-Mar-2014	\$9,571.76
BLACK AND EATC CORP	LKS	69193	83163	Labor and Expenses for the KSTN Strategic Architecture and Design for January	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1174935	11-Feb-2014	\$23,253.53
BLACK AND EATC CORP	LKS	69193	83163	Labor and Expenses for the KSTN Strategic Architecture and Design for January	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1174935	11-Feb-2014	\$1,984.03
BLACK AND EATC CORP	LKS	69193	83163	Labor and Expenses for the KSTN Strategic Architecture and Design for January	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1174935	11-Feb-2014	\$24,183.29
BLACK AND EATC CORP	LKS	69193	83163	Labor and Expenses for the KSTN Strategic Architecture and Design for January	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1174935	11-Feb-2014	\$2,063.36
BLACK AND EATC CORP	LKS	69193	84274	Labor and Expenses for the KSTN Strategic Architecture and Design for March 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1178516	11-Apr-2014	\$15,729.36
BLACK AND EATC CORP	LKS	69193	84274	Labor and Expenses for the KSTN Strategic Architecture and Design for March 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1178516	11-Apr-2014	\$2,036.19
BLACK AND EATC CORP	LKS	69193	84274	Labor and Expenses for the KSTN Strategic Architecture and Design for March 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1178516	11-Apr-2014	\$11,449.32
BLACK AND EATC CORP	LKS	69193	84274	Labor and Expenses for the KSTN Strategic Architecture and Design for March 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1178516	11-Apr-2014	\$4,514.12
BLACK AND EATC CORP	LKS	69193	84274	Labor and Expenses for the KSTN Strategic Architecture and Design for March 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1178516	11-Apr-2014	\$16,358.27
BLACK AND EATC CORP	LKS	69193	84274	Labor and Expenses for the KSTN Strategic Architecture and Design for March 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1178516	11-Apr-2014	\$2,117.60
BLACK AND EATC CORP	LKS	69193	85260	Labor for the KSTN Strategic Architecture and Design for April 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1180097	13-May-2014	\$6,999.56
BLACK AND EATC CORP	LKS	69193	85260	Labor for the KSTN Strategic Architecture and Design for April 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1180097	13-May-2014	\$7,279.43
BLACK AND EATC CORP	LKS	69193	85260	Labor for the KSTN Strategic Architecture and Design for April 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1180097	13-May-2014	\$20,776.86
BLACK AND EATC CORP	LKS	69193	86762	Labor for the KSTN Strategic Architecture and Design for June	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1183228	07-Jul-2014	\$12,659.65
BLACK AND EATC CORP	LKS	69193	86762	Labor for the KSTN Strategic Architecture and Design for June	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1183228	07-Jul-2014	\$13,165.83
BLACK AND EATC CORP	LKS	69193	86762	Labor for the KSTN Strategic Architecture and Design for June	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1183228	07-Jul-2014	\$15,825.80
BLACK AND EATC CORP	LKS	69193	86762	Labor for the KSTN Strategic Architecture and Design for June	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1183228	07-Jul-2014	\$821.10
BLACK AND EATC CORP	LKS	69193	86763	Labor for the KSTN Strategic Architecture and Design for May 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1181664	09-Jun-2014	\$2,952.87
BLACK AND EATC CORP	LKS	69193	86763	Labor for the KSTN Strategic Architecture and Design for May 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1181664	09-Jun-2014	\$3,070.94
BLACK AND EATC CORP	LKS	69193	86763	Labor for the KSTN Strategic Architecture and Design for May 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1181664	09-Jun-2014	\$6,219.19
BLACK AND EATC CORP	LKS	69193	86763	Labor for the KSTN Strategic Architecture and Design for May 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1181664	09-Jun-2014	\$4,425.40
BLACK AND EATC CORP	LKS	69193	87772	Labor for the KSTN Strategic Architecture and Design for July 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1185434	13-Aug-2014	\$12,867.31
BLACK AND EATC CORP	LKS	69193	87772	Labor for the KSTN Strategic Architecture and Design for July 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1185434	13-Aug-2014	\$7,242.71
BLACK AND EATC CORP	LKS	69193	87772	Labor for the KSTN Strategic Architecture and Design for July 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1185434	13-Aug-2014	\$13,381.79
BLACK AND EATC CORP	LKS	69193	87772	Labor for the KSTN Strategic Architecture and Design for July 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1185434	13-Aug-2014	\$8,591.85
BLACK AND EATC CORP	LKS	69193	87772	Labor for the KSTN Strategic Architecture and Design for July 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1185434	13-Aug-2014	\$7,927.54
BLACK AND EATC CORP	LKS	69193	88512	Labor for the KSTN Strategic Architecture and Design for August 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1187154	11-Sep-2014	\$4,482.91
BLACK AND EATC CORP	LKS	69193	88512	Labor for the KSTN Strategic Architecture and Design for August 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1187154	11-Sep-2014	\$10,750.13
BLACK AND EATC CORP	LKS	69193	88512	Labor for the KSTN Strategic Architecture and Design for August 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1187154	11-Sep-2014	\$4,662.15
BLACK AND EATC CORP	LKS	69193	89629	Labor for the KSTN Strategic Architecture and Design for September 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1188779	08-Oct-2014	\$16,494.33
BLACK AND EATC CORP	LKS	69193	89629	Labor for the KSTN Strategic Architecture and Design for September 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1188779	08-Oct-2014	\$2,778.95
BLACK AND EATC CORP	LKS	69193	90618	Labor for the KSTN Strategic Architecture and Design for October 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1190762	12-Nov-2014	\$9,549.13
BLACK AND EATC CORP	KU	497251	561917	PAYMENT OF IN OICE 182342 - POWERPLANTMD COSTS FOR G ENT UNITS 1,2,3 & 4 ---MARC , 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1176574	10-Mar-2014	\$10,992.00
BLACK AND EATC CORP	KU	497251	564217	Payment of invoice against CPA 497251 for monitoring units 2 & 3---Black & each Corp.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1179164	18-Apr-2014	\$9,226.00

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BLACK AND EATC CORP	KU	497251	564217	Payment of invoice against CPA 497251 for monitoring units 2 & 3--Black & each Corp.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1179168	18-Apr-2014	\$6,151.00
BLACK AND EATC CORP	KU	497251	565430	Payment of Invoice against CPA 497251 for monitoring units 2&3.--Black & each	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1179711	08-May-2014	\$6,151.00
BLACK AND EATC CORP	KU	497251	566765	Payment of Invoice against CPA 497251 for monitoring units 2 & 3--Black & each	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1181643	09-Jun-2014	\$6,151.00
BLACK AND EATC CORP	KU	497251	568512	To pay invoice against CPA 497251 for monitoring Units 2 & 3.-- Black and each Corp.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1183734	15-Jul-2014	\$6,151.00
BLACK AND EATC CORP	KU	497251	570298	Payment of invoice against CPA 497251--For monitoring units 2&3 at Green River--Black & each	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1185801	18-Aug-2014	\$6,151.00
BLACK AND EATC CORP	KU	497251	571902	Payment of invoice against CPA 497251 for monitoring Units 2 & 3 at Green River for September 2014----BLACK & EAC CORP.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1187571	16-Sep-2014	\$6,151.00
BLACK AND EATC CORP	KU	497251	574864	Payment of invoice against CPA 497251 for monitoring units 3 & 4 at Green River.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1190086	31-Oct-2014	\$6,151.00
BLACK AND EATC CORP	KU		555205	GREEN RI ER 5 (NGCC Combustion Turbine Technology Assessment - Noel Lively	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	1175509	19-Feb-2014	\$3,385.85
BLACK AND EATC CORP	KU		555205	GREEN RI ER 5 (NGCC Combustion Turbine Technology Assessment - Noel Lively	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	1175509	19-Feb-2014	\$5,078.78
BURNS AND MC DONNELL	KU		523365	Unit 3 Service Water Pump FD Engineering	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	6661414	27-Mar-2014	\$2,122.03
BURNS AND MC DONNELL	KU		523365	Unit 3 Service Water Pump FD Engineering	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	6661415	08-Apr-2014	\$4,488.03
BURNS AND MC DONNELL	KU		532735	Owner's Engineer for EW Brown Coal Combustion Residual	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	6808714	24-Feb-2014	\$46,350.97
BURNS AND MC DONNELL	KU		532735	Owner's Engineer for EW Brown Coal Combustion Residual	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	6808715	27-Mar-2014	\$15,605.44
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243811	21-Feb-2014	\$59,894.94
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243812	25-Mar-2014	\$41,737.05
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243813	08-Apr-2014	\$67,194.95
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243814	09-May-2014	\$45,184.76
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243815	09-Jun-2014	\$37,347.88
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243816	15-Jul-2014	\$30,153.74
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243817	25-Aug-2014	\$40,726.28
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243818	19-Sep-2014	(\$589,090.57
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243818	19-Sep-2014	\$37,312.06
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243818	19-Sep-2014	\$626,402.63
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243818	19-Sep-2014	(\$626,402.63
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243818	19-Sep-2014	\$589,090.57
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	724921	21-Feb-2014	\$20,242.17
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	724922	25-Mar-2014	\$30,119.52
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	724923	08-Apr-2014	\$46,057.40
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	724924	09-Jun-2014	\$31,194.43
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	724925	09-Jun-2014	\$19,252.08
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	724926	15-Jul-2014	\$23,331.00
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	724927	25-Aug-2014	\$39,023.06
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	724928	17-Sep-2014	(\$1,098,786.26
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	724928	17-Sep-2014	\$1,098,786.26
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	724928	17-Sep-2014	\$38,188.30
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	724928	17-Sep-2014	(\$1,136,974.56

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Supplier Name	Company	Contract Number	Po Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	724928	17-Sep-2014	\$1,136,974.56
BURNS AND MC DONNELL	KU		543882	BROWN Environmental Cost Recovery (ECR Coal Combustion Residuals Transport (CCRT Project	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	806801	30-Oct-2014	\$31,644.51
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243711	21-Feb-2014	\$17,149.84
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243712	25-Mar-2014	\$17,125.73
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243713	08-Apr-2014	\$17,733.70
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243714	19-May-2014	\$19,894.11
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243715	13-Jun-2014	\$17,421.91
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243716	15-Jul-2014	\$19,982.39
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243717	25-Aug-2014	\$19,726.87
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7243718	17-Sep-2014	\$17,375.59
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247211	21-Feb-2014	\$11,181.85
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247212	25-Mar-2014	\$9,911.04
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247213	06-Apr-2014	\$12,440.62
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247214	09-May-2014	\$11,908.68
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247215	13-Jun-2014	\$11,214.36
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247216	15-Jul-2014	\$11,337.71
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247217	25-Aug-2014	\$13,145.36
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247218	17-Sep-2014	\$13,786.03
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247311	24-Feb-2014	\$25,342.78
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247312	25-Mar-2014	\$19,961.86
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247313	08-Apr-2014	\$16,837.39
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247314	09-May-2014	\$18,386.34
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247315	13-Jun-2014	\$13,273.82
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247316	15-Jul-2014	\$10,951.48
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247317	25-Aug-2014	\$10,674.10

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BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247318	17-Sep-2014	\$8,556.10
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247411	26-Feb-2014	\$26,218.80
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247412	25-Mar-2014	\$18,386.45
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247413	08-Apr-2014	\$15,360.40
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247414	09-May-2014	\$15,968.63
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247415	13-Jun-2014	\$19,299.04
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247416	15-Jul-2014	\$19,601.90
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247417	25-Aug-2014	\$17,583.25
BURNS AND MC DONNELL	KU		543883	G ENT - ECR Air Compliance PJFF (Installation of four PJFF with ACI system, flue gas fan upgrades, as well as ancillary balance of plant systems/components	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7247418	17-Sep-2014	\$18,412.82
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275110	22-Apr-2014	\$13,405.92
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275110	22-Apr-2014	\$12,374.70
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275111	09-May-2014	\$17,996.67
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275111	09-May-2014	\$16,612.32
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275112	09-Jun-2014	\$29,721.61
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275112	09-Jun-2014	\$27,435.34
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275113	15-Jul-2014	\$37,444.95
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275113	15-Jul-2014	\$34,564.57
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275114	11-Aug-2014	(\$868,907.74)
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275114	11-Aug-2014	\$868,907.74
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275114	11-Aug-2014	(\$828,864.86)
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275114	11-Aug-2014	\$828,864.86
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275114	11-Aug-2014	\$40,042.88
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275114	11-Aug-2014	\$765,106.03
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275114	11-Aug-2014	\$802,068.69

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BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275114	11-Aug-2014	\$36,962.66
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275114	11-Aug-2014	(\$802,068.69)
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275114	11-Aug-2014	(\$765,106.03)
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275115	16-Sep-2014	\$108,970.47
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	727518	28-Feb-2014	\$8,235.32
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	727518	28-Feb-2014	\$7,601.83
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	727519	27-Mar-2014	\$16,594.21
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	727519	27-Mar-2014	\$15,317.73
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275610	08-Apr-2014	\$63,622.09
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275611	09-May-2014	\$70,495.07
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275612	09-Jun-2014	\$75,605.98
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275613	16-Jul-2014	\$80,566.91
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275614	27-Aug-2014	\$75,938.41
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	7275615	16-Sep-2014	\$60,480.30
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	727568	28-Feb-2014	\$77,515.26
BURNS AND MC DONNELL	KU		545970	TRIMBLE COUNTY - Station Treatment and Transportation of Coal Combustion Residual (CCR Material: Station Leachate Collection System and Unit 1 Pulse Jet Fabric Filter	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	727569	28-Mar-2014	\$93,569.24
BURSON MARSTELLER LLC	LKS	85610	87951	109013\ arriet Eberle\Ref CPA 85610\Burson-Marsteller Invoice 222113029\B-M Billing May - June 2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	222113029	16-Jul-2014	\$39,037.71
BURSON MARSTELLER LLC	LKS	85610	88496	re 109503/ arriet Eberle / ref cpa 85610 / Burson-Marsteller Professional Fees	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	222113509	14-Aug-2014	\$49,499.20
BURSON MARSTELLER LLC	LKS	85610	88496	re 109503/ arriet Eberle / ref cpa 85610 / Burson-Marsteller Professional Fees	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	222113893	09-Sep-2014	\$111,647.30
BURSON MARSTELLER LLC	LKS	85610	89631	110449\ arriet Eberle\Ref CPA 85610\Burson Marsteller September Invoice	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	222114425	14-Oct-2014	\$22,829.15
CARDNO ATC	KU	560284	562740	BROWN to pay invoice 1799400 for Environmental Permitting and Assessments, Solar Photo voltaic, Electric Generating Unit per Paul Puckett	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1799400	26-Dec-2013	\$990.00
CARDNO ATC	KU	560284	563070	BROWN to pay invoice 0001811092 for Environmental Permitting and Assessments, Solar Photo voltaic, Electric Generating Unit per Paul Puckett	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1811092	27-Mar-2014	\$43,367.00
CARDNO ATC	KU	560284	565344	BROWN and GREEN RI ER to pay invoices for Environmental Permitting and Assessments, Solar Photo voltaic, Electric Generating Unit per Paul Puckett	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0001814539	22-Apr-2014	\$627.60
CARDNO ATC	KU	560284	565344	BROWN and GREEN RI ER to pay invoices for Environmental Permitting and Assessments, Solar Photo voltaic, Electric Generating Unit per Paul Puckett	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0001814539	22-Apr-2014	\$941.41
CARDNO ATC	KU	560284	565344	BROWN and GREEN RI ER to pay invoices for Environmental Permitting and Assessments, Solar Photo voltaic, Electric Generating Unit per Paul Puckett	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0001814754	23-Apr-2014	\$1,508.76
CARDNO ATC	KU	560286	562207	GREEN RI ER - to pay invoice 0001807202 and 0001807190 for Environmental Permitting and Assessments, Combined Cycle Gas Electric Generating Unit per Paul Puckett	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0001807202	26-Feb-2014	\$13,081.91

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CARDNO ATC	KU	560286	562207	GREEN RI ER - to pay invoice 0001807202 and 0001807190 for Environmental Permitting and Assessments, Combined Cycle Gas Electric Generating Unit per Paul Puckett	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0001807202	26-Feb-2014	\$19,622.87
CARDNO ATC	KU	560286	562207	GREEN RI ER - to pay invoice 0001807202 and 0001807190 for Environmental Permitting and Assessments, Combined Cycle Gas Electric Generating Unit per Paul Puckett	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	000180790	26-Feb-2014	\$5,823.06
CARDNO ATC	KU	560286	562207	GREEN RI ER - to pay invoice 0001807202 and 0001807190 for Environmental Permitting and Assessments, Combined Cycle Gas Electric Generating Unit per Paul Puckett	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	000180790	26-Feb-2014	\$8,734.60
CARDNO ATC	KU	560286	562736	GREEN RI ER - to pay invoice 1799453 for Environmental Permitting and Assessments, Combined Cycle Gas Electric Generating Unit per Paul Puckett	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1799453	27-Dec-2013	\$6,367.88
CARDNO ATC	KU	560286	562736	GREEN RI ER - to pay invoice 1799453 for Environmental Permitting and Assessments, Combined Cycle Gas Electric Generating Unit per Paul Puckett	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1799453	27-Dec-2013	\$9,551.81
CARDNO ATC	KU	560286	563071	GREEN RI ER - to pay invoice 0001811065 for Environmental Permitting and Assessments, Combined Cycle Gas Electric Generating Unit per Paul Puckett	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1811065	27-Mar-2014	\$780.18
CARDNO ATC	KU	560286	563071	GREEN RI ER - to pay invoice 0001811065 for Environmental Permitting and Assessments, Combined Cycle Gas Electric Generating Unit per Paul Puckett	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1811065	27-Mar-2014	\$1,170.28
CARDNO ATC	KU	849891	899819	pay invoice 1799557r2	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1799557R2	27-Dec-2013	\$4,387.92
CARDNO ATC	KU	849891	899823	pay invoice 1799557r1-b	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	027110003M99	27-Dec-2013	\$965.35
CARDNO ATC	LKS		83932	105566\John Pulliam\Geo-tech exploration services for evaluation of a self supporting communicaitons tower in Campbellsville, KY per proposal 27-2014-0053.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	1819920	30-May-2014	\$4,573.00
CARDNO ATC	LKS		85495	106879\Jason Finn\proposal no. 27-2014-0087\Ghent Alternate Microwave communications site geotechnical exploration	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	1827858	23-Jul-2014	\$4,731.50
CARDNO ATC	LKS		86932	108137\Roy Gray\Geotechnical exploration and report.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	1832514	27-Aug-2014	\$5,181.50
CARDNO ATC	KU		569504	re 673248 / Clyde Madison / P. Simmons - 7.24.14 - Cardo ATC Proposal 27-2014-0113 - Geotechnical exploration services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	1837173	26-Sep-2014	\$5,528.00
CFW ASSOCIATED ENGINEERS INC	KU		560660	RE 667753 / FABIAN LIPP / Provide Engineering Services for the Louden Ave Transformer Storage Site per Attached Invoice	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45912003	25-Jan-2014	\$780.00
CFW ASSOCIATED ENGINEERS INC	KU		562333	RE 668525 / FABIAN LIPP / Provide Engineering Services for the Louden Ave Transformer Storage Site per Attached Invoice	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45912004	01-Feb-2014	\$1,248.00
CFW ASSOCIATED ENGINEERS INC	KU		562620	RE 668714 / FABIAN LIPP / Engineering Services for SPCC at Danville Storeroom	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45916001	01-Feb-2014	\$950.70
CFW ASSOCIATED ENGINEERS INC	KU		566233	re 67079 0 / Fabian Lipp / Engineering Services for Eastland Transformer Storage Facility - invoice number 459-12-005	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45912005	01-Mar-2014	\$468.40
CFW ASSOCIATED ENGINEERS INC	KU		570999	re 674109 / Fabian Lipp / Engineering Services for SPCC at Danville Storeroom - CFW Invoice 459-16-002	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45916002	26-Jul-2014	\$708.00
CFW ASSOCIATED ENGINEERS INC	KU		571022	To pay invoice 459-19-001 SPCC design Nelson Sub	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45919001	18-Aug-2014	\$797.20
CFW ASSOCIATED ENGINEERS INC	KU		572364	To pay Invoice 459-20-001 Op Center SPCC As per Carlos Ramire -Leon	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45920001	21-Jun-2014	\$1,691.20
C 2M ILL ENGINEERS INC	KU		562680	G ENT ACID DELI ERY SYSTEM E ALUATION	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	38114021293	25-Jul-2014	\$25,026.64
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		542046	Trimble County Phase II Water uality Study in Ravine Stream B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112032	08-May-2014	\$416.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		542046	Trimble County Phase II Water uality Study in Ravine Stream B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112032	08-May-2014	\$384.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		542046	Trimble County Phase II Water uality Study in Ravine Stream B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112839	29-May-2014	\$1,144.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		542046	Trimble County Phase II Water uality Study in Ravine Stream B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112839	29-May-2014	\$1,056.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		542046	Trimble County Phase II Water uality Study in Ravine Stream B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	116744	18-Aug-2014	\$182.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		542046	Trimble County Phase II Water uality Study in Ravine Stream B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	116744	18-Aug-2014	\$168.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		546391	TRIMBLE COUNTY Phase 3 -Ky Macroinvertebrate Bioassessment Index,(MBI Studies on Ravine B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	110990	16-Apr-2014	\$1,456.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		546391	TRIMBLE COUNTY Phase 3 -Ky Macroinvertebrate Bioassessment Index,(MBI Studies on Ravine B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	110990	16-Apr-2014	\$1,344.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		546391	TRIMBLE COUNTY Phase 3 -Ky Macroinvertebrate Bioassessment Index,(MBI Studies on Ravine B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112031	08-May-2014	\$52.00

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CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		546391	TRIMBLE COUNTY Phase 3 -Ky Macroinvertebrate Bioassessment Index,(MBI Studies on Ravine B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112031	08-May-2014	\$48.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		546391	TRIMBLE COUNTY Phase 3 -Ky Macroinvertebrate Bioassessment Index,(MBI Studies on Ravine B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112033	08-May-2014	\$1,417.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		546391	TRIMBLE COUNTY Phase 3 -Ky Macroinvertebrate Bioassessment Index,(MBI Studies on Ravine B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112033	08-May-2014	\$1,308.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		546391	TRIMBLE COUNTY Phase 3 -Ky Macroinvertebrate Bioassessment Index,(MBI Studies on Ravine B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112857	29-May-2014	\$768.95
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		546391	TRIMBLE COUNTY Phase 3 -Ky Macroinvertebrate Bioassessment Index,(MBI Studies on Ravine B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112857	29-May-2014	\$709.80
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		546391	TRIMBLE COUNTY Phase 3 -Ky Macroinvertebrate Bioassessment Index,(MBI Studies on Ravine B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	116745	18-Aug-2014	\$338.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		546391	TRIMBLE COUNTY Phase 3 -Ky Macroinvertebrate Bioassessment Index,(MBI Studies on Ravine B per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	116745	18-Aug-2014	\$312.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		547796	TRIMBLE COUNTY Complete the Phase I of the Ravine B Stream Sampling for the TC Landfill project - Study is re uired as part of the 401 and 404 Permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112864	29-May-2014	\$169.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		547796	TRIMBLE COUNTY Complete the Phase I of the Ravine B Stream Sampling for the TC Landfill project - Study is re uired as part of the 401 and 404 Permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112864	29-May-2014	\$156.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		547796	TRIMBLE COUNTY Complete the Phase I of the Ravine B Stream Sampling for the TC Landfill project - Study is re uired as part of the 401 and 404 Permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	114356	30-Jun-2014	\$130.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		547796	TRIMBLE COUNTY Complete the Phase I of the Ravine B Stream Sampling for the TC Landfill project - Study is re uired as part of the 401 and 404 Permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	114356	30-Jun-2014	\$120.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		547796	TRIMBLE COUNTY Complete the Phase I of the Ravine B Stream Sampling for the TC Landfill project - Study is re uired as part of the 401 and 404 Permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	116467	09-Aug-2014	\$156.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		547796	TRIMBLE COUNTY Complete the Phase I of the Ravine B Stream Sampling for the TC Landfill project - Study is re uired as part of the 401 and 404 Permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	116467	09-Aug-2014	\$144.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		547796	TRIMBLE COUNTY Complete the Phase I of the Ravine B Stream Sampling for the TC Landfill project - Study is re uired as part of the 401 and 404 Permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	116746	18-Aug-2014	\$156.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		547796	TRIMBLE COUNTY Complete the Phase I of the Ravine B Stream Sampling for the TC Landfill project - Study is re uired as part of the 401 and 404 Permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	116746	18-Aug-2014	\$144.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		550412	TRIMBLE COUNTY for Phase and Phase I studies for the Landfill Ravine B Stream - studies are necessary to support the 401 and 404 permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112034	08-May-2014	\$1,444.95
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		550412	TRIMBLE COUNTY for Phase and Phase I studies for the Landfill Ravine B Stream - studies are necessary to support the 401 and 404 permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112034	08-May-2014	\$1,333.80
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		550412	TRIMBLE COUNTY for Phase and Phase I studies for the Landfill Ravine B Stream - studies are necessary to support the 401 and 404 permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112035	08-May-2014	\$247.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		550412	TRIMBLE COUNTY for Phase and Phase I studies for the Landfill Ravine B Stream - studies are necessary to support the 401 and 404 permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112035	08-May-2014	\$228.00
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		550412	TRIMBLE COUNTY for Phase and Phase I studies for the Landfill Ravine B Stream - studies are necessary to support the 401 and 404 permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112866	29-May-2014	\$349.70
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		550412	TRIMBLE COUNTY for Phase and Phase I studies for the Landfill Ravine B Stream - studies are necessary to support the 401 and 404 permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	112866	29-May-2014	\$322.80
CI IL AND EN IRONMENTAL CONSULTANTS INC	KU		550412	TRIMBLE COUNTY for Phase and Phase I studies for the Landfill Ravine B Stream - studies are necessary to support the 401 and 404 permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	116743	18-Aug-2014	\$52.00

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CIL AND ENVIRONMENTAL CONSULTANTS INC	KU		550412	TRIMBLE COUNTY for Phase and Phase I studies for the Landfill Ravine B Stream - studies are necessary to support the 401 and 404 permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	116743	18-Aug-2014	\$48.00
CIL AND ENVIRONMENTAL CONSULTANTS INC	KU		550412	TRIMBLE COUNTY for Phase and Phase I studies for the Landfill Ravine B Stream - studies are necessary to support the 401 and 404 permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	116747	18-Aug-2014	\$23.40
CIL AND ENVIRONMENTAL CONSULTANTS INC	KU		550412	TRIMBLE COUNTY for Phase and Phase I studies for the Landfill Ravine B Stream - studies are necessary to support the 401 and 404 permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	116747	18-Aug-2014	\$21.60
CIL AND ENVIRONMENTAL CONSULTANTS INC	KU		550412	TRIMBLE COUNTY for Phase and Phase I studies for the Landfill Ravine B Stream - studies are necessary to support the 401 and 404 permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	116748	19-Aug-2014	\$440.05
CIL AND ENVIRONMENTAL CONSULTANTS INC	KU		550412	TRIMBLE COUNTY for Phase and Phase I studies for the Landfill Ravine B Stream - studies are necessary to support the 401 and 404 permit applications per Bob Waterman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	116748	19-Aug-2014	\$406.20
CLAPP RESEARCH ASSOCIATES PC	LKS		86442	PO- Utility Grp Annual Retainer for General Consultation, Special Projects & Litigation for olding Co., Service Co or Utility Assoc & related operating companies. 3,000 - Contracting Client & 1000 Related Utility 8/2/2014 thru 7/31/2015	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	AR000081420140627	27-Jun-2014	\$1,800.00
CLAPP RESEARCH ASSOCIATES PC	LKS		86442	PO- Utility Grp Annual Retainer for General Consultation, Special Projects & Litigation for olding Co., Service Co or Utility Assoc & related operating companies. 3,000 - Contracting Client & 1000 Related Utility 8/2/2014 thru 7/31/2015	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	AR000081420140627	27-Jun-2014	\$1,200.00
CLAPP RESEARCH ASSOCIATES PC	LKS		86442	PO- Utility Grp Annual Retainer for General Consultation, Special Projects & Litigation for olding Co., Service Co or Utility Assoc & related operating companies. 3,000 - Contracting Client & 1000 Related Utility 8/2/2014 thru 7/31/2015	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	AR0000814220140627	27-Jun-2014	\$600.00
CLAPP RESEARCH ASSOCIATES PC	LKS		86442	PO- Utility Grp Annual Retainer for General Consultation, Special Projects & Litigation for olding Co., Service Co or Utility Assoc & related operating companies. 3,000 - Contracting Client & 1000 Related Utility 8/2/2014 thru 7/31/2015	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	AR0000814220140627	27-Jun-2014	\$400.00
CLEAN AIR ENGINEERING INC	KU		559473	WO 107001 - CIRCULATING WATER FLOW TEST	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	242051244255	31-Mar-2014	\$17,121.00
CLEAN AIR ENGINEERING INC	KU		559473	WO 107001 - CIRCULATING WATER FLOW TEST	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	243231244255	16-May-2014	\$14,706.00
CLEAN AIR ENGINEERING INC	KU		570253	WO 6587167 - MEASURE COOLING WATER FLOW TO UNIT 3 SBAC'S	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	245171258355	27-Aug-2014	\$7,714.00
DAVIES CONSULTING INC	LKS		86349	Consulting Fees - AIS Support	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	14505	12-Jun-2014	\$697.50
EMERSON PROCESS MANAGEMENT LLLP	LKS		86167	107444\Audrey Malone\Machinery Health Management On-site Training Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	30321376RE	08-Aug-2014	\$7,015.00
EMERSON PROCESS MANAGEMENT LLLP	LKS		86167	107444\Audrey Malone\Machinery Health Management On-site Training Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	30321376RE	08-Aug-2014	\$4,485.00
EMERSON PROCESS MGT PWR AND WTR SOLUTIONS INC	KU		568034	WO 6582448 - 131975 - DCS SERVICES FOR REPLACING G 4 BURNERS	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	9049783	16-Jul-2014	\$9,978.46
EMERSON PROCESS MGT PWR AND WTR SOLUTIONS INC	KU		568034	WO 6582448 - 131975 - DCS SERVICES FOR REPLACING G 4 BURNERS	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	9049889	23-Jul-2014	\$19,956.92
EMERSON PROCESS MGT PWR AND WTR SOLUTIONS INC	KU		568034	WO 6582448 - 131975 - DCS SERVICES FOR REPLACING G 4 BURNERS	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	9050337	22-Aug-2014	\$44,903.07
EMERSON PROCESS MGT PWR AND WTR SOLUTIONS INC	KU		568034	WO 6582448 - 131975 - DCS SERVICES FOR REPLACING G 4 BURNERS	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	9050626	15-Sep-2014	\$19,956.92
EMERSON PROCESS MGT PWR AND WTR SOLUTIONS INC	KU		568034	WO 6582448 - 131975 - DCS SERVICES FOR REPLACING G 4 BURNERS	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	9051211	23-Oct-2014	\$1,256.55
EMERSON PROCESS MGT PWR AND WTR SOLUTIONS INC	KU		568034	WO 6582448 - 131975 - DCS SERVICES FOR REPLACING G 4 BURNERS	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	9051211	23-Oct-2014	\$3,732.69
EN ENGINEERING LLC	KU		564033	WO 6562112 - 134934 CIRCULATING WATER PIPE ASSESSMENT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0047460	10-Jun-2014	\$5,472.45
EN ENGINEERING LLC	KU		564033	WO 6562112 - 134934 CIRCULATING WATER PIPE ASSESSMENT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0048347	08-Jul-2014	\$6,688.55
ENERGY MANAGEMENT AND SERVICES CO	KU		546331	PIPELINE STRESS ANALYSIS (2X PER YEAR), ALF SPENT IN MAY AND ALF IN OCTOBER FOR 2013 AND 2014	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	13986	21-Feb-2014	\$1,210.00
ENSITE USA INC	KU		572809	PIPELINE STRESS ANALYSIS (2X PER YEAR), ALF SPENT IN JUNE AND ALF IN OCTOBER FOR 2014 (THIS REPLACES PO 566371- SUPPLIER NAME CHANGE)	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	15005	23-Sep-2014	\$1,246.00
EPRI	LKS	81503	84555	RE 106069 VICTORIA OWENS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	90006270	14-Apr-2014	\$24,750.00
EPRI	LKS	81503	84555	RE 106069 VICTORIA OWENS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	90006270	14-Apr-2014	\$12,750.00
EPRI	LKS	81503	86045	107332\Audrey Malone\Ref CPA 81503\Weld Repair of Grade 91 Piping & Components - Technology Transfer	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	90006658	22-May-2014	\$10,000.00

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EPRI	LKS		85329	106686\Phyllis Godin\Electric Powser Research Institute (EPRI Invoice 900006599 Artificial Neural Network Short Term Load Forecaster (ANNSTLF Maintenance and Support for POWER SUPPLY for 2014	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	90006599	14-May-2014	\$11,000.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER040114	01-Apr-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER040114	01-Apr-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER050114	01-May-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER050114	01-May-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER060114	01-Jun-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER060114	01-Jun-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER080114	01-Aug-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER080114	01-Aug-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER090114	01-Sep-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER090114	01-Sep-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER100114	01-Oct-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER100114	01-Oct-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER110114	01-Nov-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER110114	01-Nov-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	farmer020114	01-Feb-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	farmer020114	01-Feb-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	farmer030114	01-Mar-2014	\$700.00
FARMER AND UMBLE	LKS		67158	92832, 102064 & 104445\Sandra Wessling\Monthly Tax and Accounting Services from Farmer & umble. Split 50/50 between LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	farmer030114	01-Mar-2014	\$700.00
FINANCIAL CONCEPTS & APPLICATIONS INC	LKS	62685	83237	104640\Susan ug\Ref CPA 62685\Research, analysis, and testimony preparation in connection with rate of return for KU before FERC	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	FINCAP013114	31-Jan-2014	\$750.00
FINANCIAL CONCEPTS & APPLICATIONS INC	LKS	62685	83320	105058\Judy Schooler\Ref CPA 62685\Research, analysis, and testimony preparation in connection with rate of return for KU before FERC	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	FINANC022814	28-Feb-2014	\$1,400.00
FINANCIAL CONCEPTS & APPLICATIONS INC	LKS		87789	re 108800 / Judy Schooler / Research, Analysis, and Testimony Preparation in connection with Rate of Return for Kentucky & LG&E Utilities before the Kentucky Public Service Commission	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FINANC073114	31-Jul-2014	\$561.75
FINANCIAL CONCEPTS & APPLICATIONS INC	LKS		87789	re 108800 / Judy Schooler / Research, Analysis, and Testimony Preparation in connection with Rate of Return for Kentucky & LG&E Utilities before the Kentucky Public Service Commission	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FINANC073114	31-Jul-2014	\$390.60

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Supplier Name	Company	Contract Number	Po Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
FINANCIAL CONCEPTS & APPLICATIONS INC	LKS		87789	re 108800 / Judy Schooler / Research, Analysis, and Testimony Preparation in connection with Rate of Return for Kentucky & LG&E Utilities before the Kentucky Public Service Commission	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FINANC073114	31-Jul-2014	\$97.65
FINANCIAL CONCEPTS & APPLICATIONS INC	LKS		88492	re 109493 / Judy Schooler / Research, Analysis, and Testimony Preparation in connection with Rate of Return for Kentucky & LG&E Utilities before the Kentucky Public Service Commission	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FINANC083114	31-Aug-2014	\$1,765.50
FINANCIAL CONCEPTS & APPLICATIONS INC	LKS		88492	re 109493 / Judy Schooler / Research, Analysis, and Testimony Preparation in connection with Rate of Return for Kentucky & LG&E Utilities before the Kentucky Public Service Commission	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FINANC083114	31-Aug-2014	\$1,227.60
FINANCIAL CONCEPTS & APPLICATIONS INC	LKS		88492	re 109493 / Judy Schooler / Research, Analysis, and Testimony Preparation in connection with Rate of Return for Kentucky & LG&E Utilities before the Kentucky Public Service Commission	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FINANC083114	31-Aug-2014	\$306.90
FINANCIAL CONCEPTS & APPLICATIONS INC	KU		568428	672518 Judy Schooler Research, Analysis, and Testimony Preparation in Connection with Rate of Return for KY Utilities before the Federal Energy Regulatory Commission	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	01856	30-Jun-2014	\$900.00
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90583577	21-Mar-2014	\$2,465.84
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90583577	21-Mar-2014	\$9,513.52
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90583577	21-Mar-2014	\$8,978.00
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90583577	21-Mar-2014	(\$8,978.00)
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90583577	21-Mar-2014	\$2,465.83
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90583577	21-Mar-2014	\$9,513.52
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90583577	21-Mar-2014	(\$8,978.00)
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90583577	21-Mar-2014	\$8,978.00
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90590325	21-Apr-2014	\$9,980.93
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90590325	21-Apr-2014	\$9,980.92
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90596497	12-May-2014	\$11,290.16
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90596497	12-May-2014	\$11,290.15
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90611780	09-Jul-2014	\$10,501.90
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90611780	09-Jul-2014	\$10,501.90
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90623657	02-Sep-2014	\$4,845.66
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90623657	02-Sep-2014	\$4,845.66
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90631049	18-Sep-2014	\$4,091.75
FLUOR ENTERPRISES INC	KU		552327	Ghent Unit 3 & 4 Foundation Load Analysis - E. Brown	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	90631049	18-Sep-2014	\$4,091.75
GAI CONSULTANTS INC	KU		455594	ENT Final Conceptual Engineering, Detail Engineering, and Engineering Support during Implementation of the Ghent Generating Station Storage Plan of Coal Combustion Products	COMPETITIVE BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083261	17-Oct-2014	\$588.00
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072)	COMPETITIVE BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074047REVISION	20-Jan-2014	\$57,225.65
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072)	COMPETITIVE BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074047REVISION	20-Jan-2014	\$17,187.48
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072)	COMPETITIVE BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074047REVISION	20-Jan-2014	\$45,625.20
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072)	COMPETITIVE BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074047REVISION	20-Jan-2014	\$41,817.00
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072)	COMPETITIVE BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074047REVISION	20-Jan-2014	\$61,994.46

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GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074047RE ISION	20-Jan-2014	\$18,619.77
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074047RE ISION	20-Jan-2014	\$49,427.31
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074047RE ISION	20-Jan-2014	\$45,301.75
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074737	30-Jan-2014	\$12,890.00
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074737	30-Jan-2014	\$11,301.48
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074737	30-Jan-2014	\$31,159.39
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074737	30-Jan-2014	\$7,144.32
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074737	30-Jan-2014	\$13,964.16
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074737	30-Jan-2014	\$12,243.27
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074737	30-Jan-2014	\$33,756.00
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2074737	30-Jan-2014	\$7,739.69
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2075625	15-Feb-2014	\$11,900.06
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2075626	15-Feb-2014	\$7,234.74
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2075626	15-Feb-2014	\$7,837.64
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2075780	05-Mar-2014	\$5,119.71
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2075780	05-Mar-2014	\$28,710.45
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2075780	05-Mar-2014	\$20,227.96
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2075780	05-Mar-2014	\$5,292.28
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2075780	05-Mar-2014	\$5,546.36
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2075780	05-Mar-2014	\$31,102.99
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2075780	05-Mar-2014	\$21,913.63
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2075780	05-Mar-2014	\$5,733.31
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2076757	08-Apr-2014	\$36,379.26
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2076757	08-Apr-2014	\$18,072.26

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GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2076757	08-Apr-2014	\$24,004.33
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2076757	08-Apr-2014	\$6,041.69
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2076757	08-Apr-2014	\$39,410.86
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2076757	08-Apr-2014	\$19,578.28
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2076757	08-Apr-2014	\$26,004.69
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2076757	08-Apr-2014	\$6,545.16
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2076758	22-Mar-2014	\$1,058.07
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2076758	22-Mar-2014	\$4,510.71
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	\$17,162.60
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	(\$528,912.37
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	\$511,749.77
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	(\$511,749.77
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	\$528,912.37
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	\$26,016.05
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	\$28,405.92
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	\$5,885.61
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	\$554,395.58
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	(\$572,988.39
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	(\$554,395.58
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	\$18,592.81
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	\$572,988.39
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	\$28,184.06
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	\$30,773.08
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2077802	07-May-2014	\$6,376.08

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GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2078665	03-Jun-2014	\$8,214.99
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2078665	03-Jun-2014	\$36,782.09
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2078665	03-Jun-2014	\$8,895.89
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2078665	03-Jun-2014	\$17,167.18
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2078665	03-Jun-2014	\$8,899.59
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2078665	03-Jun-2014	\$39,847.27
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2078665	03-Jun-2014	\$9,637.22
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2078665	03-Jun-2014	\$18,597.77
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2079907	21-Jun-2014	\$8,061.16
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2079907	21-Jun-2014	\$27,350.15
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2079907	21-Jun-2014	\$9,794.75
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2079907	21-Jun-2014	\$15,857.83
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2079907	21-Jun-2014	\$8,732.93
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2079907	21-Jun-2014	\$29,629.32
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2079907	21-Jun-2014	\$10,610.98
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2079907	21-Jun-2014	\$17,179.31
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2080485	29-Jul-2014	\$12,271.53
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2080485	29-Jul-2014	\$25,895.66
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2080485	29-Jul-2014	\$23,658.82
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2080485	29-Jul-2014	\$5,988.62
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2080485	29-Jul-2014	\$13,294.16
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2080485	29-Jul-2014	\$28,053.63
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2080485	29-Jul-2014	\$25,630.39
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2080485	29-Jul-2014	\$6,487.68

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GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2081588	16-Aug-2014	\$22,103.77
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2081588	16-Aug-2014	\$6,000.47
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2081588	16-Aug-2014	\$1,894.11
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2081588	16-Aug-2014	\$11,285.17
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2081588	16-Aug-2014	\$23,945.74
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2081588	16-Aug-2014	\$6,500.51
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2081588	16-Aug-2014	\$2,051.96
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2081588	16-Aug-2014	\$12,225.61
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083058	20-Sep-2014	\$16,591.56
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083058	20-Sep-2014	\$7,897.70
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083058	20-Sep-2014	\$3,561.89
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083058	20-Sep-2014	\$31,833.47
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083058	20-Sep-2014	\$17,974.20
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083058	20-Sep-2014	\$8,555.85
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083058	20-Sep-2014	\$3,858.72
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083058	20-Sep-2014	\$34,486.26
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083989	18-Oct-2014	\$14,904.53
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083989	18-Oct-2014	\$1,670.15
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083989	18-Oct-2014	\$1,997.28
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083989	18-Oct-2014	\$27,176.39
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083989	18-Oct-2014	\$16,146.57
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083989	18-Oct-2014	\$1,809.33
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083989	18-Oct-2014	\$2,163.71
GAI CONSULTANTS INC	KU		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2083989	18-Oct-2014	\$29,441.09

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GANNETT FLEMING INC	LKS	76714	82810	104639\Susan ug\Ref CPA 76714\Expert Testimony Based on the KU Depreciation Study for the Period Ended december 31, 2011.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0577351401018	06-Feb-2014	\$365.00
GANNETT FLEMING INC	KU		563731	RE 669383 / JUDY SC OOLER / KU - FERC 205 Filing	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0577351403018	07-Apr-2014	\$1,175.00
GANNETT FLEMING ALUATION AND RATE CONSULTANTS LLC	LKS	90546	90564	110902\Debbie ilbert\Ref CPA 90546\Gannett Fleming Depreciation Consulting Services-Inv 059340 1409044	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0593401409044	02-Oct-2014	\$410.30
GANNETT FLEMING ALUATION AND RATE CONSULTANTS LLC	LKS	90546	90564	110902\Debbie ilbert\Ref CPA 90546\Gannett Fleming Depreciation Consulting Services-Inv 059340 1409044	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0593401409044	02-Oct-2014	\$1,454.70
GRW AERIAL SUR EYS INC	KU		537238	Trimble County Lime Cave 3D Model Per Jarrett Beach	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0027027	31-Jan-2013	\$1,105.15
GRW AERIAL SUR EYS INC	KU		537238	Trimble County Lime Cave 3D Model Per Jarrett Beach	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0027027	31-Jan-2013	(\$1,105.15)
GRW AERIAL SUR EYS INC	KU		537238	Trimble County Lime Cave 3D Model Per Jarrett Beach	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0027027	31-Jan-2013	\$1,105.15
GRW AERIAL SUR EYS INC	KU		537238	Trimble County Lime Cave 3D Model Per Jarrett Beach	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0027027	31-Jan-2013	\$1,020.14
GRW AERIAL SUR EYS INC	KU		537238	Trimble County Lime Cave 3D Model Per Jarrett Beach	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0027027	31-Jan-2013	(\$1,020.14)
GRW AERIAL SUR EYS INC	KU		537238	Trimble County Lime Cave 3D Model Per Jarrett Beach	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0027027	31-Jan-2013	\$1,020.14
GRW AERIAL SUR EYS INC	KU		560858	WO 5646 - PRELIMINARY DESIGN DRAWINGS FOR CT OFFICES	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0038960	31-Mar-2014	\$2,800.00
GRW AERIAL SUR EYS INC	KU		560858	WO 5646 - PRELIMINARY DESIGN DRAWINGS FOR CT OFFICES	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0039503	31-May-2014	\$2,800.00
DR ENGINEERING INC	LKS	86293	89029	BOONE:\ APPRO ED IN OICES 00419371 & 00420810 , 8/10/2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00419371	10-Aug-2014	\$6,008.67
DR ENGINEERING INC	LKS	86293	89029	BOONE:\ APPRO ED IN OICES 00419371 & 00420810 , 8/10/2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00420810	03-Sep-2014	\$15,698.08
DR ENGINEERING INC	KU	555842	561349	For EPCM Services Work- Replacement of breaker 932 at Brown North Substation	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00148414B	15-Apr-2014	\$19,232.83
DR ENGINEERING INC	KU	555842	561349	For EPCM Services Work- Replacement of breaker 932 at Brown North Substation	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00412467	16-May-2014	\$39,534.18
DR ENGINEERING INC	KU	555842	561349	For EPCM Services Work- Replacement of breaker 932 at Brown North Substation	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00420809	03-Sep-2014	\$927.68
DR ENGINEERING INC	KU	555842	563913	For EPCM Services Work- Project Scheduling and Coordination Support (OE at Green River CT Substation	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00412466	16-May-2014	\$4,033.60
DR ENGINEERING INC	KU	555842	563913	For EPCM Services Work- Project Scheduling and Coordination Support (OE at Green River CT Substation	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00414914	13-Jun-2014	\$496.09
DR ENGINEERING INC	KU		551618	TRIMBLE COUNTY Stake Location of Security Fence Along Northern Ridge Top of Ravine B and LG&E Property Line Along State wy 1838 per Jarrett Beach	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	159235B	16-Jun-2014	\$194.07
DR ENGINEERING INC	KU		551618	TRIMBLE COUNTY Stake Location of Security Fence Along Northern Ridge Top of Ravine B and LG&E Property Line Along State wy 1838 per Jarrett Beach	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	159235B	16-Jun-2014	\$532.57
DR ENGINEERING INC	KU		551618	TRIMBLE COUNTY Stake Location of Security Fence Along Northern Ridge Top of Ravine B and LG&E Property Line Along State wy 1838 per Jarrett Beach	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	159235B	16-Jun-2014	\$179.14
DR ENGINEERING INC	KU		551618	TRIMBLE COUNTY Stake Location of Security Fence Along Northern Ridge Top of Ravine B and LG&E Property Line Along State wy 1838 per Jarrett Beach	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	159235B	16-Jun-2014	\$491.60
DR ENGINEERING INC	KU		554479	BROWN for the Initial Siting Study for a 10-Megawatt Solar Facility per Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00406643	28-Jan-2014	\$3,655.83
DR ENGINEERING INC	KU		554479	BROWN for the Initial Siting Study for a 10-Megawatt Solar Facility per Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00407834	25-Feb-2014	\$1,349.21
DR ENGINEERING INC	KU		554479	BROWN for the Initial Siting Study for a 10-Megawatt Solar Facility per Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00410226	01-Apr-2014	\$2,157.84
DR ENGINEERING INC	KU		554479	BROWN for the Initial Siting Study for a 10-Megawatt Solar Facility per Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00412085	06-May-2014	\$525.50
DR ENGINEERING INC	KU		554479	BROWN for the Initial Siting Study for a 10-Megawatt Solar Facility per Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00414549	03-Jun-2014	\$1,139.35
DR ENGINEERING INC	KU		554479	BROWN for the Initial Siting Study for a 10-Megawatt Solar Facility per Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00423722	30-Sep-2014	\$1,429.35
DR ENGINEERING INC	KU		561227	Dix Dam Part 12D Inspection	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00179818B	27-Sep-2014	\$7,000.00
DR ENGINEERING INC	KU		565960	For Transmission BES Protection System Component Review Services Work- Phase I	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00414684	13-Jun-2014	\$7,500.00
DR ENGINEERING INC	KU		565960	For Transmission BES Protection System Component Review Services Work- Phase I	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00422433	11-Sep-2014	\$11,693.18
DR ENGINEERING INC	KU		565960	For Transmission BES Protection System Component Review Services Work- Phase I	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00422434	11-Sep-2014	\$20,316.80
DR ENGINEERING INC	KU		565960	For Transmission BES Protection System Component Review Services Work- Phase I	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00422435	11-Sep-2014	\$16,067.61
DR ENGINEERING INC	KU		565960	For Transmission BES Protection System Component Review Services Work- Phase I	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00424774	15-Oct-2014	\$20,851.97

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DR ENGINEERING INC	KU		565987	TRIMBLE Potential guardrail area along SR 1838 survey begins at the west edge of the road, working easterly until approximately 15 feet from the side slope of the road per Jarrett Beach / Joan Lipp	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00416981	11-Jul-2014	\$857.27
DR ENGINEERING INC	KU		565987	TRIMBLE Potential guardrail area along SR 1838 survey begins at the west edge of the road, working easterly until approximately 15 feet from the side slope of the road per Jarrett Beach / Joan Lipp	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00416981	11-Jul-2014	\$791.33
DR ENGINEERING INC	KU		565987	TRIMBLE Potential guardrail area along SR 1838 survey begins at the west edge of the road, working easterly until approximately 15 feet from the side slope of the road per Jarrett Beach / Joan Lipp	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00419375	11-Aug-2014	\$1,851.06
DR ENGINEERING INC	KU		565987	TRIMBLE Potential guardrail area along SR 1838 survey begins at the west edge of the road, working easterly until approximately 15 feet from the side slope of the road per Jarrett Beach / Joan Lipp	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00419375	11-Aug-2014	\$1,708.67
DR ENGINEERING INC	KU		568037	TRIMBLE COUNTY - Complete survey of the helicopter pad work per Jennifer Stinnett	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00423760	09-Oct-2014	\$646.53
DR ENGINEERING INC	KU		568037	TRIMBLE COUNTY - Complete survey of the helicopter pad work per Jennifer Stinnett	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00423760	09-Oct-2014	\$596.79
IEM ENERGY CONSULTANTS INC	LKS	82800	84336	PAYMENT OF IN OICE 14-839 IEM ENERGY CONSULTANTS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	14839	08-Apr-2014	\$703.00
IEM ENERGY CONSULTANTS INC	LKS	82800	84336	PAYMENT OF IN OICE 14-839 IEM ENERGY CONSULTANTS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	14839	08-Apr-2014	\$1,054.50
LINEBAC FUNK OUSER INC	LKS		84170	RE 105768 / KAREN REESER / Invoice 5119 - SPCC Updates/New Substations	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	5119	14-Apr-2014	\$2,732.50
LINEBAC FUNK OUSER INC	LKS		84560	106063 and 110628\Clyde Madison\M. Kenton - 4/25/14 - SPCC services for LFI	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	5258	05-Aug-2014	\$13,991.50
LINEBAC FUNK OUSER INC	LKS		84560	106063 and 110628\Clyde Madison\M. Kenton - 4/25/14 - SPCC services for LFI	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	5316	18-Sep-2014	\$10,633.54
LINEBAC FUNK OUSER INC	LKS		84560	106063 and 110628\Clyde Madison\M. Kenton - 4/25/14 - SPCC services for LFI	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	5330	06-Oct-2014	\$24,625.04
LINEBAC FUNK OUSER INC	LKS		86747	107936\Misty McCubbins\Linebach Funhouser Invoice 5198 for 960S. 2nd Street	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	5198	23-Jun-2014	\$20,025.00
LINEBAC FUNK OUSER INC	LKS		86985	108196\Karen Reeser\invoice 5232 - SPCC Updates	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	5232	18-Jul-2014	\$3,008.45
LINEBAC FUNK OUSER INC	KU		566644	GREEN RI ER - Dunlap Property Phase I Environmental Site Assessment (Invoice 5178 - Nate Beckman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	5178	05-Jun-2014	\$900.00
LINEBAC FUNK OUSER INC	KU		566644	GREEN RI ER - Dunlap Property Phase I Environmental Site Assessment (Invoice 5178 - Nate Beckman	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	5178	05-Jun-2014	\$1,350.00
LUCKETT AND FARLEY	LKS		86731	107974\Sharon Wright\Lockett & Farley - Inv 2013 221 00 5 Additional travel for Master Facility Plan	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2013221005	08-Jul-2014	\$4,100.00
LUCKETT AND FARLEY	KU		547131	G ENT - Design Services for Ghent Generating Station Administration Bldg and Machine Shop	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2013060005	23-Apr-2014	\$5,301.38
LUCKETT AND FARLEY	KU		547131	G ENT - Design Services for Ghent Generating Station Administration Bldg and Machine Shop	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2013060006	28-Jul-2014	\$48,616.12
LUCKETT AND FARLEY	KU		547131	G ENT - Design Services for Ghent Generating Station Administration Bldg and Machine Shop	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2013060006	28-Jul-2014	\$16,525.25
MICROBAC LABORATORIES INC	LKS		85591	106917\Karen Reeser\invoice EA4E00852 - Annual BRU Characteri ation	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00852	20-May-2014	\$335.00
MICROBAC LABORATORIES INC	LKS		85591	106917\Karen Reeser\invoice EA4E00852 - Annual BRU Characteri ation	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00852	20-May-2014	\$1,340.00
MICROBAC LABORATORIES INC	LKS		85591	106917\Karen Reeser\invoice EA4E00852 - Annual BRU Characteri ation	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00852	20-May-2014	\$670.00
MICROBAC LABORATORIES INC	LKS		85591	106917\Karen Reeser\invoice EA4E00852 - Annual BRU Characteri ation	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00852	20-May-2014	\$1,036.00
MICROBAC LABORATORIES INC	LKS		86491	RE 107756 / KAREN REESE / invoice EA4F01300 - Lab analysis	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F01300	26-Jun-2014	\$279.00
MICROBAC LABORATORIES INC	LKS		88054	109114\Karen Reeser\invoice EA4 01053 - lab analysis\invoice EA4 01339 - lab analysis	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4 01053	22-Aug-2014	\$5,617.00
MICROBAC LABORATORIES INC	LKS		88054	109114\Karen Reeser\invoice EA4 01053 - lab analysis\invoice EA4 01339 - lab analysis	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4 01339	27-Aug-2014	\$8,425.00
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4C01300	27-Mar-2014	\$696.50
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4C01398	28-Mar-2014	\$1,393.00
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4C01531	31-Mar-2014	\$1,214.50
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4D00581	14-Apr-2014	\$796.00
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4D00957	21-Apr-2014	\$796.00
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4D01204	24-Apr-2014	\$796.00

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MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00110	05-May-2014	\$796.00
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E01122	26-May-2014	\$621.50
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F00126	03-Jun-2014	\$796.00
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F00404	09-Jun-2014	\$336.00
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F00520	11-Jun-2014	\$3,528.00
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F01285	26-Jun-2014	\$98.00
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4G00560	11-Jul-2014	\$2,823.00
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4 00092	04-Aug-2014	\$54.00
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4 00093	04-Aug-2014	\$54.00
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4 00202	06-Aug-2014	\$2,874.00
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4 01234	26-Aug-2014	\$621.50
MICROBAC LABORATORIES INC	KU		558280	2014 - EN IRONMENTAL TESTING FOR T E EW BROWN PLANT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4K00646	12-Nov-2014	\$295.00
MICROBAC LABORATORIES INC	KU		564213	WO 5616 - GR50204 -- Annual Biomonitoring Sample -- MICROBAC LABORATORIES	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4C01217	26-Mar-2014	\$1,531.50
MICROBAC LABORATORIES INC	KU		567684	RE 671833 / D. Williams - 6.25.14 - Microbac Invoice EA4F00707 - Cleanup Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F00707	13-Jun-2014	\$703.00
MICROBAC LABORATORIES INC	KU		570201	re 673674 / Clyde Madison / D. Williams - 7.22.14/ Microbac Invoice EA4G00488/Shelbyville oil spill cleanup	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4G00488	09-Jul-2014	\$703.00
MICROBAC LABORATORIES INC	KU		574034	RE 675400 / CLYDE MADISON / D. Williams - 9.29.14 / Microbac Invoice EA4I01444 / Shelbyville Oil Spill cleanup	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4I01444	26-Sep-2014	\$183.00
MICROBAC LABORATORIES INC	KU		575713	re 676129 / Clyde Madison / S. Pryor / Microbac Invoice EA4K00687 / Shelbyville cleanup	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4K00687	13-Nov-2014	\$235.00
PA CONSULTING GROUP INC	LKS	83295	84387	RE 105899 / BETTY PARIS / CPA 83295 / PA Consulting work on Contact Center Optimi ation	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	10021278	02-Apr-2014	\$24,000.00
PA CONSULTING GROUP INC	LKS	83295	86537	re 107787 / Betty Parrish / ref cpa 83295 / PA Consulting invoice for work performed in RSC Call Center	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	10021607	01-Jul-2014	\$57,063.32
PA CONSULTING GROUP INC	LKS	83295	86537	re 107787 / Betty Parrish / ref cpa 83295 / PA Consulting invoice for work performed in RSC Call Center	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1021607	01-Jul-2014	\$57,063.32
PA CONSULTING GROUP INC	LKS	83295	86537	re 107787 / Betty Parrish / ref cpa 83295 / PA Consulting invoice for work performed in RSC Call Center	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1021607	01-Jul-2014	(\$57,063.32)
POWERTEC LABS INC	LKS		89396	110251\La' ita Jones\Powertech Invoice 50568333	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	50568333	30-Sep-2014	\$9,945.00
RMB CONSULTING AND RESEARC INC	KU		78865	Revisions to E.W. Brown CEMS A Plan	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	11662	07-Mar-2014	\$2,676.00
RMB CONSULTING AND RESEARC INC	KU		78865	Revisions to E.W. Brown CEMS A Plan	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	12072	06-Aug-2014	\$349.00
RMB CONSULTING AND RESEARC INC	KU		78865	Revisions to E.W. Brown CEMS A Plan	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	12072	06-Aug-2014	\$989.00
STANTEC	LKS		83396	105116\Roy Gray\GEOtech Eng Srvc for Middletown tower. Incl: one soil test boring to appx 50', lab testing, eng analyses, and geotech report with results and recom for new tower. te 451869 dtd 03-17-14.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	784777	21-Apr-2014	\$7,900.00
STRUCTURAL INTEGRITY ASSOC INC	KU		549984	661828\ ictoria Owens\METALLURGICAL EXAM OF SAMPLES FROM TWO PIPES. COST BASED ON T&M NOT TO EXCEED EST\STRESS- RUPTURE TESTING AND REMAINING LIFE CALC ON SAMPLES FROM ONE OR BOT PIPES. COST BASED ON T&M NOT TO EXCEED EST	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	41683	20-Mar-2014	\$530.00
STRUCTURAL INTEGRITY ASSOC INC	KU		549984	661828\ ictoria Owens\METALLURGICAL EXAM OF SAMPLES FROM TWO PIPES. COST BASED ON T&M NOT TO EXCEED EST\STRESS- RUPTURE TESTING AND REMAINING LIFE CALC ON SAMPLES FROM ONE OR BOT PIPES. COST BASED ON T&M NOT TO EXCEED EST	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	41683	20-Mar-2014	\$23,494.30
STRUCTURAL INTEGRITY ASSOC INC	KU		567676	WO 6581108-104570 U-3 BOILER R O EADER SPOOL PIECE TESTING	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	42614	11-Sep-2014	\$7,963.47
T E PRIME GROUP LLC	LKS	24495	83348	105090\Judy Schooler\Ref CPA 24495\Consulting work by Jeff Wernert, performed during February for preparing marginal cost of service study for LG&E/KU.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	320141	03-Mar-2014	\$900.00
T E PRIME GROUP LLC	LKS	24495	84154	105760\Judy Schooler\Ref CPA 24495\Consulting work by Jeff Wernert (marginal cost of service study for LG&E/KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	420141	01-Apr-2014	\$3,375.00
T E PRIME GROUP LLC	LKS	24495	85827	107157, 107187\Judy Schooler\Ref CPA 24495\Expenses related to 2014 Rate Case\Consulting work for April (marginal cost of service study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	520141	01-May-2014	\$300.00

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T E PRIME GROUP LLC	LKS	24495	85827	107157, 107187\Judy Schooler\Ref CPA 24495\Expenses related to 2014 Rate Case\Consulting work for April (marginal cost of service study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	620142	02-Jun-2014	\$367.50
T E PRIME GROUP LLC	LKS	24495	85827	107157, 107187\Judy Schooler\Ref CPA 24495\Expenses related to 2014 Rate Case\Consulting work for April (marginal cost of service study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	620142	02-Jun-2014	\$490.00
T E PRIME GROUP LLC	LKS	24495	85827	107157, 107187\Judy Schooler\Ref CPA 24495\Expenses related to 2014 Rate Case\Consulting work for April (marginal cost of service study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	620142	02-Jun-2014	\$367.50
T E PRIME GROUP LLC	LKS	24495	87325	108491\Judy Schooler\Ref CPA 24495\Rate case support for LG&E and KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	820141	01-Aug-2014	\$9,148.50
T E PRIME GROUP LLC	LKS	24495	87325	108491\Judy Schooler\Ref CPA 24495\Rate case support for LG&E and KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	820141	01-Aug-2014	\$6,361.20
T E PRIME GROUP LLC	LKS	24495	87325	108491\Judy Schooler\Ref CPA 24495\Rate case support for LG&E and KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	820141	01-Aug-2014	\$1,590.30
T E PRIME GROUP LLC	LKS	24495	89208	110096\Judy Schooler\Ref CPA 24495\September Rate Case Support for LG&E and KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1020141	01-Oct-2014	\$2,820.00
T E PRIME GROUP LLC	LKS	24495	89208	110096\Judy Schooler\Ref CPA 24495\September Rate Case Support for LG&E and KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1020141	01-Oct-2014	\$3,760.00
T E PRIME GROUP LLC	LKS	24495	89208	110096\Judy Schooler\Ref CPA 24495\September Rate Case Support for LG&E and KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1020141	01-Oct-2014	\$2,820.00
T E PRIME GROUP LLC	LKS	24495	90343	110995\Judy Schooler\Ref CPA 24495\Consulting work for October 2014 (Rate Case Support for LG&E/KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1120141	03-Nov-2014	\$13,740.00
T E PRIME GROUP LLC	LKS	24495	90343	110995\Judy Schooler\Ref CPA 24495\Consulting work for October 2014 (Rate Case Support for LG&E/KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1120141	03-Nov-2014	\$18,320.00
T E PRIME GROUP LLC	LKS	24495	90343	110995\Judy Schooler\Ref CPA 24495\Consulting work for October 2014 (Rate Case Support for LG&E/KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1120141	03-Nov-2014	\$13,740.00
T E PRIME GROUP LLC	LKS		86520	RE 107711 / JUDY SC OOLER / Expenses related to 2014 Rate Case	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	720142	01-Jul-2014	\$922.87
T E PRIME GROUP LLC	LKS		86520	RE 107711 / JUDY SC OOLER / Expenses related to 2014 Rate Case	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	720142	01-Jul-2014	\$641.70
T E PRIME GROUP LLC	LKS		86520	RE 107711 / JUDY SC OOLER / Expenses related to 2014 Rate Case	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	720142	01-Jul-2014	\$160.43
T E PRIME GROUP LLC	LKS		88457	re 109464 / Judy Schooler / Consulting work for August 2014 (Rate Case Support for LG&E/KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	920141	02-Sep-2014	\$922.50
T E PRIME GROUP LLC	LKS		88457	re 109464 / Judy Schooler / Consulting work for August 2014 (Rate Case Support for LG&E/KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	920141	02-Sep-2014	\$1,230.00
T E PRIME GROUP LLC	LKS		88457	re 109464 / Judy Schooler / Consulting work for August 2014 (Rate Case Support for LG&E/KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	920141	02-Sep-2014	\$922.50
T E PRIME GROUP LLC	KU		563692	669375\Judy Schooler\LG&E/KU Rate case preparation on weather normali ation adjustments	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	420142	01-Apr-2014	\$3,425.00
T E PRIME GROUP LLC	KU		565011	670069\Judy Schooler\Invoice 52014-2\Work performed by Larry Feltner for April (difference between leveli ed and non-leveli ed approaches for developing rates	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	520142	01-May-2014	\$225.00
TRANSER INTERNATIONAL INC	LKS	62375	82927	104747\Fernando Rubio\Ref CPA 62375\ITO Services for March 2852	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2852	01-Mar-2014	\$73,168.42
TRANSER INTERNATIONAL INC	LKS	62375	82927	104747\Fernando Rubio\Ref CPA 62375\ITO Services for March 2852	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2852	01-Mar-2014	\$140,026.28
TRANSER INTERNATIONAL INC	LKS	62375	83865	RE 105482 / RUBIO / CPA 62375 / ITO Services for April 2862	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2862	01-Apr-2014	\$73,168.42
TRANSER INTERNATIONAL INC	LKS	62375	83865	RE 105482 / RUBIO / CPA 62375 / ITO Services for April 2862	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2862	01-Apr-2014	\$140,026.28
TRANSER INTERNATIONAL INC	LKS	62375	84989	re 106329 / Fernando Rubio / ref cpa 62375 / ITO Service May 2014 - 2877	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2877	01-May-2014	\$73,168.42
TRANSER INTERNATIONAL INC	LKS	62375	84989	re 106329 / Fernando Rubio / ref cpa 62375 / ITO Service May 2014 - 2877	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2877	01-May-2014	\$140,026.28
TRANSER INTERNATIONAL INC	LKS	62375	85719	re 106980 / Fernando Rubio / ref cpa 62375 / ITO Services for June 2014 - 2887	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2887	01-Jun-2014	\$73,168.42
TRANSER INTERNATIONAL INC	LKS	62375	85719	re 106980 / Fernando Rubio / ref cpa 62375 / ITO Services for June 2014 - 2887	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2887	01-Jun-2014	\$140,026.28
TRANSER INTERNATIONAL INC	LKS	62375	85738	re 107088 / Fernando Rubio / ref cpa 62375 / ITO Misc Expenses - 2894	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2894	04-Jun-2014	\$56.79
TRANSER INTERNATIONAL INC	LKS	62375	85738	re 107088 / Fernando Rubio / ref cpa 62375 / ITO Misc Expenses - 2894	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2894	04-Jun-2014	\$108.68
TRANSER INTERNATIONAL INC	LKS	62375	86542	re 107801 / Fernando Rubio / ref cpa 62375 / ITO Services for July 2900	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2900	01-Jul-2014	\$72,486.20
TRANSER INTERNATIONAL INC	LKS	62375	86542	re 107801 / Fernando Rubio / ref cpa 62375 / ITO Services for July 2900	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2900	01-Jul-2014	\$140,708.50
TRANSER INTERNATIONAL INC	LKS	62375	87382	re 108532 / Fernando Rubio / ref cpa 62375 / ITO Services 2907	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2907	01-Aug-2014	\$72,486.20
TRANSER INTERNATIONAL INC	LKS	62375	87382	re 108532 / Fernando Rubio / ref cpa 62375 / ITO Services 2907	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2907	01-Aug-2014	\$140,708.50
TRANSER INTERNATIONAL INC	LKS	62375	88182	re 109192 / Fernando Rubio / ref cpa 62375 / ITO Services for Sept 2915	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2915	01-Sep-2014	\$74,298.35

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TRANSER INTERNATIONAL INC	LKS	62375	88182	re 109192 / Fernando Rubio / ref cpa 62375 / ITO Services for Sept 2915	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2915	01-Sep-2014	\$144,226.22
TRANSER INTERNATIONAL INC	LKS	62375	88618	re 109607 / Fernando Rubio / ref cpa 62375 / ITO Meeting Expenses - 2921	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2921	08-Sep-2014	\$4,036.61
TRANSER INTERNATIONAL INC	LKS	62375	88618	re 109607 / Fernando Rubio / ref cpa 62375 / ITO Meeting Expenses - 2921	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2921	08-Sep-2014	\$7,835.77
TRANSER INTERNATIONAL INC	LKS	62375	89080	re 110005 / Fernando Rubio / ref cpa 62375 / ITO Services for October 2928	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2928	01-Oct-2014	\$72,486.20
TRANSER INTERNATIONAL INC	LKS	62375	89080	re 110005 / Fernando Rubio / ref cpa 62375 / ITO Services for October 2928	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2928	01-Oct-2014	\$140,708.50
TRANSER INTERNATIONAL INC	LKS	62375	90502	110924\Fernando Rubio\Ref CPA 62375\ITO fee for November 2933	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2933	01-Nov-2014	\$76,110.51
TRANSER INTERNATIONAL INC	LKS	62375	90502	110924\Fernando Rubio\Ref CPA 62375\ITO fee for November 2933	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2933	01-Nov-2014	\$147,743.93
TRANSER INTERNATIONAL INC	LKS		78275	100956\Patty Rose\SSA on File, dated 04-02-13\DEPAULL-CANE RUN 7 SYSTEM IMPACT STUDY (UPRATE PROJECT FOR SIS-LGE-GIS-2013-001	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2885	06-May-2014	\$1,128.05
TRANSER INTERNATIONAL INC	LKS		78275	100956\Patty Rose\SSA on File, dated 04-02-13\DEPAULL-CANE RUN 7 SYSTEM IMPACT STUDY (UPRATE PROJECT FOR SIS-LGE-GIS-2013-001	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2885	06-May-2014	\$3,999.45
TRANSER INTERNATIONAL INC	LKS		78275	100956\Patty Rose\SSA on File, dated 04-02-13\DEPAULL-CANE RUN 7 SYSTEM IMPACT STUDY (UPRATE PROJECT FOR SIS-LGE-GIS-2013-001	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2892	03-Jun-2014	\$6,768.88
TRANSER INTERNATIONAL INC	LKS		78275	100956\Patty Rose\SSA on File, dated 04-02-13\DEPAULL-CANE RUN 7 SYSTEM IMPACT STUDY (UPRATE PROJECT FOR SIS-LGE-GIS-2013-001	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2892	03-Jun-2014	\$23,998.75
TRANSER INTERNATIONAL INC	LKS		78275	100956\Patty Rose\SSA on File, dated 04-02-13\DEPAULL-CANE RUN 7 SYSTEM IMPACT STUDY (UPRATE PROJECT FOR SIS-LGE-GIS-2013-001	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2903	02-Jul-2014	\$5,626.01
TRANSER INTERNATIONAL INC	LKS		78275	100956\Patty Rose\SSA on File, dated 04-02-13\DEPAULL-CANE RUN 7 SYSTEM IMPACT STUDY (UPRATE PROJECT FOR SIS-LGE-GIS-2013-001	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2903	02-Jul-2014	\$19,946.74
TRANSER INTERNATIONAL INC	LKS		80110	re 102384 / Patty Rose / Signed SSA (Contract Proposal on File	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2881	02-May-2014	\$1,106.15
TRANSER INTERNATIONAL INC	LKS		80110	re 102384 / Patty Rose / Signed SSA (Contract Proposal on File	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2881	02-May-2014	\$1,659.23
TRANSER INTERNATIONAL INC	LKS		80110	re 102384 / Patty Rose / Signed SSA (Contract Proposal on File	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2893	03-Jun-2014	\$10,209.15
TRANSER INTERNATIONAL INC	LKS		80110	re 102384 / Patty Rose / Signed SSA (Contract Proposal on File	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2893	03-Jun-2014	\$15,313.73
TRANSER INTERNATIONAL INC	LKS		80110	re 102384 / Patty Rose / Signed SSA (Contract Proposal on File	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2904	10-Jul-2014	\$4,675.65
TRANSER INTERNATIONAL INC	LKS		80110	re 102384 / Patty Rose / Signed SSA (Contract Proposal on File	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2904	10-Jul-2014	\$7,013.48
TRANSER INTERNATIONAL INC	LKS		82844	Deposit of 20K to initiate System Impact Study for additional transformer (2 added to UK West Substation.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRSISLGE2014003	24-Feb-2014	\$20,000.00
TRANSER INTERNATIONAL INC	LKS		82878	104699\Anne Marie Bauscher\TranServ Internation Inc. Riverview Coal study TSR 79240647 TSR SIS LGE-2014-002	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRSISLGE2014002	24-Feb-2014	\$20,000.00
TRANSER INTERNATIONAL INC	LKS		82879	104700\Anne Marie Bauscher\Ford KTP TranServ TSR SIS LGE-2013-013 Final Payment	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2849	21-Feb-2014	\$4,827.91
TRANSER INTERNATIONAL INC	LKS		83709	re 105378 / Patty Rose /SSA ON FILE\ TRANSER INTERNATIONAL, INC. \DEPOSIT FOR INTERCONNECTION RE UEST	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TRANSE040214	08-Apr-2014	\$360.00
TRANSER INTERNATIONAL INC	LKS		83709	re 105378 / Patty Rose /SSA ON FILE\ TRANSER INTERNATIONAL, INC. \DEPOSIT FOR INTERCONNECTION RE UEST	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TRANSE040214	08-Apr-2014	\$640.00
TRANSER INTERNATIONAL INC	LKS		84072	105680\Patty Rose\SSA on File\DEPAULL-DEPOSIT FOR TRANSMISSION SR C RE UESTS, SYSTEM IMPACT STUDY FOR 2018 GREEN RI ER 5 GENERATION STATION - TSR-SIS-LGE-2014-004	SOLE SOURCED DOCUMENT	PROPRIETARY ITEM	TSRSISLGE2014004	02-Apr-2014	\$8,000.00
TRANSER INTERNATIONAL INC	LKS		84072	105680\Patty Rose\SSA on File\DEPAULL-DEPOSIT FOR TRANSMISSION SR C RE UESTS, SYSTEM IMPACT STUDY FOR 2018 GREEN RI ER 5 GENERATION STATION - TSR-SIS-LGE-2014-004	SOLE SOURCED DOCUMENT	PROPRIETARY ITEM	TSRSISLGE2014004	02-Apr-2014	\$12,000.00
TRANSER INTERNATIONAL INC	LKS		84073	105683\Patty Rose\SSA on File\DEPAULL - DEPOSIT FOR TRANSMISSION SER ICE RE UESTS, SYSTEM IMPACT STUDY FOR 2018 GREEN RI ER 5 GENERATION STATION - TSR-SIS-LGE-2014-005	SOLE SOURCED DOCUMENT	PROPRIETARY ITEM	TSRSISLGE2014005	02-Apr-2014	\$12,000.00
TRANSER INTERNATIONAL INC	LKS		84073	105683\Patty Rose\SSA on File\DEPAULL - DEPOSIT FOR TRANSMISSION SER ICE RE UESTS, SYSTEM IMPACT STUDY FOR 2018 GREEN RI ER 5 GENERATION STATION - TSR-SIS-LGE-2014-005	SOLE SOURCED DOCUMENT	PROPRIETARY ITEM	TSRSISLGE2014005	02-Apr-2014	\$18,000.00
TRANSER INTERNATIONAL INC	LKS		85544	RE 106840 / ANNE MARIE BAUSC ER / Riverview Coal Facility Study TSR 79240647 TSR FS LGE-2014-002	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSR79240647	29-May-2014	\$4,500.00

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TRANSER INTERNATIONAL INC	LKS		86454	RE 107737 / PATTY ROSE / TRANSER INTERNATIONAL INC. - TSR FS LGE-2014-005	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRFSLGE2014005	25-Jun-2014	\$900.00
TRANSER INTERNATIONAL INC	LKS		86454	RE 107737 / PATTY ROSE / TRANSER INTERNATIONAL INC. - TSR FS LGE-2014-005	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRFSLGE2014005	25-Jun-2014	\$600.00
TRANSER INTERNATIONAL INC	LKS		86493	RE 107754 / PATTY ROSE / TRANSER INTERNATIONAL INC. - IN OICE 2902	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2902	30-Jun-2014	\$2,034.85
TRANSER INTERNATIONAL INC	LKS		86493	RE 107754 / PATTY ROSE / TRANSER INTERNATIONAL INC. - IN OICE 2902	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2902	30-Jun-2014	\$3,052.28
TRANSER INTERNATIONAL INC	LKS		88882	109847\Phyllis Godin\Payment for System Impact Study Agreement for Firm Transmission Service Project: TSR SIS LGE-2014-012 between TranServ International, Inc. and LG&E/KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRSISLGE2014012	02-Sep-2014	\$28,000.00
TRANSER INTERNATIONAL INC	LKS		89224	110124\Anne Marie Bauscher\Feasibility Study Agreement FAS-LGE-2014-001 Riverview Coal	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FASLGE2014001	02-Oct-2014	\$5,000.00
TRANSER INTERNATIONAL INC	KU		534128	Dix Dam System Impact Study Agreement for Firm Transmission Service Project TSR SIS LGE-2012-018. Revised to include ISIS-LGE-GIS-2011-005 (Dix Dam Uprate . Deposit for System Impact Study agreement for TSR	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2857	05-Mar-2014	\$41,538.00
TRANSER INTERNATIONAL INC	KU		566266	79648581 (14 MW TSR SIS LGE 2014-006 - Distribution American Ave	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSR79648581	28-May-2014	\$25,000.00
TRANSER INTERNATIONAL INC	KU		566431	Deposit of 3,500 to initiate the Facility Study for the additional transformer (2 UK West Substation.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSR79240678	05-Jun-2014	\$3,500.00
TRANSER INTERNATIONAL INC	KU		567455	Deposit for Berea - TSR 79740161(6MW TSR LGE-2014-008 Cost to initiate and complete System Impact Study. Permanent increase of load at New Lewis St. Sub.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRSISLGE2014008	16-Jun-2014	\$15,000.00
TRANSER INTERNATIONAL INC	KU		570137	Deposit of 2,000 to initiate the Facility Study for the a new distribution substation transformer in the American Ave substation in Lexington. 2014-006	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRFSLGE2014006	14-Aug-2014	\$2,000.00
TRANSER INTERNATIONAL INC	KU		571929	Berea - TSR 79740161(6MW TSR LGE-2014-008 Remaining cost to complete System Impact Study. Permanent increase of load at New Lewis St. Sub. Total cost to perform the SIS Study was 20,816.25. Paid a deposit of 15K under PO 567455.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2924	10-Sep-2014	\$5,816.25
TRANSER INTERNATIONAL INC	KU		571933	American Avenue - TSR SIS LGE 2014-006 - Cost to complete the SIS Study agreement for American Ave. Total cost of study \$28,384.13 - a deposit of 25K was already paid under PO 566266.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2925	10-Sep-2014	\$3,384.13
TRINITY CONSULTANTS INC	LKS		81847	103778 & 108223\Karen Reeser\SSA on File\To establish a PO number for Trinity Consultants - for Trimble County Title Renewal Permit	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1081604	02-Mar-2014	\$1,551.60
TRINITY CONSULTANTS INC	LKS		81847	103778 & 108223\Karen Reeser\SSA on File\To establish a PO number for Trinity Consultants - for Trimble County Title Renewal Permit	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1083494	31-Mar-2014	\$14,437.21
TRINITY CONSULTANTS INC	LKS		81847	103778 & 108223\Karen Reeser\SSA on File\To establish a PO number for Trinity Consultants - for Trimble County Title Renewal Permit	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1086293	29-Apr-2014	\$4,401.91
TRINITY CONSULTANTS INC	LKS		81847	103778 & 108223\Karen Reeser\SSA on File\To establish a PO number for Trinity Consultants - for Trimble County Title Renewal Permit	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1087045	29-May-2014	\$6,276.06
TRINITY CONSULTANTS INC	LKS		81847	103778 & 108223\Karen Reeser\SSA on File\To establish a PO number for Trinity Consultants - for Trimble County Title Renewal Permit	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1090480	29-Jul-2014	\$11,333.22
TRINITY CONSULTANTS INC	LKS		81847	103778 & 108223\Karen Reeser\SSA on File\To establish a PO number for Trinity Consultants - for Trimble County Title Renewal Permit	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1090480	29-Jul-2014	\$11,691.57
UNI ERSAL ENSCO INC	KU		562900	Provide Engineering Services by Universal Ensco Representative to Discuss New Pparapet Wall Design	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	152754	28-Apr-2014	\$3,337.50
UNI ERSAL ENSCO INC	KU		562900	Provide Engineering Services by Universal Ensco Representative to Discuss New Pparapet Wall Design	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	153263	12-May-2014	\$1,609.67
ANTAGE ENERGY CONSULTING LLC	LKS	56077	82990	104637\Susan ug\Ref CPA 56077\Services provided in support of KU/LGE Environmental Compliance	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	20140118	01-Feb-2014	\$4,324.00
ANTAGE ENERGY CONSULTING LLC	LKS	56077	82990	104637\Susan ug\Ref CPA 56077\Services provided in support of KU/LGE Environmental Compliance	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	20140118	01-Feb-2014	\$4,876.00
ANTAGE ENERGY CONSULTING LLC	LKS		84860	106347\Judy Schooler\Work performed relating to the environmental compliance cases for April 2014	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	20140428	28-Apr-2014	\$9,849.30
ANTAGE ENERGY CONSULTING LLC	LKS		84860	106347\Judy Schooler\Work performed relating to the environmental compliance cases for April 2014	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	20140428	28-Apr-2014	\$9,849.30
ANTAGE ENERGY CONSULTING LLC	LKS		87578	108702\Judy Schooler\Expenses related to environmental compliance cases for July 2014.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	20140728	29-Jul-2014	\$14,419.31
ANTAGE ENERGY CONSULTING LLC	LKS		87578	108702\Judy Schooler\Expenses related to environmental compliance cases for July 2014.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	20140728	29-Jul-2014	\$12,786.93
ITOK ENGINEERS INC	KU	549082	562607	WO 6468668 -133393 - ENGINEERING SUPPORT FOR UNDERGROUND PIPE CASING INSTALLATIONS UNDER WY. 42	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	12185	31-Oct-2013	\$329.50

Kentucky Utilities - Professional Service Providers

Supplier Name	Company	Contract Number	Po Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
WORLEYPARSONS GROUP INC	KU	555871	565590	For Ghent Substation 345k breaker (942 replacement-EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	131517	13-Aug-2014	\$3,455.31
WORLEYPARSONS GROUP INC	KU	555871	565590	For Ghent Substation 345k breaker (942 replacement-EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	131558	15-Aug-2014	\$16,905.50
WORLEYPARSONS GROUP INC	KU	555871	565590	For Ghent Substation 345k breaker (942 replacement-EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134499	19-Sep-2014	\$17,539.19
WORLEYPARSONS GROUP INC	KU	555871	565590	For Ghent Substation 345k breaker (942 replacement-EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134499	19-Sep-2014	(\$4,722.19)
WORLEYPARSONS GROUP INC	KU	555871	565590	For Ghent Substation 345k breaker (942 replacement-EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136877	10-Oct-2014	\$4,107.25



OUTSIDE COUNSEL GUIDELINES

I. OVERVIEW

The Law Department of LG&E and KU Energy LLC (“LKE”) values our relationship with our outside counsel. If we have retained you, it is because we believe that you are a superb lawyer who can work effectively as part of our team. You are essential to the delivery of excellent legal services to the businesses we serve. These guidelines are designed to let you know what you can expect from us and what we will ask of you.

II. RELATIONSHIP BETWEEN THE LKE LAW DEPARTMENT AND OUTSIDE COUNSEL

a. Your Conduct

We ask your firm to observe the highest ethical standards in its representation of LKE. Our company complies with the law and we ask that you do the same. We do what we say we will do. We treat each other, our customers, members of the public and those with whom we interact with civility and respect.

b. Conflicts

Prior to accepting any assignment, we ask that you perform a thorough review of your firm’s current matters and ongoing relationships to identify any potential conflict (including adverse representation). For purposes of analyzing potential conflicts, please consider LKE’s parent and all affiliate entities as referenced on Appendix A to be your client. We ask that you disclose any potential conflict to us immediately. Only the General Counsel, Deputy General Counsel or Associate General Counsel of LKE is authorized to issue a waiver on behalf of LKE and all such waivers must be in writing.

c. Efficiency

We ask that you use the time expended on behalf of LKE wisely and efficiently by avoiding multiple representatives at meetings or overstaffing on any matters. We recognize that the development of new lawyers requires that they be trained but we ask that you not undertake such training or development at the cost of LKE unless we expressly agree. We ask that you bill time for one attorney attending any deposition, routine hearing or similar event unless prior consent is obtained from the Responsible LKE Attorney.

d. Relationship Partner

We ask that your firm designate a Relationship Partner to whom we will look for ultimate oversight responsibility of all LKE matters being handled by your firm. Our expectation is that the Relationship Partner will assure that budgets for every LKE matter being handled by your firm are thoughtfully developed and carefully executed and that our matters are appropriately staffed. Further, we ask the Relationship Partner to ensure that each lawyer working on an LKE matter receives and adheres to these Guidelines.

e. Responsible LKE Attorney and Communications

The LKE Law Department has the ultimate responsibility for providing legal advice and services to LKE. We will designate a lawyer (the “Responsible LKE Attorney”) who will manage any matter referred to your firm and who will be your primary point of contact on that matter. We ask that your communications on any legal matter on which you are working be limited to the Responsible LKE Attorney, unless that attorney specifically asks you to communicate in a different manner. If communication with other LKE personnel is approved, we ask that you keep the Responsible LKE Attorney advised of all communications and developments. Further, we ask that copies of all correspondence (including e-mails) and documents sent to other LKE personnel be sent to the Responsible LKE Attorney. Outside counsel should confer with the Responsible LKE Attorney before undertaking work requested by other LKE personnel. LKE reserves the right not to pay for services provided or expenses incurred that are not previously approved by the Responsible LKE Attorney.

f. Strategy, Budget and Staffing

With respect to each assignment, the Responsible LKE Attorney and outside counsel will (i) define the objectives to be achieved and the desired outcome; (ii) outline the role of outside counsel; (iii) establish appropriate staffing by outside counsel (including specialized substantive areas to be covered); and (iv) develop a strategy and a budget.

The budget is not intended to be an end in itself, but a translation of the strategy into financial terms. We consider the agreed upon budget to be a critical component of the legal representation. We ask that the budget: (i) set forth major assumptions; (ii) conform to the strategy; (iii) identify specific phases necessary to complete a matter; (iv) provide a time projection and estimated cost for each phase; (v) identify the specific personnel to perform the work and their respective billing rates; and (vi) establish a total estimated cost for the matter, including any additional fees or charges for any third-party services or extraordinary expenditures.

Business decisions about whether and how to resolve legal issues are often based, at least in part, on the attendant legal costs. We cannot overemphasize the importance of real-time, accurate budget information. We ask you to advise the Responsible LKE Attorney when a significant change or event occurs that will materially impact the originally agreed upon budget. Because of the importance we place on this aspect of the engagement, LKE will not pay for fees or expenses that exceed budgeted amounts unless outside counsel obtains written approval from the Responsible LKE Attorney before such budgeted amounts are exceeded. Similarly, we will pay fees and expenses only for the specific personnel identified and agreed to at the beginning of the engagement unless the addition of new staff is approved in writing by the Responsible LKE Attorney.

Finally, in order to stay focused on the amount being expended on each matter, we ask that you notify the Responsible LKE Attorney when one-half (1/2) of the budget for a matter is reached and when three-quarters (3/4) of the budget is reached.

For lengthy matters, we will ask you to prepare a budget for each calendar year.

For small matters expected to incur less than \$3,000.00 in fees and expenses, the requirement for a detailed budget may be waived by the Responsible LKE Attorney.

g. Retention of External Resources

The Responsible LKE Attorney must approve, in advance, the selection and terms of employment or retention of external attorneys, experts, consultants, technical or other professional assistance.

h. Submission of Documents for Review by the Responsible LKE Attorney

We ask that you submit all pleadings, motions, opinions, agreements, material correspondence with adverse parties and other significant documents in draft form to the Responsible LKE Attorney for review and comment before filing or other distribution and we ask that you provide those documents in enough time for us to be able to review them thoughtfully and carefully. Unless otherwise agreed, the name of the Responsible LKE Attorney should appear on all pleadings, motions and other papers submitted to courts and administrative bodies.

i. Litigation Matters

LKE will initiate litigation where necessary and vigorously defend litigation in which we have been named as a party. We will invite your early and continuing efforts to evaluate any and all options that allow us to obtain the desired business result, including settlement, alternative dispute resolution and mediation. We will ask for your help in fully assessing our risks. And we will insist on fully understanding the legal costs and expenses associated with any litigation matter. No settlement discussions may be entered into and no settlement offers may be made without prior approval of the Responsible LKE Attorney. In order to manage our costs aggressively, outside counsel should not bill for any deposition or hearing summaries without prior approval of the Responsible LKE Attorney. In general, we anticipate that such summaries would only be used in critical litigation matters.

j. Research

Unless particular legal research has been approved in the budget for a particular assignment, we ask that you not undertake major legal research (in excess of \$1,500.00 including attorney time and electronic research charges) without the prior express approval of the Responsible LKE Attorney. With respect to legal research, outside counsel and the Responsible LKE Attorney should establish the parameters of the research, the resources to be utilized (including personnel and research tools) and an estimated cost of completion. Where feasible, free resources should be utilized in lieu of research tools which charge a utilization fee. We will rely on the estimate you provide regarding the expected cost of the legal research and ask that you adhere to that estimate. A copy of any final memorandum and any hard copies of all research must be provided to the Responsible LKE Attorney.

k. Methods of Communication

We ask that you respond promptly to our messages and we commit to respond promptly to yours. Whenever possible, e-mail should be used instead of mail, fax or courier for correspondence and document transmission.

l. Word Processing and Other Software Compatibility

LKE utilizes Microsoft Office Suite 2010 software for word processing, spread sheets, and the like and we must insist that outside counsel use compatible software. We ask that you deliver all documents in formats compatible with Microsoft Office Suite 2010.

m. Media Relations

Emphatically, outside counsel is not authorized to make any public comment or issue any statement or press release in connection with any matter being handled for LKE. All press inquiries should be referred to the Responsible LKE Attorney.

n. Work Product

All work product prepared by outside counsel is the property of LKE and must be made available to the Responsible LKE Attorney. LKE expects that all work product, legal research materials, conclusions and communications of outside counsel will be covered by the attorney-client privilege and/or work product doctrine to the extent provided by law, and outside counsel agrees to do all things necessary to preserve those privileges. At the conclusion of any matter, all original documents obtained from the files of LKE must be returned to LKE.

o. Audit of Services

For a period of two (2) years after the conclusion of representation - unless a request from the Kentucky Public Service Commission (KPSC) or any other regulatory authority mandates a longer period - LKE reserves the right to audit, either by itself or through a third-party, all materials associated with any professional service, statement or invoice submitted during the course of the matter in question. We ask that you be prepared to produce original time sheets, a detailed explanation of billing methods and practices, and attorney work product for open and closed files. We ask that you maintain documentation that will support the billings charged to LKE files. On the basis of this evaluation and/or audit, LKE may request invoice reductions, reimbursements, the re-assignment of firm personnel responsible for cases, or new fee arrangements. LKE payment of legal bills and expenses does not constitute a waiver of its rights to request reimbursement resulting from an evaluation or audit of outside counsel bills.

p. The U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

To the extent that LKE engages in international business, we ask you to be especially sensitive to and comply with the requirements of the U.S. Foreign Corrupt Practices Act and, where applicable, the U.K. Bribery Act.

III. BILLING

a. Fees for Services

At the time of engagement on a matter, we ask that you provide the Responsible LKE Attorney with information relating to the billing rates of attorneys and all other personnel who will work on the particular LKE assignment. We would expect such rates to be fixed over the life of the matter and should be calculated to include all overhead and internal charges (except disbursements) associated with outside counsel's practice. We recognize that some matters can extend over a period of multiple years and, in those circumstances, invite a dialogue on whether an increase in hourly rates might be appropriate.

No increases in billing rates shall be acceptable without prior written approval, and requests for increases shall be directed to LKE's Associate General Counsel and must be received by no later than March 1 of the year in which new rates are proposed to go into effect. A decision on the request for rate approval will be communicated to you no later than April 1 of that same year. Invoices submitted without prior approval of an increase in rates will be rejected until compliance with these Guidelines is achieved.

We recognize that your time is valuable and we commit to paying your bills promptly. In order to make the payment process as efficient as possible, please note that, absent exceptional circumstances and advance approval by the Responsible LKE Attorney, LKE will not pay for time charged to complete the following:

- air travel, unless substantive work on LKE matters is performed while in route;
- secretarial, clerical and word-processing services (including overtime);
- routine copying and preparation of envelopes or other packages;
- basic legal research to educate outside counsel's staff in the general field of a transaction or lawsuit;
- work caused by outside counsel's error;
- work required for another attorney to "learn" a file or to be "updated" when an attorney is replaced;
- preparation of budgets or bills;
- work completed by summer associates or law clerks who are not admitted to practice law without the advance approval of the Responsible LKE Attorney;
- work related to calendaring events;
- document indexing;
- file set-up and organization; and
- other routine clerical tasks.

We ask that bills be submitted in tenth-of-an-hour (1/10) increments and reflect only actual time spent.

b. Disbursements and Expenses

LKE will reimburse reasonable disbursements for long distance telephone charges, long distance charges directly related to outgoing facsimiles (but not per page flat fees for such facsimiles), delivery charges, filing fees, and copying/scanning charges at a maximum of \$.10 per page, without prior written approval, provided that such disbursements are charged to LKE at outside counsel's actual cost.

We will not reimburse the following types of disbursements without prior written approval:

- incoming facsimiles;
- entertainment expenses;
- computer time or computer storage expenses;
- computer hardware or software rental or purchase;
- document management indices or other database support;
- office supplies;
- continuing legal education seminars or special publications;
- local telephone calls;
- local transportation charges, including transportation charges for staff who work overtime;
- mobile telephone charges other than long-distance charges;
- meals if no travel is involved; and
- after-hours charges (e.g., air conditioning expense).

c. Travel Expenses

We ask that you limit travel to a single attorney unless approved by the Responsible LKE Attorney. And we ask that expenses for lodging, meals and transportation be incurred in a reasonable and prudent manner in accordance with the following guidelines:

- Charges for coach-class air travel will be reimbursed at the economy rate;
- Air fare must be lowest available;
- No non-refundable tickets without prior approval;
- Use least cost direct routing without sacrificing time and efficiency;
- Bill mileage expenses at IRS deductible rate; and
- Use hotels offering discounted corporate rates.

Alternatives to travel, such as conference calls or video-conferencing, should be used whenever possible. LKE has video conferencing facilities.

d. Alternative Fee Arrangements

We invite you to propose alternative fee arrangements where appropriate.

e. Invoice Format

As of September 1, 2010, LKE utilizes the Serengeti Tracker Electronic Invoicing System. All invoices from law firms with the LEDES format capability are required to submit invoices through Serengeti Tracker. Please contact our Legal Dept. for LKE matter names and numbers. For firms not capable of LEDES electronic invoice submission, each invoice for fees and disbursements should be submitted directly to LKE's Associate General Counsel. When outside counsel is working on multiple projects, each project and related disbursements should be invoiced separately. Invoices should be in a format that includes, at a minimum, the following information:

- Case caption or project name for the assignment being billed together with LKE's matter number;
- Name of Responsible LKE Attorney;
- Period services were performed;
- Timekeeper summary listing personnel who performed the work together with hourly billing rates and total hours billed;
- Date and exact description of services rendered in chronological order;
- Actual hours worked;
- Itemized disbursements (with appropriate invoices attached); and
- Total fees and disbursements for project to date vs. project budget.

All invoices must include a summary page that gives the invoice date and number, case caption or project name, matter number, the total agreed upon budget for the matter, how much of the budget will remain after payment of the submitted invoice, invoice total, total fees, and total disbursements. Only invoices including the information set forth above will be processed for payment. We ask that the Relationship Partner review each bill prior to its submission to assure its fairness, accuracy and conformity with these guidelines.

f. Third-Party Invoices

Unless outside counsel receives prior written approval from the Responsible LKE Attorney, all third-party invoices from court reporters, experts and other outside services, should be paid directly by outside counsel. We ask outside counsel to provide all third-party providers with a copy of these Policies and to ensure that such third-party service providers comply with them. If the Responsible LKE Attorney agrees to pay certain third-party costs directly, outside counsel shall arrange to have LKE billed directly by the third-party service provider. If outside counsel receives any invoices from third-party service providers that LKE has previously agreed to pay directly, such invoices must be sent to LKE within ten (10) days of outside counsel's receipt of the invoice. Third-party invoices that outside counsel has paid directly should be included as support in outside counsel's invoice to LKE.

g. Frequency of Invoices

Invoices should be submitted on a monthly basis for each calendar month in arrears, and should be submitted no later than twenty-one calendar days after the end of each month. Because we consider the timely submission of bills to be of critical importance, we reserve the right not to pay bills for services or disbursements over two (2) months old.

h. Audit Letters

From time to time, outside counsel may be requested to respond to audit requests regarding the status of projects. LKE will reimburse outside counsel for actual hours spent preparing responses to audit requests but generally would not anticipate fees and expenses for such services to exceed \$1000.00 a year. If you anticipate that your fees and expenses will exceed that amount, you must obtain the prior written approval of the Responsible LKE Attorney.

CONCLUSION

These Guidelines set forth LKE's expectations with regard to the retention of outside counsel and should contribute to the mutual goal of providing LKE with high-quality, value added legal services that are cost-effective. They are intended to give structure and predictability to LKE's relationship with outside counsel. Questions concerning the application of the Guidelines to an assignment should be discussed with the Responsible LKE Attorney. In the event of a conflict between the provisions of these Guidelines and the provisions of an engagement letter, these Guidelines will be controlling.

EXHIBIT A
 SUBSIDIARIES AND AFFILIATES OF PPL CORPORATION
FOR OUTSIDE COUNSEL CONFLICT CHECKS

Airborne Pollution Control, Inc.	LG&E Home Services Inc.
Aztec Insurance Limited	LG&E International Inc.
B-G Mechanical Contractors, Inc.	LG&E Power Argentina III LLC
B-G Mechanical Service, Inc.	Louisville Gas and Electric Company
BDW Corp.	Lower Mount Bethel Energy, LLC
Brunner Island Services, LLC	Massac Enterprises, LLC
Burns Mechanical, Inc.	McCarl's Inc.
Cell Site Connection Services Limited	McClure Company
Central Networks Trustees Limited	Met-South, Inc.
CEP Commerce, LLC	Meter Operator Services Limited
CEP Lending, Inc.	Meter Reading Services Limited
CEP Reserves, Inc.	Midwest Electric Power, Inc.
Colstrip Comm Serv, LLC	Millennium Builders, Inc.
Conemaugh Fuels, LLC	Montour Services, LLC
DCUSA Limited	MRA Service Company Limited
DHA, LLC	Northmere Limited
Ebusiness South West Limited	Ohio Valley Electric Corporation
Electralink Limited	Pennsylvania Mines, LLC
Electric Energy, Inc.	PMDC Chile, LLC
Electricity Association Services Limited	PMDC International Holdings, Inc.
Electricity Pensions Limited	PP&L Residual Corporation
Electricity Pensions Trustee Limited	PPL Bell Bend Holdings, LLC
Elmsford Sheet Metal Works, Inc.	PPL Bell Bend, LLC
Energy Networks Association Limited	PPL Brunner Island, LLC
FCD LLC	PPL Capital Funding, Inc.
Fred Williams, Inc.	PPL Capital Trust (Business Trust)
Gemserv Limited	PPL Capital Trust II (Business Trust)
General Control Systems, Inc.	PPL Cayman, LLC
General Mechanical Systems, Inc.	PPL Colstrip I, LLC
H. T. Lyons Co.	PPL Colstrip II, LLC
H. T. Lyons, Inc.	PPL Electric Utilities Corporation
Hyder Limited	PPL Energy Funding Corporation
Hyder Profit Sharing Trustee Limited	PPL Energy Services Group, LLC
Hyder Share Scheme Trustee (2) Limited	PPL Energy Services Holdings, LLC
Hyder Share Scheme Trustee Limited	PPL Energy Services Mid-Atlantic, LLC
Indiana-Kentucky Electric Corporation	PPL Energy Services Northeast, Inc.
Infralec 1992 Pension Trustee Limited	PPL Energy Supply, LLC
Joppa & Eastern Railroad Company	PPL EnergyPlus, LLC
Kelston Properties Limited	PPL EnergyPlus Retail, LLC
Kelston Properties 2 Limited	PPL Foundation
Kentucky Utilities Company	PPL Generation, LLC
Keystone Fuels, LLC	PPL Generation Services, LLC
Lady Jane Collieries, Inc.	PPL Global, LLC
Lexington Utilities Company	PPL Holtwood, LLC
LG&E and KU Capital LLC	PPL Infrastructure Services, LLC
LG&E and KU Energy LLC	PPL Interstate Energy Company
LG&E and KU Foundation Inc.	PPL Investment Corporation
LG&E and KU Hydro I LLC	PPL Ironwood, LLC
LG&E and KU Services Company	PPL Ironwood Holdings, LLC
LG&E Energy Inc.	PPL Island Financing LLP
LG&E Energy Marketing Inc.	PPL Land Holdings, LLC

PPL Maine, LLC
PPL Martins Creek, LLC
PPL Montana Holdings, LLC
PPL Montana, LLC
PPL Montour, LLC
PPL New Jersey Biogas, LLC
PPL New Jersey Solar, LLC
PPL Nuclear Development, LLC
PPL Power Insurance Ltd.
PPL Prescott, LLC
PPL Receivables Corporation
PPL Renewable Energy, LLC
PPL SavageALERT, Inc.
PPL Services Corporation
PPL Spectrum, Inc.
PPL Strategic Development, LLC
PPL Susquehanna, LLC
PPL Treasure State, LLC
PPL UK Holdings, LLC
PPL UK Investments Limited
PPL UK Resources Limited
PPL WEM Holdings Limited
PPL WW Holdings Limited
PPLSolutions, LLC
Realty Company of Pennsylvania
REC Collect Limited
South Wales Electricity Share Scheme
Trustees Limited
South Western Helicopters Limited
Surf Telecoms Limited
The Ombudsman Service Limited

Titan Mechanical Contractors, Inc.
Trystate Mechanical, Inc.
Westech International, Inc.
Western Kentucky Energy Corp.
Western Power Distribution (East Midlands) plc
Western Power Distribution (West Midlands) plc
Western Power Distribution (South Wales) plc
Western Power Distribution (South West) plc
Western Power Distribution Holdings Limited
Western Power Distribution Investments Limited
Western Power Distribution LLP
Western Power Generation Limited
Western Power Pension Trustee Limited
WPD 1957 Limited
WPD Investments Limited
WPD Limited
WPD Limited (Guernsey)
WPD Midlands Holdings Limited
WPD Midlands Networks Contracting Limited
WPD Midlands Networks Services Limited
WPD Property Developments Limited
WPD Property Investments Limited
WPD Property Limited
WPD Share Scheme Trustees Limited
WPD Smart Metering Limited
WW Share Schemes Trustees Limited

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PPL companies

July 13, 2012

John R. Crockett, III
Chairman
Frost Brown Todd, LLC
400 W. Market Street, Suite 3200
Louisville, KY 40202

**Re: Outside Counsel Guidelines and
Engagement Letter for Legal Services**

Dorothy E. O'Brien
Vice President and
Deputy General Counsel
Legal & Environmental Affairs

LG&E and KU Energy LLC
220 West Main Street
P.O. Box 32010
Louisville, KY 40232
T 502-627-2561
F 502-627-3367
dorothy.obrien@lgeku.com

Dear John:

I write on behalf of the attorneys and staff in the Legal Department of LG&E and KU Energy LLC ("LG&E-KU") to let you know that it has been our pleasure to work with your firm in the past. We look forward to continuing that relationship in the future.

It has been some time since we have provided our outside counsel generally with a copy of our current Outside Counsel Guidelines. This letter serves that purpose and confirms that our engagement of your firm will be governed by these Guidelines.

I have enclosed copies of our current guidelines and request that you distribute copies to all attorneys in your firm who are working on LG&E-KU matters.

In addition, I have enclosed a schedule of the jointly agreed to hourly rates for each of the attorneys in your firm working on LG&E-KU matters. As you are aware from our past dealings, and as provided for in the Outside Counsel Guidelines, no increases in billing rates will be implemented without prior written approval of the responsible LG&E-KU attorney. We very much appreciate your cooperation in this regard.

If you have any questions regarding this letter and the engagement of your firm, please do not hesitate to contact me or the responsible LG&E-KU attorney overseeing the LG&E-KU matter(s) on which you are working.



PPL companies

John R. Crockett, III
Chairman
Frost Brown Todd, LLC
July 13, 2012
Page 2

We look forward to a continued successful working relationship with you and the other members of your firm.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dorothy E. O'Brien', with a long horizontal stroke extending to the left.

Dorothy E. O'Brien

AGREED AND ACCEPTED:

FROST BROWN TODD, LLC

A handwritten signature in black ink, appearing to read 'John R. Crockett III', written in a cursive style.

By: JOHN R. CROCKETT III

Title: CHAIRMAN

Date: 8/9/12

cc:

- Gerald A. Reynolds
- Elizabeth A. Cocanougher
- J. Gregory Cornett
- James J. Dimas
- John P. Fendig
- James A. Huguenard
- Jay W. Warren

CONFIDENTIAL INFORMATION REDACTED

LG&E Rates Effective August 2012

Timekeeper	FBT Rate Approved 8/8/12	Prior LG&E Unit Rate	Class
Snyder, Sheryl G.			Member
McCall, John R.			Member
Cooney, Kevin L.			Member
Keeton, Charles R.			Member
Black, Bonita			Member
Crockett, John			Member
Pritchett, Charles M.			Member
Stewart, Cynthia L.			Member
Egan, John S.			Member
Canaday, Theresa A.			Member
Wettle, Susan C.			Member
Terry, Griffin			Member
Crawford, Steven M.			Member
Langdon, Douglas W.			Member
Abner, Sara L (Bkr Rate)			Member
Abner, Sara L.			Member
White, Geoffrey M.			Member
Byrne, Jeremiah A.			Member
Ragland, Rebecca			Counsel
Renzelmann, Jason P.			Counsel
Wells, Joseph B.			Associate
Green, Anderson J.			Associate
Berger, Nathan			Associate
Jones, LeAnders L.			Associate
Winters, Meagan R.			Associate
Moreno, Guylando A.			Associate
Robinson, D. Christopher			Associate
Ford, Catherine			Associate
De La Barra Helstrom, Carla			Associate
Driggs, Julio V.			Associate
Fowles, Justin			Associate
Bickley, Maureen A.			Associate
Baldon, Junis L.			Associate
Metzger Jr., James B.			Associate
Palmer, Andrew M.			Associate
Schafer, Rachel E. Moore			Associate
Sturgeon III, A. Thomas			Associate
Hensley, Casey Wood			Associate

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**STOLL
KEENON
OGDEN**

2000 PNC PLAZA
500 WEST JEFFERSON STREET
LOUISVILLE, KY 40202-2828
MAIN: (502) 333-6000
FAX: (502) 333-6099



KENDRICK R. RIGGS
DIRECT DIAL: (502) 560 4222
DIRECT FAX: (502) 627-8722
kendrick.riggs@skofirm.com

September 7, 2012

Dorothy E. O'Brien
Vice President and Deputy General Counsel
Legal and Environmental Affairs
LG&E and KU Energy LLC
220 West Main Street
Louisville, KY 40202

RE: Outside Counsel Guidelines and Engagement Letter for Legal Services

Dear Dot:

Thank you for your letter dated September 4, 2012 containing LG&E/KU's current Outside Counsel Guidelines along with the 2012 Stoll Keenon Ogden PLLC standard hourly rates.

I have signed and dated your letter accepting the terms and conditions contained in the Guidelines, and enclose the original for your records.

In addition to the 2012 hourly rates, please note that for several years Stoll Keenon Ogden PLLC has offered special rates for routine personal injury and property claims. Lawyers with 1-5 years of experience are billed at \$163/hour; lawyers with 6-15 years of experience are billed at \$182/hour; and lawyers with more than 15 years of experience are \$268/hour.

Should you ever have any questions concerning our rates, please do not hesitate to contact me. We appreciate the opportunity to be of service

Yours very truly,

Kendrick R. Riggs

KRR:cc
Enclosure

400001.122652/848240.1



PPL companies

September 4, 2012

Kendrick R. Riggs
Member
Stoll Keenon Ogden
500 W Jefferson Street, Suite 2000
Louisville, KY 40202

**Re: Outside Counsel Guidelines and
Engagement Letter for Legal Services**

Dear Kendrick:

I write on behalf of the attorneys and staff in the Legal Department of LG&E and KU Energy LLC ("LG&E-KU") to let you know that it has been our pleasure to work with your firm in the past. We look forward to continuing that relationship in the future.

It has been some time since we have provided our outside counsel generally with a copy of our current Outside Counsel Guidelines. This letter serves that purpose and confirms that our engagement of your firm will be governed by these Guidelines.

I have enclosed copies of our current guidelines and request that you distribute copies to all attorneys in your firm who are working on LG&E-KU matters.

In addition, I have enclosed a schedule of the jointly agreed to hourly rates for each of the attorneys in your firm working on LG&E-KU matters. As you are aware from our past dealings, and as provided for in the Outside Counsel Guidelines, no increases in billing rates will be implemented without prior written approval of the responsible LG&E-KU attorney. We very much appreciate your cooperation in this regard.

If you have any questions regarding this letter and the engagement of your firm, please do not hesitate to contact me or the responsible LG&E-KU attorney overseeing the LG&E-KU matter(s) on which you are working.



PPL companies.

Kendrick R. Riggs
Member
Stoll Keenon Ogden
September 4, 2012
Page 2

We look forward to a continued successful working relationship with you and the other members of your firm.

Sincerely,

Dorothy E. O'Brien

A handwritten signature in blue ink, appearing to read 'Dorothy E. O'Brien', written over a horizontal line.

AGREED AND ACCEPTED:

STOLL KEENON OGDEN

By: Kendrick R Riggs
Title: Member Stoll Keenon Ogden PLLC
Date: September 6, 2012

cc:

Gerald A. Reynolds
Elizabeth A. Cocanougher
J. Gregory Cornett
James J. Dimas
John P. Fendig
Allyson K. Sturgeon
Jay W. Warren

CONFIDENTIAL INFORMATION REDACTED

Firm	Timekeeper	Unit Rate	Class
Stoll Keenon Ogden	Hinkle, Sam		✓ Partner
Stoll Keenon Ogden	Hunter, William		✓ Partner
Stoll Keenon Ogden	Lear, William		✓ Partner
Stoll Keenon Ogden	Barr, Doug		✓ Partner
Stoll Keenon Ogden	Griffith, Richard		✓ Partner
Stoll Keenon Ogden	Hatfield, Kent		✓ Partner
Stoll Keenon Ogden	Lester, David		✓ Partner
Stoll Keenon Ogden	Smith, David		✓ Partner
Stoll Keenon Ogden	Sheller, John		✓ Partner
Stoll Keenon Ogden	Williams, Ernie		✓ Partner
Stoll Keenon Ogden	Bentley, Perry		✓ Partner
Stoll Keenon Ogden	Rose, Dan		✓ Partner
Stoll Keenon Ogden	Sales, Walter		✓ Partner
Stoll Keenon Ogden	Bilby, John		✓ Partner
Stoll Keenon Ogden	Brinkman, Scott		✓ Partner
Stoll Keenon Ogden	Brown, James		✓ Partner
Stoll Keenon Ogden	Gibson, Randy		✓ Partner
Stoll Keenon Ogden	Riggs, Kendrick	357.22	✓ Partner
Stoll Keenon Ogden	Wilford, Frank		✓ Partner
Stoll Keenon Ogden	Beavin, Joe		✓ Partner
Stoll Keenon Ogden	Camenisch, Mel		✓ Partner
Stoll Keenon Ogden	Goff, Lea		✓ Partner
Stoll Keenon Ogden	Pavey, Greg		✓ Partner
Stoll Keenon Ogden	Treitz, John		✓ Partner
Stoll Keenon Ogden	Nunnelley, Rick		✓ Partner
Stoll Keenon Ogden	Davis, William		✓ Partner
Stoll Keenon Ogden	Eifler, Tim		✓ Partner
Stoll Keenon Ogden	Halliday, Culver		✓ Partner
Stoll Keenon Ogden	Kellerman, Robert		✓ Partner
Stoll Keenon Ogden	King, Gregory		✓ Partner
Stoll Keenon Ogden	Martin, Jim		✓ Partner
Stoll Keenon Ogden	Smith, George		✓ Partner
Stoll Keenon Ogden	Sykes, Larry		✓ Partner
Stoll Keenon Ogden	Wangerin, Lynn		✓ Partner
Stoll Keenon Ogden	Williams, Tom		✓ Partner
Stoll Keenon Ogden	Vance, Gene		✓ Partner
Stoll Keenon Ogden	Hundley, John		✓ Partner
Stoll Keenon Ogden	Ballantine, Doug		✓ Partner
Stoll Keenon Ogden	Hall, Stephen		✓ Partner
Stoll Keenon Ogden	Mattingly, Sharon		✓ Partner
Stoll Keenon Ogden	Rutledge, Tom		✓ Partner
Stoll Keenon Ogden	Thomason, David		✓ Partner
Stoll Keenon Ogden	Harnice, Paul		✓ Partner
Stoll Keenon Ogden	Schnell, Anthony		✓ Partner
Stoll Keenon Ogden	Schwetschenau, David		✓ Partner
Stoll Keenon Ogden	Baesler, Charles		✓ Partner

CONFIDENTIAL INFORMATION REDACTED

Firm	Timekeeper	Unit Rate	Class
Stoll Keenon Ogden	Loy, Steven		✓ Partner
Stoll Keenon Ogden	Allen, Jim		✓ Partner
Stoll Keenon Ogden	Dilger, Craig		✓ Partner
Stoll Keenon Ogden	Hendricks, Wade	295.90	✓ Partner
Stoll Keenon Ogden	Page, Todd		✓ Partner
Stoll Keenon Ogden	Henderson, John		✓ Partner
Stoll Keenon Ogden	Ingram III, Lindsey	286.16	✓ Partner
Stoll Keenon Ogden	Mains, Rich		✓ Partner
Stoll Keenon Ogden	Brodsky, Jamie		✓ Partner
Stoll Keenon Ogden	Chapuran, Jeff		✓ Partner
Stoll Keenon Ogden	Goebel, Adam		✓ Partner
Stoll Keenon Ogden	O'Brien, Eileen		✓ Partner
Stoll Keenon Ogden	Royse, David		✓ Partner
Stoll Keenon Ogden	Singleton, A. J.		✓ Partner
Stoll Keenon Ogden	Minihane, Sheila		✓ Partner
Stoll Keenon Ogden	Thomason, John		✓ Partner
Stoll Keenon Ogden	Pulliam, Laura		✓ Partner
Stoll Keenon Ogden	Webb, Lee		✓ Partner
Stoll Keenon Ogden	Pett, Lucy		✓ Partner
Stoll Keenon Ogden	Franklin, Mark		✓ Partner
Stoll Keenon Ogden	Houston, Stephen		✓ Partner
Stoll Keenon Ogden	Hurst, Mark		✓ Partner
Stoll Keenon Ogden	Williams, K. T.		✓ Partner
Stoll Keenon Ogden	Arvin, Shannon		✓ Partner
Stoll Keenon Ogden	Clark, Justin		✓ Partner
Stoll Keenon Ogden	Calabrese, Jeff		✓ Partner
Stoll Keenon Ogden	Crump, Travis		✓ Partner
Stoll Keenon Ogden	Fetcher, Angela		✓ Partner
Stoll Keenon Ogden	Goodwin, Buddy		✓ Partner
Stoll Keenon Ogden	Pagorski, Emily		✓ Partner
Stoll Keenon Ogden	Back, Adam		✓ Partner
Stoll Keenon Ogden	Campbell, Bif		✓ Of Counsel
Stoll Keenon Ogden	White, Jackson		✓ Of Counsel
Stoll Keenon Ogden	Romaine, Doug		✓ Of Counsel
Stoll Keenon Ogden	Goldberg, James		✓ Of Counsel
Stoll Keenon Ogden	Barr, Gary		✓ Of Counsel
Stoll Keenon Ogden	Evans, John		✓ Of Counsel
Stoll Keenon Ogden	Stephenson, Richard		✓ Of Counsel
Stoll Keenon Ogden	Watt, Robert	357.22	✓ Of Counsel
Stoll Keenon Ogden	Wiseman, Rena		✓ Of Counsel
Stoll Keenon Ogden	West, C. B.		✓ Of Counsel
Stoll Keenon Ogden	Smart, Jennifer		✓ Of Counsel
Stoll Keenon Ogden	McCoy, Burl		✓ Of Counsel
Stoll Keenon Ogden	Paisley, Lewis		✓ Of Counsel
Stoll Keenon Ogden	Simpson, Bruce		✓ Of Counsel
Stoll Keenon Ogden	Eversole, Deborah		✓ Of Counsel

CONFIDENTIAL INFORMATION REDACTED

Firm	Timekeeper	Unit Rate	Class
Stoll Keenon Ogden	Horn, Erica		✓ Of Counsel
Stoll Keenon Ogden	Fleenor, David		✓ Of Counsel
Stoll Keenon Ogden	Brent, Doug		✓ Of Counsel
Stoll Keenon Ogden	Mills, Sarah		✓ Of Counsel
Stoll Keenon Ogden	Flowers, William		✓ Of Counsel
Stoll Keenon Ogden	Bright, Lloyd		✓ Of Counsel
Stoll Keenon Ogden	Lewis, Riggs		✓ Of Counsel
Stoll Keenon Ogden	Lewis, Peter		✓ Of Counsel
Stoll Keenon Ogden	Pinson, Gwen		✓ Of Counsel
Stoll Keenon Ogden	Kula, Stacy		✓ Of Counsel
Stoll Keenon Ogden	Corrigan, Timothy		✓ Of Counsel
Stoll Keenon Ogden	Phelps, Anthony		✓ Of Counsel
Stoll Keenon Ogden	Bird, Elizabeth		✓ Of Counsel
Stoll Keenon Ogden	Crosby, Duncan	224.84	✓ Of Counsel
Stoll Keenon Ogden	Hulette, Sidney		✓ Of Counsel
Stoll Keenon Ogden	Morgan, Lisa		✓ Associate
Stoll Keenon Ogden	Durning, Kent		✓ Associate
Stoll Keenon Ogden	Miller, Stacy		✓ Associate
Stoll Keenon Ogden	Wheeler, Amy		✓ Associate
Stoll Keenon Ogden	Donovan, Allison		✓ Associate
Stoll Keenon Ogden	Thacker, Chris		✓ Associate
Stoll Keenon Ogden	Bishop, Sarah		✓ Associate
Stoll Keenon Ogden	Frazier, Carl		✓ Associate
Stoll Keenon Ogden	Howard, Dana		✓ Associate
Stoll Keenon Ogden	Keeton, Brad		✓ Associate
Stoll Keenon Ogden	Kline, Timothy		✓ Associate
Stoll Keenon Ogden	Krefft, Rebecca		✓ Associate
Stoll Keenon Ogden	Lindblom, Matt		✓ Associate
Stoll Keenon Ogden	Nicholson, Nick		✓ Associate
Stoll Keenon Ogden	Sherman, Stephen	193.50	✓ Associate
Stoll Keenon Ogden	McElroy, Lauren		✓ Associate
Stoll Keenon Ogden	Muyskens, Elizabeth		✓ Associate
Stoll Keenon Ogden	O'Donnell, Kim		✓ Associate
Stoll Keenon Ogden	Parsons, Matt	189.00	✓ Associate
Stoll Keenon Ogden	Siemens, Melanie		✓ Associate
Stoll Keenon Ogden	Weihe, Eric		✓ Associate
Stoll Keenon Ogden	Braun, Monica	184.50	✓ Associate
Stoll Keenon Ogden	Garris, Mary		✓ Associate
Stoll Keenon Ogden	Schaefer, Christopher		✓ Associate
Stoll Keenon Ogden	Way, Christopher		✓ Associate
Stoll Keenon Ogden	Wilson, Sarah		✓ Associate
Stoll Keenon Ogden	Dunn, Barry	180.00	✓ Associate
Stoll Keenon Ogden	Swansburg, Michael		✓ Associate
Stoll Keenon Ogden	Bilby, Joseph		✓ Associate
Stoll Keenon Ogden	Colvin, Joseph		✓ Associate
Stoll Keenon Ogden	Staffieri, Alex		✓ Associate

CONFIDENTIAL INFORMATION REDACTED

Scott

Firm	Timekeeper	Unit Rate	Class
Stoll Keenon Ogden	Byerly, Pamela		✓ Paralegal
Stoll Keenon Ogden	Stephens, Molly		✓ Paralegal
Stoll Keenon Ogden	Wallace, Crystal		✓ Paralegal
Stoll Keenon Ogden	Houston, Rhonda		✓ Paralegal
Stoll Keenon Ogden	McGee, Anne		✓ Paralegal
Stoll Keenon Ogden	Sharp, Alberta		✓ Paralegal
Stoll Keenon Ogden	Ewen, Debby		✓ Paralegal
Stoll Keenon Ogden	Johnson, Marcia		✓ Paralegal
Stoll Keenon Ogden	Brown, Sherry		✓ Paralegal
Stoll Keenon Ogden	Burden, Mary		✓ Paralegal
Stoll Keenon Ogden	Jones, Stephanie		✓ Paralegal
Stoll Keenon Ogden	Roitman, Susannah		✓ Paralegal
Stoll Keenon Ogden	Schafer, Mary		✓ Paralegal
Stoll Keenon Ogden	Wakefield, Jennifer		✓ Paralegal
Stoll Keenon Ogden	Smith, Heather		✓ Paralegal
Stoll Keenon Ogden	Combs, Maria		✓ Paralegal
Stoll Keenon Ogden	Howard, Janis		✓ Paralegal
Stoll Keenon Ogden	Hill, Tennia		✓ Paralegal
Stoll Keenon Ogden	Book, Jan		✓ Paralegal
Stoll Keenon Ogden	Sawyer, Nancy		✓ Paralegal
Stoll Keenon Ogden	Falconer, Penny		✓ Paralegal
Stoll Keenon Ogden	Hashimoto, Masako		✓ Paralegal



July 13, 2012

Clifford S. Sikora
Partner
Troutman Sanders LLP
401 9th Street, N. W. Suite 1000
Washington, D.C. 20004-2134

**Re: Outside Counsel Guidelines and
Engagement Letter for Legal Services**

Dorothy E. O'Brien
Vice President and
Deputy General Counsel
Legal & Environmental Affairs

LG&E and KU Energy LLC
220 West Main Street
P.O. Box 32010
Louisville, KY 40232
T 502-627-2561
F 502-627-3367
dorothy.o'brien@lge-ku.com

Dear Cliff:

I write on behalf of the attorneys and staff in the Legal Department of LG&E and KU Energy LLC ("LG&E-KU") to let you know that it has been our pleasure to work with your firm in the past. We look forward to continuing that relationship in the future.

It has been some time since we have provided our outside counsel generally with a copy of our current Outside Counsel Guidelines. This letter serves that purpose and confirms that our engagement of your firm will be governed by these Guidelines.

I have enclosed copies of our current guidelines and request that you distribute copies to all attorneys in your firm who are working on LG&E-KU matters.

In addition, I have enclosed a schedule of the jointly agreed to hourly rates for each of the attorneys in your firm working on LG&E-KU matters. As you are aware from our past dealings, and as provided for in the Outside Counsel Guidelines, no increases in billing rates will be implemented without prior written approval of the responsible LG&E-KU attorney. We very much appreciate your cooperation in this regard.

If you have any questions regarding this letter and the engagement of your firm, please do not hesitate to contact me or the responsible LG&E-KU attorney overseeing the LG&E-KU matter(s) on which you are working.



PPL companies

Clifford S. Sikora
Partner
Troutman Sanders LLP
July 13, 2012
Page 2

We look forward to a continued successful working relationship with you and the other members of your firm.

Sincerely,

A handwritten signature in black ink, appearing to be 'Dorothy E. O'Brien', written over a horizontal line.

Dorothy E. O'Brien

AGREED AND ACCEPTED:

TROUTMAN SANDERS LLP

CLIFFORD S. SIKORA

By: A handwritten signature in black ink, appearing to be 'Clifford S. Sikora', written over a horizontal line.

Title: SECTION CHIEF, ENERGY & INDUSTRY REGULATION

Date: 9/12/12

cc:

Gerald A. Reynolds
Elizabeth A. Cocanougher
John P. Fendig
Jennifer M. Keisling

CONFIDENTIAL INFORMATION REDACTED

Firm	Timekeeper	Unit Rate	Class
Troutman Sanders LLP	Fitzgerald, Kevin		Partner
Troutman Sanders LLP	Sikora, Clifford		Partner
Troutman Sanders LLP	Larcamp, Daniel		Partner
Troutman Sanders LLP	Cohen, Hollace		Partner
Troutman Sanders LLP	Coles, Todd		Partner
Troutman Sanders LLP	Crowley, M.		Partner
Troutman Sanders LLP	Koontz, Eric		Partner
Troutman Sanders LLP	McVee, Matthew		Partner
Troutman Sanders LLP	Glaser, Peter		Partner
Troutman Sanders LLP	Jakubiak, Jeffrey		Partner
Troutman Sanders LLP	Rubin, David		Partner
Troutman Sanders LLP	Edwards, Bob		Partner
Troutman Sanders LLP	Derasmo, William		Partner
Troutman Sanders LLP	Taylor, Ashley		Partner
Troutman Sanders LLP	Nagle, Mark		Partner
Troutman Sanders LLP	Harms, Brian		Partner
Troutman Sanders LLP	Leonti, John		Partner
Troutman Sanders LLP	Lawhon, Joseph		Of Counsel
Troutman Sanders LLP	Rickard, Scott		Of Counsel
Troutman Sanders LLP	Blitstein, Rebecca		Associate
Troutman Sanders LLP	Dailey, Anne		Associate
Troutman Sanders LLP	Jones, Christopher		Associate
Troutman Sanders LLP	Meushaw, Hallie		Associate
Troutman Sanders LLP	Stefanou, Mary Ellen		Associate
Troutman Sanders LLP	Archuleta, Daniel		Associate
Troutman Sanders LLP	Ivey, Edward		Associate
Troutman Sanders LLP	Kim, Soo Jin		Associate
Troutman Sanders LLP	Nicholson, Allison		Associate
Troutman Sanders LLP	Collier-Brown, Carrie		Associate
Troutman Sanders LLP	Wise, Adam		Associate
Troutman Sanders LLP	Hedaya, Bracha		Associate



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OUTSIDE COUNSEL GUIDELINES

I. OVERVIEW

The Law Department of LG&E and KU Energy LLC values our relationship with our outside counsel. If we have retained you, it is because we believe that you are a superb lawyer who can work effectively as part of our team. You are essential to the delivery of excellent legal services to the businesses we serve. These guidelines are designed to let you know what you can expect from us and what we will ask of you.

II. RELATIONSHIP BETWEEN THE LG&E AND KU ENERGY LAW DEPARTMENT AND OUTSIDE COUNSEL

a. *Your Conduct*

We ask your firm to observe the highest ethical standards in its representation of LG&E and KU Energy. Our company complies with the law and we ask that you do the same. We do what we say we will do. We treat each other, our customers, members of the public and those with whom we interact with civility and respect.

b. *Conflicts*

Prior to accepting an assignment, we ask that you perform a thorough review of your firm's current matters and ongoing relationships to identify any potential conflict (including adverse representation). For purposes of analyzing potential conflicts, please consider all of LG&E and KU Energy's parent and affiliates to be your client. We ask that you disclose any potential conflict to us immediately. Only the General Counsel or Deputy General Counsel of LG&E and KU Energy is authorized to issue a waiver on behalf of LG&E and KU Energy and all such waivers must be in writing.

c. *Efficiency*

We ask that you use the time expended on behalf of LG&E and KU Energy wisely and efficiently by avoiding multiple representatives at meetings or overstaffing on any matters. We recognize that the development of new lawyers requires that they be trained but we ask that you not undertake such training or development at the cost of LG&E and KU Energy unless we expressly agree. We ask that you bill time for one attorney attending any deposition, routine hearing or similar event unless prior consent is obtained from the Responsible LG&E and KU Energy Attorney.



d. Relationship Partner

We ask that your firm designate a Relationship Partner to whom we will look for ultimate oversight responsibility of all LG&E and KU Energy matters being handled by your firm. Our expectation is that the Relationship Partner will assure that budgets for every LG&E and KU Energy matter being handled by your firm are thoughtfully developed and carefully executed and that our matters are appropriately staffed. Further, we ask the Relationship Partner to ensure that each lawyer working on an LG&E and KU Energy matter receives and adheres to these Guidelines.

e. Responsible LG&E and KU Energy Attorney and Communications

The LG&E and KU Energy Law Department has the ultimate responsibility for providing legal advice and services to LG&E and KU Energy. We will designate a lawyer (the "Responsible LG&E and KU Energy Attorney") who will manage any matter referred to your firm and who will be your point of contact. We ask that your communications on any legal matter on which you are working be limited to the Responsible LG&E and KU Energy Attorney, unless that attorney specifically asks you to communicate in a different manner. If communication with other LG&E and KU Energy personnel is approved, we ask that you keep the Responsible LG&E and KU Energy Attorney advised of all communications and developments. Further, we ask that copies of all correspondence (including e-mails) and documents sent to other LG&E and KU Energy personnel be sent to the Responsible LG&E and KU Energy Attorney. Outside counsel should confer with the Responsible LG&E and KU Energy Attorney before undertaking work requested by other LG&E and KU Energy personnel. LG&E and KU Energy will not pay for services provided or expenses incurred that are not previously approved by the Responsible LG&E and KU Energy Attorney.

f. Strategy, Budget and Staffing

With respect to each assignment, the Responsible LG&E and KU Energy Attorney and outside counsel will (i) define the objectives to be achieved and the desired outcome; (ii) outline the role of outside counsel; (iii) establish appropriate staffing by outside counsel (including specialized substantive areas to be covered); and (iv) develop a strategy and a budget.

The budget is not intended to be an end in itself, but a translation of the strategy into financial terms. We consider the agreed upon budget to be a critical component of the legal representation. We ask that the budget: (i) set forth major assumptions; (ii) conform to the strategy; (iii) identify specific phases necessary to complete a matter; (iv) provide a time projection and estimated cost for each phase; (v) identify the specific personnel to perform the work and their respective billing rates; and (vi) establish a total estimated cost for the matter, including any additional fees or charges for any third-party services or extraordinary expenditures.

Business decisions about whether and how to resolve legal issues are often based, at least in part, on the attendant legal costs. We cannot overemphasize the importance of real-time, accurate budget information. We ask you to advise the Responsible LG&E and KU Energy Attorney when a significant change or event occurs that will materially impact the originally agreed upon budget. Because of the importance we place on this aspect of the engagement, LG&E and KU Energy will not pay for fees or expenses that exceed budgeted amounts unless outside counsel obtains written approval from the Responsible LG&E and KU Energy Attorney before such budgeted amounts are exceeded. Similarly, we will pay fees and



PPL companies

expenses only for the specific personnel identified and agreed to at the beginning of the engagement unless the addition of new staff is approved in writing by the Responsible LG&E and KU Energy Attorney.

Finally, in order to stay focused on the amount being expended on each matter, we ask that you notify the Responsible LG&E and KU Energy Attorney when one-half (1/2) of the budget for a matter is reached and when three-quarters (3/4) of the budget is reached.

For lengthy matters, we will ask you to prepare a budget for each calendar year.

For small matters expected to incur less than \$1,500.00 in fees and expenses, the requirement for a detailed budget may be waived by the Responsible LG&E and KU Energy Attorney.

g. Retention of External Resources

The Responsible LG&E and KU Energy Attorney must approve, in advance, the selection and terms of employment or retention of attorneys, experts, consultants, technical or other professional assistance.

h. Submission of Documents for Review by the Responsible LG&E and KU Energy Attorney

We ask that you submit all pleadings, motions, opinions, agreements, material correspondence with adverse parties and other significant documents in draft form to the Responsible LG&E and KU Energy Attorney for review and comment before filing or other distribution and we ask that you provide those documents in enough time for us to be able to review them thoughtfully and carefully. Unless otherwise agreed, the name of the Responsible LG&E and KU Energy Attorney should appear on all pleadings, motions and other papers submitted to courts and administrative bodies.

i. Litigation Matters

LG&E and KU Energy will initiate litigation where necessary and vigorously defend litigation in which we have been named as a party. We will invite your early and continuing efforts to evaluate any and all options that allow us to obtain the desired business result, including settlement, alternative dispute resolution and mediation. We will ask for your help in fully assessing our risks. And we will insist on fully understanding the legal costs and expenses associated with any litigation matter. No settlement discussions may be entered into and no settlement offers may be made without prior approval of the Responsible LG&E and KU Energy Attorney. In order to manage our costs aggressively, outside counsel should not bill for any deposition or hearing summaries without prior approval of the Responsible LG&E and KU Energy Attorney. In general, we anticipate that such summaries would only be used in critical litigation matters.

j. Research

Unless particular legal research has been approved in the budget for a particular assignment, we ask that you not undertake major legal research (in excess of \$1,500.00 including attorney time and electronic research charges) without the prior express approval of the Responsible LG&E and KU Energy Attorney.



With respect to legal research, outside counsel and the Responsible LG&E and KU Energy Attorney should establish the parameters of the research, the resources to be utilized (including personnel and research tools) and an estimated cost of completion. Where feasible, free resources should be utilized in lieu of research tools which charge a fee for utilization. We will rely on the estimate you provide regarding the expected cost of the legal research and ask that you adhere to that estimate. A copy of any final memorandum and any hard copies of all research must be provided to the Responsible LG&E and KU Energy Attorney.

k. Methods of Communication

We ask that you respond promptly to our messages and we commit to respond promptly to yours. Whenever possible, e-mail should be used instead of mail, fax or courier for correspondence and document transmission.

l. Word Processing and Other Software Compatibility

LG&E and KU Energy utilizes Microsoft Office Suite 2010 software for word processing, spread sheets, etc. and we must insist that outside counsel use compatible software. We ask that you deliver all documents in formats compatible with Microsoft Office Suite 2010.

m. Media Relations

Emphatically, outside counsel is not authorized to make any public comment or issue any statement or press release in connection with any matter being handled for LG&E and KU Energy. All press inquiries should be referred to the Responsible LG&E and KU Energy Attorney.

n. Work Product

All work product prepared by outside counsel is the property of LG&E and KU Energy and must be made available to the Responsible LG&E and KU Energy Attorney. LG&E and KU Energy expects that all work product, legal research materials, conclusions and communications of outside counsel will be covered by the attorney-client privilege and/or work product doctrine to the extent provided by law, and outside counsel agrees to do all things necessary to preserve those privileges. At the conclusion of any matter, all original documents obtained from the files of LG&E and KU Energy must be returned to LG&E and KU Energy.

o. Audit of Services

For a period of two (2) years after the conclusion of representation - unless a request from the Kentucky Public Service Commission (KPSC) or any other regulatory authority mandates a longer period - LG&E and KU Energy reserves the right to audit, either by itself or through a third-party, all materials associated with any professional service, statement or invoice submitted during the course of the matter in question. We ask that you be prepared to produce original time sheets, a detailed explanation of billing methods and practices, and attorney work product for open and closed files. We ask that you maintain documentation that will support the billings charged to LG&E and KU Energy files. On the basis of this evaluation and/or audit, LG&E and KU Energy may request invoice reductions, reimbursements, the re-assignment



of firm personnel responsible for cases, or new fee arrangements. LG&E and KU Energy payment of legal bills and expenses does not constitute a waiver of its rights to request reimbursement resulting from an evaluation or audit of outside counsel bills.

p. The U. S. Foreign Corrupt Practices Act

Because LG&E and KU Energy engages in international business, we ask you to be especially sensitive to and comply with the requirements of the U.S. Foreign Corrupt Practices Act.

III. BILLING

a. Fees for Services

At the time of engagement on a matter, we ask that you provide the Responsible LG&E and KU Energy Attorney with information relating to the billing rates of attorneys and all other personnel who will work on the particular LG&E and KU Energy assignment. We would expect such rates to be fixed over the life of the matter and should be calculated to include all overhead and internal charges (except disbursements) associated with outside counsel's practice. We recognize that some matters can extend over a period of multiple years and, in those circumstances, invite a dialogue on whether an increase in hourly rates might be appropriate. No increases in billing rates shall be acceptable without the prior written approval of the Responsible LG&E and KU Energy Attorney.

We recognize that your time is valuable and we commit to paying your bills promptly. In order to make the payment process as efficient as possible, please note that *LG&E and KU Energy will not pay for time charged to complete the following:*

- air travel, unless substantive work on LG&E and KU Energy matters is performed while in route;
- secretarial, clerical and word-processing services (including overtime);
- routine copying and preparation of envelopes or other packages;
- basic legal research to educate outside counsel's staff in the general field of a transaction or lawsuit;
- work caused by outside counsel's error;
- work required for another attorney to "learn" a file or to be "updated" when an attorney is replaced;
- preparation of budgets or bills;
- work completed by summer associates or law clerks who are not admitted to practice law without the advance approval of the Responsible LG&E and KU Energy Attorney;
- work related to calendaring events;
- document indexing;
- file set-up and organization; and
- other routine clerical tasks.

We ask that bills be submitted in tenth-of-an-hour (1/10) increments and reflect only actual time spent.



PPL companies

b. Disbursements and Expenses

LG&E and KU Energy will reimburse reasonable disbursements for long distance telephone charges, long distance charges directly related to outgoing facsimiles (but not per page flat fees for such facsimiles), delivery charges, filing fees, and copying/scanning charges at a maximum of \$.10 per page, without prior written approval, provided that such disbursements are charged to LG&E and KU Energy at outside counsel's actual cost.

We will not reimburse the following types of disbursements without prior written approval:

- incoming facsimiles;
- entertainment expenses;
- computer time or computer storage expenses;
- computer hardware or software rental or purchase;
- document management indices or other database support;
- office supplies;
- continuing legal education seminars or special publications;
- local telephone calls;
- local transportation charges, including transportation charges for staff who work overtime;
- mobile telephone charges other than long-distance charges;
- meals if no travel is involved; and
- after-hours charges (e.g., air conditioning expense).

c. Travel Expenses

We ask that you limit travel to a single attorney unless approved by the Responsible LG&E and KU Energy Attorney. And we ask that expenses for lodging, meals and transportation be incurred in a reasonable and prudent manner in accordance with the following guidelines:

- Charges for coach-class air travel will be reimbursed at the economy rate;
- Air fare must be lowest available;
- No non-refundable tickets without prior approval;
- Use least cost direct routing without sacrificing time and efficiency;
- Bill mileage expenses at IRS deductible rate; and
- Use hotels offering discounted corporate rates.

Alternatives to travel, such as conference calls or video-conferencing, should be used whenever possible. LG&E and KU Energy has video conferencing facilities.

d. Alternative Fee Arrangements

We invite you to propose alternative fee arrangements.



e. Invoice Format

As of September 1, 2010, LG&E and KU Energy utilizes the Serengeti Tracker Electronic Invoicing System. All invoices from law firms with the LEDES format capability are required to submit invoices through Serengeti Tracker. Please contact our Legal Dept. for LG&E and KU Energy matter names and numbers. For firms not capable of LEDES electronic invoice submission, each invoice for fees and disbursements should be submitted directly to LG&E and KU Energy's Deputy General Counsel. When outside counsel is working on multiple projects, each project and related disbursements should be invoiced separately. Invoices should be in a format that includes, at a minimum, the following information:

- Case caption or project name for the assignment being billed together with LG&E and KU Energy's matter number;
- Name of Responsible LG&E and KU Energy Attorney;
- Period services were performed;
- Timekeeper summary listing personnel who performed the work together with hourly billing, rates and total hours billed;
- Date and exact description of services rendered in chronological order;
- Actual hours worked;
- Itemized disbursements (with appropriate invoices attached); and
- Total fees and disbursements for project to date vs. project budget.

All invoices must include a summary page that gives the invoice date and number, case caption or project name, matter number, the total agreed upon budget for the matter, how much of the budget will remain after payment of the submitted invoice, invoice total, total fees, and total disbursements. Only invoices including the information set forth above will be processed for payment. We ask that the Relationship Partner review each bill prior to its submission to assure its fairness, accuracy and conformity with these guidelines.

f. Third-Party Invoices

Unless outside counsel receives prior written approval from the Responsible LG&E and KU Energy Attorney, all third-party invoices from court reporters, experts and other outside services, should be paid directly by outside counsel. We ask outside counsel to provide all third-party providers with a copy of the Policies and to ensure that such third-party service providers comply with them. If the Responsible LG&E and KU Energy Attorney agrees to pay certain third-party costs directly, outside counsel shall arrange to have LG&E and KU Energy billed directly by the third-party service provider. If outside counsel receives any invoices from third-party service providers that LG&E and KU Energy has previously agreed to pay directly, such invoices must be sent to LG&E and KU Energy within ten (10) days of outside counsel's receipt of the invoice. Third-party invoices that outside counsel has paid directly should be included as support in outside counsel's invoice to LG&E and KU Energy.

g. Frequency of Invoices

Invoices should be submitted on a monthly basis for each calendar month in arrears. Less frequent invoicing (but not less than quarterly) is permitted if an assignment is generating an average of less than \$500 a month in services or is inactive for more than two months. When an assignment remains dormant



for a full quarter, a statement should be submitted at the end of the first month in which there is new activity. Because we consider the timely submission of bills to be very important, we reserve the right not to pay bills for services or disbursements over three (3) months old.

h. Audit Letters

From time to time, outside counsel may be requested to respond to audit requests regarding the status of projects. LG&E and KU Energy will reimburse outside counsel for actual hours spent preparing responses to audit requests but generally would not anticipate fees and expenses for such services to exceed \$750.00 a year. If you anticipate that your fees and expenses will exceed that amount, we ask that you obtain the prior written approval of the Responsible LG&E and KU Energy Attorney.

CONCLUSION

These Guidelines set forth LG&E and KU Energy's expectations with regard to the retention of outside counsel and should contribute to the mutual goal of providing LG&E and KU Energy with high-quality, value added legal services that are cost-effective. They are intended to give structure and predictability to LG&E and KU Energy's relationship with outside counsel. Questions concerning the application of the Guidelines to an assignment should be discussed with the Responsible LG&E and KU Energy Attorney. In the event of a conflict between the provisions of these Guidelines and the provisions of an engagement letter, these Guidelines will be controlling.

Timekeeper	Firm	Office	Current Rate
Beaver, Renee	Arnold & Porter	Washington DC	
Hicks, Joseph	Arnold & Porter	Washington DC	
Marston, Brett	Arnold & Porter	Washington DC	
Rizzo, Sandra	Arnold & Porter	Washington DC	
Atieh, K S	Baker Botts	Washington DC	
Barrowes, B	Baker Botts	Washington DC	
BERGE, MEGAN HEUBERGER	Baker Botts	Houston	
BUMPERS, WILLIAM M.	Baker Botts	Houston	
CAGLE, MOLLY JAN	Baker Botts	Houston	
HARMON, SHANI SONSEIRRAE	Baker Botts	Houston	
JACKSON, THOMAS C.	Baker Botts	Houston	
KLINE, SAMARA L.	Baker Botts	Houston	
MASER, GABRIEL L.	Baker Botts	Houston	
MAYO, ALTON K.	Baker Botts	Houston	
MCDONALD, DEREK R.	Baker Botts	Houston	
Morrison, M J	Baker Botts	Washington DC	
ROMO, CARLOS RICARDO	Baker Botts	Houston	
WATKINS, ALLISON O.	Baker Botts	Houston	
WILLIAMS, PAULINA ANTONIA OLIN	Baker Botts	Houston	
WILLIAMSON, JANICE KAY	Baker Botts	Houston	
Carroll, Jan M.	Barnes & Thornburg	Indianapolis, IN	
Close, Hillary J.	Barnes & Thornburg	Indianapolis, IN	
Loftus, Joseph E.	Barnes & Thornburg	Indianapolis, IN	
Stephenson, P. Jason	Barnes & Thornburg	Indianapolis, IN	
Bartley, Kelly D.	Bingham Greenebaum	Lexington	
Bender, John C.	Bingham Greenebaum	Lexington	
Cave, Jennifer C.	Bingham Greenebaum	Lexington	
Coates, Angela W.	Bingham Greenebaum	Lexington	
Dillon, Bradley E.	Bingham Greenebaum	Lexington	
Johnson, Brian M.	Bingham Greenebaum	Lexington	
Kiltinen, Eric J.	Bingham Greenebaum	Lexington	
Larkin, R. Clay	Bingham Greenebaum	Lexington	
Mays, Susan H.	Bingham Greenebaum	Lexington	
McKenzie, Jeffrey A.	Bingham Greenebaum	Lexington	
Miller, Margaret A.	Bingham Greenebaum	Lexington	
Moore, Christie A.	Bingham Greenebaum	Lexington	
Reeves, Adam C.	Bingham Greenebaum	Lexington	
Thomerson, Robin B.	Bingham Greenebaum	Lexington	
Thompson, Jennifer K.	Bingham Greenebaum	Lexington	
Johnson, Tyler S.	Bracewell & Giuliani	Houston	
Kearney, Andrea M.	Bracewell & Giuliani	Houston	
Quinn, Seth A.	Bracewell & Giuliani	Houston	
Rizzo, Sandra E	Bracewell & Giuliani	Houston	
Barrett, Kristina R.	BRYAN CAVE LLP	St. Louis	
Blazewicz, Stephanie A	BRYAN CAVE LLP	St. Louis	
Cress, James F.	BRYAN CAVE LLP	St. Louis	
Greene, C. Scott	BRYAN CAVE LLP	St. Louis	

Timekeeper	Firm	Office	Current Rate
Epps, Augustus C.	Christian Barton	Richmond	
McLemore, Jennifer M.	Christian Barton	Richmond	
Sanders, D. Billye	D. BILLYE SANDERS ATTORNEY	Nashville	
Budnick, Scott	DINSMORE & SHOHL	CINCINNATI	
Haering, Nicholas	DINSMORE & SHOHL	CINCINNATI	
Higdon, Larry	DINSMORE & SHOHL	CINCINNATI	
Lambert, Bradley	DINSMORE & SHOHL	CINCINNATI	
Loy, Tracy	DINSMORE & SHOHL	CINCINNATI	
Merrick, Michael	DINSMORE & SHOHL	CINCINNATI	
Meyer, R.	DINSMORE & SHOHL	CINCINNATI	
O'Bryan, Patrick	DINSMORE & SHOHL	CINCINNATI	
Goatley, E. Gregory	E. Gregory Goatley Attorney	Springfield	
Birchfield, Thomas	Fisher & Phillips	Atlanta	
Bradford, Glicelda	Fisher & Phillips	Atlanta	
Canfield, Carrie	Fisher & Phillips	Atlanta	
Cornell, Laurel	Fisher & Phillips	Atlanta	
Gomsak, Mark	Fisher & Phillips	Atlanta	
Haley III, Raymond	Fisher & Phillips	Atlanta	
Klimkina, Alina	Fisher & Phillips	Atlanta	
Logsdon, Todd	Fisher & Phillips	Atlanta	
Maring, Lorie	Fisher & Phillips	Atlanta	
Smith, Jeffrey	Fisher & Phillips	Atlanta	
Thompson, John	Fisher & Phillips	Atlanta	
U'Sellis, Megan	Fisher & Phillips	Atlanta	
Bourneuf, Genevieve G.	Foley & Mansfield	St. Louis	
Cantrell, Moses R.	Foley & Mansfield	St. Louis	
Dauphin, Michael R.	Foley & Mansfield	St. Louis	
Donahue, Daniel G.	Foley & Mansfield	St. Louis	
Johnson, Ashleigh N.	Foley & Mansfield	Minneapolis	
Newport, Michael W.	Foley & Mansfield	St. Louis	
Parra, Jennifer N.	Foley & Mansfield	Minneapolis	
Rea, Linda K.	Foley & Mansfield	Minneapolis	
Schlemmer, Jennifer L.	Foley & Mansfield	St. Louis	
Storm, Carla C.	Foley & Mansfield	Minneapolis	
Abner, Sara L	Frost Brown Todd, LLC	Louisville	
Ballard, Theresa L	Frost Brown Todd, LLC	Louisville	
Bates Manno, Rebecca G	Frost Brown Todd, LLC	Louisville	
Battcher, Jill L	Frost Brown Todd, LLC	Louisville	
Black, Bonita	Frost Brown Todd, LLC	Louisville	
Bozell, Douglas A	Frost Brown Todd, LLC	Louisville	
Bryant, Shelby Farrell	Frost Brown Todd, LLC	Louisville	
Byrne, Jeremiah A	Frost Brown Todd, LLC	Louisville	
Canaday, Theresa A	Frost Brown Todd, LLC	Louisville	
Crawford, Steven M	Frost Brown Todd, LLC	Louisville	
De La Barra Helstrom, Carla	Frost Brown Todd, LLC	Louisville	

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Timekeeper	Firm	Office	Current Rate
Egan, John S	Frost Brown Todd, LLC	Louisville	
Ellerman, Paige L.	Frost Brown Todd, LLC	Louisville	
Ennis, J. Reed	Frost Brown Todd, LLC	Louisville	
Erickson, Richard J	Frost Brown Todd, LLC	Louisville	
Felsen, Liam E	Frost Brown Todd, LLC	Louisville	
Fisher, Judy I	Frost Brown Todd, LLC	Louisville	
Flanigan, Joanna P	Frost Brown Todd, LLC	Louisville	
Ge, Chongyang (Tiffany)	Frost Brown Todd, LLC	Louisville	
Hagerty, Timothy J	Frost Brown Todd, LLC	Louisville	
Hall, H Derek	Frost Brown Todd, LLC	Louisville	
Heavrin, Beverly	Frost Brown Todd, LLC	Louisville	
Hensley, Casey Wood	Frost Brown Todd, LLC	Louisville	
Jarrell, Cara H.	Frost Brown Todd, LLC	Louisville	
Jeffreys, Michelle Bergant	Frost Brown Todd, LLC	Louisville	
Jones, LeAnders L	Frost Brown Todd, LLC	Louisville	
Jones, William N.	Frost Brown Todd, LLC	Louisville	
Kutz Duncan, Karen	Frost Brown Todd, LLC	Louisville	
Langdon, Douglas W	Frost Brown Todd, LLC	Louisville	
Lett, Ryan S.	Frost Brown Todd, LLC	Louisville	
McKinney, Emily C.	Frost Brown Todd, LLC	Louisville	
Morriss, William S	Frost Brown Todd, LLC	Louisville	
Northam, Patrick R	Frost Brown Todd, LLC	Louisville	
O'Grady, Melanie C	Frost Brown Todd, LLC	Louisville	
Palmer, Andrew M	Frost Brown Todd, LLC	Louisville	
Powell, Holly Brown	Frost Brown Todd, LLC	Louisville	
Price, Glenn	Frost Brown Todd, LLC	Louisville	
Pytynia, Carolyn A (Carrie)	Frost Brown Todd, LLC	Louisville	
Renzelmann, Jason P	Frost Brown Todd, LLC	Louisville	
Robinson, D Christopher	Frost Brown Todd, LLC	Louisville	
Schulz, Kelly W	Frost Brown Todd, LLC	Louisville	
Schworer, Philip J.	Frost Brown Todd, LLC	Louisville	
Sears, Barry N.	Frost Brown Todd, LLC	Louisville	
Snyder, Sheryl G	Frost Brown Todd, LLC	Louisville	
Southard, Elizabeth G	Frost Brown Todd, LLC	Louisville	
Sparks, John R.	Frost Brown Todd, LLC	Louisville	
Stanton, Amber D	Frost Brown Todd, LLC	Louisville	
Stewart, Cynthia L.	Frost Brown Todd, LLC	Louisville	
Terry, Griffin	Frost Brown Todd, LLC	Louisville	
Thomas, Tina M	Frost Brown Todd, LLC	Louisville	
Walker Weyand, Allison E	Frost Brown Todd, LLC	Louisville	
Wettle, Susan S	Frost Brown Todd, LLC	Louisville	
White, Robin Bicket	Frost Brown Todd, LLC	Louisville	
Wilkinson-Tobbe, Connie	Frost Brown Todd, LLC	Louisville	
Wilson, Jonas S	Frost Brown Todd, LLC	Louisville	
Wood, Richard L	Frost Brown Todd, LLC	Louisville	

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Timekeeper	Firm	Office	Current Rate
Judson F. Devlin	Fulton & Devlin	Louisville	
Natalie Laszkowski	Fulton & Devlin	Louisville	
Philip J. Burden	Fulton & Devlin	Louisville	
Stephanie L. Kinney	Fulton & Devlin	Louisville	
Renee Rose O'Neal	Fulton & Devlin	Louisville	
Phillips, Jonathan	Gibson Dunn	Los Angeles	
Tulumello, Andrew	Gibson Dunn	Los Angeles	
Clark, MC	Glaspy & Glaspy	San Jose, CA	
Clarke, Kevin	Glaspy & Glaspy	San Jose, CA	
Glaspy, David	Glaspy & Glaspy	San Jose, CA	
Glaspy, Tomas	Glaspy & Glaspy	San Jose, CA	
Jackson, Shannon	Glaspy & Glaspy	San Jose, CA	
Lundry, Gary	Glaspy & Glaspy	San Jose, CA	
O'Malley, Brian	Glaspy & Glaspy	San Jose, CA	
Schaefer, Don	Glaspy & Glaspy	San Jose, CA	
Schultz, Cort	Glaspy & Glaspy	San Jose, CA	
Johnson, Kelly	Holland and Hart	Denver	
Phillips, Paul	Holland and Hart	Denver	
Sansonetti, Tom	Holland and Hart	Denver	
Schilling, Emily	Holland and Hart	Denver	
ELLETT, E. TAZEWELL	Hogan Lovells US LLP	Washington DC	
MILJANIC, KATHY M.	Hogan Lovells US LLP	Washington DC	
ANDRESEN, HAILEY	Hunton & Williams	Richmond	
BOCZKAJ-GONZALEZ, RADOSLAWA	Hunton & Williams	Richmond	
BRACKEN, LAWRENCE	Hunton & Williams	Richmond	
BROWNELL, F.	Hunton & Williams	Richmond	
COLLINS, CASSANDRA	Hunton & Williams	Richmond	
COLLINS, ELIZABETH	Hunton & Williams	Richmond	
CORRY, CONSTANCE	Hunton & Williams	Richmond	
FINTO, KEVIN	Hunton & Williams	Richmond	
FISHER, SHERRY	Hunton & Williams	Richmond	
FREEMAN, LAUREN	Hunton & Williams	Richmond	
HANBURY, JOSHUA	Hunton & Williams	Richmond	
HANCHEY, MATTHEW	Hunton & Williams	Richmond	
HORNER, ELIZABETH	Hunton & Williams	Richmond	
JABER, MAKRAM	Hunton & Williams	Richmond	
KNUDSEN, ANDREW	Hunton & Williams	Richmond	
LANGWORTHY, LUCINDA	Hunton & Williams	Richmond	
LONG, NASH	Hunton & Williams	Richmond	
MARSHALL, LAURA	Hunton & Williams	Richmond	
MCLELLAN, MATTHEW	Hunton & Williams	Richmond	
MOLENKAMP, JACK	Hunton & Williams	Richmond	
MURDOCK, ERIC	Hunton & Williams	Richmond	
OEHNINGER, SERGIO	Hunton & Williams	Richmond	
PODOLNY, MEGHAN	Hunton & Williams	Richmond	

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Timekeeper	Firm	Office	Current Rate
ROLFE, ROBERT	Hunton & Williams	Richmond	
ROSSER, BRENT	Hunton & Williams	Richmond	
SANTOS, SARAH	Hunton & Williams	Richmond	
THAYER, LAURA	Hunton & Williams	Richmond	
WOOD, ALLISON	Hunton & Williams	Richmond	
YOST, MIRANDA	Hunton & Williams	Richmond	
Miller, J. Bruce	J. Bruce Miller Law Group	Louisville	
BOUTON, ROBERT	JONES DAY	Chicago	
DENTON, ARLETA	JONES DAY	Chicago	
JOSEPH, ROBERT	JONES DAY	Chicago	
ROBERTS, VALERIE	JONES DAY	Chicago	
VOTAW, MELISSA	JONES DAY	Chicago	
ZAHEER, ASHNA	JONES DAY	Chicago	
Cheffer, Allison, E.	Keller & Heckman	Washington DC	
Damschen, Dawn R.	Keller & Heckman	Washington DC	
Doughty, Timothy A.	Keller & Heckman	Washington DC	
Jarrett, C. Douglas	Keller & Heckman	Washington DC	
Kunkle, Gregory E.	Keller & Heckman	Washington DC	
Segura, Christiaan P.	Keller & Heckman	Washington DC	
Wright, Wesley K.	Keller & Heckman	Washington DC	
Bascus, Daryl	KING & SPALDING LLP	Atlanta	
Bowe, Jim	KING & SPALDING LLP	Atlanta	
Rice, Bill	KING & SPALDING LLP	Atlanta	
Prophete, Donald S.	Littler Mendelson	San Francisco	
Hudson, Sylvia	MANATT, PHELPS & PHILLIPS	LOS ANGELES	
Lemann II, Monte	MANATT, PHELPS & PHILLIPS	LOS ANGELES	
Raptis, Stephen	MANATT, PHELPS & PHILLIPS	LOS ANGELES	
Andrew Fleischman	Miller Wells	Lexington, KY	
Angie Ornstein	Miller Wells	Lexington, KY	
Casey Keller	Miller Wells	Lexington, KY	
ANDREWS, WILLIAM	NIXON PEABODY LLP	New York City	
DURANT, PETER	NIXON PEABODY LLP	New York City	
LANG, GORDON	NIXON PEABODY LLP	New York City	
WALSH, KRISTEN	NIXON PEABODY LLP	New York City	
WEINER, KENNETH	NIXON PEABODY LLP	New York City	
Becker, Stephan	Pillsbury Winthrop	San Francisco	
Dutta, Ria	Pillsbury Winthrop	San Francisco	
Good, Sarah	Pillsbury Winthrop	San Francisco	
Hood, Catherine	Pillsbury Winthrop	San Francisco	
Kasny, Karen	Pillsbury Winthrop	San Francisco	
Modzelesky, Amy	Pillsbury Winthrop	San Francisco	
Morgan, Cathy	Pillsbury Winthrop	New York	
Reddy, Harsha	Pillsbury Winthrop	San Francisco	
Roth, Michael	Pillsbury Winthrop	New York	
Soukup, Lynn	Pillsbury Winthrop	San Francisco	

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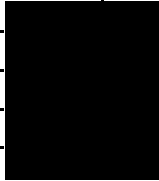
Timekeeper	Firm	Office	Current Rate
Terrell, J. Anthony	Pillsbury Winthrop	San Francisco	
B. Guerra	Rooney Rippie	Chicago	
C. Shields	Rooney Rippie	Chicago	
D. Hunter	Rooney Rippie	Chicago	
Dondanville, Patricia	Reed Smith	Pittsburgh	
Lawlor, James S.	Reed Smith	Pittsburgh	
Lookadoo, Phillip G.	Reed Smith	Pittsburgh	
CLARK, TERESA A.	Sands Anderson PC	Richmond	
ORGAIN IV, ALBERT M.	Sands Anderson PC	Richmond	
WINEGARDNER, DOUGLAS	Sands Anderson PC	Richmond	
A. Quirk, Sherry	Schiff Hardin	Chicago	
E. Dearborn, John	Schiff Hardin	Chicago	
E. Smith, Roger	Schiff Hardin	Chicago	
K. Matt, Peter	Schiff Hardin	Chicago	
L. Blackburn, Thomas	Schiff Hardin	Chicago	
S. Allen, Nicole	Schiff Hardin	Chicago	
S. Davis, Noy	Schiff Hardin	Chicago	
Y. Speed-Bost, Regina	Schiff Hardin	Chicago	
Cummins, Rachele	Smith Carpenter	Jeffersonville	
Bird, Elizabeth	Stoll Keenon Ogden	Louisville	
Braun, Monica	Stoll Keenon Ogden	Louisville	209
Brent, Douglas	Stoll Keenon Ogden	Louisville	
Brinkman, Scott	Stoll Keenon Ogden	Louisville	
Crosby, III, W. Duncan	Stoll Keenon Ogden	Louisville	243
Dilger, Craig	Stoll Keenon Ogden	Louisville	
Dunn, Barry	Stoll Keenon Ogden	Louisville	210
Eifler, Timothy	Stoll Keenon Ogden	Louisville	
Ewen, Debra	Stoll Keenon Ogden	Louisville	
Fischer, Wenda	Stoll Keenon Ogden	Louisville	
Franklin, Mark	Stoll Keenon Ogden	Louisville	
Frazier, Carl	Stoll Keenon Ogden	Louisville	
Goff, Lea	Stoll Keenon Ogden	Louisville	
Green, Jordan	Stoll Keenon Ogden	Louisville	
Harris, Alice	Stoll Keenon Ogden	Louisville	
Hatfield, C Kent	Stoll Keenon Ogden	Louisville	
Henderson, John	Stoll Keenon Ogden	Louisville	
Hendricks, J. Wade	Stoll Keenon Ogden	Louisville	319
Hill, Tennia	Stoll Keenon Ogden	Louisville	
Hopkins, Chapman	Stoll Keenon Ogden	Louisville	
Horn, Erica	Stoll Keenon Ogden	Louisville	
Ingram, III, Lindsey	Stoll Keenon Ogden	Louisville	309
Loy, Molly	Stoll Keenon Ogden	Louisville	160
Loy, Steven	Stoll Keenon Ogden	Louisville	
Mandlehr, Joseph	Stoll Keenon Ogden	Louisville	176
McGee, Anne	Stoll Keenon Ogden	Louisville	

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Timekeeper	Firm	Office	Current Rate
Nunnelley, Richard	Stoll Keenon Ogden	Louisville	
Pagorski, Emily	Stoll Keenon Ogden	Louisville	
Parsons, Matt	Stoll Keenon Ogden	Louisville	198
Pett, Lucy	Stoll Keenon Ogden	Louisville	
Phelps, Anthony	Stoll Keenon Ogden	Louisville	
Riggs, Kendrick	Stoll Keenon Ogden	Louisville	385
Roitman, Susannah	Stoll Keenon Ogden	Louisville	
Royse, David	Stoll Keenon Ogden	Louisville	
Schaefer, Christopher	Stoll Keenon Ogden	Louisville	
Schafer, Mary	Stoll Keenon Ogden	Louisville	
Schnell, Anthony	Stoll Keenon Ogden	Louisville	
Schueler, Maddie	Stoll Keenon Ogden	Louisville	
Sherman, Stephen	Stoll Keenon Ogden	Louisville	220
Sogandares, Maria	Stoll Keenon Ogden	Louisville	
Thacker, Chris	Stoll Keenon Ogden	Louisville	
Watt, Robert	Stoll Keenon Ogden	Louisville	400
Weihe, Eric	Stoll Keenon Ogden	Louisville	
Wilford, Frank	Stoll Keenon Ogden	Louisville	
Wuetcher, Gerald	Stoll Keenon Ogden	Louisville	
Archuleta, Daniel	Troutman Sanders LLP	Atlanta	
Cohen, Hollace	Troutman Sanders LLP	Atlanta	
Colby, Amie	Troutman Sanders LLP	Atlanta	
Coles, Todd	Troutman Sanders LLP	Atlanta	
Crowley, M.	Troutman Sanders LLP	Atlanta	
Dailey, Anne	Troutman Sanders LLP	Atlanta	
DeVita, Thomas	Troutman Sanders LLP	Atlanta	
Edwards, Bob	Troutman Sanders LLP	Atlanta	
Hardie, Lisa	Troutman Sanders LLP	Atlanta	
Harms, Brian	Troutman Sanders LLP	Atlanta	
Hites, Jasmine	Troutman Sanders LLP	Atlanta	
Jakubiak, Jeffrey	Troutman Sanders LLP	Atlanta	
Jones, Christopher	Troutman Sanders LLP	Atlanta	
Kasprak, Emily	Troutman Sanders LLP	Atlanta	
Larcamp, Daniel	Troutman Sanders LLP	Atlanta	
Meushaw, Hallie	Troutman Sanders LLP	Atlanta	
Nicholson, Allison	Troutman Sanders LLP	Atlanta	
Rubin, David	Troutman Sanders LLP	Atlanta	
Sikora, Clifford	Troutman Sanders LLP	Atlanta	
Stefanou, Mary Ellen	Troutman Sanders LLP	Atlanta	
Suchman, Bonnie	Troutman Sanders LLP	Atlanta	
West, John	Troutman Sanders LLP	Atlanta	
Will, Allison	Troutman Sanders LLP	Atlanta	
Wise, Adam	Troutman Sanders LLP	Atlanta	
Aaren Tiller	Two Rivers Law Group	Christiansburg	
Barney E. Mecom	Two Rivers Law Group	Christiansburg	

CONFIDENTIAL INFORMATION REDACTED

Timekeeper	Firm	Office	Current Rate
Sara Jane Veasey	Two Rivers Law Group	Christiansburg	
Sarah Y. M. Himmel	Two Rivers Law Group	Christiansburg	
Holland, Nicholas	Whitlow, Roberts	Paducah	
Pitchford, Duncan	Whitlow, Roberts	Paducah	



EXECUTION VERSION

June 27, 2014

CONFIDENTIAL

Mr. Daniel K. Arbough
Treasurer
Kentucky Utilities Company
One Quality Street
Lexington, KY 40507

**Re: \$400,000,000 Senior Unsecured Revolving Credit Facility
Fee Letter**

Dear Mr. Arbough:

This confidential fee letter is delivered in connection with the commitment letter dated the date hereof (the "Commitment Letter"), to Kentucky Utilities Company ("you") from Wells Fargo Securities, LLC ("Wells Fargo Securities"), Wells Fargo Bank, National Association ("Wells Fargo"), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPFS"), Bank of America, N.A. ("Bank of America"), RBS Securities Inc. ("RBS Securities") and The Royal Bank of Scotland plc ("RBS") expressing (i) each of Wells Fargo's, Bank of America's and RBS' respective several commitment of \$32,000,000 of the KU Facility, (ii) Wells Fargo's agreement to act as Administrative Agent for the Lenders and (iii) each of Wells Fargo Securities', MLPFS' and RBS Securities' agreement to act as Joint Lead Arranger and Joint Book Runner with respect to the KU Facility. This fee letter shall not, independently of the Commitment Letter if accepted in accordance with its terms, give rise to any obligation to provide any financing. Unless otherwise defined, capitalized terms used in this fee letter have the meanings provided for in the Commitment Letter.

To induce the Joint Lead Arrangers to arrange the KU Facility, you hereby agree to pay to each Joint Lead Arranger, for its own account, a fee in respect of the KU Facility which (a) in the case of Wells Fargo Securities, shall equal \$66,666.67 (the "WFS Arrangement Fee"), (b) in the case of RBS Securities, shall equal \$53,333.33 (the "RBS Arrangement Fee") and (c) in the case of MLPFS, shall equal \$53,333.33 (the "MLPFS Arrangement Fee"), and together with the WFS Arrangement Fee and RBS Arrangement Fee, the "Arrangement Fees"). The Arrangement Fees will be earned, due and payable on the Closing Date.

You also agree to pay to Wells Fargo, for the account of each Lender under the KU Facility, an amendment fee (the "Amendment Fee") equal to (i) 10.0 basis points multiplied by the lesser of (x) such Lender's commitment under the KU Facility as set forth in the Credit Agreement for the KU Facility on the Closing Date and (y) such Lender's commitment under the Existing KU Credit Agreement plus (ii) 17.5 basis points multiplied by the excess, if any, of (x) such Lender's commitment under the KU Facility as set forth in the Credit Agreement for the KU Facility on the Closing Date over (y) such Lender's commitment under the Existing KU Credit Agreement. The Amendment Fee shall be earned, due and payable on the Closing Date.

You also agree to pay to Wells Fargo, for its own account and in its capacity as Administrative Agent, an annual administrative fee in the amount of \$15,000 in respect of the KU Facility, due and payable on the Closing Date and on each anniversary of the Closing Date.

In addition, you further agree that the fronting fee payable to the Issuer of each Letter of Credit shall equal 0.20% per annum of the face amount of such Letter of Credit.

It is understood that no Lender participating in the KU Facility will receive compensation from you or your affiliates outside the terms contained in this fee letter and in the Commitment Letter in order to obtain its participation in the KU Facility unless you and we shall so agree. It is also understood and agreed that the amount and distribution of the fees among the Lenders with respect to the KU Facility will be at the discretion of the Joint Lead Arrangers.

In addition, you agree to pay all reasonable and customary out-of-pocket costs and expenses incurred by the Committing Banks and the Joint Lead Arrangers in connection with the negotiation of documentation and the syndication of the KU Facility (including, without limitation, the reasonable fees and out-of-pocket expenses of Davis Polk & Wardwell LLP), for preparation and negotiation of the Commitment Letter, this fee letter, the definitive documentation with respect to the KU Facility and all other advice or services provided by the Committing Banks and the Joint Lead Arrangers in connection with the proposed KU Facility, in each case irrespective of whether such definitive documentation is ultimately executed and delivered, and the KU Facility is successfully syndicated.

This fee letter is delivered to you with the understanding that neither this fee letter nor the substance hereof shall be disclosed to any third party (including, without limitation, other lenders, underwriters, placement agents, advisors or similar persons) without the prior written consent of the Committing Banks and each Joint Lead Arranger, except this fee letter may be provided to those in confidential relationship to you, such as legal counsel or accountants, in each case in connection with your evaluation hereof and to the extent necessary in your reasonable judgment, or as required by law or any court or governmental agency, and, in such event of permitted disclosure, you agree to inform, to the extent permitted by applicable law or regulation, the Committing Banks and each Joint Lead Arranger promptly.

This fee letter will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

Very truly yours,

WELLS FARGO SECURITIES, LLC

By: Bob Healy
Name: Bob Healy
Title: Managing Director

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name:
Title:

Very truly yours,

WELLS FARGO SECURITIES, LLC

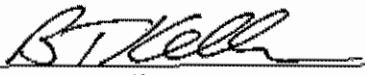
By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:  _____
Name:
Title:

Wells Fargo Bank, N.A.
Nick Schmiesing
Vice President

MERRILL LYNCH, PIERCE, FENNER & Scott
SMITH INCORPORATED

By: 

Name: B. Timothy Keller

Title: Managing Director

BANK OF AMERICA, N.A.

By: _____

Name:

Title:


MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED

By: _____
Name:
Title:


BANK OF AMERICA, N.A.

By: Patrick Engel
Name: Patrick Engel
Title: Director

RBS SECURITIES INC.

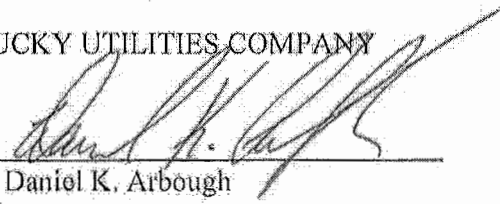
By: 
Name: Grant Matthews
Title: Managing Director

THE ROYAL BANK OF SCOTLAND PLC

By: 
Name: Tyler J. McCarthy
Title: Director

AGREED TO AND ACCEPTED
this 27th day of June, 2014

KENTUCKY UTILITIES COMPANY

By: 
Name: Daniel K. Arbough
Title: Treasurer

October 1, 2014

Kentucky Utilities Company
Letter of Credit Facility
Fee Letter

Kentucky Utilities Company
220 W Main Street
Louisville, Kentucky 40202
Attention: Mr. Daniel K. Arbough

Ladies and Gentlemen:

Reference is made to the Letter of Credit Agreement dated as of the date hereof among you, us, as Administrative Agent, Issuing Lender and a Lender, and the other financial institutions party thereto as Lenders (the "Letter of Credit Agreement"). Capitalized terms used but not defined herein are used with the meanings assigned to them in the Letter of Credit Agreement. This letter agreement is the Fee Letter referred to in the Letter of Credit Agreement.

As consideration for the BTMU's agreement to arrange and provide the letter of credit facility under the Letter of Credit Agreement (the "Facility"), you agree to pay the following fees:

- (i) an upfront fee in an amount equal to 0.15% (15 basis points) multiplied by BTMU's Commitment as a Lender under the Facility, which fee will be payable to BTMU as Administrative Agent, for the account of BTMU as a Lender, on the Effective Date; and
- (ii) effective from and after the first date on which there is at least one Lender under the Facility in addition to BTMU that is not an affiliate of BTMU, an annual administration fee in an amount to be agreed between you and BTMU, as Administrative Agent, which shall be payable to BTMU as Administrative Agent on such date and annually in advance on each anniversary thereof prior to the maturity or early termination of the Facility.

You agree that, once paid, the fees or any part thereof payable hereunder and under the Letter of Credit Agreement shall not be refundable under any circumstances. All fees payable hereunder and under the Letter of Credit Agreement shall be paid in immediately available funds and shall be in addition to reimbursement of BTMU's out-of-pocket expenses to the extent expressly provided in the Letter of Credit Agreement.

This Fee Letter may not be amended or waived except by an instrument in writing signed by BTMU and you. This Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York. This Fee Letter may be executed in any number of counterparts, each of which shall

be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Fee Letter by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

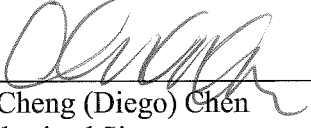
This Fee Letter is delivered to you on the understanding that neither this Fee Letter nor any of its terms or substance shall be disclosed, directly or indirectly, without the prior written consent of BTMU, to any other person except (a) to your employees, officers, directors, accountants, agents, attorneys, financial advisors and other advisors who are directly involved in the consideration of this matter or (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law (in which case you agree, to the extent permitted by applicable law, to inform us promptly thereof). The confidentiality provisions contained herein shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Fee Letter.

Signature Page Follows

Please confirm that the foregoing is our mutual understanding by signing and returning to us an executed counterpart of this Fee Letter.

Very truly yours,

THE BANK OF TOKYO-MITSUBISHI UFJ,
LTD., NEW YORK BRANCH, as Administrative
Agent and a Lender


By: Chi-Cheng (Diego) Chen
Title: Authorized Signatory

Accepted and agreed to as of
the date first above written:

KENTUCKY UTILITIES COMPANY

By:
Title:

Signature Page
Fee Letter

Attachment C1b to Response to PSC-1 Question No. 49

Page 3 of 4

Scott

Please confirm that the foregoing is our mutual understanding by signing and returning to us an executed counterpart of this Fee Letter.

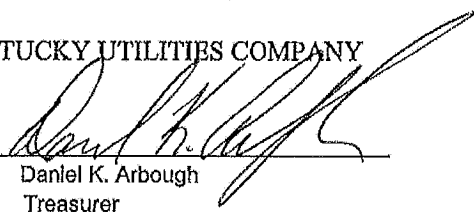
Very truly yours,

THE BANK OF TOKYO-MITSUBISHI UFJ,
LTD., NEW YORK BRANCH, as Administrative
Agent and a Lender

By:
Title:

Accepted and agreed to as of
the date first above written:

KENTUCKY UTILITIES COMPANY


By: Daniel K. Arbough
Title: Treasurer

*Signature Page
Fee Letter*

REMARKETING AGREEMENT

This is a REMARKETING AGREEMENT (the "Agreement") dated as of May 1, 2000 between KENTUCKY UTILITIES COMPANY (the "Company") and MORGAN STANLEY & CO. INCORPORATED.

Mercer County, Kentucky (the "Issuer") is issuing \$12,900,000 aggregate principal amount of its Solid Waste Disposal Facility Revenue Bonds, 2000 Series A (Kentucky Utilities Company Project) (the "Bonds") pursuant to an Indenture of Trust dated as of May 1, 2000 (the "Indenture") between the Issuer and The Bank of New York, as trustee (the "Trustee"). Each capitalized term not otherwise defined herein shall have the meaning given to such term in the Indenture. The parties hereto agree as follows:

1. Appointment and Acceptance. Morgan Stanley & Co. Incorporated hereby accepts its appointment as the Remarketing Agent (the "Remarketing Agent") for the Bonds and hereby agrees to perform the duties and obligations imposed upon it as Remarketing Agent under the Indenture and hereunder and agrees to keep such books and records with respect to its duties as Remarketing Agent under the Indenture and hereunder as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Company and the Trustee at all reasonable times. During a Dutch Auction Rate Period, the Remarketing Agent shall approve (which approval shall not be unreasonably withheld) any additional Broker-Dealers selected by the Company. The Remarketing Agent represents that it routinely engages in the remarketing of municipal securities such as the Bonds and agrees that it will settle all transactions hereunder pursuant to customary industry practice.

2. Fees and Expenses. From the date of their initial issuance, the Bonds will accrue interest at a Dutch Auction Rate and be subject to mandatory purchase and conversion as provided in the Indenture. The Bonds are not subject to purchase on demand of the owners of the Bonds during this initial Rate Period. If the Bonds are subject to mandatory purchase or if the Company elects to convert the interest rate mode of the Bonds to accrue interest at the Daily Rate, the Weekly Rate, the Semi-Annual Rate or the Flexible Rate, the Company shall pay the Remarketing Agent directly, as compensation for its services hereunder, a fee that will be agreed to by the parties prior to the date of remarketing of such Bonds in accordance with the then prevailing market conditions. During a Dutch Auction Rate Period, the Remarketing Agent shall receive no compensation from the Company, in consideration of the services to be performed by the Remarketing Agent under this Agreement and the Indenture, and except during a Dutch Auction Rate Period, the Company will pay all expenses of delivering remarketed Bonds and reimburse the Remarketing Agent for all direct, out-of-pocket expenses incurred by it as Remarketing Agent, including reasonable counsel fees and disbursements. The Issuer shall have no responsibility, obligation or liability with respect to any payments hereunder. The parties anticipate that separate arrangements will be made for the remarketing of Bonds accruing interest at the Annual Rate or Long Term Rate.

3. Disclosure Document. If the Remarketing Agent reasonably determines that it is necessary or desirable to use a Disclosure Document (as defined in Section 4) in connection with the remarketing of the Bonds, the Remarketing Agent will notify the Company and the Company will, or will cause the Issuer to, provide the Remarketing Agent with a Disclosure Document reasonably

satisfactory to the Remarketing Agent and its counsel in respect of the Bonds. The Company will, or will cause the Issuer to, supply the Remarketing Agent with such number of copies of the Disclosure Document as the Remarketing Agent reasonably requests from time to time. The Company will, or will cause the Issuer to, supplement and amend the Disclosure Document so that at all times during the remarketing the Disclosure Document will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in the Disclosure Document, in the light of the circumstances under which they were made, not misleading.

4. Indemnification. (a) The Company agrees to indemnify and hold harmless the Remarketing Agent and each person, if any, who controls the Remarketing Agent within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or Section 15 of the Securities Act of 1933, as amended (the "Securities Act"), from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, or in the Official Statement as amended, supplemented or modified, (collectively, the "Disclosure Document") or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages or liabilities are caused by any untrue statement or omission or alleged untrue statement or alleged omission based upon information contained under the caption "Underwriting" or otherwise furnished in writing to the Issuer or the Company by the Remarketing Agent expressly for use therein; provided that as to any Official Statement this indemnity agreement shall not inure to the benefit of the Remarketing Agent or to that of any person controlling the Remarketing Agent, on account of any losses, claims, damages or liabilities arising from the sale of the Bonds to any person if the Remarketing Agent failed to send or give a copy of the Official Statement, as the same may be amended or supplemented, to that person prior to confirmation of the sale of the Bonds to that person, and the untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact was corrected in the Official Statement, as amended or supplemented, unless such failure resulted from the Company's failure to furnish promptly or cause to be furnished promptly to the Remarketing Agent, without charge, as many copies of the Official Statement and any amendment or supplement thereto as the Remarketing Agent may reasonably request.

(b) The Remarketing Agent agrees to indemnify and hold harmless the Company to the same extent as the foregoing indemnity from the Company to the Remarketing Agent, but only with reference to information relating to the Remarketing Agent contained under the caption "Underwriting" or otherwise furnished in writing by the Remarketing Agent expressly for use in the Disclosure Document.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either of the two preceding paragraphs, such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to

such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) included both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to a conflict of interest between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction arising out of the same allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate counsel for all such indemnified parties. Such counsel shall be designated in writing by you in the case of parties indemnified pursuant to the second preceding paragraph and by the Company in the case of parties indemnified pursuant to the first preceding paragraph. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there shall be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) If the indemnification provided for in this Section 4 is unavailable to an indemnified party under the first or second paragraphs hereof in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party in lieu of indemnifying such indemnified party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the Company, on the one hand, and of the Remarketing Agent, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations, including relative benefit. The relative fault of the Company, on the one hand, and of the Remarketing Agent, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Remarketing Agent and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the Remarketing Agent agree that it would not be just and equitable if contribution pursuant to this Section 4 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4, the Remarketing Agent shall not be required to contribute any amount in excess of the amount by which the total price at which the Bonds were offered to the public exceeds the amount of any damages which the Remarketing Agent has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

5. Remarketing Agent's Liabilities. The Remarketing Agent shall incur no liability to the Company, the Issuer or any other party for its actions as Remarketing Agent pursuant to the terms hereof and of the Indenture except for (i) the liabilities for which the Remarketing Agent has agreed to indemnify the Company and others pursuant to Section 4(b) above and (ii) its negligence or willful misconduct. The obligation of the Remarketing Agent to remarket Bonds hereunder shall be on a best efforts basis.

6. Termination. (a) The Remarketing Agent will resign if requested by the Company by an instrument filed with the Issuer, the Remarketing Agent, the Trustee and the Tender Agent (as these terms are used in the Indenture) and may resign at any time on 30 days' written notice to the Company, the Issuer, the Trustee and the Tender Agent. Following termination, the provisions of Sections 4 and 5 will continue in effect as to transactions prior to the date of termination, and each party will pay the other any amounts owing at the time of termination. The Remarketing Agent, after prior consultation with the Company, may cease remarketing and selling the Bonds with immediate effect if it determines, in its reasonable judgment, that it is not advisable to attempt to remarket the Bonds for any reason, including without limitation, (i) a pending or proposed change in applicable tax laws, (ii) a material adverse change in the financial condition of the Company, (iii) a banking moratorium, (iv) hostilities, (v) a down-rating of the Bonds, (vi) an imposition of material restrictions on the Bonds or similar obligations or (vii) a material misstatement or omission in the Disclosure Document as then modified or supplemented.

(b) In the event of the resignation or removal of the Remarketing Agent, the Issuer, with the consent of the Company, shall appoint a successor Remarketing Agent meeting the qualifications set forth in the Indenture and the Remarketing Agent shall pay over, assign and deliver any moneys and Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee. Any resignation or removal of the Remarketing Agent shall not become effective until the Issuer has appointed a successor Remarketing Agent in accordance with the Indenture.

7. Dealing in Bonds by Remarketing Agent. (a) The Remarketing Agent, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the Bonds, and may join in any action which any owner of any Bond may be entitled to take with like effect as if it did not act in any capacity hereunder. The Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Company and may act as depository, trustee or agent for any committee or body of Bondholders or other obligations of the Company as freely as if it did not act in any capacity hereunder.

(b) In connection with Bonds accruing interest at a Dutch Auction Rate, the Remarketing Agent is acting solely as agent of the Company and does not assume any obligation or relationship of agency or trust of or with any of the owners of such Bonds.

8. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any Bonds, as herein provided, shall constitute or be construed to be the extinguishment of any Bond or the indebtedness represented thereby or the reissuance of any Bond or the refunding of any indebtedness represented thereby.

9. Notices. Unless otherwise provided, all notices, requests, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered, if sent to the Company, to Kentucky Utilities Company, One Quality Street, Lexington, Kentucky 40507, Attention: Treasurer; and if sent to the Remarketing Agent, to 1221 Avenue of the Americas, 30th Floor, New York, New York 10020, Attention: Francis J. Sweeney, which is hereby designated as the Remarketing Agent's principal office for the purpose of the Indenture.

10. Governing Law. This Agreement will be governed by the laws of the State of New York.

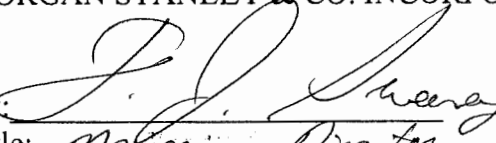
[Signatures appear on following page]

IN WITNESS WHEREOF, the Remarketing Agent and the Company, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Remarketing Agreement as of the date first written above.

KENTUCKY UTILITIES COMPANY

By: _____
Title: _____

MORGAN STANLEY & CO. INCORPORATED

By: 
Title: Managing Director

\$12,900,000
County of Mercer, Kentucky,
Solid Waste Disposal Facility Revenue Bonds,
2000 Series A
(Kentucky Utilities Company Project)
Due: May 1, 2023

REMARKETING AND BOND PURCHASE
AGREEMENT

December 16, 2008

Morgan Stanley & Co. Incorporated
1221 Avenue of the Americas
New York, New York 10020

Ladies and Gentlemen:

Kentucky Utilities Company, a Kentucky and Virginia corporation (the "Company") hereby offers to enter into this Remarketing and Bond Purchase Agreement (this "Agreement") with Morgan Stanley & Co. Incorporated, in its capacity as initial purchaser (the "Purchaser") and its capacity as Remarketing Agent (the "Remarketing Agent") of the Bonds (as defined below), and upon your acceptance, this offer will be binding upon each of Morgan Stanley & Co. Incorporated and the Company. Terms capitalized but not otherwise defined herein shall have the meanings assigned thereto in the Indenture (as defined below).

RECITALS:

WHEREAS, at the request of the Company, the County of Mercer, Kentucky (the "Issuer") issued \$12,900,000 County of Mercer, Kentucky, Solid Waste Disposal Facility Revenue Bonds, 2000 Series A (Kentucky Utilities Company Project) (Kentucky Utilities Company Project) (the "Bonds") on May 19, 2000 under and pursuant to an Indenture of Trust, dated as of May 1, 2000 (as amended as restated, the "Indenture") by and between the Issuer and The Bank of New York Mellon, as trustee, paying agent and bond registrar (the "Trustee"),

WHEREAS, the Bonds currently to bear interest at the Weekly Rate;

WHEREAS, the Company has elected to terminate a municipal bond insurance policy securing the Bonds and simultaneously deliver an irrevocable, transferable direct pay letter of credit (the "Letter of Credit") issued by Commerzbank AG, New York Branch (the "Bank") and reoffer the Bonds on December 17, 2008 (the "Reoffering Date"); and

WHEREAS, in accordance with the terms of the Indenture, the Bonds are subject to mandatory purchase on the Reoffering Date at the Purchase Price (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

SECTION 1. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY.

The Company hereby represents and warrants, and covenants, to the Purchaser that:

(a) the Company is a corporation duly organized and validly existing under the laws of the Commonwealths of Kentucky and Virginia, is qualified to do business as a foreign corporation in Tennessee, is not required to be qualified as a foreign corporation in any other jurisdiction, and has the corporate power to own its properties and carry on its business as now being conducted;

(b) the financial statements of the Company referred to or contained in the Reoffering Circular, dated December 10, 2008 (the "Reoffering Circular"), including Appendices A, B and C thereto, relating to the Bonds, as supplemented on December 16, 2008 (such Reoffering Circular, as supplemented, together with Appendices A, B and C thereto, the "Final Reoffering Document") with the Company's approval, will present fairly the financial position of the Company as of the dates indicated and the results of its operations for the periods specified, and the financial statements will have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects with respect to the periods involved except as stated therein;

(c) the Company hereby authorizes and approves the Final Reoffering Document;

(d) as of its date and the Closing Date, all descriptions and information contained in the Final Reoffering Document, including without limitation information relating to the Project (as defined in the Final Reoffering Document), the Bonds, the Company, the Company's participation in the transactions contemplated by the Indenture and the Loan Agreement, dated as of May 1, 2000, by and between the Company and the Issuer (as amended and restated, "Loan Agreement"), are true and correct and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; *provided* that none of the representations and warranties in this Agreement shall apply to statements in or omissions from, the Final Reoffering Document made in reliance upon and in conformity with information furnished in writing by the Purchaser expressly for use in the Final Reoffering Document;

(e) the Company has the full power and authority to execute and deliver this Agreement, and to perform its obligations thereunder and engage in the transactions contemplated thereby and by the Final Reoffering Document, and this Agreement has been duly authorized by the Company and, when executed, will constitute, except as limited by law, the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its respective terms, except as enforcement thereof may be limited by

bankruptcy, insolvency or other similar laws affecting enforcement of creditors' rights generally and to the extent that general equitable principles may limit the right to obtain the remedy of specific performance of certain of the obligations thereunder and except as the indemnification provisions of this Agreement may be limited by applicable securities laws or public policy;

(f) the Company is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the Commonwealth of Kentucky or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, ordinance, resolution, agreement or other instrument to which the Company is a party or to which the Company or any of the property or assets of the Company pledged to secure or securing payment of the Bonds are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Company under any such instrument, except for such breach or default which would not, in the aggregate, reasonably be expected to have a material adverse effect on the Company or is otherwise disclosed in the Final Reoffering Document. Neither the execution, delivery and performance of this Agreement or the Final Reoffering Document nor the consummation of the transactions contemplated thereby nor the fulfillment of, or compliance with, the terms thereof will contravene the Articles of Incorporation, as amended, or the Bylaws of the Company or conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any corporate restriction of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Company is a party or by which it or its properties is or may be bound, or any law or any order, rule or regulation applicable to the Company of any court, federal or state regulatory body, administrative agency or other governmental body having jurisdiction over the Company or its properties or operations, or will result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Company;

(g) the written information supplied by the Company to Bond Counsel and counsel for the Purchaser pursuant to this Agreement with respect to the use of the proceeds from the Bonds and the solid waste disposal facilities constituting the Project, in the form in which the same was delivered at the time of issuance of the Bonds, was and continues to be, true, correct and complete in all material respects;

(h) the Company is now and has been in compliance with its written undertakings as described in Rule 15c2-12 ("Rule 15c2-12") of the Securities Exchange Act of 1934 (the "1934 Act") for the last five years;

(i) the Company hereby authorizes the use by the Purchaser of the Final Reoffering Document, this Agreement and the information contained therein in connection with the offer and sale of the Bonds and confirms that it has consented to the use by the Purchaser prior to the date hereof of the Final Reoffering Document and consents to the distribution of the Final Reoffering Document. The Final Reoffering Document will be a final official statement, as such term is defined in Rule 15c2-12, as of its date;

(j) the Company will not take or omit to take any action which will in any way cause or result in the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture and the Loan Agreement;

(k) except as contemplated in the Final Reoffering Document, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best knowledge of the Company, threatened against or affecting the Company, or to the best knowledge of the Company, any basis therefor, wherein an unfavorable decision, ruling or finding would (i) affect the corporate existence of the Company, its right to conduct its operations as presently conducted in all material respects or the titles of its officers to their respective offices, (ii) contest in any way the completeness or accuracy of the Final Reoffering Document or any supplement or amendment thereto or (iii) have a material adverse effect on the transactions contemplated by this Agreement or the Final Reoffering Document or have a material adverse effect on the validity or enforceability of the Bonds or the Indenture;

(l) the properties of the Company referred to in the Final Reoffering Document are owned in fee simple or are held under valid leases, in each case subject only to (i) such minor imperfections of titles and encumbrances, if any, which are not substantial in amount, do not materially detract from the value or marketability of the properties subject thereto and do not materially impair the Company's operations, and (i) the terms of the Lease Agreement dated as of December 23, 1999, relating to Units 6 and 7 at the E.W. Brown Generating Facility;

(m) except as described in the Final Reoffering Document or with respect to securities or blue sky laws of the jurisdictions described in Section 1(n) below, and except for certain environmental or building permits which will be required from time to time in connection with the construction, occupation and use of the Project (which the Company has no reason to believe will not be received in the ordinary course as and when required), no consent, approval, authorization or other action by any governmental or regulatory authority that has not been obtained is or will be required for the offer and sale of the Bonds or the consummation of the other transactions contemplated by this Agreement and the Final Reoffering Document; all consents, approvals, authorizations and other governmental or regulatory actions which have been obtained will be in full force and effect at the Closing Time;

(n) the Company agrees to cooperate with the Purchaser and its counsel in its endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Purchaser may request, provided that the Company shall not be required to execute a general consent to local service of process in any State except Kentucky;

(o) during the period between the date hereof and the later of (1) the date which is the 25th day following the "end of the underwriting period" (as defined in Rule 15c2-12) and (2) the Closing Date, the Company will furnish to the Purchaser, promptly upon transmission thereof, copies of such financial statements and reports as it shall file with its shareholders;

(p) the Company will advise the Purchaser promptly of the institution of any legal or regulatory proceedings affecting the use of the Final Reoffering Document in connection with the offer and sale of the Bonds;

(q) if, at any time during the period from the date hereof and ending on the 25th day following the "end of the underwriting period", any event relating to or affecting the Company shall occur as a result of which it is necessary, in the opinion of the Purchaser, to make the Final Reoffering Document not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the Company will at its expense promptly prepare and deliver to you a sufficient number of copies to permit the Purchaser to comply with the provisions of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board of an amendment of or supplement to the Final Reoffering Document (in substance satisfactory to the Purchaser and its counsel) which will amend or supplement the Final Reoffering Document so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Final Reoffering Document is delivered to a purchaser, not misleading;

(r) subject to the terms and conditions of the Loan Agreement, this Agreement and the Indenture, the Company will consummate the transactions contemplated by this Agreement and the Final Reoffering Document to be consummated by the Company; and

(s) the representations and warranties of the Company contained in the Loan Agreement are and will be at the Closing Time true and correct, and there has been and will have been at the Closing Time no breach by the Company of the covenants contained in the Loan Agreement.

SECTION 2. REMARKETING, PURCHASE, SALE, DELIVERY AND REOFFERING OF THE BONDS.

(a) Remarketing.

(1) This Agreement amends and supplements the Remarketing Agreement, dated May 1, 2000, between the Company and the Remarketing Agent (the "Existing Remarketing Agreement"), as contemplated by Sections 3 and 11 of such Existing Remarketing Agreement. In the event of any conflict between the terms of this Agreement and the Existing Remarketing Agreement, the terms of this Agreement shall govern in all respects.

(2) In accordance with the terms of the Indenture, the Company hereby appoints Morgan Stanley & Co. Incorporated as Remarketing Agent, with respect to the remarketing of the Bonds, as contemplated herein, in connection with and following the initial reoffering of the Bonds, and Morgan Stanley & Co. Incorporated hereby accepts such appointment and agrees to perform all obligations of the Remarketing Agent set forth in the Indenture with respect to such remarketing.

(3) The Company shall indemnify, hold harmless and defend the Remarketing Agent and its officers, directors, employees, attorneys and agents (collectively, "Additional Indemnified Parties") to the extent provided in Section 6 of this Agreement with respect to the Purchaser and the other indemnified parties referred to therein, and subject to the terms of such Section 6, with the same effect as if the Additional Indemnified Parties were specifically referred to therein.

(4) For so long as the Bonds accrue interest at the Weekly Rate and are supported by the Letter of Credit, the Company shall pay the Remarketing Agent directly, as compensation for its services hereunder, an annual fee equal to .10% of the weighted average principal amount of the Bonds outstanding during each three-month period, or such other amount as may be agreed upon from time to time by the Company and the Remarketing Agent, payable quarterly in arrears on each January 1, April 1, July 1 and October 1 (payment for the initial period and payment for the final period to be pro-rated). The parties anticipate that separate arrangements will be made for the remarketing of the Bonds accruing interest in any Interest Rate Mode other than at the Weekly Rate, upon the expiration or earlier termination of the Letter of Credit or if the Bonds are otherwise subject to mandatory purchase.

(5) The Company will pay all expenses of delivering the remarketed Bonds and reimburse the Remarketing Agent for all direct, out-of-pocket expenses incurred by it as Remarketing Agent, including reasonable counsel fees and disbursements.

(b) Suspension and Termination of Remarketing Agent's Obligations.

(1) Upon the occurrence of any of the following events, the Remarketing Agent, after prior consultation with the Company, may suspend its remarketing and selling of the Bonds, with immediate effect, which suspension will continue so long as the situation continues to exist: (i) the occurrence of any of the events set forth in Section 4(a) of this Agreement; (ii) any of the representations and warranties of the Company made hereunder shall not have been true and correct in all material respects on the date made; (iii) the Company fails to observe any of the covenants or agreements made herein with respect to the remarketing of the Bonds, which failure is determined to be material and adverse by the Remarketing Agent; (iv) any of the rating agencies then rating the Bonds or the Bank shall downgrade the ratings assigned to either the Bonds or the Bank so that the Bonds are not "Eligible Securities" as defined under Rule 2a-7 of the Investment Company Act of 1940, as amended, (v) in the reasonable judgment of the Remarketing Agent, the market price or marketability of the Bonds or the ability of the Remarketing Agent to enforce contracts for the sale of Bonds shall have been materially adversely affected by an amendment of or supplement to the Final Reoffering Document, notwithstanding the Remarketing Agent's approval of such amendment or supplement prior to its distribution; or (vi) an actual or imminent default or a moratorium in respect of payment of any U.S. Treasury bills, bonds or notes the effect of which in either Remarketing Agent's judgment makes it impractical to market the Bonds or to enforce contracts for the sale of the Bonds.

(2) In addition to the termination provisions set forth in Section 6 of the Existing Remarketing Agreement and the Remarketing Agent's ability to suspend its remarketing efforts as set forth in Section 2(b)(1)(iv) hereof, the Remarketing Agent may, upon notice to the Company, cease offering and selling the Bonds with immediate effect if any of the rating agencies then rating the Bonds or the Bank shall downgrade the ratings assigned to either the Bonds or the Bank so that the Bonds are not "Eligible Securities" as defined under Rule 2a-7 of the Investment Company Act of 1940, as amended. Following termination, the provisions of Section 2(a)(3) of this Agreement and

Sections 4 (Indemnification) and 5 (Remarketing Agent's Liabilities) of the Existing Remarketing Agreement will continue in effect as to transactions prior to the date of termination, and each party will pay the other party any amounts owing at the time of termination.

(c) Purchase, Sale and Delivery of the Bonds.

(1) On the basis of the representations and warranties contained herein and in the other agreements referred to herein and subject to the terms and conditions herein set forth, at the Closing Time, the Purchaser hereby offers and agrees to purchase all, and not less than all, of the Bonds delivered to the Paying Agent for purchase on the Reoffering Date. The purchase price for the Bonds will be 100% of the principal amount of the Bonds, plus accrued interest, if any (the "Purchase Price"). The date of the Bonds, the initial Weekly Rate for the Bonds and the maturity therefor are set forth in Schedule I hereto and the Bonds shall otherwise have such terms and provisions as set forth in the Final Reoffering Document.

(2) The Bonds currently bear interest at the Weekly Rate and shall continue to bear interest at the Weekly Rate following the Reoffering Date.

(3) The financial guaranty insurance policy relating to the Bonds (the "Bond Insurance Policy"), originally issued by Ambac Assurance Corporation ("Ambac"), will be terminated and released at the Closing Time.

(4) The Bonds are subject to mandatory tender for purchase pursuant to the conditions described in the Indenture.

(5) At 10:00 A.M., Louisville time, on December 17, 2008, or at such other time and/or date as shall have been mutually agreed upon by the Company and the Purchaser (such time and date being referred to herein as the "Closing Time"), the Tender Agent will deliver, or cause to be delivered, to The Depository Trust Company ("DTC"), New York, New York, for the account of the Purchaser, the Bonds, in book-entry form; and the Purchaser will accept such delivery and pay the purchase price of the Bonds by making a wire transfer in immediately available funds of an amount equal to the aggregate principal amount of the Bonds plus accrued interest to the Closing Time to the Tender Agent. The activities relating to the delivery of and payment for the Bonds and the delivery of the certificates, opinions and other instruments as described in this Agreement shall occur at the office of Stoll Keenon Odgen PLLC, Bond Counsel, in Louisville, Kentucky, or at such other place as shall have been mutually agreed upon by the Company and the Purchaser.

(6) As compensation for acting as the initial purchaser of the Bonds, the Company agrees to pay to the Purchaser a fee of \$32,250 at the Closing Time in New York federal or similar same day funds, exclusive of the out-of-pocket expenses of the Purchaser. The Purchaser is authorized and hereby represents and warrants to the Company that it is authorized to execute this Agreement and has full authority to take

such action as it may deem advisable with respect to all matters relating to this Agreement.

(d) Reoffering.

(1) The Purchaser agrees to make a reoffering of all of the Bonds in the manner set forth herein at a reoffering price equal to the Purchase Price.

(2) The Company agrees to deliver to the Purchaser, at such address as the Purchaser shall specify, as many copies of the Final Reoffering Document as the Purchaser shall reasonably request, except for any documents incorporated by reference therein, as necessary to comply with paragraph (b)(4) of Rule 15c2-12 and all applicable rules of the Municipal Securities Rulemaking Board. The Company agrees to deliver such copies of the Final Reoffering Document promptly, and in any event within seven business days, after the execution of this Agreement.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS.

The obligations of the Purchaser hereunder shall be subject to the due performance by the Company of its obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the representations and warranties of the Company contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) the representations and warranties of the Company contained herein shall be true and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) at the time of the Closing, the Final Reoffering Document shall not have been supplemented or amended, except in any such case as may have been agreed to by the Purchaser;

(c) at the time of the Closing, the Purchaser shall have received a letter from PricewaterhouseCoopers LLP in form and substance satisfactory to the Purchaser, dated as of the date of the Closing, confirming that it is an independent public accountant within the meaning of Rule 101 of the Rules of Conduct in the Code of Professional Ethics of the American Institute of Certified Public Accountants and stating in effect (except as otherwise agreed to by the Company) that:

(1) it has performed limited procedures, not constituting an audit, including a reading of the most recent unaudited interim financial statements of the Company since December 31, 2007, a reading of the minutes of the Stockholders, the Board of Directors and Executive Committee of the Company set forth in the minute books on December 12, 2008 and inquiries of officials of the Company responsible for financial and accounting matters, and on the basis of such limited procedures stating in effect that: (y) at the date of the latest available balance sheet read by such accountant and at a subsequent specified date not more than five (5) business days prior to the date of this Agreement, there was any change in the cumulative preferred stock or long-term debt of the Company on a consolidated basis or any decrease in common stock or retained earnings as compared

with the amount shown in the Company's annual report dated for the year ended December 31, 2007; or (z) for a period of twelve months ending with the latest available income statements read by such accountant and at a specified date within five (5) business days of the date of this Agreement, there were any decreases in operating revenues or net income as compared with the corresponding period in the prior year, except in all cases set forth in clauses (y) and (z) above for changes or decreases which Appendix A to the Final Reoffering Document discloses have occurred or may occur, except as occasioned by the declaration or payment of dividends, by sinking fund payments made on long-term debt or by the draw-down of proceeds from prior pollution control financings or except for changes or decreases as may be set forth in such letter which are not material to the Company in the reasonable judgment of the Purchaser; and

(2) it has compared certain dollar amounts (or percentages derived from such dollar amounts) and other financial information including the ratio of earnings to fixed charges for the twelve months ended December 31, 2007 and September 30, 2008 contained in Appendix A to the Final Reoffering Document and identified for such purpose by the Purchaser or its counsel (in each case to the extent that such dollar amounts, percentages and other financial information are derived from the general accounting records of the Company subject to the internal controls of the Company's accounting system or are derived directly from such records by analysis or computation) with the results obtained from inquiries, a reading of such general accounting records and other procedures specified in such letter, and has found such dollar amounts, percentages and other financial information to be in agreement with such results, except as otherwise specified in such letter;

(d) the Bonds shall have been authorized, executed and delivered in the forms theretofore approved by the Purchaser with only such changes therein as the Company and the Purchaser shall mutually agree upon;

(e) at the Closing Time, the Purchaser shall receive:

(1) the opinions dated as of the Closing Time of (i) Stoll Keenon Ogden PLLC, Bond Counsel, substantially in the forms attached as Appendix B to the Final Reoffering Document, (ii) Jones Day, counsel for the Company, in a form reasonably satisfactory to the Purchaser, (iii) John R. McCall, Esq., General Counsel of the Company, in a form reasonably satisfactory to the Purchaser, (iv) Winston & Strawn LLP, counsel to the Purchaser, which shall be satisfactory to the Purchaser and (v) King & Spalding LLP, New York counsel to the Bank, and Kirkland & Ellis LLP, German counsel to the Bank, each in a form reasonably satisfactory to the Purchaser;

(2) a certificate, satisfactory in form and substance to the Purchaser, of the President, a Vice President or the Treasurer of the Company, dated as of the Closing Time, to the effect that (i) the Company has duly performed all of its obligations under each of this Agreement and the Loan Agreement to be performed in connection with the purchase of the Bonds hereunder at or prior to the Closing Time, (ii) each of the representations and warranties of the Company contained in this Agreement is true and correct as of the Closing Time and (iii) as of the Closing Time, there has been no material

adverse change (whether or not arising from transactions in the ordinary course of business) in the business, properties, condition (financial or otherwise), operations or business prospects of the Company from that set forth in or contemplated by Final Reoffering Document as in effect on the date of this Agreement;

(3) the Final Reoffering Document, and each supplement or amendment, if any, thereto;

(4) evidence, satisfactory in form and substance to the Purchaser, that on or prior to the Closing Time, the Bond Insurance Policy has been terminated and released;

(5) copies of resolutions or similar approvals adopted by the Board of Directors of the Company or committees of such Board, authorizing the execution and delivery of this Agreement;

(6) true copies of the Bond, including any addendums thereto;

(7) certificates of one or more authorized officers of the Trustee, dated the Closing Date, as to the due remarketing of the Bonds;

(8) any certificates, tax filings or other documentation required by Bond Counsel relating to the reoffering of the Bonds or the tax-exempt nature of the interest on the Bonds;

(9) copies of the executed Reimbursement Agreement, dated as of December 17, 2008, between the Company and the Bank, and a specimen of the executed Letter of Credit;

(10) a certificate of one or more authorized officers of the Bank, dated the Closing Date as to, among other things, the authority of the Bank to execute and deliver the Letter of Credit and to perform its obligations thereunder and certifying to the accuracy and correctness of the information provided by the Bank and contained in Appendix C to the Reoffering Circular; and

(11) such additional certificates, opinions and other documents as the Purchaser may reasonably request to evidence performance of or compliance with the provisions of this Agreement and the transactions contemplated hereby; all such certificates and other documents to be satisfactory in substance to the Purchaser and in form and scope to the Purchaser's counsel; and

(f) at or prior to the Closing Time, the Bonds shall have been rated at least "Aaa/VMIG1" by Moody's Investors Service, Inc. and "AA+/A-1+" by Standard & Poor's Ratings Service and evidence of each such ratings shall have been delivered to the Purchaser.

SECTION 4. TERMINATION.

(a) Purchaser's Obligations. The Purchaser shall have the right to cancel its obligations hereunder to purchase the Bonds (and such cancellation hereunder shall not

constitute a default for purposes of Section 8 hereof) by notifying the Company in writing or by telegram of its election to do so between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time:

(1) legislation shall be passed by the House of Representatives or the Senate of the Congress of the United States, or recommended to the Congress of the United States for passage by the President of the United States or favorably reported for passage to either the House of Representatives or the Senate by any committee of either such body to which such legislation has been referred for consideration, a decision by a court established under Article III of the Constitution of the United States, or the Tax Court of the United States, shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing Federal income taxation, or any other event shall have occurred which results in the imposition of Federal income taxation, upon revenues or other income to be derived by the Company or upon interest received on obligations of the general character of the Bonds, or which fails to exempt interest on bonds of the specific character of the Bonds to the extent described in the Final Reoffering Document under the headings "Tax Treatment", and which, in any such case, in the Purchaser's opinion, would make it impracticable to market the Bonds on the terms and in the manner contemplated in the Final Reoffering Document;

(2) legislation shall be passed by the House of Representatives or the Senate or the Congress of the United States, or a decision by a court of the United States shall be rendered, or a ruling, regulation, order or official statement by or on behalf of the Securities and Exchange Commission (the "SEC") or other governmental agency having jurisdiction of the subject matter shall be made or proposed which would result in the Bonds not being exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect (the "1933 Act"), or of the Trust Indenture Act of 1939, as amended and as then in effect;

(3) any event shall have occurred which makes untrue or incorrect, in any material respect as of the time the same purports to speak, any statement or information contained in the Final Reoffering Document, or the financial statements contained or referred to therein, or which is not reflected in the Final Reoffering Document or such financial statements, but should be reflected therein as of the time and in light of the purpose for which the Final Reoffering Document or such financial statements are to be used in order to make the statements and information contained therein not misleading in any material respect as of such time (other than, in each case, any statement or omission based upon information furnished in writing to the Company by the Purchaser expressly for use therein); or

(4) in the Purchaser's reasonable judgment, the marketability of the Bonds shall be adversely affected because: (i) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (ii) the New York Stock Exchange, or any governmental authority, shall impose, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in

force, with respect to the extension of credit by, or the charge to the net capital requirements of the Purchaser; (iii) a general banking moratorium shall have been established by federal or New York authorities; or (iv) the outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or any other calamity or crisis if the effect of any such event in the Purchaser's judgment makes it impracticable or inadvisable to proceed with the offering or sale of the Bonds on the terms contemplated hereby or makes it impracticable for the Purchaser to enforce contracts for the sale of the Bonds.

(b) Remarketing Agent's Obligations. The Remarketing Agent shall have the right to suspend or terminate its obligations hereunder and under the Existing Remarketing Agreement to remarket the Bonds as set forth in Section 2(a) of this Agreement.

SECTION 5. CONDITIONS OF THE COMPANY'S OBLIGATIONS.

The Company's obligations hereunder are subject to the Purchaser's performance of their obligations hereunder, and the further condition that at the Closing Time, the Company shall receive the opinions of their respective counsel described in Section 3 hereof.

SECTION 6. INDEMNIFICATION.

(a) The Company agrees to indemnify and hold harmless the Purchaser, each of its directors, officers, employees and agents, and each person, if any, who controls the Purchaser within the meaning of Section 15 of the 1933 Act, and Section 20 of the 1934 Act against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any untrue statement or alleged untrue statement of a material fact contained in the Final Reoffering Document or caused by any omission or alleged omission from the Final Reoffering Document of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading except insofar as such losses, claims, damages, liabilities or expenses are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information furnished in writing to the Company by the Purchaser, provided that the foregoing indemnity with respect to the Final Reoffering Document shall not inure to the benefit of the Purchaser if the person asserting such losses, claims, damages, liabilities or expenses had not been sent or given a copy of the Final Reoffering Document made available by the Company which corrected such untrue statement or omission by or on behalf of the Purchaser at or prior to the delivery of the Bonds to such person. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) The Purchaser agrees to indemnify and hold harmless the Company, each of its directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act and Section 20 of the 1934 Act and each officer and employee of the Company against any and all losses, claims, damages, liabilities or expenses caused by any untrue statement or alleged untrue statement of a material fact contained in the Final Reoffering Document or caused by any omission or alleged omission from the Final Reoffering Document of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, in

each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in conformity with written information furnished to the Company by the Purchaser expressly for use in the Final Reoffering Document. This indemnity agreement will be in addition to any liability which the Purchaser may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 6(c) of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 6(c), notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under this Section 6(c) nor affect any rights it may have otherwise than under this Section 6(c) to participate in and/or assume the defense of any action brought against any indemnified party. In case such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate in, and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section 6(c) for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation; provided that notwithstanding the foregoing, if such indemnified party shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those available to the indemnifying party, the indemnifying party shall not have the right so to assume the defense of such action on behalf of such indemnified party, and the legal and other expenses incurred by such indemnified party in connection with such defense shall be borne by the indemnifying party. The indemnifying party shall not be liable for any settlement of any such action effected without its written consent.

In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in this Section 6(c) is for any reason held to be unavailable to an indemnified party, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Purchaser on the other from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required in the paragraph above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Purchaser on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Purchaser on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Purchaser. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement

of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Purchaser on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this Section 6(c) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, the Purchaser shall not be required to contribute any amount in excess of the amount by which the total price at which the Bonds underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which the Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph, each person, if any, who controls the Purchaser within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Purchaser, and each director and officer of the Company and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act and Section 20 of the 1934 Act shall have the same rights to contribution as the Company.

SECTION 7. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY.

All representations, warranties and agreements of the Company shall remain operative and in full force and effect, regardless of any investigations made by the Purchaser or undertaken on its behalf, and shall survive delivery of the Bonds.

SECTION 8. PAYMENT OF EXPENSES.

Whether or not the Bonds are sold to the Purchaser, the Purchaser shall be under no obligation to pay any expenses incident to the performance of the obligations of the Company hereunder. All expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds, whether or not the Bonds are sold to the Purchaser (unless such sale shall have been prevented at the Closing Time by its default), including, without limitation, the reasonable fees and disbursements of (i) Stoll Keenon Ogden PLLC, as Bond Counsel, (ii) Jones Day, as counsel for the Company, (iii) Winston & Strawn LLP, as counsel to the Purchaser, as well as in connection with the qualification of the Bonds for sale under the securities or "Blue Sky" laws of various jurisdictions and the preparation of the Blue Sky Survey, (iv) fees and expenses of the Bank and its counsel, and (v) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, the Final Reoffering Document, this Agreement and all other agreements and documents contemplated hereby and drafts of any thereof, shall be paid by the Company.

SECTION 9. [Reserved.]

SECTION 10. NOTICE.

Any notice or other communication to be given to the Company under this Agreement may be given by mailing or delivering the same in writing to the Company at One Quality Street, Lexington, Kentucky 40507, Attention: Treasurer and to the Company c/o E.ON U.S. LLC, 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer and any notice or other communication to be given to the Purchaser or the Remarketing Agent under this Agreement may be given by delivering the same in writing to Morgan Stanley & Co. Incorporated, 1221 Avenue of the Americas, New York, NY 10020, Facsimile: (212) 762-8505, Attention: Jay Sweeney.

SECTION 11. APPLICABLE LAW; NONASSIGNABILITY.

This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to the principles of conflicts of laws. This Agreement shall not be assigned by the Company.

SECTION 12. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. No amendment of this Agreement shall be made without the written consent of the Company.

SECTION 13. INTERESTED PARTIES.

This Agreement is solely for the benefit of the parties hereto, and the execution thereof shall not give rise to any rights in persons other than the parties hereto.

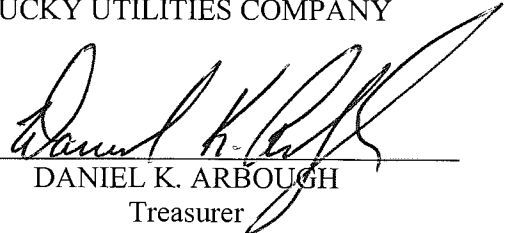
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Very truly yours,

KENTUCKY UTILITIES COMPANY

By:



DANIEL K. ARBOUGH
Treasurer

Agreed and accepted as of the date first above written:

MORGAN STANLEY & CO. INCORPORATED,
in its capacities as Remarketing Agent and Purchaser

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

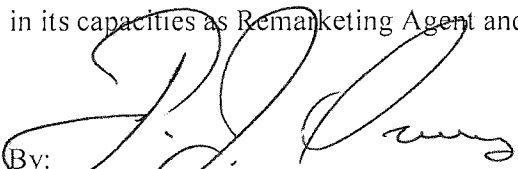
Very truly yours,

KENTUCKY UTILITIES COMPANY

By: _____
DANIEL K. ARBOUGH
Treasurer

Agreed and accepted as of the date first above written:

MORGAN STANLEY & CO. INCORPORATED,
in its capacities as Remarketing Agent and Purchaser

By: 
Its: Managing Director

SCHEDULE I

DESCRIPTION OF THE BONDS

Total Principal Amount of the Bonds --	\$12,900,000
Maturity Date of the Bonds --	May 1, 2023
Dated Date of the Bonds --	May 19, 2000
Reoffering Date --	December 17, 2008
Initial Weekly Rate --	1.25%

\$7,200,000
County of Muhlenberg, Kentucky
Pollution Control Revenue Bonds,
2002 Series A
(Kentucky Utilities Company Project)

REMARKETING AGREEMENT

This REMARKETING AGREEMENT (this "Agreement"), dated as of May 1, 2002 (the "Execution Date"), is by and between Kentucky Utilities Company (the "Company") and Banc One Capital Markets, Inc. (the "Remarketing Agent").

The Company has requested the County of Muhlenberg, Kentucky (the "Issuer") to issue \$7,200,000 principal amount of its Pollution Control Revenue Bonds, 2002 Series A (Kentucky Utilities Company Project) (the "Bonds") pursuant to an Indenture of Trust, dated as of February 1, 2002 (the "Indenture") by and between the Issuer and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"). The proceeds of the Bonds will be loaned to the Company and the Company will agree to make payments sufficient to pay the principal and purchase price, premium, if any, and interest on the Bonds and certain other expenses pursuant to a Loan Agreement, dated as of February 1, 2002 (the "Loan Agreement") by and between the Issuer and the Company. The Company will issue and deliver First Mortgage Bonds pursuant to an Indenture of Mortgage, dated as of May 1, 1947, as amended and supplemented, and as further amended and supplemented by a Supplemental Indenture, dated as of May 1, 2002 between the Company and U.S. Bank National Association and Richard Prokosch, as first mortgage bond trustees, as security for the payment of principal of, premium, if any, and interest on the Bonds. Each capitalized term not otherwise defined herein shall have the meaning given to such term in the Indenture and the Bond Purchase Agreement in respect of the Bonds between the Company and Banc One Capital Markets, Inc. dated May 22, 2002.

In consideration of the mutual promises, representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment and Acceptance. In reliance upon the representations, warranties and covenants herein contained, but subject to the terms and conditions herein set forth, Banc One Capital Markets, Inc. hereby accepts its appointment as the Remarketing Agent for the Bonds and hereby agrees to perform the duties and obligations imposed upon it as Remarketing Agent under the Indenture and hereunder and agrees to keep such books and records with respect to its duties as Remarketing Agent under the Indenture and hereunder as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Company and the Trustee at all reasonable times upon reasonable advance notice. The Remarketing Agent represents that it routinely engages in the remarketing of municipal securities such as the Bonds and agrees that it will settle all transactions hereunder pursuant to customary industry practice.

2. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants to the Remarketing Agent that:

(a) the representations and warranties of the Company set forth in the Inducement Letter (which is incorporated herein by reference) are true and correct as of the date of execution hereof. The Company represents, warrants and covenants to and with the Remarketing Agent that, with respect to any remarketing of the Bonds the representations, warranties and covenants contained in the (i) Inducement Letter and (ii) this Agreement (other than paragraph (b) below), shall apply to each remarketing of a Bond, provided that the representations and warranties contained in paragraph (b) of the Inducement Letter shall apply to the most recent audited financial statements of the Company delivered to the Remarketing Agent and provided further, there shall be no breach by the Company under this Section 2(a) to the extent the Company has provided disclosure pursuant to its 10-K Annual Report, 10-Q Quarterly Report or 8-K Current Report, as filed with the Securities and Exchange Commission and such disclosure updates the representations and warranties set forth in the Inducement Letter. References to the Underwriter in the Inducement Letter shall be deemed to refer to the Remarketing Agent for the purposes of this Section.

All information made available to the Remarketing Agent by the Company for use in connection with the transactions contemplated by this Agreement is or will be accurate in all material respects for the purposes for which its use is or will be authorized. The Company hereby consents to the use by the Remarketing Agent of the Official Statement in connection with the solicitation of offers to purchase Beneficial Interests in the Bonds by the Remarketing Agent;

(b) the representations and warranties contained in the Loan Agreement with respect to the Company are true and correct as of their date, are true and correct as of the date hereof, and will be true and correct as of the initial delivery date of the Bonds with the same force and effect as if expressly set forth herein;

(c) any financial statements of the Company heretofore or hereafter furnished to the Remarketing Agent or any potential purchaser of the Bonds (or Beneficial Owner of the Bonds) in connection with the Bonds present and will present fairly the financial position of the Company as of the respective dates of such financial statements and for the respective periods covered thereby, all in conformity with generally accepted accounting principals applied on a consistent basis throughout the period involved;

(d) the Company will at all times take all appropriate action and execute all necessary documents to obtain any approvals from any governmental authority or agency which may be required for the issuance or sale of the Bonds, and will not take any action which may obstruct or hinder any such governmental approval. The Company will use its best efforts, when and as requested by the Remarketing Agent, to furnish information and otherwise cooperate in qualifying the Bonds for offer and sale under the securities laws of such jurisdictions as the Remarketing Agent may reasonably designate, and will make such applications and furnish such information as may be required for that purpose. The Company will, from time to time, prepare and file such statements and reports as are or may be required to continue such qualification in effect for as long a period as the Remarketing Agent may reasonably request. In connection with

the foregoing, the Company shall not be required to register as a dealer or broker in any state or jurisdiction nor to execute a general consent to service of process or qualify to do business in connection with the qualification of the Bonds for sale in any state or jurisdiction;

(e) any certificate signed by an authorized officer of the Company and delivered to the Issuer or the Remarketing Agent shall be deemed a representation and warranty by the Company to the Issuer or the Remarketing Agent as to the statements made therein; and

(f) the Company will immediately notify the Remarketing Agent of (i) any fact or occurrence as a result of which the Disclosure Document (as defined in Section 6 hereof) would be or become false or misleading in any material respect, (ii) any replacement of the Trustee or Paying Agent under the Indenture, (iii) any event of default under the Indenture or any event which, with notice or lapse of time or both, would constitute such an event of default, (iv) any change in the dates for the redemption or purchase of the Bonds, (v) any new rating, any change of status or reduction in a rating, any qualification or withdrawal or any written suggestion by any of the Rating Services that it is considering a possible reduction, qualification or withdrawal in the rating of the Bonds, (vi) any adverse change, or to the best knowledge of the Company, any threatened adverse change, in the federal income tax treatment of interest on the Bonds by the beneficial owners thereof, (vii) the need for any opinion of Bond Counsel as to the tax status of any of the Bonds, (viii) a mandatory tender, exchange or call for redemption of one or more of the Bonds, (ix) any change in the Interest Rate Mode with respect to any of the Bonds and (x) each material amendment, modification or supplement to the Indenture.

3. Intentionally Omitted.

4. Fees and Expenses. So long as the Bonds bear interest at Flexible Rates, the Company shall pay the Remarketing Agent, as compensation for its services hereunder a fee equal to ten (10) basis points of the outstanding Bonds of such series bearing interest at Flexible Rates during each calendar year. If the Company elects to convert the interest rate of the Bonds to accrue interest at the Daily Rate, the Weekly Rate or the Semi-Annual Rate, the Company shall pay the Remarketing Agent directly, as compensation for its services hereunder, a fee that will be agreed to by the parties prior to the date of remarketing of the Bonds in accordance with the then prevailing market conditions. The Company will pay all expenses of delivering remarketed Bonds and reimburse the Remarketing Agent for all direct, out-of-pocket expenses incurred by it as Remarketing Agent, including reasonable counsel fees and disbursements. The Issuer shall have no responsibility, obligation or liability with respect to any payments hereunder. The parties anticipate that separate arrangements will be made for the remarketing of a series of Bonds accruing interest at the Dutch Auction Rate, the Annual Rate or the Long Term Rate.

5. Disclosure Document. If the Remarketing Agent reasonably determines that it is necessary or desirable to use a Disclosure Document in connection with the remarketing of the Bonds, the Remarketing Agent will notify the Company and the Company will, or will use its reasonable best efforts to cause the Issuer to, provide the Remarketing Agent, at the Company's expense (including, without limitation, the fees and disbursements of counsel to the Remarketing Agent and any costs incurred in connection with the preparation, reproduction and delivery of documents), with a Disclosure Document reasonably satisfactory to the Remarketing Agent and

its counsel in respect of the Bonds. The Company will, or will cause the Issuer to, supply the Remarketing Agent with such number of copies of the Disclosure Document as the Remarketing Agent reasonably requests from time to time. The Company will, or will cause the Issuer to, supplement and amend the Disclosure Document so that at all times during the remarketing the Disclosure Document will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in the Disclosure Document, in the light of the circumstances under which they were made, not misleading.

6. Indemnification. (a) The Company agrees to indemnify and hold harmless the Remarketing Agent and each of its directors, officers, employees and agents and each person, if any, who controls the Remarketing Agent within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or Section 15 of the Securities Act of 1933, as amended (the "Securities Act"), from and against any and all losses, claims, damages, liabilities or expenses caused by any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, or in the Official Statement as amended, supplemented or modified, for purposes of this section the filing of each 10-K Annual Report, 10-Q Quarterly Report or 8-K Current Report by the Company shall constitute an amendment or supplement of the Official Statement (collectively, the "Disclosure Document") or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by any untrue statement or omission or alleged untrue statement or alleged omission based upon information contained under the caption "SUMMARY OF THE BONDS -- Remarketing Agent" or otherwise furnished in writing to the Issuer or the Company by the Remarketing Agent expressly for use therein; provided that as to any Official Statement this indemnity agreement shall not inure to the benefit of the Remarketing Agent or to that of any person controlling the Remarketing Agent, on account of any losses, claims, damages or liabilities arising from the sale of the Bonds to any person if the Remarketing Agent failed to send or give a copy of the Official Statement, as the same may be amended or supplemented, to that person at or prior to confirmation of the sale of the Bonds to that person, and the untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact was corrected in the Official Statement, as amended or supplemented, unless such failure resulted from the Company's failure to furnish promptly or cause to be furnished promptly to the Remarketing Agent, without charge, as many copies of the Official Statement and any amendment or supplement thereto as the Remarketing Agent may reasonably request.

(b) The Remarketing Agent agrees to indemnify and hold harmless the Company, its directors, officers and employees to the same extent as the foregoing indemnity from the Company to the Remarketing Agent, but only with reference to information relating to the Remarketing Agent contained under the caption "SUMMARY OF THE BONDS -- Remarketing Agent" or otherwise furnished in writing by the Remarketing Agent expressly for use in the Disclosure Document.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 6(a) or (b) above, such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the

indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) included both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to a conflict of interest between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction arising out of the same allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate counsel for all such indemnified parties. Such counsel shall be designated in writing by you in the case of parties indemnified pursuant to Section 6(a) and by the Company in the case of parties indemnified pursuant to Section 6(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there shall be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) If the indemnification provided for in this Section 6 is unavailable to an indemnified party under Section 6(a) or (b) above in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party in lieu of indemnifying such indemnified party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the Company, on the one hand, and of the Remarketing Agent, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations, including relative benefit. The relative fault of the Company, on the one hand, and of the Remarketing Agent, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Remarketing Agent and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the Remarketing Agent agree that it would not be just and equitable if contribution pursuant to this Section 6 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 6, the Remarketing Agent shall not be required to contribute any amount in excess of the aggregate amount of remarketing fees paid to the Remarketing Agent under Section 4 hereof. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the

Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

7. Remarketing Agent's Liabilities. The Remarketing Agent shall incur no liability to the Company, the Issuer or any other party for its actions as Remarketing Agent pursuant to the terms hereof and of the Indenture except for (i) the liabilities for which the Remarketing Agent has agreed to indemnify the Company and others pursuant to Section 6(b) above and (ii) its negligence or willful misconduct; provided, notwithstanding the foregoing, conduct by the Remarketing Agent in fulfilling its obligations under this Agreement will not be deemed negligent if such action complies with customary industry standard. In setting the interest rates on the Bonds, the Remarketing Agent shall not be liable for any error made in good faith.

8. Termination. (a) The Remarketing Agent will resign if requested by the Company by an instrument filed with the Issuer, the Remarketing Agent, the Trustee and the Tender Agent (as these terms are used in the Indenture). The Remarketing Agent may resign at any time, following 60 days' prior written notice to the Company, the Issuer, the Trustee and the Tender Agent. Following termination, the provisions of Sections 6 and 7 will continue in effect as to transactions prior to the date of termination, and each party will pay the other any amounts owing at the time of termination. The Remarketing Agent, after prior consultation with the Company, may cease remarketing and selling the Bonds with immediate effect if it determines, in its reasonable judgment, that it is not advisable to attempt to remarket the Bonds for any reason, including without limitation, (i) a pending or proposed change in applicable tax laws, (ii) a material adverse change in the financial condition of the Company, (iii) a banking moratorium, (iv) an outbreak or escalation of hostilities, (v) a downgrading of the rating on the Bonds, (vi) an imposition of material restrictions on the Bonds or similar obligations, (vii) a general suspension of trading or the fixing of minimum or maximum prices for trading on the New York Stock Exchange, or (viii) a material misstatement or omission in the Disclosure Document as then modified or supplemented.

(b) In the event of the resignation or removal of the Remarketing Agent, the Issuer, with the consent of the Company, shall promptly appoint a successor Remarketing Agent meeting the qualifications set forth in the Indenture and the Remarketing Agent shall pay over, assign and deliver any moneys and Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

9. Dealing in Bonds by Remarketing Agent. In carrying out its duties hereunder, the Remarketing Agent shall act solely as the agent of the owners from time to time of the Bonds, and the Remarketing Agent's responsibility is limited to the use of its best efforts to solicit offers to purchase the Bonds. The Remarketing Agent, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the Bonds, and may join in any action which any owner of any Bond may be entitled to take with like effect as if it did not act in any capacity hereunder; however, the Remarketing Agent shall have no obligation hereunder to buy or take any position in the Bonds for its own account. The Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Company and may act as depositary, trustee or agent for any committee or body of Bondholders or other obligations of the Company as freely as if it did not act in any capacity hereunder.

10. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any Bonds, as herein provided, shall constitute or be construed to be the extinguishment of any Bond or the indebtedness represented thereby or the reissuance of any Bond or the refunding of any indebtedness represented thereby.

11. Notices. Unless otherwise provided, all notices, requests, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered, if sent to the Company, to Kentucky Utilities Company, One Quality Street, Lexington, Kentucky 40507, Attention: Treasurer (with a copy to Kentucky Utilities Company, c/o LG&E Energy Corp., 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer); and if sent to the Remarketing Agent, to Banc One Capital Markets, Inc., 1 Bank One Plaza, Chicago, Illinois 60670-0826; Attention: John R. Raben, Managing Director.

12. Amendments. The Company agrees not to consent to any amendment of the Indenture insofar as it relates to this Agreement or the rights and duties of the Remarketing Agent without the prior written consent of the Remarketing Agent. This Agreement may not be amended except by a writing signed by each of the parties hereto.

13. Governing Law. This Agreement will be governed by the internal laws of the State of Illinois.

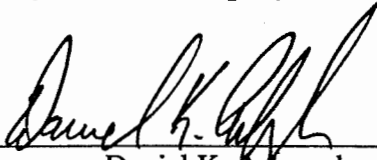
14. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Remarketing Agent and the Company, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Remarketing Agreement as of the date first written above.

Kentucky Utilities Company

By: 
Daniel K. Arbough
Treasurer

Banc One Capital Markets, Inc.

By: _____
Title: _____

\$7,400,000
County of Mercer, Kentucky
Pollution Control Revenue Bonds,
2002 Series A
(Kentucky Utilities Company Project)

REMARKETING AGREEMENT

This REMARKETING AGREEMENT (this "Agreement"), dated as of May 1, 2002 (the "Execution Date"), is by and between Kentucky Utilities Company (the "Company") and Banc One Capital Markets, Inc. (the "Remarketing Agent").

The Company has requested the County of Mercer, Kentucky (the "Issuer") to issue \$7,400,000 principal amount of its Pollution Control Revenue Bonds, 2002 Series A (Kentucky Utilities Company Project) (the "Bonds") pursuant to an Indenture of Trust, dated as of February 1, 2002 (the "Indenture") by and between the Issuer and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"). The proceeds of the Bonds will be loaned to the Company and the Company will agree to make payments sufficient to pay the principal and purchase price, premium, if any, and interest on the Bonds and certain other expenses pursuant to a Loan Agreement, dated as of February 1, 2002 (the "Loan Agreement") by and between the Issuer and the Company. The Company will issue and deliver First Mortgage Bonds pursuant to an Indenture of Mortgage, dated as of May 1, 1947, as amended and supplemented, and as further amended and supplemented by a Supplemental Indenture, dated as of May 1, 2002 between the Company and U.S. Bank National Association and Richard Prokosch, as first mortgage bond trustees, as security for the payment of principal of, premium, if any, and interest on the Bonds. Each capitalized term not otherwise defined herein shall have the meaning given to such term in the Indenture and the Bond Purchase Agreement in respect of the Bonds between the Company and Banc One Capital Markets, Inc. dated May 22, 2002.

In consideration of the mutual promises, representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment and Acceptance. In reliance upon the representations, warranties and covenants herein contained, but subject to the terms and conditions herein set forth, Banc One Capital Markets, Inc. hereby accepts its appointment as the Remarketing Agent for the Bonds and hereby agrees to perform the duties and obligations imposed upon it as Remarketing Agent under the Indenture and hereunder and agrees to keep such books and records with respect to its duties as Remarketing Agent under the Indenture and hereunder as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Company and the Trustee at all reasonable times upon reasonable advance notice. The Remarketing Agent represents that it routinely engages in the remarketing of municipal securities such as the Bonds and agrees that it will settle all transactions hereunder pursuant to customary industry practice.

2. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants to the Remarketing Agent that:

(a) the representations and warranties of the Company set forth in the Inducement Letter (which is incorporated herein by reference) are true and correct as of the date of execution hereof. The Company represents, warrants and covenants to and with the Remarketing Agent that, with respect to any remarketing of the Bonds the representations, warranties and covenants contained in the (i) Inducement Letter and (ii) this Agreement (other than paragraph (b) below), shall apply to each remarketing of a Bond, provided that the representations and warranties contained in paragraph (b) of the Inducement Letter shall apply to the most recent audited financial statements of the Company delivered to the Remarketing Agent and provided further, there shall be no breach by the Company under this Section 2(a) to the extent the Company has provided disclosure pursuant to its 10-K Annual Report, 10-Q Quarterly Report or 8-K Current Report, as filed with the Securities and Exchange Commission and such disclosure updates the representations and warranties set forth in the Inducement Letter. References to the Underwriter in the Inducement Letter shall be deemed to refer to the Remarketing Agent for the purposes of this Section.

All information made available to the Remarketing Agent by the Company for use in connection with the transactions contemplated by this Agreement is or will be accurate in all material respects for the purposes for which its use is or will be authorized. The Company hereby consents to the use by the Remarketing Agent of the Official Statement in connection with the solicitation of offers to purchase Beneficial Interests in the Bonds by the Remarketing Agent;

(b) the representations and warranties contained in the Loan Agreement with respect to the Company are true and correct as of their date, are true and correct as of the date hereof, and will be true and correct as of the initial delivery date of the Bonds with the same force and effect as if expressly set forth herein;

(c) any financial statements of the Company heretofore or hereafter furnished to the Remarketing Agent or any potential purchaser of the Bonds (or Beneficial Owner of the Bonds) in connection with the Bonds present and will present fairly the financial position of the Company as of the respective dates of such financial statements and for the respective periods covered thereby, all in conformity with generally accepted accounting principals applied on a consistent basis throughout the period involved;

(d) the Company will at all times take all appropriate action and execute all necessary documents to obtain any approvals from any governmental authority or agency which may be required for the issuance or sale of the Bonds, and will not take any action which may obstruct or hinder any such governmental approval. The Company will use its best efforts, when and as requested by the Remarketing Agent, to furnish information and otherwise cooperate in qualifying the Bonds for offer and sale under the securities laws of such jurisdictions as the Remarketing Agent may reasonably designate, and will make such applications and furnish such information as may be required for that purpose. The Company will, from time to time, prepare and file such statements and reports as are or may be required to continue such qualification in effect for as long a period as the Remarketing Agent may reasonably request. In connection with

the foregoing, the Company shall not be required to register as a dealer or broker in any state or jurisdiction nor to execute a general consent to service of process or qualify to do business in connection with the qualification of the Bonds for sale in any state or jurisdiction;

(e) any certificate signed by an authorized officer of the Company and delivered to the Issuer or the Remarketing Agent shall be deemed a representation and warranty by the Company to the Issuer or the Remarketing Agent as to the statements made therein; and

(f) the Company will immediately notify the Remarketing Agent of (i) any fact or occurrence as a result of which the Disclosure Document (as defined in Section 6 hereof) would be or become false or misleading in any material respect, (ii) any replacement of the Trustee or Paying Agent under the Indenture, (iii) any event of default under the Indenture or any event which, with notice or lapse of time or both, would constitute such an event of default, (iv) any change in the dates for the redemption or purchase of the Bonds, (v) any new rating, any change of status or reduction in a rating, any qualification or withdrawal or any written suggestion by any of the Rating Services that it is considering a possible reduction, qualification or withdrawal in the rating of the Bonds, (vi) any adverse change, or to the best knowledge of the Company, any threatened adverse change, in the federal income tax treatment of interest on the Bonds by the beneficial owners thereof, (vii) the need for any opinion of Bond Counsel as to the tax status of any of the Bonds, (viii) a mandatory tender, exchange or call for redemption of one or more of the Bonds, (ix) any change in the Interest Rate Mode with respect to any of the Bonds and (x) each material amendment, modification or supplement to the Indenture.

3. Intentionally Omitted.

4. Fees and Expenses. So long as the Bonds bear interest at Flexible Rates, the Company shall pay the Remarketing Agent, as compensation for its services hereunder a fee equal to ten (10) basis points of the outstanding Bonds of such series bearing interest at Flexible Rates during each calendar year. If the Company elects to convert the interest rate mode of the Bonds to accrue interest at the Daily Rate, the Weekly Rate or the Semi-Annual Rate, the Company shall pay the Remarketing Agent directly, as compensation for its services hereunder, a fee that will be agreed to by the parties prior to the date of remarketing of such series of Bonds in accordance with the then prevailing market conditions. The Company will pay all expenses of delivering remarketed Bonds and reimburse the Remarketing Agent for all direct, out-of-pocket expenses incurred by it as Remarketing Agent, including reasonable counsel fees and disbursements. The Issuer shall have no responsibility, obligation or liability with respect to any payments hereunder. The parties anticipate that separate arrangements will be made for the remarketing of a series of Bonds accruing interest at the Dutch Auction Rate, the Annual Rate or the Long Term Rate.

5. Disclosure Document. If the Remarketing Agent reasonably determines that it is necessary or desirable to use a Disclosure Document (as defined in Section 6 hereof) in connection with the remarketing of the Bonds, the Remarketing Agent will notify the Company and the Company will, or will use its reasonable best efforts to cause the Issuer to, provide the Remarketing Agent, at the Company's expense (including, without limitation, the fees and disbursements of counsel to the Remarketing Agent and any costs incurred in connection with the preparation, reproduction and delivery of documents), with a Disclosure Document

reasonably satisfactory to the Remarketing Agent and its counsel in respect of the Bonds. The Company will, or will cause the Issuer to, supply the Remarketing Agent with such number of copies of the Disclosure Document as the Remarketing Agent reasonably requests from time to time. The Company will, or will cause the Issuer to, supplement and amend the Disclosure Document so that at all times during the remarketing the Disclosure Document will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in the Disclosure Document, in the light of the circumstances under which they were made, not misleading.

6. Indemnification. (a) The Company agrees to indemnify and hold harmless the Remarketing Agent and each of its directors, officers, employees and agents and each person, if any, who controls the Remarketing Agent within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or Section 15 of the Securities Act of 1933, as amended (the "Securities Act"), from and against any and all losses, claims, damages, liabilities or expenses caused by any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, or in the Official Statement as amended, supplemented or modified, for purposes of this section the filing of each 10-K Annual Report, 10-Q Quarterly Report or 8-K Current Report by the Company shall constitute an amendment or supplement of the Official Statement (collectively, the "Disclosure Document") or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by any untrue statement or omission or alleged untrue statement or alleged omission based upon information contained under the caption "SUMMARY OF THE BONDS -- Remarketing Agent" or otherwise furnished in writing to the Issuer or the Company by the Remarketing Agent expressly for use therein; provided that as to any Official Statement this indemnity agreement shall not inure to the benefit of the Remarketing Agent or to that of any person controlling the Remarketing Agent, on account of any losses, claims, damages or liabilities arising from the sale of the Bonds to any person if the Remarketing Agent failed to send or give a copy of the Official Statement, as the same may be amended or supplemented, to that person at or prior to confirmation of the sale of the Bonds to that person, and the untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact was corrected in the Official Statement, as amended or supplemented, unless such failure resulted from the Company's failure to furnish promptly or cause to be furnished promptly to the Remarketing Agent, without charge, as many copies of the Official Statement and any amendment or supplement thereto as the Remarketing Agent may reasonably request.

(b) The Remarketing Agent agrees to indemnify and hold harmless the Company, its directors, officers and employees to the same extent as the foregoing indemnity from the Company to the Remarketing Agent, but only with reference to information relating to the Remarketing Agent contained under the caption "SUMMARY OF THE BONDS -- Remarketing Agent" or otherwise furnished in writing by the Remarketing Agent expressly for use in the Disclosure Document.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 6(a) or (b) above, such person (the "indemnified party") shall promptly notify the person

against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) included both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to a conflict of interest between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction arising out of the same allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate counsel for all such indemnified parties. Such counsel shall be designated in writing by you in the case of parties indemnified pursuant to Section 6(a) and by the Company in the case of parties indemnified pursuant to Section 6(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there shall be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) If the indemnification provided for in this Section 6 is unavailable to an indemnified party under Section 6(a) or (b) above in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party in lieu of indemnifying such indemnified party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the Company, on the one hand, and of the Remarketing Agent, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations, including relative benefit. The relative fault of the Company, on the one hand, and of the Remarketing Agent, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Remarketing Agent and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the Remarketing Agent agree that it would not be just and equitable if contribution pursuant to this Section 6 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 6, the Remarketing Agent shall not be required to contribute any amount in excess of the aggregate amount of remarketing fees paid to the Remarketing Agent under Section 4 hereof. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the

Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

7. Remarketing Agent's Liabilities. The Remarketing Agent shall incur no liability to the Company, the Issuer or any other party for its actions as Remarketing Agent pursuant to the terms hereof and of the Indenture except for (i) the liabilities for which the Remarketing Agent has agreed to indemnify the Company and others pursuant to Section 6(b) above and (ii) its negligence or willful misconduct; provided, notwithstanding the foregoing, conduct by the Remarketing Agent in fulfilling its obligations under this Agreement will not be deemed negligent if such action complies with customary industry standard. In setting the interest rates on the Bonds, the Remarketing Agent shall not be liable for any error made in good faith.

8. Termination. (a) The Remarketing Agent will resign if requested by the Company by an instrument filed with the Issuer, the Remarketing Agent, the Trustee and the Tender Agent (as these terms are used in the Indenture). The Remarketing Agent may resign at any time, following 60 days' prior written notice to the Company, the Issuer, the Trustee and the Tender Agent. Following termination, the provisions of Sections 6 and 7 will continue in effect as to transactions prior to the date of termination, and each party will pay the other any amounts owing at the time of termination. The Remarketing Agent, after prior consultation with the Company, may cease remarketing and selling the Bonds with immediate effect if it determines, in its reasonable judgment, that it is not advisable to attempt to remarket the Bonds for any reason, including without limitation, (i) a pending or proposed change in applicable tax laws, (ii) a material adverse change in the financial condition of the Company, (iii) a banking moratorium, (iv) an outbreak or escalation of hostilities, (v) a downgrading of the rating on the Bonds, (vi) an imposition of material restrictions on the Bonds or similar obligations, (vii) a general suspension of trading or the fixing of minimum or maximum prices for trading on the New York Stock Exchange, or (viii) a material misstatement or omission in the Disclosure Document as then modified or supplemented.

(b) In the event of the resignation or removal of the Remarketing Agent, the Issuer, with the consent of the Company, shall promptly appoint a successor Remarketing Agent meeting the qualifications set forth in the Indenture and the Remarketing Agent shall pay over, assign and deliver any moneys and Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

9. Dealing in Bonds by Remarketing Agent. In carrying out its duties hereunder, the Remarketing Agent shall act solely as the agent of the owners from time to time of the Bonds, and the Remarketing Agent's responsibility is limited to the use of its best efforts to solicit offers to purchase the Bonds. The Remarketing Agent, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the Bonds, and may join in any action which any owner of any Bond may be entitled to take with like effect as if it did not act in any capacity hereunder; however, the Remarketing Agent shall have no obligation hereunder to buy or take any position in the Bonds for its own account. The Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Company and may act as depository, trustee or agent for any committee or body of Bondholders or other obligations of the Company as freely as if it did not act in any capacity hereunder.

10. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any Bonds, as herein provided, shall constitute or be construed to be the extinguishment of any Bond or the indebtedness represented thereby or the reissuance of any Bond or the refunding of any indebtedness represented thereby.

11. Notices. Unless otherwise provided, all notices, requests, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered, if sent to the Company, to Kentucky Utilities Company, One Quality Street, Lexington, Kentucky 40507, Attention: Treasurer (with a copy to Kentucky Utilities Company, c/o LG&E Energy Corp., 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer); and if sent to the Remarketing Agent, to Banc One Capital Markets, Inc., 1 Bank One Plaza, Chicago, Illinois 60670-0826; Attention: John R. Raben, Managing Director.

12. Amendments. The Company agrees not to consent to any amendment of the Indenture insofar as it relates to this Agreement or the rights and duties of the Remarketing Agent without the prior written consent of the Remarketing Agent. This Agreement may not be amended except by a writing signed by each of the parties hereto.

13. Governing Law. This Agreement will be governed by the internal laws of the State of Illinois.

14. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Remarketing Agent and the Company, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Remarketing Agreement as of the date first written above.

Kentucky Utilities Company

By: 
Daniel K. Arbough
Treasurer

Banc One Capital Markets, Inc.

By: _____
Title: _____

IN WITNESS WHEREOF, the Remarketing Agent and the Company, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Remarketing Agreement as of the date first written above.

Kentucky Utilities Company

By: _____
Title: _____

Banc One Capital Markets, Inc.

By: *JR Raben*
 John R. Raben
 Managing Director

\$20,930,000
County of Carroll, Kentucky
Pollution Control Revenue Bonds, 2002 Series A
(Kentucky Utilities Company Project)

\$2,400,000
County of Carroll, Kentucky
Pollution Control Revenue Bonds, 2002 Series B
(Kentucky Utilities Company Project)

REMARKETING AGREEMENT

This REMARKETING AGREEMENT (this "Agreement"), dated as of May 1, 2002 (the "Execution Date"), is by and between Kentucky Utilities Company (the "Company") and Banc One Capital Markets, Inc. (the "Remarketing Agent").

The Company has requested the County of Carroll, Kentucky (the "Issuer") to issue (i) \$20,930,000 principal amount of its Pollution Control Revenue Bonds, 2002 Series A (Kentucky Utilities Company Project); and (ii) \$2,400,000 principal amount of its Pollution Control Revenue Bonds, 2002 Series B (Kentucky Utilities Company Project) (collectively, the "Bonds") pursuant to separate Indentures of Trust, each dated as of February 1, 2002 (the "Indentures") by and between the Issuer and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"). The proceeds of the Bonds will be loaned to the Company and the Company will agree to make payments sufficient to pay the principal and purchase price, premium, if any, and interest on the Bonds and certain other expenses pursuant to separate Loan Agreements, each dated as of February 1, 2002 (the "Loan Agreements") by and between the Issuer and the Company. The Company will issue and deliver two separate series of First Mortgage Bonds pursuant to an Indenture of Mortgage, dated as of May 1, 1947, as amended and supplemented, and as further amended and supplemented by a Supplemental Indenture, dated as of May 1, 2002 between the Company and U.S. Bank National Association and Richard Prokosch, as first mortgage bond trustees, as security for the payment of principal of, premium, if any, and interest on each series of the Bonds. Each capitalized term not otherwise defined herein shall have the meaning given to such term in the Indentures and the Bond Purchase Agreement in respect of the Bonds between the Company and Banc One Capital Markets, Inc. dated May 22, 2002.

In consideration of the mutual promises, representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment and Acceptance. In reliance upon the representations, warranties and covenants herein contained, but subject to the terms and conditions herein set forth, Banc One Capital Markets, Inc. hereby accepts its appointment as the Remarketing Agent for the Bonds and hereby agrees to perform the duties and obligations imposed upon it as Remarketing Agent under each Indenture and hereunder and agrees to keep such books and records with respect to its duties as Remarketing Agent under the Indentures and hereunder as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Company and the Trustee at all reasonable times upon reasonable advance notice. The Remarketing Agent represents that it routinely engages in the remarketing

of municipal securities such as the Bonds and agrees that it will settle all transactions hereunder pursuant to customary industry practice.

2. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants to the Remarketing Agent that:

(a) the representations and warranties of the Company set forth in the Inducement Letter (which is incorporated herein by reference) are true and correct as of the date of execution hereof. The Company represents, warrants and covenants to and with the Remarketing Agent that, with respect to any remarketing of the Bonds the representations, warranties and covenants contained in the (i) Inducement Letter and (ii) this Agreement (other than paragraph (b) below), shall apply to each remarketing of a Bond, provided that the representations and warranties contained in paragraph (b) of the Inducement Letter shall apply to the most recent audited financial statements of the Company delivered to the Remarketing Agent and provided further, there shall be no breach by the Company under this Section 2(a) to the extent the Company has provided disclosure pursuant to its 10-K Annual Report, 10-Q Quarterly Report or 8-K Current Report, as filed with the Securities and Exchange Commission and such disclosure updates the representations and warranties set forth in the Inducement Letter. References to the Underwriter in the Inducement Letter shall be deemed to refer to the Remarketing Agent for the purposes of this Section.

All information made available to the Remarketing Agent by the Company for use in connection with the transactions contemplated by this Agreement is or will be accurate in all material respects for the purposes for which its use is or will be authorized. The Company hereby consents to the use by the Remarketing Agent of the Official Statement in connection with the solicitation of offers to purchase Beneficial Interests in the Bonds by the Remarketing Agent;

(b) the representations and warranties contained in the Loan Agreements with respect to the Company are true and correct as of their date, are true and correct as of the date hereof, and will be true and correct as of the initial delivery date of the Bonds with the same force and effect as if expressly set forth herein;

(c) any financial statements of the Company heretofore or hereafter furnished to the Remarketing Agent or any potential purchaser of the Bonds (or Beneficial Owner of the Bonds) in connection with the Bonds present and will present fairly the financial position of the Company as of the respective dates of such financial statements and for the respective periods covered thereby, all in conformity with generally accepted accounting principals applied on a consistent basis throughout the period involved;

(d) the Company will at all times take all appropriate action and execute all necessary documents to obtain any approvals from any governmental authority or agency which may be required for the issuance or sale of the Bonds, and will not take any action which may obstruct or hinder any such governmental approval. The Company will use its best efforts, when and as requested by the Remarketing Agent, to furnish information and otherwise cooperate in qualifying the Bonds for offer and sale under the securities laws of such jurisdictions as the Remarketing Agent may reasonably designate, and will make such applications and furnish such

information as may be required for that purpose. The Company will, from time to time, prepare and file such statements and reports as are or may be required to continue such qualification in effect for as long a period as the Remarketing Agent may reasonably request. In connection with the foregoing, the Company shall not be required to register as a dealer or broker in any state or jurisdiction nor to execute a general consent to service of process or qualify to do business in connection with the qualification of the Bonds for sale in any state or jurisdiction;

(e) any certificate signed by an authorized officer of the Company and delivered to the Issuer or the Remarketing Agent shall be deemed a representation and warranty by the Company to the Issuer or the Remarketing Agent as to the statements made therein; and

(f) the Company will immediately notify the Remarketing Agent of (i) any fact or occurrence as a result of which the Disclosure Document (as defined in Section 6 hereof) would be or become false or misleading in any material respect, (ii) any replacement of the Trustee or Paying Agent under the Indenture, (iii) any event of default under the Indenture or any event which, with notice or lapse of time or both, would constitute such an event of default, (iv) any change in the dates for the redemption or purchase of the Bonds, (v) any new rating, any change of status or reduction in a rating, any qualification or withdrawal or any written suggestion by any of the Rating Services that it is considering a possible reduction, qualification or withdrawal in the rating of the Bonds, (vi) any adverse change, or to the best knowledge of the Company, any threatened adverse change, in the federal income tax treatment of interest on the Bonds by the beneficial owners thereof, (vii) the need for any opinion of Bond Counsel as to the tax status of any of the Bonds, (viii) a mandatory tender, exchange or call for redemption of one or more of the Bonds, (ix) any change in the Interest Rate Mode with respect to any of the Bonds and (x) each material amendment, modification or supplement to the Indenture.

3. Intentionally Omitted.

4. Fees and Expenses. So long as the 2002 Series A Bonds or the 2002 Series B Bonds bear interest at Flexible Rates, the Company shall pay the Remarketing Agent, as compensation for its services hereunder a fee equal to ten (10) basis points of the outstanding Bonds of such series bearing interest at Flexible Rates during each calendar year. If the Company elects to convert the interest rate mode of either or both series of Bonds to accrue interest at the Daily Rate, the Weekly Rate or the Semi-Annual Rate, the Company shall pay the Remarketing Agent directly, as compensation for its services hereunder, a fee that will be agreed to by the parties prior to the date of remarketing of such series of Bonds in accordance with the then prevailing market conditions. The Company will pay all expenses of delivering remarketed Bonds and reimburse the Remarketing Agent for all direct, out-of-pocket expenses incurred by it as Remarketing Agent, including reasonable counsel fees and disbursements. The Issuer shall have no responsibility, obligation or liability with respect to any payments hereunder. The parties anticipate that separate arrangements will be made for the remarketing of a series of Bonds accruing interest at the Dutch Auction Rate, the Annual Rate or the Long Term Rate.

5. Disclosure Document. If the Remarketing Agent reasonably determines that it is necessary or desirable to use a Disclosure Document in connection with the remarketing of the Bonds, the Remarketing Agent will notify the Company and the Company will, or will use its reasonable best efforts to cause the Issuer to, provide the Remarketing Agent, at the Company's

expense (including, without limitation, the fees and disbursements of counsel to the Remarketing Agent and any costs incurred in connection with the preparation, reproduction and delivery of documents), with a Disclosure Document reasonably satisfactory to the Remarketing Agent and its counsel in respect of the Bonds. The Company will, or will cause the Issuer to, supply the Remarketing Agent with such number of copies of the Disclosure Document as the Remarketing Agent reasonably requests from time to time. The Company will, or will cause the Issuer to, supplement and amend the Disclosure Document so that at all times during the remarketing the Disclosure Document will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in the Disclosure Document, in the light of the circumstances under which they were made, not misleading.

6. Indemnification. (a) The Company agrees to indemnify and hold harmless the Remarketing Agent and each of its directors, officers, employees and agents and each person, if any, who controls the Remarketing Agent within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or Section 15 of the Securities Act of 1933, as amended (the "Securities Act"), from and against any and all losses, claims, damages, liabilities or expenses caused by any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, or in the Official Statement as amended, supplemented or modified, for purposes of this section the filing of each 10-K Annual Report, 10-Q Quarterly Report or 8-K Current Report by the Company shall constitute an amendment or supplement of the Official Statement (collectively, the "Disclosure Document") or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by any untrue statement or omission or alleged untrue statement or alleged omission based upon information contained under the caption "SUMMARY OF THE BONDS -- Remarketing Agent" or otherwise furnished in writing to the Issuer or the Company by the Remarketing Agent expressly for use therein; provided that as to any Official Statement this indemnity agreement shall not inure to the benefit of the Remarketing Agent or to that of any person controlling the Remarketing Agent, on account of any losses, claims, damages or liabilities arising from the sale of the Bonds to any person if the Remarketing Agent failed to send or give a copy of the Official Statement, as the same may be amended or supplemented, to that person at or prior to confirmation of the sale of the Bonds to that person, and the untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact was corrected in the Official Statement, as amended or supplemented, unless such failure resulted from the Company's failure to furnish promptly or cause to be furnished promptly to the Remarketing Agent, without charge, as many copies of the Official Statement and any amendment or supplement thereto as the Remarketing Agent may reasonably request.

(b) The Remarketing Agent agrees to indemnify and hold harmless the Company, its directors, officers and employees to the same extent as the foregoing indemnity from the Company to the Remarketing Agent, but only with reference to information relating to the Remarketing Agent contained under the caption "SUMMARY OF THE BONDS -- Remarketing Agent" or otherwise furnished in writing by the Remarketing Agent expressly for use in the Disclosure Document.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 6(a) or (b) above, such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) included both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to a conflict of interest between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction arising out of the same allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate counsel for all such indemnified parties. Such counsel shall be designated in writing by you in the case of parties indemnified pursuant to Section 6(a) and by the Company in the case of parties indemnified pursuant to Section 6(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there shall be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) If the indemnification provided for in this Section 6 is unavailable to an indemnified party under Section 6(a) or (b) above in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party in lieu of indemnifying such indemnified party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the Company, on the one hand, and of the Remarketing Agent, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations, including relative benefit. The relative fault of the Company, on the one hand, and of the Remarketing Agent, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Remarketing Agent and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the Remarketing Agent agree that it would not be just and equitable if contribution pursuant to this Section 6 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this

Section 6, the Remarketing Agent shall not be required to contribute any amount in excess of the aggregate amount of remarketing fees paid to the Remarketing Agent under Section 4 hereof. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

7. Remarketing Agent's Liabilities. The Remarketing Agent shall incur no liability to the Company, the Issuer or any other party for its actions as Remarketing Agent pursuant to the terms hereof and of the Indenture except for (i) the liabilities for which the Remarketing Agent has agreed to indemnify the Company and others pursuant to Section 6(b) above and (ii) its negligence or willful misconduct; provided, notwithstanding the foregoing, conduct by the Remarketing Agent in fulfilling its obligations under this Agreement will not be deemed negligent if such action complies with customary industry standard. In setting the interest rates on the Bonds, the Remarketing Agent shall not be liable for any error made in good faith.

8. Termination. (a) The Remarketing Agent will resign if requested by the Company by an instrument filed with the Issuer, the Remarketing Agent, the Trustee and the Tender Agent (as these terms are used in the Indentures). The Remarketing Agent may resign at any time, following 60 days' prior written notice to the Company, the Issuer, the Trustee and the Tender Agent. Following termination, the provisions of Sections 6 and 7 will continue in effect as to transactions prior to the date of termination, and each party will pay the other any amounts owing at the time of termination. The Remarketing Agent, after prior consultation with the Company, may cease remarketing and selling the Bonds with immediate effect if it determines, in its reasonable judgment, that it is not advisable to attempt to remarket the Bonds for any reason, including without limitation, (i) a pending or proposed change in applicable tax laws, (ii) a material adverse change in the financial condition of the Company, (iii) a banking moratorium, (iv) an outbreak or escalation of hostilities, (v) a downgrading of the rating on the Bonds, (vi) an imposition of material restrictions on the Bonds or similar obligations, (vii) a general suspension of trading or the fixing of minimum or maximum prices for trading on the New York Stock Exchange, or (viii) a material misstatement or omission in the Disclosure Document as then modified or supplemented.

(b) In the event of the resignation or removal of the Remarketing Agent, the Issuer, with the consent of the Company, shall promptly appoint a successor Remarketing Agent meeting the qualifications set forth in the Indenture and the Remarketing Agent shall pay over, assign and deliver any moneys and Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

9. Dealing in Bonds by Remarketing Agent. In carrying out its duties hereunder, the Remarketing Agent shall act solely as the agent of the owners from time to time of the Bonds, and the Remarketing Agent's responsibility is limited to the use of its best efforts to solicit offers to purchase the Bonds. The Remarketing Agent, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the Bonds, and may join in any action which any owner of any Bond may be entitled to take with like effect as if it did not act in any capacity hereunder; however, the Remarketing Agent shall have no obligation hereunder to buy or take any position in the Bonds for its own account. The Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other

transaction with the Company and may act as depository, trustee or agent for any committee or body of Bondholders or other obligations of the Company as freely as if it did not act in any capacity hereunder.

10. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any Bonds, as herein provided, shall constitute or be construed to be the extinguishment of any Bond or the indebtedness represented thereby or the reissuance of any Bond or the refunding of any indebtedness represented thereby.

11. Notices. Unless otherwise provided, all notices, requests, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered, if sent to the Company, to Kentucky Utilities Company, One Quality Street, Lexington, Kentucky 40507, Attention: Treasurer (with a copy to Kentucky Utilities Company, c/o LG&E Energy Corp., 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer); and if sent to the Remarketing Agent, to Banc One Capital Markets, Inc., 1 Bank One Plaza, Chicago, Illinois 60670-0826; Attention: John R. Raben, Managing Director, which is hereby designated as the Remarketing Agent's principal office for the purpose of the 2002 Series B Indenture.

12. Amendments. The Company agrees not to consent to any amendment of the Indenture insofar as it relates to this Agreement or the rights and duties of the Remarketing Agent without the prior written consent of the Remarketing Agent. This Agreement may not be amended except by a writing signed by each of the parties hereto.

13. Governing Law. This Agreement will be governed by the internal laws of the State of Illinois.

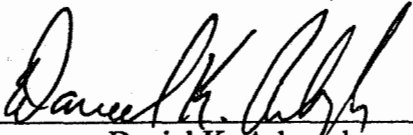
14. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Remarketing Agent and the Company, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Remarketing Agreement as of the date first written above.

Kentucky Utilities Company

By: 
Daniel K. Arboagh
Treasurer

Banc One Capital Markets, Inc.

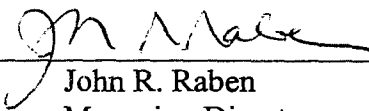
By: _____
Title: _____

IN WITNESS WHEREOF, the Remarketing Agent and the Company, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Remarketing Agreement as of the date first written above.

Kentucky Utilities Company

By: _____
Title: _____

Banc One Capital Markets, Inc.

By: 
John R. Raben
Managing Director

\$20,930,000
County of Carroll, Kentucky
Pollution Control Revenue Bonds, 2002 Series A
(Kentucky Utilities Company Project)

\$2,400,000
County of Carroll, Kentucky
Pollution Control Revenue Bonds, 2002 Series B
(Kentucky Utilities Company Project)

REMARKETING AGREEMENT

This REMARKETING AGREEMENT (this "Agreement"), dated as of May 1, 2002 (the "Execution Date"), is by and between Kentucky Utilities Company (the "Company") and Banc One Capital Markets, Inc. (the "Remarketing Agent").

The Company has requested the County of Carroll, Kentucky (the "Issuer") to issue (i) \$20,930,000 principal amount of its Pollution Control Revenue Bonds, 2002 Series A (Kentucky Utilities Company Project); and (ii) \$2,400,000 principal amount of its Pollution Control Revenue Bonds, 2002 Series B (Kentucky Utilities Company Project) (collectively, the "Bonds") pursuant to separate Indentures of Trust, each dated as of February 1, 2002 (the "Indentures") by and between the Issuer and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"). The proceeds of the Bonds will be loaned to the Company and the Company will agree to make payments sufficient to pay the principal and purchase price, premium, if any, and interest on the Bonds and certain other expenses pursuant to separate Loan Agreements, each dated as of February 1, 2002 (the "Loan Agreements") by and between the Issuer and the Company. The Company will issue and deliver two separate series of First Mortgage Bonds pursuant to an Indenture of Mortgage, dated as of May 1, 1947, as amended and supplemented, and as further amended and supplemented by a Supplemental Indenture, dated as of May 1, 2002 between the Company and U.S. Bank National Association and Richard Prokosch, as first mortgage bond trustees, as security for the payment of principal of, premium, if any, and interest on each series of the Bonds. Each capitalized term not otherwise defined herein shall have the meaning given to such term in the Indentures and the Bond Purchase Agreement in respect of the Bonds between the Company and Banc One Capital Markets, Inc. dated May 22, 2002.

In consideration of the mutual promises, representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment and Acceptance. In reliance upon the representations, warranties and covenants herein contained, but subject to the terms and conditions herein set forth, Banc One Capital Markets, Inc. hereby accepts its appointment as the Remarketing Agent for the Bonds and hereby agrees to perform the duties and obligations imposed upon it as Remarketing Agent under each Indenture and hereunder and agrees to keep such books and records with respect to its duties as Remarketing Agent under the Indentures and hereunder as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Company and the Trustee at all reasonable times upon reasonable advance notice. The Remarketing Agent represents that it routinely engages in the remarketing

of municipal securities such as the Bonds and agrees that it will settle all transactions hereunder pursuant to customary industry practice.

2. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants to the Remarketing Agent that:

(a) the representations and warranties of the Company set forth in the Inducement Letter (which is incorporated herein by reference) are true and correct as of the date of execution hereof. The Company represents, warrants and covenants to and with the Remarketing Agent that, with respect to any remarketing of the Bonds the representations, warranties and covenants contained in the (i) Inducement Letter and (ii) this Agreement (other than paragraph (b) below), shall apply to each remarketing of a Bond, provided that the representations and warranties contained in paragraph (b) of the Inducement Letter shall apply to the most recent audited financial statements of the Company delivered to the Remarketing Agent and provided further, there shall be no breach by the Company under this Section 2(a) to the extent the Company has provided disclosure pursuant to its 10-K Annual Report, 10-Q Quarterly Report or 8-K Current Report, as filed with the Securities and Exchange Commission and such disclosure updates the representations and warranties set forth in the Inducement Letter. References to the Underwriter in the Inducement Letter shall be deemed to refer to the Remarketing Agent for the purposes of this Section.

All information made available to the Remarketing Agent by the Company for use in connection with the transactions contemplated by this Agreement is or will be accurate in all material respects for the purposes for which its use is or will be authorized. The Company hereby consents to the use by the Remarketing Agent of the Official Statement in connection with the solicitation of offers to purchase Beneficial Interests in the Bonds by the Remarketing Agent;

(b) the representations and warranties contained in the Loan Agreements with respect to the Company are true and correct as of their date, are true and correct as of the date hereof, and will be true and correct as of the initial delivery date of the Bonds with the same force and effect as if expressly set forth herein;

(c) any financial statements of the Company heretofore or hereafter furnished to the Remarketing Agent or any potential purchaser of the Bonds (or Beneficial Owner of the Bonds) in connection with the Bonds present and will present fairly the financial position of the Company as of the respective dates of such financial statements and for the respective periods covered thereby, all in conformity with generally accepted accounting principals applied on a consistent basis throughout the period involved;

(d) the Company will at all times take all appropriate action and execute all necessary documents to obtain any approvals from any governmental authority or agency which may be required for the issuance or sale of the Bonds, and will not take any action which may obstruct or hinder any such governmental approval. The Company will use its best efforts, when and as requested by the Remarketing Agent, to furnish information and otherwise cooperate in qualifying the Bonds for offer and sale under the securities laws of such jurisdictions as the Remarketing Agent may reasonably designate, and will make such applications and furnish such

information as may be required for that purpose. The Company will, from time to time, prepare and file such statements and reports as are or may be required to continue such qualification in effect for as long a period as the Remarketing Agent may reasonably request. In connection with the foregoing, the Company shall not be required to register as a dealer or broker in any state or jurisdiction nor to execute a general consent to service of process or qualify to do business in connection with the qualification of the Bonds for sale in any state or jurisdiction;

(e) any certificate signed by an authorized officer of the Company and delivered to the Issuer or the Remarketing Agent shall be deemed a representation and warranty by the Company to the Issuer or the Remarketing Agent as to the statements made therein; and

(f) the Company will immediately notify the Remarketing Agent of (i) any fact or occurrence as a result of which the Disclosure Document (as defined in Section 6 hereof) would be or become false or misleading in any material respect, (ii) any replacement of the Trustee or Paying Agent under the Indenture, (iii) any event of default under the Indenture or any event which, with notice or lapse of time or both, would constitute such an event of default, (iv) any change in the dates for the redemption or purchase of the Bonds, (v) any new rating, any change of status or reduction in a rating, any qualification or withdrawal or any written suggestion by any of the Rating Services that it is considering a possible reduction, qualification or withdrawal in the rating of the Bonds, (vi) any adverse change, or to the best knowledge of the Company, any threatened adverse change, in the federal income tax treatment of interest on the Bonds by the beneficial owners thereof, (vii) the need for any opinion of Bond Counsel as to the tax status of any of the Bonds, (viii) a mandatory tender, exchange or call for redemption of one or more of the Bonds, (ix) any change in the Interest Rate Mode with respect to any of the Bonds and (x) each material amendment, modification or supplement to the Indenture.

3. Intentionally Omitted.

4. Fees and Expenses. So long as the 2002 Series A Bonds or the 2002 Series B Bonds bear interest at Flexible Rates, the Company shall pay the Remarketing Agent, as compensation for its services hereunder a fee equal to ten (10) basis points of the outstanding Bonds of such series bearing interest at Flexible Rates during each calendar year. If the Company elects to convert the interest rate mode of either or both series of Bonds to accrue interest at the Daily Rate, the Weekly Rate or the Semi-Annual Rate, the Company shall pay the Remarketing Agent directly, as compensation for its services hereunder, a fee that will be agreed to by the parties prior to the date of remarketing of such series of Bonds in accordance with the then prevailing market conditions. The Company will pay all expenses of delivering remarketed Bonds and reimburse the Remarketing Agent for all direct, out-of-pocket expenses incurred by it as Remarketing Agent, including reasonable counsel fees and disbursements. The Issuer shall have no responsibility, obligation or liability with respect to any payments hereunder. The parties anticipate that separate arrangements will be made for the remarketing of a series of Bonds accruing interest at the Dutch Auction Rate, the Annual Rate or the Long Term Rate.

5. Disclosure Document. If the Remarketing Agent reasonably determines that it is necessary or desirable to use a Disclosure Document in connection with the remarketing of the Bonds, the Remarketing Agent will notify the Company and the Company will, or will use its reasonable best efforts to cause the Issuer to, provide the Remarketing Agent, at the Company's

expense (including, without limitation, the fees and disbursements of counsel to the Remarketing Agent and any costs incurred in connection with the preparation, reproduction and delivery of documents), with a Disclosure Document reasonably satisfactory to the Remarketing Agent and its counsel in respect of the Bonds. The Company will, or will cause the Issuer to, supply the Remarketing Agent with such number of copies of the Disclosure Document as the Remarketing Agent reasonably requests from time to time. The Company will, or will cause the Issuer to, supplement and amend the Disclosure Document so that at all times during the remarketing the Disclosure Document will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in the Disclosure Document, in the light of the circumstances under which they were made, not misleading.

6. Indemnification. (a) The Company agrees to indemnify and hold harmless the Remarketing Agent and each of its directors, officers, employees and agents and each person, if any, who controls the Remarketing Agent within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or Section 15 of the Securities Act of 1933, as amended (the "Securities Act"), from and against any and all losses, claims, damages, liabilities or expenses caused by any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, or in the Official Statement as amended, supplemented or modified, for purposes of this section the filing of each 10-K Annual Report, 10-Q Quarterly Report or 8-K Current Report by the Company shall constitute an amendment or supplement of the Official Statement (collectively, the "Disclosure Document") or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by any untrue statement or omission or alleged untrue statement or alleged omission based upon information contained under the caption "SUMMARY OF THE BONDS -- Remarketing Agent" or otherwise furnished in writing to the Issuer or the Company by the Remarketing Agent expressly for use therein; provided that as to any Official Statement this indemnity agreement shall not inure to the benefit of the Remarketing Agent or to that of any person controlling the Remarketing Agent, on account of any losses, claims, damages or liabilities arising from the sale of the Bonds to any person if the Remarketing Agent failed to send or give a copy of the Official Statement, as the same may be amended or supplemented, to that person at or prior to confirmation of the sale of the Bonds to that person, and the untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact was corrected in the Official Statement, as amended or supplemented, unless such failure resulted from the Company's failure to furnish promptly or cause to be furnished promptly to the Remarketing Agent, without charge, as many copies of the Official Statement and any amendment or supplement thereto as the Remarketing Agent may reasonably request.

(b) The Remarketing Agent agrees to indemnify and hold harmless the Company, its directors, officers and employees to the same extent as the foregoing indemnity from the Company to the Remarketing Agent, but only with reference to information relating to the Remarketing Agent contained under the caption "SUMMARY OF THE BONDS -- Remarketing Agent" or otherwise furnished in writing by the Remarketing Agent expressly for use in the Disclosure Document.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 6(a) or (b) above, such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) included both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to a conflict of interest between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction arising out of the same allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate counsel for all such indemnified parties. Such counsel shall be designated in writing by you in the case of parties indemnified pursuant to Section 6(a) and by the Company in the case of parties indemnified pursuant to Section 6(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there shall be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) If the indemnification provided for in this Section 6 is unavailable to an indemnified party under Section 6(a) or (b) above in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party in lieu of indemnifying such indemnified party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the Company, on the one hand, and of the Remarketing Agent, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations, including relative benefit. The relative fault of the Company, on the one hand, and of the Remarketing Agent, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Remarketing Agent and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the Remarketing Agent agree that it would not be just and equitable if contribution pursuant to this Section 6 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this

Section 6, the Remarketing Agent shall not be required to contribute any amount in excess of the aggregate amount of remarketing fees paid to the Remarketing Agent under Section 4 hereof. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

7. Remarketing Agent's Liabilities. The Remarketing Agent shall incur no liability to the Company, the Issuer or any other party for its actions as Remarketing Agent pursuant to the terms hereof and of the Indenture except for (i) the liabilities for which the Remarketing Agent has agreed to indemnify the Company and others pursuant to Section 6(b) above and (ii) its negligence or willful misconduct; provided, notwithstanding the foregoing, conduct by the Remarketing Agent in fulfilling its obligations under this Agreement will not be deemed negligent if such action complies with customary industry standard. In setting the interest rates on the Bonds, the Remarketing Agent shall not be liable for any error made in good faith.

8. Termination. (a) The Remarketing Agent will resign if requested by the Company by an instrument filed with the Issuer, the Remarketing Agent, the Trustee and the Tender Agent (as these terms are used in the Indentures). The Remarketing Agent may resign at any time, following 60 days' prior written notice to the Company, the Issuer, the Trustee and the Tender Agent. Following termination, the provisions of Sections 6 and 7 will continue in effect as to transactions prior to the date of termination, and each party will pay the other any amounts owing at the time of termination. The Remarketing Agent, after prior consultation with the Company, may cease remarketing and selling the Bonds with immediate effect if it determines, in its reasonable judgment, that it is not advisable to attempt to remarket the Bonds for any reason, including without limitation, (i) a pending or proposed change in applicable tax laws, (ii) a material adverse change in the financial condition of the Company, (iii) a banking moratorium, (iv) an outbreak or escalation of hostilities, (v) a downgrading of the rating on the Bonds, (vi) an imposition of material restrictions on the Bonds or similar obligations, (vii) a general suspension of trading or the fixing of minimum or maximum prices for trading on the New York Stock Exchange, or (viii) a material misstatement or omission in the Disclosure Document as then modified or supplemented.

(b) In the event of the resignation or removal of the Remarketing Agent, the Issuer, with the consent of the Company, shall promptly appoint a successor Remarketing Agent meeting the qualifications set forth in the Indenture and the Remarketing Agent shall pay over, assign and deliver any moneys and Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

9. Dealing in Bonds by Remarketing Agent. In carrying out its duties hereunder, the Remarketing Agent shall act solely as the agent of the owners from time to time of the Bonds, and the Remarketing Agent's responsibility is limited to the use of its best efforts to solicit offers to purchase the Bonds. The Remarketing Agent, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the Bonds, and may join in any action which any owner of any Bond may be entitled to take with like effect as if it did not act in any capacity hereunder; however, the Remarketing Agent shall have no obligation hereunder to buy or take any position in the Bonds for its own account. The Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other

transaction with the Company and may act as depository, trustee or agent for any committee or body of Bondholders or other obligations of the Company as freely as if it did not act in any capacity hereunder.

10. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any Bonds, as herein provided, shall constitute or be construed to be the extinguishment of any Bond or the indebtedness represented thereby or the reissuance of any Bond or the refunding of any indebtedness represented thereby.

11. Notices. Unless otherwise provided, all notices, requests, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered, if sent to the Company, to Kentucky Utilities Company, One Quality Street, Lexington, Kentucky 40507, Attention: Treasurer (with a copy to Kentucky Utilities Company, c/o LG&E Energy Corp., 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer); and if sent to the Remarketing Agent, to Banc One Capital Markets, Inc., 1 Bank One Plaza, Chicago, Illinois 60670-0826; Attention: John R. Raben, Managing Director, which is hereby designated as the Remarketing Agent's principal office for the purpose of the 2002 Series B Indenture.

12. Amendments. The Company agrees not to consent to any amendment of the Indenture insofar as it relates to this Agreement or the rights and duties of the Remarketing Agent without the prior written consent of the Remarketing Agent. This Agreement may not be amended except by a writing signed by each of the parties hereto.

13. Governing Law. This Agreement will be governed by the internal laws of the State of Illinois.

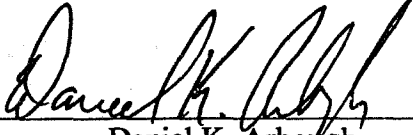
14. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Remarketing Agent and the Company, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Remarketing Agreement as of the date first written above.

Kentucky Utilities Company

By: 
Daniel K. Arbough
Treasurer

Banc One Capital Markets, Inc.

By: _____
Title: _____

COUNTY OF CARROLL, KENTUCKY
\$96,000,000
POLLUTION CONTROL REVENUE BONDS
2002 SERIES C (KENTUCKY UTILITIES COMPANY PROJECT)

AUCTION AGENT AGREEMENT

This Auction Agent Agreement dated (“the Agreement”) as of September 1, 2002 between KENTUCKY UTILITIES COMPANY, a Kentucky and Virginia corporation (the “Company”), and DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation (together with its successors and assigns, the “Auction Agent”), is entered into pursuant to an Indenture of Trust dated as of July 1, 2002 (the “Indenture”) between the County of Carroll, Kentucky (the “Issuer”) and Deutsche Bank Trust Company Americas, as trustee (the “Trustee”).

WHEREAS, the Issuer proposes to issue \$96,000,000 aggregate principal amount of its Pollution Control Revenue Bonds, 2002 Series C (Kentucky Utilities Company Project) (hereinafter referred to as the “2002 Series C Bonds”) pursuant to the Indenture;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Company and the Auction Agent covenant and agree as follows:

1. Definitions and Rules of Construction.

1.1 Terms Defined by Reference to the Indenture. Capitalized terms not defined herein shall have the respective meanings assigned thereto in the Indenture.

1.2 Terms Defined Herein. As used herein and in the Settlement Procedures (as defined below), the following terms shall have the following meanings, unless the context otherwise requires:

(a) “Agent Member” shall mean “DTC Participants”, as defined in the Indenture, and shall include, inter alia, trust companies, banks, brokers, dealers, clearing corporations, and certain other organizations that are direct or indirect participants or members of The Depository Trust Company (“DTC”), or if DTC or its successor or assign resigns from its functions as depository for the 2002 Series C Bonds, any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the 2002 Series C Bonds and which is selected by the Issuer, at the direction of the Company, with the consent of the Market Agent.

(b) “Auction” shall have the meaning specified in Section 2.1 hereof.

(c) “Auction Procedures” shall mean the Auction Procedures that are set forth in Section 2.16 of the Indenture.

(d) “Authorized Officer” shall mean each Vice President, Assistant Vice President and Associate of the Auction Agent assigned to its Corporate Trust and Agency Services of its Corporate Trust Department and every other officer or employee of the Auction Agent designated as an “Authorized Officer” for purposes hereof in a communication to the Company.

(e) “Authorized Company Representative” shall mean the Chairman of the Board, each Executive Officer, President, Senior Vice President, Executive Vice President, Vice President, Treasurer, Assistant Treasurer, Assistant Vice President, Assistant Secretary and every other officer or employee of the Company designated as an “Authorized Company Representative” for purposes hereof in a communication to the Auction Agent.

(f) “Broker-Dealer Agreement” shall mean each agreement between the Auction Agent and a Broker-Dealer substantially in the form attached hereto as Exhibit A.

(g) “DTC Letter” shall mean the letter agreement relating to the 2002 Series C Bonds among the Issuer, the Trustee, the Paying Agent and the Remarketing Agent, and accepted by DTC, entered into in connection with DTC’s book-entry-only system.

(h) “Existing Holder Registry” shall mean the register maintained by the Auction Agent pursuant to Section 2.2 hereof.

(i) “Issue Date” shall mean the date of original issuance of the 2002 Series C Bonds.

(j) “Settlement Procedures” shall mean the Settlement Procedures attached to the Broker-Dealer Agreement as Exhibit A thereto.

1.3 Rules of Construction. Unless the context or use indicates another or different meaning or intent, the following rules shall apply to the construction of this Agreement:

(a) words importing the singular number shall include the plural number and vice versa;

(b) the captions and headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect;

(c) the words “hereof,” “herein,” “hereto,” “hereby”, “hereunder” and other words of similar import refer to this Agreement as a whole; and

(d) all references herein to a particular time of day shall be to New York City time.

2. The Auction.

2.1 Purpose; Incorporation by Reference of Auction Procedures and Settlement Procedures.

(a) The Indenture provides that the interest rate on the 2002 Series C Bonds for each Auction Period after the initial Auction Period, except as provided in Section 2.16 thereof, shall equal the interest rate per annum that an Auction Agent appointed by the Company advises results from implementation of the Auction Procedures; provided that such interest rate shall not exceed the Maximum Dutch Auction Rate, as defined in the Indenture and in every event shall not exceed 14% per annum. The Issuer (or the Company for subsequent appointments), has duly appointed Deutsche Bank Trust Company Americas as Auction Agent for purposes of the Auction Procedures and to perform such other obligations and duties as are herein set forth. The Auction Agent hereby accepts such appointment and agrees that, on each Auction Date, it will follow each of the procedures set forth in this Section 2 and the Auction Procedures for the purpose of, among other things, determining the Dutch Auction Rates for each Auction Period (other than the initial Auction Period). Each periodic operation of such procedures is hereinafter referred to as an “Auction.”

(b) All of the provisions contained in the Auction Procedures and the Settlement Procedures are incorporated herein by reference in their entirety and shall be deemed to be a part hereof to the same extent as if such provisions were fully set forth herein.

2.2 Preparation for Each Auction; Maintenance of Registry of Existing Holders.

(a) (i) The Auction Agent shall maintain a current registry of persons, compiled as described below, owning 2002 Series C Bonds that bear interest at a Dutch Auction Rate (such registry being herein called the “Existing Holder Registry”). Such persons shall constitute the Existing Holders for purposes of each Auction. The Auction Agent shall indicate in the Existing Holder Registry the identity of the respective Broker-Dealer of each Existing Holder, if any, on whose behalf such Broker-Dealer submitted the most recent Order in any Auction which resulted in such Existing Holder continuing to hold or purchasing a 2002 Series C Bond. Each of Salomon Smith Barney Inc. and Banc of America Securities LLC, as initial Broker-Dealers, are required, pursuant to the Broker-Dealer Agreements, to provide or cause to be provided to the Auction Agent on the Issue Date a list of the initial Existing Holders. The Auction Agent may conclusively rely upon, as evidence of the identities of the Existing Holders, such list, the results of each Auction and notices from any Existing Holder, the Agent Member of any Existing Holder or the Broker-Dealer of any Existing Holder as described in the first sentence of

Section 2.2(a)(iii) hereof, and notices from the Broker-Dealers as described in Section 2.2(a)(v).

(ii) The Company shall notify the Auction Agent in writing when any notice of redemption or mandatory tender is sent to DTC as Holder of 2002 Series C Bonds not later than 11:00 a.m. on the date such notice is sent. In the event the Auction Agent receives from the Company written notice of any partial redemption or mandatory tender of any 2002 Series C Bonds, the Auction Agent shall, at least three Business Days prior to the redemption date or tender date with respect to such 2002 Series C Bonds, request DTC to notify the Auction Agent of the identities of the Agent Members (and the respective principal amounts) from the accounts of which 2002 Series C Bonds have been called for redemption or mandatory tender and the person or department at such Agent Member to contact regarding such redemption or mandatory tender and, at least two Business Days prior to the redemption date or tender date with respect to 2002 Series C Bonds being partially redeemed or called for tender, the Auction Agent shall request each Agent Member so identified to disclose to the Auction Agent (upon selection by such Agent Member of the Existing Holders whose 2002 Series C Bonds are to be redeemed or tendered) the aggregate principal amount of such 2002 Series C Bonds of each such Existing Holder, if any, to be redeemed by the Issuer or tendered; provided the Auction Agent has been furnished with the accurate name and telephone number of a person or department at such Agent Member from which it is to request such information. In the absence of receiving any such information with respect to an Existing Holder, from such Existing Holder's Agent Member or otherwise, the Auction Agent may continue to treat such Existing Holder as the beneficial owner of the principal amount of 2002 Series C Bonds shown in the Existing Holder Registry.

(iii) The Auction Agent shall register in the Existing Holder Registry a transfer of 2002 Series C Bonds only if (A) such transfer is pursuant to an Auction or (B) if such transfer is made other than pursuant to an Auction, the Auction Agent has been notified in writing in a notice substantially in the form of Exhibit C to the Broker-Dealer Agreement, by the Existing Holder, the Broker-Dealer or an Agent Member of such Existing Holder or Broker-Dealer, of such transfer. The Auction Agent may, in its discretion, but shall not be required to accept any notice of transfer delivered prior to an Auction unless it is received by the Auction Agent by 3:00 p.m. on the Business Day next preceding the applicable Auction Date. The Auction Agent shall rescind a transfer made on the Existing Holder Registry if the Auction Agent has been notified in writing by the Agent Member or the Broker-Dealer of any person that (i) purchased any 2002 Series C Bonds and the seller failed to deliver such 2002 Series C Bonds or (ii) sold any 2002 Series C Bonds and the purchaser failed to make payment to such person upon delivery to the purchaser of such 2002 Series C Bonds.

(iv) Not later than 12:00 Noon on the Business Day preceding each Auction Date, the Auction Agent shall notify the Broker-Dealers of the aggregate principal amount of 2002 Series C Bonds by telecopy or other similar means; provided that the

Auction Agent shall not be required to deliver such notice if there is no change in the amount of such 2002 Series C Bonds from the immediately preceding notice.

(v) The Auction Agent may, but shall not be required to, request that the Broker-Dealers, as set forth in their respective Broker-Dealer Agreements, provide the Auction Agent with a list of their respective customers that such Broker-Dealers believe are Existing Holders of 2002 Series C Bonds. The Auction Agent shall keep confidential any such information and shall not disclose any such information so provided to any person other than the relevant Broker-Dealer, the Issuer and the Company, provided that the Auction Agent reserves the right to disclose any such information if (a) it is ordered by a court of competent jurisdiction or by a regulatory, judicial or quasi-judicial agency having the authority to compel such disclosure, (b) it is advised by its counsel that its failure to do so would be unlawful or (c) would impose upon the Auction Agent any actual or potential loss, claim, damage, liability, or expense for which it has not received indemnity satisfactory to it.

(vi) In the event that any day that is scheduled to be an Auction Date shall be changed after the Auction Agent shall have given the notice referred to in clause (vii) of paragraph (a) of the Settlement Procedures, the Auction Agent, by such means as the Auction Agent deems practicable, shall give notice of such change to the Broker-Dealers not later than 9:15 a.m. on the earlier of the new Auction Date or the original Auction Date.

2.3 Minimum and Maximum Dutch Auction Rates.

(a) On the date hereof, the Applicable Percentage is 150% and the ratings assigned to the 2002 Series C Bonds by Moody's and S&P are Aaa and AAA, respectively. If there is any change in the ratings assigned to the 2002 Series C Bonds by Moody's or S&P (or substitute or successor rating agencies) which results in a change to the Applicable Percentage after the date of this Agreement or if the Applicable Percentage is adjusted by the Market Agent in accordance with Section 2.16(a)(iii) of the Indenture, the Market Agent shall notify the Auction Agent in writing of such change in the Applicable Percentage prior to 9:00 a.m. on the Auction Date next succeeding such change. In determining the Maximum Dutch Auction Rate on any Auction Date as set forth in Section 2.3(b)(i) hereof, the Auction Agent shall be entitled to conclusively rely on the Applicable Percentage of which it has most recently received notice from the Market Agent (or, in the absence of such notice, the Applicable Percentage set forth in the first sentence of this paragraph (a)).

(b)(i) On each Auction Date, the Auction Agent shall determine the Thirty-Day 'AA' Composite Commercial Paper Rate, the No-Auction Rate, the Minimum Dutch Auction Rate and the Maximum Dutch Auction Rate. Not later than 9:30 a.m. on each Auction Date, the Market Agent shall notify the Auction Agent by telephone of the Index for use by the Auction Agent in connection with such determination. Not later than 10:00 a.m. on each Auction Date, the Auction Agent shall notify the Company and the

Broker-Dealer of the Minimum Dutch Auction Rate and the Maximum Dutch Auction Rate so determined and the Thirty-Day 'AA' Composite Commercial Paper Rate or the Index, as the case may be, used to make such determination.

(ii) Upon the occurrence of a Failure to Deposit, the Trustee shall deliver to the Auction Agent the notice specified in Section 2.17(a) of the Indenture. Auctions will be suspended and the interest rate on the 2002 Series C Bonds for each subsequent Auction Period commencing after the occurrence of such Failure to Deposit to and including the subsequent Auction Period, if any, during which, or commencing less than two Business Days after, such Failure to Deposit is cured in accordance with the Indenture will equal the Overdue Rate as determined by the Trustee on the first day of such subsequent Auction Period as provided in the Indenture. The interest rate on the 2002 Series C Bonds for each subsequent Auction Period commencing at least two Business Days after any cure of any Failure to Deposit shall be determined through implementation of the Auction Procedures.

(iii) If the ownership of the 2002 Series C Bonds is no longer maintained in book-entry form by DTC, no further Auctions will be held and the interest rate on the 2002 Series C Bonds for each subsequent Auction Period commencing after delivery of 2002 Series C Bond certificates will equal the Maximum Dutch Auction Rate as determined by the Company on the Business Day immediately preceding the first day of such Auction Period as provided in the Indenture.

(iv) If the Thirty-Day 'AA' Composite Commercial Paper Rate is not quoted on an interest basis but is quoted on a discount basis, the Auction Agent shall convert the quoted rate to an interest equivalent, as set forth in the definition of Thirty-Day 'AA' Composite Commercial Paper Rate in Article I of the Indenture; or, if the rate obtained by the Auction Agent is not quoted on an interest or discount basis, the Auction Agent shall convert the quoted rate to an interest rate after consultation with the Company as to the method of such conversion.

(v) If the Thirty-Day 'AA' Composite Commercial Paper Rate is to be based on rates supplied by the Commercial Paper Dealer and the Commercial Paper Dealer shall not provide a quotation for the determination of the Thirty-Day 'AA' Composite Commercial Paper Rate, the Auction Agent shall immediately notify the Company so that the Company can determine whether to select the Substitute Commercial Paper Dealer to provide the quotation or quotations not being supplied by the Commercial Paper Dealer. The Company shall promptly advise the Auction Agent of any such selection.

2.4 Auction Schedule. The Auction Agent shall conduct Auctions in accordance with the schedule set forth below. Such schedule may be changed by the Auction Agent with the consent of the Company, which consent shall not be unreasonably withheld or delayed. The Auction Agent shall give notice of any such change to each Broker-Dealer. Such notice shall be given prior to the first Auction Date on which any such change shall be effective.

Time	Event
By 9:30 a.m.	Market Agent provides Auction Agent with the Index.
By 10:00 a.m.	Auction Agent advises the Company and the Broker-Dealers of the Minimum Dutch Auction Rate, the Maximum Dutch Auction Rate and Thirty-Day 'AA' Composite Commercial Paper Rate or Index, as the case may be, used in determining such rates as set forth in <u>Section 2.16(a)</u> of the Indenture.
9:30 a.m.-1:00 p.m. (11:00 a.m. in the case of a daily Auction Period)	Auction Agent assembles information communicated to it by Broker-Dealer as provided in <u>Section 2.16(d)</u> of the Indenture. Submission Deadline is 1:00 p.m. (11:00 a.m. in the case of a daily Auction Period).
Not earlier than 1:00 p.m. (11:30 a.m. in the case of a daily Auction Period)	Auction Agent makes determinations pursuant to <u>Section 2.16(e)(i)</u> of the Indenture.
By approximately 3:00 p.m. but not later than the close of business (by 12:00 Noon in the case of a daily Auction Period)	Auction Agent advises the Company of the results of Auction as provided in <u>Section 2.16(e)(ii)</u> of the Indenture and of the Dutch Auction Rate for the next Auction Period. Submitted Bids and Submitted Sell Orders are accepted and rejected in whole or in part and 2002 Series C Bonds are allocated as provided in <u>Section 2.16(f)</u> of the Indenture. Auction Agent gives notice of Auction results as set forth in <u>Section 2.4(a)</u> hereof.

The Auction Agent shall follow the notification procedures set forth in paragraph (a) of the Settlement Procedures set forth in the Broker-Dealer Agreement, attached hereto as Exhibit A.

2.5 Changes in Applicable Percentages pursuant to Section 2.16(a)(iii) of the Indenture.

(a) The Auction Agent shall deliver any notice delivered to it pursuant to Section 2.16(a)(iii) of the Indenture to the Existing Holders within two Business Days of its receipt thereof.

(b) The Auction Agent shall deliver any such notice delivered to it pursuant to Section 2.16(a)(iii) of the Indenture to the Broker-Dealers not later than 3:00 p.m. on the Business Day on which it receives such certificate.

2.6 Notice of Fee Change. If the Auction Agent and the Company agree to a change in the fee arrangements set forth in Section 5.4 hereof or the Company determines to change the Broker-Dealer Fee Rate pursuant to the terms of Section 5.5(b) hereof, the Auction Agent shall deliver a notice of fee change to the Broker-Dealers within two Business Days of such change, substantially in the form of Exhibit B attached hereto.

2.7 Notices to Existing Holders. The Auction Agent shall be entitled to conclusively rely upon the address of each Existing Holder as such address is delivered by such Existing Holder or such Existing Holder's Broker-Dealer or Agent Member in connection with any notice to Existing Holders required to be given by the Auction Agent pursuant to this Section 2.

2.8 Failure to Deposit; Events of Default.

(a) If the Auction Agent shall have received a notice from the Trustee that a Failure to Deposit or an Event of Default shall have occurred, the Auction Agent shall deliver a notice of such event to the Broker-Dealers on the next succeeding Business Day it receives the same by telecopy or other similar means.

(b) The Auction Agent shall deliver a copy of any notice received by it from the Trustee to the effect that a Failure to Deposit has occurred or been cured to the Broker-Dealers on the Business Day following its receipt thereof by telecopy or other similar means.

(c) The Auction Agent shall deliver a copy of any notice received by it from the Trustee to the effect that an Event of Default has occurred to the Broker-Dealers on the Business Day following the receipt thereof by telecopy or other similar means.

(d) The Auction Agent shall deliver a copy of any notice received by it from the Trustee to the effect that an Event of Default has been cured or waived to the Broker-Dealers on the Business Day following its receipt thereof by telecopy or other similar means.

2.9 Broker-Dealer.

(a) The Auction Agent, on the Issue Date, shall enter into a Broker-Dealer Agreement with each of Salomon Smith Barney Inc. and Banc of America Securities LLC, as initial Broker-Dealers. The Auction Agent may, thereafter, with the consent of the Company, enter into a Broker-Dealer Agreement with any person who requests to be selected to act as a Broker-Dealer. The Auction Agent shall have entered into a Broker-Dealer Agreement with each Broker-Dealer prior to the participation of any such Broker-Dealer in any Auction. The Auction Agent shall not be required to enter into a Broker-Dealer Agreement with any Broker-Dealer within seven days of any Auction Date unless prior thereto it shall have received a signed copy of such Broker-Dealer Agreement from a Broker-Dealer reasonably acceptable to the Auction Agent.

(b) The Auction Agent shall terminate any Broker-Dealer Agreement as set forth therein if so directed by the Company.

2.10 Access to and Maintenance of Auction Records. The Auction Agent shall afford to the Company, its agents, independent public accountants and counsel, access at reasonable times during normal business hours to review and make extracts or copies (at the Company's sole cost and expense) of all books, records, documents and other information concerning the conduct and results of Auctions. The Auction Agent shall maintain records relating to any Auction for a period of two years after such Auction (unless requested by the Company to maintain such records for such longer period not in excess of six years, then for such longer period), and such records shall, in reasonable detail, accurately and fairly reflect the actions taken by the Auction Agent hereunder. The Company agrees to keep any information regarding the customers of any Broker-Dealer received from the Auction Agent in connection with this Agreement or any Auction confidential and shall not disclose such information or permit the disclosure of such information without the prior written consent of the applicable Broker-Dealer to anyone except such agent, accountant or counsel engaged to audit or review the results of Auctions as permitted by this Section 2.10. Any such agent, accountant or counsel, before having access to such information, shall agree to keep such information confidential and not to disclose such information or permit disclosure of such information without the prior written consent of the applicable Broker-Dealer, except as may otherwise be required by law. The Auction Agent shall not be responsible or liable for any actions of the Company or its respective agents, accountants or counsel for disclosure of confidential information as a result of such access.

3. Membership in DTC.

As of the date hereof, the Auction Agent is a member of, or participant in, DTC. The Auction Agent will provide the Company with notice at least 90 days prior to the date, if any, on which it shall resign as a member of, or participant in, DTC.

4. Representations and Warranties. The Company represents and warrants that:

(i) this Agreement has been duly and validly authorized, executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company;

(ii) neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this Agreement will conflict with, violate or result in a breach of, the terms, conditions or provisions of, or constitute a default under any law or regulation, any order or decree of any court or public authority having jurisdiction over the Company, or, to the knowledge of the officer executing this Agreement, any mortgage, indenture, contract, agreement or undertaking to which the Company is a party or by which it is bound; and

(iii) all approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over the Company that would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Company of its obligations under this Agreement have been obtained.

5. The Auction Agent.

5.1 Duties and Responsibilities.

(a) The Auction Agent is acting solely as agent for the Company hereunder and owes no fiduciary duties to any person by reason of this Agreement and, except as otherwise stated herein, no implied duties, fiduciary or otherwise, shall be read into this Agreement.

(b) The Auction Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and the Indenture, and no implied covenants or obligations shall be read into this Agreement or the Indenture against the Auction Agent by reason of any offering materials used in connection with the sale of the 2002 Series C Bonds or otherwise.

(c) In the absence of bad faith or negligence on its part, the Auction Agent shall not be liable for any action taken, suffered or omitted or for any error of judgment made by it in the performance of its duties under this Agreement. The Auction Agent shall not be liable for any error of judgment made in good faith unless the Auction Agent shall have been negligent in ascertaining (or failing to ascertain) the pertinent facts. In no event shall the Auction Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profit), even if the Auction Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(d) The Auction Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions or utilities; computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental actions; it being understood that the Auction Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

5.2 Rights of the Auction Agent.

(a) The Auction Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon any communication authorized hereby and upon any written instruction, notice, request, direction, consent, report, certificate, bond certificate or other instrument, paper or document reasonably believed by it to be genuine. The Auction Agent shall not be liable for acting upon any telephone communication authorized hereby which the Auction Agent believes in good faith to have been given by the Company or by a Broker-Dealer or by their duly designated or appointed agents or representatives. The Auction Agent may record telephone communications with the Company or with the Broker-Dealers or both.

(b) The Auction Agent may consult with counsel of its choice, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Auction Agent shall not be required to advance, expend or risk its own funds or otherwise incur or become exposed to financial liability in the performance of its duties hereunder.

(d) The Auction Agent shall have no obligation or liability in respect of the registration or exemption therefrom of the 2002 Series C Bonds under federal or state securities laws in respect of the sufficiency or the conformity of any transfer of the 2002 Series C Bonds to the terms of the Agreement, the Broker-Dealer Agreements, the Indenture or any other document contemplated thereby.

5.3 Auction Agent's Disclaimer. The Auction Agent makes no representation as to the validity or adequacy of the 2002 Series C Bonds, the Indenture or any offering materials used in connection with the sale of the 2002 Series C Bonds.

5.4 Compensation of the Auction Agent. The Company and the Auction Agent acknowledge and agree that the Auction Agent shall be entitled to compensation for its services rendered hereunder as Auction Agent pursuant to that certain fee letter dated September 13, 2002

from the Auction Agent to the Company, as such fee letter may be supplemented in writing from time to time by the Auction Agent and the Company.

5.5 Compensation of the Broker-Dealer.

(a) On the initial Interest Payment Date, the Broker-Dealers shall be entitled to receive a fee in an amount equal to the product of (i) 0.25 of 1% per annum times (ii) a fraction, the numerator of which is the number of days in the initial Auction Period and the denominator of which is 360 days, times (iii) the aggregate principal amount of Outstanding 2002 Series C Bonds on the Closing Date. This fee shall be payable by the Company solely out of amounts received by the Auction Agent in accordance with Section 5.5(c) hereof.

(b) After the initial Interest Payment Date, on the Interest Payment Date immediately following each Auction Date with respect to the immediately preceding Auction Period, the Broker-Dealers shall be entitled to receive a fee for all services rendered by them under the Broker-Dealer Agreements with respect to the Auction held on such Auction Date in an amount equal to the product of (i) the Broker-Dealer Fee Rate times (ii) a fraction, the numerator of which is the number of days in the Auction Period immediately following such Auction Date and the denominator of which is 360 days, times (iii) the aggregate principal amount of Outstanding 2002 Series C Bonds at the close of business on the Regular Record Date immediately preceding such Auction Date (the "Broker-Dealer Fee"). The Broker-Dealer Fee shall be payable by the Company solely out of amounts received by the Auction Agent in accordance with Section 5.5(d) hereof. The initial Broker-Dealer Fee Rate shall be 0.25 of 1% per annum. The Auction Agent shall advise the Company at least annually, at the Company's request, of its view of the prevailing rate received by Broker-Dealer for rendering comparable services to others. If the then current Broker-Dealer Fee Rate is not, in the opinion of the Auction Agent, the prevailing rate, the Broker-Dealers may request that the Company change the Broker-Dealer Fee Rate so that it equals such prevailing rate for the next succeeding Auction Period. If the Company changes the Broker-Dealer Fee Rate pursuant to the terms hereof, the Company shall notify the Auction Agent thereof. Any change in the Broker-Dealer Fee Rate shall be effective on the Auction Date next succeeding such change.

(c) On the initial Interest Payment Date, the Company shall pay to the Auction Agent an aggregate amount equal to the amounts payable to the Broker-Dealers pursuant to Section 5.5(a) hereof. The Auction Agent shall pay to the Broker-Dealers the amount payable to each Broker-Dealer as set forth in Section 2.5(a) of any Broker-Dealer Agreement. The Company agrees to take such actions as the Auction Agent may reasonably request to give effect to this Section 5.5(c).

(d) After the initial Interest Payment Date, on the Interest Payment Date immediately following each Auction Date with respect to the immediately preceding Auction Period, the Company shall pay to the Auction Agent an amount equal to the

Broker-Dealer Fee payable with respect to such Auction Date. The Auction Agent shall pay to the Broker-Dealers the Broker-Dealer Fee applicable to any Broker-Dealer as set forth in Section 2.5(b) of each Broker-Dealer Agreement. The Company agrees to take such actions as the Auction Agent may reasonably request to give effect to this Section 5.5(d).

5.6 Indemnification of Auction Agent. The Company shall indemnify and hold harmless the Auction Agent for and against any loss, liability or expense incurred without negligence or bad faith on the Auction Agent's part, arising out of or in connection with its agency under this Agreement and the Broker-Dealer Agreements, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and thereunder and of enforcing this indemnification provision.

6. Miscellaneous.

6.1 Term of Agreement.

(a) This Agreement shall terminate on the earlier of (i) the date when the 2002 Series C Bonds are no longer Outstanding and (ii) the date on which this Agreement is terminated in accordance with this Section 6.1. The Company may terminate this Agreement in accordance with Section 11.04 of the Indenture. The Auction Agent may terminate this Agreement upon written notice to the Company, the Trustee, the Issuer and the Market Agent on the date specified in such notice, which date shall be no earlier than 45 days after the date of delivery of such notice or 30 days if the Auction Agent has not received payment of amounts due to it under Sections 5.4 and 5.6. Notwithstanding the foregoing, the provisions of Section 2 shall terminate upon the delivery of certificates representing the 2002 Series C Bonds pursuant to Section 2.16(g) of the Indenture.

(b) Except as otherwise provided in this Section 6.1(b), the respective rights and duties of the Company and the Auction Agent under this Agreement shall cease upon termination of this Agreement. The representations, warranties, covenants and obligations of the Company to the Auction Agent under Section 4 and Section 5.4 shall survive the termination of this Agreement. Upon termination of this Agreement, the Auction Agent shall at the Company's request, (i) promptly deliver to the Company copies of all books and records maintained by it in connection with its duties hereunder and (ii) promptly transfer to the Company or any successor auction agent any funds deposited by the Company with the Auction Agent pursuant to this Agreement which have not previously been distributed by the Auction Agent in accordance with this Agreement.

6.2 Communications. Except for (i) communications authorized to be made by telephone pursuant to this Agreement or the Auction Procedures and (ii) communications in connection with Auctions (other than those expressly required to be in writing), all notices, requests and other communications to any party hereunder shall be in writing (including

6.5 Amendment; Waiver.

(a) This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by a written instrument signed by a duly authorized representative of the party to be charged.

(b) Failure of either party hereto to exercise any right or remedy hereunder in the event of a breach hereof by the other party shall not constitute a waiver of any such right or remedy with respect to any subsequent breach.

6.6 Successor and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of each of the Company and the Auction Agent. This Agreement may not be assigned by either party hereto absent the prior written consent of the other party, which consent shall not be unreasonably withheld.

6.7 Severability. If any clause, provision or section hereof shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof.

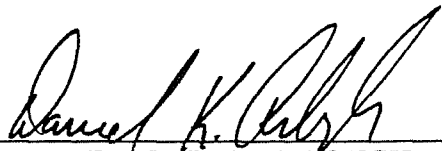
6.8 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in said State without regard to the conflicts of law principles thereof.

(remainder of page left blank intentionally)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

KENTUCKY UTILITIES COMPANY

By 
DANIEL K. ARBOUGH
Treasurer

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Auction Agent

By _____
(Name)

(Title)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

KENTUCKY UTILITIES COMPANY

By _____
DANIEL K. ARBOUGH
Treasurer

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Auction Agent

By *Lisa McDermid*
Lisa McDermid
Associate

EXHIBIT A

**COUNTY OF CARROLL, KENTUCKY
\$96,000,000
POLLUTION CONTROL REVENUE BONDS, 2002 SERIES C
(KENTUCKY UTILITIES COMPANY PROJECT)**

BROKER-DEALER AGREEMENT

This Broker-Dealer Agreement dated as of September 1, 2002 between DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation (together with its successors and assigns, the “Auction Agent”), as agent of Kentucky Utilities Company, a Kentucky and Virginia corporation (the “Company”), is entered into pursuant to authority granted to it in the Auction Agent Agreement dated as of September 1, 2002 (the “Auction Agent Agreement”) between the Company and the Auction Agent, and BANC OF AMERICA SECURITIES LLC (together with its successors and assigns, the “BD”).

WHEREAS, the County of Carroll, Kentucky (the “Issuer”) has issued \$96,000,000 aggregate principal amount of its Pollution Control Revenue Bonds, 2002 Series C (Kentucky Utilities Company Project) (the “Bonds”) pursuant to an Indenture of Trust dated as of July 1, 2002 between the Issuer and Deutsche Bank Trust Company Americas, as trustee (the “Indenture”);

WHEREAS, the Indenture provides that the interest rate on the Bonds for each Auction Period after the initial Auction Period shall, except under certain conditions and subject to a maximum interest rate of the Maximum Dutch Auction Rate, as defined in the Indenture and in every event not exceeding 14% per annum, equal the rate per annum that the Auction Agent advises results from implementation of the Auction Procedures and pursuant to Section 2.9(a) of the Auction Agent Agreement, the Company has requested and directed the Auction Agent to execute and deliver this Broker-Dealer Agreement; and

WHEREAS, the Auction Procedures require the participation of one or more Broker-Dealers;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Auction Agent, as agent of the Company, and BD agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Terms Defined by Reference to the Indenture.

Capitalized terms not defined herein shall have the respective meanings assigned thereto in the Indenture or the Auction Agent Agreement (as defined below), as applicable.

1.2 Terms Defined Herein.

As used herein and in the Settlement Procedures (as defined below), the following terms shall have the following meanings, unless the context otherwise requires:

(a) “Auction” shall have the meaning specified in Section 2.1 hereof.

(b) “Auction Agent Agreement” shall mean the Auction Agent Agreement dated as of September 1, 2002 between the Company and the Auction Agent relating to the Bonds.

(c) “Auction Procedures” shall mean the Auction Procedures that are set forth in Section 2.16 of the Indenture.

(d) “Authorized Officer” shall mean each Senior Vice President, Vice President, Assistant Vice President and Associate of the Auction Agent assigned to its Corporate Trust and Agency Services of its Corporate Trust Department and every other officer or employee of the Auction Agent designated as an “Authorized Officer” for purposes of this Agreement in a communication to BD.

(e) “BD Officer” shall mean each officer or employee of BD designated as a “BD Officer” for purposes of this Agreement in a communication to the Auction Agent.

(f) “Broker-Dealer Agreement” or “Agreement” shall mean this Agreement and any substantially similar agreement between the Auction Agent and a Broker-Dealer.

(g) “Settlement Procedures” shall mean the Settlement Procedures attached hereto as Exhibit A.

1.3 Rules of Construction.

Unless the context or use indicates another or different meaning or intent, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) The words “hereof,” “herein,” “hereto,” and other words of similar import refer to this Agreement as a whole.

(d) All references herein to a particular time of day shall be to New York City time.

1.4 Warranties of BD. BD hereby represents and warrants that this Broker-Dealer Agreement has been duly authorized, executed and delivered by BD and that, assuming the due authorization, execution and delivery hereof by the Auction Agent, this Broker-Dealer Agreement constitutes a valid and binding agreement of BD, enforceable against it in accordance with its terms.

ARTICLE II

THE AUCTION

2.1 Purpose; Incorporation by Reference of Auction Procedures and Settlement Procedures.

(a) On each Auction Date, the provisions of the Auction Procedures will be followed by the Auction Agent for the purpose of determining the Dutch Auction Rate for the next Auction Period. Each periodic operation of such procedures is hereinafter referred to as an “Auction.”

(b) All of the provisions contained in the Auction Procedures and the Settlement Procedures are incorporated herein by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions were fully set forth herein.

(c) BD agrees to act as, and assumes the obligations of and limitations and restrictions placed upon, a Broker-Dealer under this Agreement. BD understands that other persons meeting the requirements specified in the definition of “Broker-Dealer” contained in Article I of the Indenture may execute a Broker-Dealer Agreement and participate as Broker-Dealer in Auctions.

(d) BD and other Broker-Dealers may participate in Auctions for their own accounts. However, the Company may by notice to BD and all other Broker-Dealers prohibit all Broker-Dealers from submitting Bids in Auctions for their own accounts, provided that Broker-Dealers may continue to submit Hold Orders and Sell Orders. The Auction Agent shall have no duty or liability with respect to the enforcement of this Section 2.1(d).

2.2 Preparation for Each Auction.

(a) Not later than 9:30 a.m. on each Auction Date for the Bonds, the Market Agent shall notify the Auction Agent of the Index, as provided in the Auction Agent Agreement. Not later than 10:00 a.m. on each Auction Date for the Bonds, the Auction Agent shall advise BD by telephone of the Minimum Dutch Auction Rate, the Maximum Dutch Auction Rate and the Thirty-Day 'AA' Composite Commercial Paper Rate or the Index, as the case may be, used in determining such rates.

(b) In the event that the Auction Date for any Auction shall be changed after the Auction Agent has given the notice referred to in clause (vii) of paragraph (a) of the Settlement Procedures, the Auction Agent, by such means as the Auction Agent deems practicable, shall give notice of such change to BD not later than the earlier of 9:15 a.m. on the new Auction Date and 9:15 a.m. on the old Auction Date. Thereafter, BD shall promptly notify customers of BD that BD believes are Existing Holders of such change in the Auction Date.

(c) The Auction Agent from time to time may, but need not, request BD to provide it with a list of the respective customers BD believes are Existing Holders. BD shall comply with any such request, and the Auction Agent shall keep confidential any such information, including information received as to the identity of Bidders in any Auction, and shall not disclose any such information so provided to any person other than the Company, the Issuer and BD; provided, however, that the Auction Agent reserves the right and is authorized to disclose any such information if it is ordered to do so by a court of competent jurisdiction or a regulatory body, judicial or quasi-judicial agency or authority having the authority to compel such disclosure.

(d) Not later than 3:00 P.M. on the Record Date preceding each Auction Date, the Auction Agent shall notify BD of any change in the aggregate principal amount of Bonds, as of the opening of business on such Record Date by delivering a notice to BD by telecopy or other electronic communication acceptable to the parties.

2.3 Auction Schedule; Method of Submission of Orders.

(a) The Auction Agent shall conduct Auctions for the Bonds in accordance with the schedule set forth below. Such schedule may be changed at any time by the Auction Agent with the consent of the Company, which consent shall not be unreasonably withheld or delayed. The Auction Agent shall give notice of any such change to BD. Such notice shall be given prior to the first Auction Date on which any such change shall be effective.

Time	Event
By 9:30 a.m.	Market Agent provides Auction Agent with the Index.
By 10:00 a.m.	Auction Agent advises the Company and the Broker-Dealer of the Minimum Dutch Auction Rate, the Maximum Dutch Auction Rate and Thirty-Day 'AA' Composite Commercial Paper Rate or Index, as the case may be, used in determining such rates as set forth in <u>Section 2.16(a)</u> of the Indenture.
9:30 a.m.-1:00 p.m. (11:00 a.m. in the case of a daily Auction Period)	Auction Agent assembles information communicated to it by Broker-Dealer as provided in <u>Section 2.16(d)</u> of the Indenture. Submission Deadline is 1:00 p.m. (11:00 a.m. in the case of a daily Auction Period).
Not earlier than 1:00 p.m. (11:30 a.m. in the case of a daily Auction Period)	Auction Agent makes determinations pursuant to <u>Section 2.16(e)(i)</u> of the Indenture.
By approximately 3:00 p.m. but not later than the close of business (by 12:00 Noon in the case of a daily Auction Period)	Auction Agent advises the Company of the results of Auction as provided in <u>Section 2.16(e)(ii)</u> of the Indenture and of the Dutch Auction Rate for the next Auction Period. Submitted Bids and Submitted Sell Orders are accepted and rejected in whole or in part and Bonds are allocated as provided in <u>Section 2.16(f)</u> of the Indenture. Auction Agent gives notice of Auction results as set forth in <u>Section 2.4(a)</u> hereof.

(b) BD shall submit Orders to the Auction Agent in writing substantially in the form attached hereto as Exhibit B. BD shall submit separate Orders to the Auction Agent for each Potential Holder or Existing Holder on whose behalf BD is submitting an Order and shall not net or aggregate the Orders of Potential Holders or Existing Holders on whose behalf BD is submitting Orders.

(c) BD shall deliver to the Auction Agent (i) a written notice, substantially in the form attached hereto as Exhibit C, of transfers of Bonds, made through BD by an Existing Holder to another person other than pursuant to an Auction, and (ii) a written notice, substantially in the form attached hereto as Exhibit D, of the failure of any Bonds to be transferred to or by any person that purchased or sold Bonds through BD pursuant to an Auction. The Auction Agent is not required to accept any notice delivered pursuant

to the terms of the foregoing sentence with respect to an Auction unless it is received by the Auction Agent by 3:00 p.m. on the Business Day next preceding the applicable Auction Date.

(d) BD agrees to handle its customers' Orders in accordance with its duties under applicable securities laws and rules.

(e) BD agrees, for the purpose of implementing the Auctions (and thereby achieving the lowest possible interest rate on the Bonds), to contact Potential Holders, including Persons that are not Existing Holders, prior to the Submission Deadline on each Auction Date to determine the principal amount of Bonds, if any, that each such Potential Holder offers to purchase if the rate determined by the Auction Procedures for the next succeeding Auction Period is not less than the rate per annum requested by such Potential Holder. BD further agrees, upon request, to deliver a copy of the Auction Procedures and other relevant documents prepared for the purpose of disclosure to Potential Holders by the Issuer and the Company relating to the Bonds to each Potential Holder prior to such Potential Holder's participation in any Auction.

2.4 Notices.

(a) On each Auction Date, the Auction Agent shall notify BD by telephone of the results of the Auction as set forth in paragraph (a) of the Settlement Procedures. The Auction Agent shall as promptly as reasonably practicable thereafter notify BD in writing of the disposition of all Orders submitted by BD in the Auction held on such Auction Date.

(b) BD shall notify each Existing Holder or Potential Holder on whose behalf BD has submitted an Order as set forth in paragraph (b) of the Settlement Procedures and take such other action as is required of BD pursuant to the Settlement Procedures.

(c) The Auction Agent shall promptly deliver to BD after receipt, all notices and certificates which the Auction Agent is required to deliver to BD pursuant to Section 2 of the Auction Agent Agreement at the times and in the manner set forth in the Auction Agent Agreement.

2.5 Service Charge to Be Paid to BD.

(a) On the initial Interest Payment Date, the Auction Agent shall pay to BD from moneys received from the Company pursuant to Section 5.5(c) of the Auction Agent Agreement an amount equal to the product of (i) a fraction, the numerator of which is the number of days in the initial Auction Period and the denominator of which is 360, times (ii) 0.25 of 1% per annum times (iii) the aggregate principal amount of the Bonds placed by BD on the Issue Date as set forth in the list of the initial Existing Holders delivered to the Auction Agent pursuant to Section 2.2 (a)(i) of the Auction Agent Agreement.

(b) After the initial Interest Payment Date, on the Interest Payment Date immediately following each Auction Date with respect to the immediately preceding Auction Period, the Auction Agent shall pay to BD from moneys received from the Company pursuant to Section 5.5(d) of the Auction Agent Agreement an amount equal to the product of (i) a fraction, the numerator of which is the number of days in the Auction Period next succeeding such Auction Date and the denominator of which is 360, times (ii) the Broker-Dealer Fee Rate times (iii) (A) if an Auction was held on such Auction Date, the sum of (x) the aggregate principal amount of the Bonds placed by BD in such Auction that were (1) the subject of Submitted Bids of Existing Holders submitted by BD and continued to be held as a result of such submission and (2) the subject of Submitted Bids of Potential Holders submitted by BD and purchased as a result of such submission, (y) the aggregate principal amount of the Bonds subject to valid Hold Orders (determined in accordance with Section 2.16(d) of the Indenture) submitted to the Auction Agent by BD and (z) the aggregate principal amount of the Bonds deemed to be subject to Hold Orders by Existing Holders pursuant to Section 2.16(d) of the Indenture that were acquired by such Existing Holders through BD, or (B) if an Auction was not held on such Auction Date, the aggregate principal amount of the Bonds that were acquired by Existing Holders through BD. For purposes of subclauses (iii)(A)(z) and (iii)(B) of the foregoing sentence, if any Existing Holder who acquired Bonds through BD transfers those Bonds to another person other than pursuant to an Auction, then the Broker-Dealer for the Bonds so transferred shall continue to be BD; provided, however, that if the transfer was effected by, or if the transferee is, a Broker-Dealer other than BD, then such Broker-Dealer shall be the Broker-Dealer for such Bonds.

2.6 Settlement.

(a) If any Existing Holder on whose behalf BD has submitted a Bid or Sell Order for Bonds that was accepted in whole or in part fails to instruct its Agent Member to deliver the Bonds subject to such Bid or Sell Order against payment therefor, BD shall instruct such Agent Member to deliver such Bonds against payment therefor and BD may deliver to the Potential Holder on whose behalf BD submitted a Bid that was accepted in whole or in part a principal amount of the Bonds that is less than the principal amount of the Bonds specified in such Bid to be purchased by such Potential Holder. Notwithstanding the foregoing terms of this Section, any delivery or non-delivery of Bonds which represents any departure from the results of an Auction, as determined by the Auction Agent, shall be of no effect unless and until the Auction Agent shall have been notified of such delivery or non-delivery in accordance with the terms of Section 2.3(c) hereof. The Auction Agent shall have no duty or liability with respect to enforcement of this Section 2.6(a).

(b) None of the Auction Agent, the Company or the Issuer shall have any responsibility or liability with respect to the failure of an Existing Holder, a Potential Holder or an Agent Member or any of them to deliver Bonds or to pay for Bonds sold or purchased pursuant to the Auction Procedures or otherwise.

ARTICLE III

THE AUCTION AGENT

3.1 Duties and Responsibilities.

(a) The Auction Agent is acting solely as agent for the Company hereunder and owes no fiduciary duties to any other Person by reason of this Agreement.

(b) The Auction Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Auction Agent.

(c) In the absence of bad faith or negligence on its part, the Auction Agent shall not be liable for any action taken, suffered, or omitted or for any error of judgment made by it in the performance of its duties under this Agreement. The Auction Agent shall not be liable for any error of judgment made in good faith unless the Auction Agent shall have been negligent in ascertaining (or failing to ascertain) the pertinent facts.

3.2 Rights of the Auction Agent.

(a) The Auction Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon any communication authorized by this Agreement and upon any written instruction, notice, request, direction, consent, report, certificate, share certificate or other instrument, paper or document believed by it to be genuine. The Auction Agent shall not be liable for acting upon any telephone communication authorized by this Agreement which the Auction Agent believes in good faith to have been given by the Company or by a Broker-Dealer. The Auction Agent may record telephone communications with the Broker-Dealer.

(b) The Auction Agent may consult with counsel of its own choice, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Auction Agent shall not be required to advance, expend or risk its own funds or otherwise incur or become exposed to financial liability in the performance of its duties hereunder.

(d) The Auction Agent may perform its duties and exercise its rights hereunder either directly or by or through agents or attorneys.

ARTICLE IV

MISCELLANEOUS

4.1 Termination. Any party may terminate this Agreement at any time upon five days' prior notice to the other party; provided, however, that if BD is Banc of Americas Securities LLC, neither BD nor the Auction Agent may terminate this Agreement without first obtaining prior written consent of the Company of such termination, which consent shall not be unreasonably withheld. This Agreement shall automatically terminate upon the termination of the Auction Agent Agreement.

4.2 Agent Member. BD is, and shall remain for the term of this Agreement, a member of, or participant in, DTC (or an affiliate of such a member or participant).

4.3 Communications. Except for (i) communications authorized to be made by telephone pursuant to this Agreement or the Auction Procedures and (ii) communications in connection with the Auctions (other than those expressly required to be in writing), all notices, requests and other communications to any party hereunder shall be in writing (including facsimile or similar writing) and shall be given to such party, addressed to it, at its address or facsimile number set forth below:

If to BD, addressed: Banc of America Securities LLC
9 West 57th Street, 6th Floor
New York, New York 10019
Attention: Municipal Bond Department, Short-Term Desk
Telephone No.: (212) 847-5440
Facsimile No.: (212) 847-5961

If to the Auction Agent,
addressed: Deutsche Bank Trust Company Americas
Corporate Trust & Agency Services
c/o DB Services New Jersey, Inc.
100 Plaza One, Mail Stop 0603
Jersey City, New Jersey 07311
Attention: Auction Rate Group
Telephone No.: (201) 593-6880
Facsimile No.: (201) 593-6447

or such other address or facsimile number as such party may hereafter specify for such purpose by notice to the other party. Each such notice, request or communication shall be effective when delivered at the address specified herein. Communications shall be given on behalf of BD by a BD Officer and on behalf of the Auction Agent by an Authorized Officer. BD may record telephone communications with the Auction Agent.

4.4 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and there are no other representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof.

4.5 Benefits. Nothing in this Agreement, express or implied, shall give to any person, other than the Company, the Auction Agent and BD and their respective successors and assigns, any benefit of any legal or equitable right, remedy or claim under this Agreement.

4.6 Amendment; Waiver.

(a) This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by (i) a written instrument signed by a duly authorized representative of the party to be charged and (ii) the prior written consent of the Company, which consent shall not be unreasonably withheld.

(b) Failure of either party to this Agreement to exercise any right or remedy hereunder in the event of a breach of this Agreement by the other party shall not constitute a waiver of any such right or remedy with respect to any subsequent breach.

4.7 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of each of BD and the Auction Agent. This Agreement may not be assigned by either party hereto absent the prior written consent of the other party; provided, however, that this Agreement may be assigned by the Auction Agent to a successor Auction Agent selected by the Company without the consent of BD.

4.8 Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any remaining clause, provision or section hereof.

4.9 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE V

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in said State.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Auction Agent

By _____
(Name)

(Title)

BANC OF AMERICA SECURITIES LLC,
as Broker-Dealer

By _____
(Name)

(Title)

EXHIBIT A to
Broker-Dealer Agreement

SETTLEMENT PROCEDURES

(a) Not later than 3:00 p.m. but not later than the close of business (by 12:00 Noon in the case of a daily Auction Period), New York City time, on each Auction Date, the Auction Agent shall notify by telephone each Broker-Dealer that participated in the Auction held on such Auction Date and submitted an Order on behalf of an Existing Holder or Potential Holder of:

(i) the Dutch Auction Rate fixed for the next Auction Period;

(ii) whether there were Sufficient Clearing Bids in such Auction;

(iii) if such Broker-Dealer (a "Seller's Broker-Dealer") submitted a Bid or a Sell Order on behalf of an Existing Holder, whether such Bid was accepted or rejected, in whole or in part, and the principal amount of Bonds, if any, to be sold by such Existing Holder;

(iv) if such Broker-Dealer (a "Buyer's Broker-Dealer") submitted a Bid on behalf of a Potential Holder, whether such Bid was accepted or rejected, in whole or in part, and the principal amount of Bonds, if any, to be purchased by such Potential Holder;

(v) if the aggregate principal amount of Bonds to be sold by all Existing Holders on whose behalf such Broker-Dealer submitted a Bid or a Sell Order exceeds the aggregate principal amount of Bonds to be purchased by all Potential Holders on whose behalf such Broker-Dealer submitted a Bid, the name or names of one or more Buyer's Broker-Dealer (and the name of the Agent Member, if any, of each such Buyer's Broker-Dealer) acting for one or more purchasers of such excess principal amount of Bonds and the principal amount of Bonds to be purchased from one or more Existing Holders on whose behalf such Broker-Dealer acted by one or more Potential Holders on whose behalf each of such Buyer's Broker-Dealer acted;

(vi) if the principal amount of Bonds to be purchased by all Potential Holders on whose behalf such Broker-Dealer submitted a Bid exceeds the principal amount of Bonds to be sold by all Existing Holders on whose behalf such Broker-Dealer submitted a Bid or a Sell Order, the name or names of one or more Seller's Broker-Dealers (and the name of the Agent Member, if any, of each such Seller's Broker-Dealer) acting for one or more sellers of such excess principal amount of Bonds and the principal amount of Bonds to be sold to one or more Potential Holders on whose behalf such Broker-Dealer acted by one or more Existing Holders on whose behalf each of such Seller's Broker-Dealers acted; and

(vii) the Auction Date for the next succeeding Auction.

(b) On each Auction Date, each Broker-Dealer that submitted an Order on behalf of any Existing Holder or Potential Holder shall:

(i) advise each Existing Holder and Potential Holder on whose behalf such Broker-Dealer submitted a Bid or Sell Order in the Auction on such Auction Date whether such Bid or Sell Order was accepted or rejected, in whole or in part;

(ii) in the case of a Broker-Dealer that is a Buyer's Broker-Dealer, advise each Potential Holder on whose behalf such Broker-Dealer submitted a Bid that was accepted, in whole or in part, to instruct such Potential Holder's Agent Member to pay to such Broker-Dealer (or its Agent Member) through the Securities Depository the amount necessary to purchase the principal amount of Bonds to be purchased pursuant to such Bid against receipt of such Bonds;

(iii) in the case of a Broker-Dealer that is a Seller's Broker-Dealer, instruct each Existing Holder on whose behalf such Broker-Dealer submitted a Sell Order that was accepted, in whole or in part, or a Bid that was accepted, in whole or in part, to instruct such Existing Holder's Agent Member to deliver to such Broker-Dealer (or its Agent Member) through the Securities Depository the principal amount of Bonds to be sold pursuant to such Order against payment therefor;

(iv) advise each Existing Holder on whose behalf such Broker-Dealer submitted an Order and each Potential Holder on whose behalf such Broker-Dealer submitted a Bid of the Dutch Auction Rate for the next Auction Period;

(v) advise each Existing Holder on whose behalf such Broker-Dealer submitted an Order of the next Auction Date; and

(vi) advise each Potential Holder on whose behalf such Broker-Dealer submitted a Bid that was accepted, in whole or in part, of the next Auction Date.

(c) On the basis of the information provided to it pursuant to paragraph (a) above, each Broker-Dealer that submitted a Bid or Sell order in an Auction is required to allocate any funds received by it in connection with such Auction pursuant to paragraph (b)(ii) above, and any Bonds received by it in connection with such Auction pursuant to paragraph (b)(iii) above among the Potential Holders, if any, on whose behalf such Broker-Dealer submitted Bids, the Existing Holders, if any, on whose behalf such Broker-Dealer submitted Bids or Sell Orders in such Auction, and any Broker-Dealer identified to it by the Auction Agent following such Auction pursuant to paragraph (a)(v) or (a)(vi) above.

(d) On each Auction Date:

(i) each Potential Holder and Existing Holder with an Order in the Auction on such Auction Date shall instruct its Agent Member as provided in paragraph (b)(ii) or (iii) above, as the case may be;

(ii) each Seller's Broker-Dealer that is not an Agent Member of DTC shall instruct its Agent Member to (A) pay through DTC to the Agent Member of the Existing Holder delivering Bonds to such Broker-Dealer following such Auction pursuant to paragraph (b)(iii) above the amount necessary to purchase such Bonds against receipt of such Bonds, and (B) deliver such Bonds through DTC to a Buyer's Broker-Dealer (or its Agent Member) identified to such Seller's Broker-Dealer pursuant to paragraph (a)(v) above against payment therefor; and

(iii) each Buyer's Broker-Dealer that is not an Agent Member of DTC shall instruct its Agent Member to (A) pay through DTC to a Seller's Broker-Dealer (or its Agent Member) identified following such Auction pursuant to paragraph (a)(vi) above the amount necessary to purchase the Bonds to be purchased pursuant to paragraph (b)(ii) above against receipt of such Bonds, and (B) deliver such Bonds through DTC to the Agent Member of the purchaser thereof against payment therefor.

(e) On the Business Day following each Auction Date:

(i) each Agent Member for a Bidder in the Auction on such Auction Date referred to in paragraph (d)(i) above shall instruct DTC to execute the transactions described under paragraph (b)(ii) or (iii) above for such Auction, and DTC shall execute such transactions;

(ii) each Seller's Broker-Dealer or its Agent Member shall instruct DTC to execute the transactions described in paragraph (d)(ii) above for such Auction, and DTC shall execute such transactions; and

(iii) each Buyer's Broker-Dealer or its Agent Member shall instruct DTC to execute the transactions described in paragraph (d)(iii) above for such Auction, and DTC shall execute such transactions.

(f) If an Existing Holder selling Bonds in an Auction fails to deliver such Bonds (by authorized book-entry), a Broker-Dealer may deliver to the Potential Holder on behalf of which it submitted a Bid that was accepted a principal amount of Bonds that is less than the principal amount of Bonds that otherwise was to be purchased by such Potential Holder. In such event, the principal amount of Bonds to be delivered shall be determined solely by such Broker-Dealer. Delivery of such lesser principal amount of Bonds shall constitute good delivery.

Notwithstanding the foregoing terms of this paragraph (f), any delivery or non-delivery of Bonds which shall represent any departure from the results of an Auction, as determined by the Auction Agent, shall be of no effect unless and until the Auction Agent shall have been notified of such delivery or non-delivery in accordance with the provisions of the Auction Agent Agreement and the Broker-Dealer Agreements.

EXHIBIT B to
Broker-Dealer Agreement

(Submit only one Order on this Order Form)

\$96,000,000
County of Carroll, Kentucky
Pollution Control Revenue Bonds, 2002 Series C
(Kentucky Utilities Company Project)

ORDER FORM

To:

Date of Auction: _____

The undersigned Broker-Dealer submits the following Order on behalf of the Bidder listed below:

Name of Bidder: _____

Bidder placed the Order listed below covering the principal amount indicated (complete only one blank):

\$ _____ principal amount now held by Bidder (an Existing Holder), and the Order is a (check one):

- Hold Order; or
- Bid at a rate of _____ %; or
- Sell Order;

-- or --

\$ _____ principal amount not now held by Bidder (a Potential Holder), and the Order is a Bid at a rate of _____ %

Name of Broker-Dealer:

By: _____

Notes:

- (1) If submitting more than one Order for one Bidder, use additional Order Forms.
- (2) If one or more orders covering in the aggregate more than the outstanding principal amount of the Bonds held by any Existing Holder are submitted, such Orders shall be considered valid in the order of priority set forth in the Auction Procedures.
- (3) A Hold Order may be placed only by an Existing Holder covering a principal amount of the Bonds not greater than the principal amount currently held by such Existing Holder.
- (4) Potential Holders may make Bids only, each of which must specify a rate. If more than one Bid is submitted on behalf of any Potential Holder, each Bid submitted shall be a separate Bid with the rate specified.
- (5) Bids may contain no more than three figures to the right of the decimal point (.001 of 1%).
- (6) An Order must be submitted in whole units of \$25,000.

EXHIBIT C to
Broker-Dealer Agreement

(To be used only for transfers made other than pursuant to an Auction)

\$96,000,000
County of Carroll, Kentucky
Pollution Control Revenue Bonds, 2002 Series C
(Kentucky Utilities Company Project)

TRANSFER FORM

We are (check one):

- the Existing Holder named below; or
- the Broker-Dealer for such Existing Holder; or
- the Agent Member for such Existing Holder.

We hereby notify you that such Existing Holder has transferred \$ _____* of
Bonds to _____.

(Name of Existing Holder)

(Name of Broker-Dealer)

(Name of Agent Member)

By: _____
Name: _____
Title: _____

* Bonds may only be transferred in units of \$25,000.

EXHIBIT D to
Broker-Dealer Agreement

(To be used only for failures to deliver Bonds sold pursuant to an Auction)

\$96,000,000
County of Carroll, Kentucky
Pollution Control Revenue Bonds, 2002 Series C
(Kentucky Utilities Company Project)

NOTICE OF A FAILURE TO DELIVER

We hereby notify you that (check one) --

Complete either I. or II.

I. We are a Broker-Dealer for _____ (the "Purchaser"),
which purchased \$ _____ of the Bonds** in the Auction held on _____
from the seller of such Bonds, who failed to deliver such Bonds to the Purchaser.

II. We are a Broker-Dealer for _____ (the "Seller"),
which sold \$ _____ to the purchaser of such Bonds, who failed to make payment
to the Seller upon delivery of such Bonds.

By: _____
Name: _____
Title: _____

257827.2

** Bonds may only be transferred in units of \$25,000.

COUNTY OF CARROLL, KENTUCKY
\$96,000,000
POLLUTION CONTROL REVENUE BONDS, 2002 SERIES C
(KENTUCKY UTILITIES COMPANY PROJECT)

BROKER-DEALER AGREEMENT

This Broker-Dealer Agreement dated as of September 1, 2002 between DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation (together with its successors and assigns, the "Auction Agent"), as agent of Kentucky Utilities Company, a Kentucky and Virginia corporation (the "Company"), is entered into pursuant to authority granted to it in the Auction Agent Agreement dated as of September 1, 2002 (the "Auction Agent Agreement") between the Company and the Auction Agent, and SALOMON SMITH BARNEY INC. (together with its successors and assigns, the "BD").

WHEREAS, the County of Carroll, Kentucky (the "Issuer") has issued \$96,000,000 aggregate principal amount of its Pollution Control Revenue Bonds, 2002 Series C (Kentucky Utilities Company Project) (the "Bonds") pursuant to an Indenture of Trust dated as of July 1, 2002 between the Issuer and Deutsche Bank Trust Company Americas, as trustee (the "Indenture");

WHEREAS, the Indenture provides that the interest rate on the Bonds for each Auction Period after the initial Auction Period shall, except under certain conditions and subject to a maximum interest rate of the Maximum Dutch Auction Rate, as defined in the Indenture and in every event not exceeding 14% per annum, equal the rate per annum that the Auction Agent advises results from implementation of the Auction Procedures and pursuant to Section 2.9(a) of the Auction Agent Agreement, the Company has requested and directed the Auction Agent to execute and deliver this Broker-Dealer Agreement; and

WHEREAS, the Auction Procedures require the participation of one or more Broker-Dealers;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Auction Agent, as agent of the Company, and BD agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Terms Defined by Reference to the Indenture.

Capitalized terms not defined herein shall have the respective meanings assigned thereto in the Indenture or the Auction Agent Agreement (as defined below), as applicable.

1.2 Terms Defined Herein.

As used herein and in the Settlement Procedures (as defined below), the following terms shall have the following meanings, unless the context otherwise requires:

(a) “Auction” shall have the meaning specified in Section 2.1 hereof.

(b) “Auction Agent Agreement” shall mean the Auction Agent Agreement dated as of September 1, 2002 between the Company and the Auction Agent relating to the Bonds.

(c) “Auction Procedures” shall mean the Auction Procedures that are set forth in Section 2.16 of the Indenture.

(d) “Authorized Officer” shall mean each Senior Vice President, Vice President, Assistant Vice President and Associate of the Auction Agent assigned to its Corporate Trust and Agency Services of its Corporate Trust Department and every other officer or employee of the Auction Agent designated as an “Authorized Officer” for purposes of this Agreement in a communication to BD.

(e) “BD Officer” shall mean each officer or employee of BD designated as a “BD Officer” for purposes of this Agreement in a communication to the Auction Agent.

(f) “Broker-Dealer Agreement” or “Agreement” shall mean this Agreement and any substantially similar agreement between the Auction Agent and a Broker-Dealer.

(g) “Settlement Procedures” shall mean the Settlement Procedures attached hereto as Exhibit A.

1.3 Rules of Construction.

Unless the context or use indicates another or different meaning or intent, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) The words “hereof,” “herein,” “hereto,” and other words of similar import refer to this Agreement as a whole.

(d) All references herein to a particular time of day shall be to New York City time.

1.4 Warranties of BD. BD hereby represents and warrants that this Broker-Dealer Agreement has been duly authorized, executed and delivered by BD and that, assuming the due authorization, execution and delivery hereof by the Auction Agent, this Broker-Dealer Agreement constitutes a valid and binding agreement of BD, enforceable against it in accordance with its terms.

ARTICLE II

THE AUCTION

2.1 Purpose; Incorporation by Reference of Auction Procedures and Settlement Procedures.

(a) On each Auction Date, the provisions of the Auction Procedures will be followed by the Auction Agent for the purpose of determining the Dutch Auction Rate for the next Auction Period. Each periodic operation of such procedures is hereinafter referred to as an “Auction.”

(b) All of the provisions contained in the Auction Procedures and the Settlement Procedures are incorporated herein by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions were fully set forth herein.

(c) BD agrees to act as, and assumes the obligations of and limitations and restrictions placed upon, a Broker-Dealer under this Agreement. BD understands that other persons meeting the requirements specified in the definition of “Broker-Dealer” contained in Article I of the Indenture may execute a Broker-Dealer Agreement and participate as Broker-Dealer in Auctions. If BD is Salomon Smith Barney Inc., BD also agrees to act as, and assumes the obligations of and limitations and restrictions placed upon, the initial Market Agent under the Indenture and the Auction Agent Agreement.

(d) BD and other Broker-Dealers may participate in Auctions for their own accounts. However, the Company may by notice to BD and all other Broker-Dealers prohibit all Broker-Dealers from submitting Bids in Auctions for their own accounts, provided that Broker-Dealers may continue to submit Hold Orders and Sell Orders. The

Auction Agent shall have no duty or liability with respect to the enforcement of this Section 2.1(d).

2.2 Preparation for Each Auction.

(a) Not later than 9:30 a.m. on each Auction Date for the Bonds, the Market Agent shall notify the Auction Agent of the Index, as provided in the Auction Agent Agreement. Not later than 10:00 a.m. on each Auction Date for the Bonds, the Auction Agent shall advise BD by telephone of the Minimum Dutch Auction Rate, the Maximum Dutch Auction Rate and the Thirty-Day 'AA' Composite Commercial Paper Rate or the Index, as the case may be, used in determining such rates.

(b) In the event that the Auction Date for any Auction shall be changed after the Auction Agent has given the notice referred to in clause (vii) of paragraph (a) of the Settlement Procedures, the Auction Agent, by such means as the Auction Agent deems practicable, shall give notice of such change to BD not later than the earlier of 9:15 a.m. on the new Auction Date and 9:15 a.m. on the old Auction Date. Thereafter, BD shall promptly notify customers of BD that BD believes are Existing Holders of such change in the Auction Date.

(c) The Auction Agent from time to time may, but need not, request BD to provide it with a list of the respective customers BD believes are Existing Holders. BD shall comply with any such request, and the Auction Agent shall keep confidential any such information, including information received as to the identity of Bidders in any Auction, and shall not disclose any such information so provided to any person other than the Company, the Issuer and BD; provided, however, that the Auction Agent reserves the right and is authorized to disclose any such information if it is ordered to do so by a court of competent jurisdiction or a regulatory body, judicial or quasi-judicial agency or authority having the authority to compel such disclosure.

(d) Not later than 3:00 P.M. on the Record Date preceding each Auction Date, the Auction Agent shall notify BD of any change in the aggregate principal amount of Bonds, as of the opening of business on such Record Date by delivering a notice to BD by telecopy or other electronic communication acceptable to the parties.

2.3 Auction Schedule; Method of Submission of Orders.

(a) The Auction Agent shall conduct Auctions for the Bonds in accordance with the schedule set forth below. Such schedule may be changed at any time by the Auction Agent with the consent of the Company, which consent shall not be unreasonably withheld or delayed. The Auction Agent shall give notice of any such change to BD. Such notice shall be given prior to the first Auction Date on which any such change shall be effective.

Time	Event
By 9:30 a.m.	Market Agent provides Auction Agent with the Index.
By 10:00 a.m.	Auction Agent advises the Company and the Broker-Dealer of the Minimum Dutch Auction Rate, the Maximum Dutch Auction Rate and Thirty-Day 'AA' Composite Commercial Paper Rate or Index, as the case may be, used in determining such rates as set forth in <u>Section 2.16(a)</u> of the Indenture.
9:30 a.m.-1:00 p.m. (11:00 a.m. in the case of a daily Auction Period)	Auction Agent assembles information communicated to it by Broker-Dealer as provided in <u>Section 2.16(d)</u> of the Indenture. Submission Deadline is 1:00 p.m. (11:00 a.m. in the case of a daily Auction Period).
Not earlier than 1:00 p.m. (11:30 a.m. in the case of a daily Auction Period)	Auction Agent makes determinations pursuant to <u>Section 2.16(e)(i)</u> of the Indenture.
By approximately 3:00 p.m. but not later than the close of business (by 12:00 Noon in the case of a daily Auction Period)	Auction Agent advises the Company of the results of Auction as provided in <u>Section 2.16(e)(ii)</u> of the Indenture and of the Dutch Auction Rate for the next Auction Period. Submitted Bids and Submitted Sell Orders are accepted and rejected in whole or in part and Bonds are allocated as provided in <u>Section 2.16(f)</u> of the Indenture. Auction Agent gives notice of Auction results as set forth in <u>Section 2.4(a)</u> hereof.

(b) BD shall submit Orders to the Auction Agent in writing substantially in the form attached hereto as Exhibit B. BD shall submit separate Orders to the Auction Agent for each Potential Holder or Existing Holder on whose behalf BD is submitting an Order and shall not net or aggregate the Orders of Potential Holders or Existing Holders on whose behalf BD is submitting Orders.

(c) BD shall deliver to the Auction Agent (i) a written notice, substantially in the form attached hereto as Exhibit C, of transfers of Bonds, made through BD by an Existing Holder to another person other than pursuant to an Auction, and (ii) a written notice, substantially in the form attached hereto as Exhibit D, of the failure of any Bonds to be transferred to or by any person that purchased or sold Bonds through BD pursuant to an Auction. The Auction Agent is not required to accept any notice delivered pursuant

to the terms of the foregoing sentence with respect to an Auction unless it is received by the Auction Agent by 3:00 p.m. on the Business Day next preceding the applicable Auction Date.

(d) BD agrees to handle its customers' Orders in accordance with its duties under applicable securities laws and rules.

(e) BD agrees, for the purpose of implementing the Auctions (and thereby achieving the lowest possible interest rate on the Bonds), to contact Potential Holders, including Persons that are not Existing Holders, prior to the Submission Deadline on each Auction Date to determine the principal amount of Bonds, if any, that each such Potential Holder offers to purchase if the rate determined by the Auction Procedures for the next succeeding Auction Period is not less than the rate per annum requested by such Potential Holder. BD further agrees, upon request, to deliver a copy of the Auction Procedures and other relevant documents prepared for the purpose of disclosure to Potential Holders by the Issuer and the Company relating to the Bonds to each Potential Holder prior to such Potential Holder's participation in any Auction.

2.4 Notices.

(a) On each Auction Date, the Auction Agent shall notify BD by telephone of the results of the Auction as set forth in paragraph (a) of the Settlement Procedures. The Auction Agent shall as promptly as reasonably practicable thereafter notify BD in writing of the disposition of all Orders submitted by BD in the Auction held on such Auction Date.

(b) BD shall notify each Existing Holder or Potential Holder on whose behalf BD has submitted an Order as set forth in paragraph (b) of the Settlement Procedures and take such other action as is required of BD pursuant to the Settlement Procedures.

(c) The Auction Agent shall promptly deliver to BD after receipt, all notices and certificates which the Auction Agent is required to deliver to BD pursuant to Section 2 of the Auction Agent Agreement at the times and in the manner set forth in the Auction Agent Agreement.

2.5 Service Charge to Be Paid to BD.

(a) On the initial Interest Payment Date, the Auction Agent shall pay to BD from moneys received from the Company pursuant to Section 5.5(c) of the Auction Agent Agreement an amount equal to the product of (i) a fraction, the numerator of which is the number of days in the initial Auction Period and the denominator of which is 360, times (ii) 0.25 of 1% per annum times (iii) the aggregate principal amount of the Bonds placed by BD on the Issue Date as set forth in the list of the initial Existing Holders delivered to the Auction Agent pursuant to Section 2.2 (a)(i) of the Auction Agent Agreement.

(b) After the initial Interest Payment Date, on the Interest Payment Date immediately following each Auction Date with respect to the immediately preceding Auction Period, the Auction Agent shall pay to BD from moneys received from the Company pursuant to Section 5.5(d) of the Auction Agent Agreement an amount equal to the product of (i) a fraction, the numerator of which is the number of days in the Auction Period next succeeding such Auction Date and the denominator of which is 360, times (ii) the Broker-Dealer Fee Rate times (iii) (A) if an Auction was held on such Auction Date, the sum of (x) the aggregate principal amount of the Bonds placed by BD in such Auction that were (1) the subject of Submitted Bids of Existing Holders submitted by BD and continued to be held as a result of such submission and (2) the subject of Submitted Bids of Potential Holders submitted by BD and purchased as a result of such submission, (y) the aggregate principal amount of the Bonds subject to valid Hold Orders (determined in accordance with Section 2.16(d) of the Indenture) submitted to the Auction Agent by BD and (z) the aggregate principal amount of the Bonds deemed to be subject to Hold Orders by Existing Holders pursuant to Section 2.16(d) of the Indenture that were acquired by such Existing Holders through BD, or (B) if an Auction was not held on such Auction Date, the aggregate principal amount of the Bonds that were acquired by Existing Holders through BD. For purposes of subclauses (iii)(A)(z) and (iii)(B) of the foregoing sentence, if any Existing Holder who acquired Bonds through BD transfers those Bonds to another person other than pursuant to an Auction, then the Broker-Dealer for the Bonds so transferred shall continue to be BD; provided, however, that if the transfer was effected by, or if the transferee is, a Broker-Dealer other than BD, then such Broker-Dealer shall be the Broker-Dealer for such Bonds.

2.6 Settlement.

(a) If any Existing Holder on whose behalf BD has submitted a Bid or Sell Order for Bonds that was accepted in whole or in part fails to instruct its Agent Member to deliver the Bonds subject to such Bid or Sell Order against payment therefor, BD shall instruct such Agent Member to deliver such Bonds against payment therefor and BD may deliver to the Potential Holder on whose behalf BD submitted a Bid that was accepted in whole or in part a principal amount of the Bonds that is less than the principal amount of the Bonds specified in such Bid to be purchased by such Potential Holder. Notwithstanding the foregoing terms of this Section, any delivery or non-delivery of Bonds which represents any departure from the results of an Auction, as determined by the Auction Agent, shall be of no effect unless and until the Auction Agent shall have been notified of such delivery or non-delivery in accordance with the terms of Section 2.3(c) hereof. The Auction Agent shall have no duty or liability with respect to enforcement of this Section 2.6(a).

(b) None of the Auction Agent, the Company or the Issuer shall have any responsibility or liability with respect to the failure of an Existing Holder, a Potential Holder or an Agent Member or any of them to deliver Bonds or to pay for Bonds sold or purchased pursuant to the Auction Procedures or otherwise.

ARTICLE III

THE AUCTION AGENT

3.1 Duties and Responsibilities.

(a) The Auction Agent is acting solely as agent for the Company hereunder and owes no fiduciary duties to any other Person by reason of this Agreement.

(b) The Auction Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Auction Agent.

(c) In the absence of bad faith or negligence on its part, the Auction Agent shall not be liable for any action taken, suffered, or omitted or for any error of judgment made by it in the performance of its duties under this Agreement. The Auction Agent shall not be liable for any error of judgment made in good faith unless the Auction Agent shall have been negligent in ascertaining (or failing to ascertain) the pertinent facts.

3.2 Rights of the Auction Agent.

(a) The Auction Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon any communication authorized by this Agreement and upon any written instruction, notice, request, direction, consent, report, certificate, share certificate or other instrument, paper or document believed by it to be genuine. The Auction Agent shall not be liable for acting upon any telephone communication authorized by this Agreement which the Auction Agent believes in good faith to have been given by the Company or by a Broker-Dealer. The Auction Agent may record telephone communications with the Broker-Dealer.

(b) The Auction Agent may consult with counsel of its own choice, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Auction Agent shall not be required to advance, expend or risk its own funds or otherwise incur or become exposed to financial liability in the performance of its duties hereunder.

(d) The Auction Agent may perform its duties and exercise its rights hereunder either directly or by or through agents or attorneys.

ARTICLE IV

MISCELLANEOUS

4.1 Termination. Any party may terminate this Agreement at any time upon five days' prior notice to the other party; provided, however, that if BD is Salomon Smith Barney Inc., neither BD nor the Auction Agent may terminate this Agreement without first obtaining prior written consent of the Company of such termination, which consent shall not be unreasonably withheld. This Agreement shall automatically terminate upon the termination of the Auction Agent Agreement.

4.2 Agent Member. BD is, and shall remain for the term of this Agreement, a member of, or participant in, DTC (or an affiliate of such a member or participant).

4.3 Communications. Except for (i) communications authorized to be made by telephone pursuant to this Agreement or the Auction Procedures and (ii) communications in connection with the Auctions (other than those expressly required to be in writing), all notices, requests and other communications to any party hereunder shall be in writing (including facsimile or similar writing) and shall be given to such party, addressed to it, at its address or facsimile number set forth below:

If to BD, addressed: Salomon Smith Barney Inc.
390 Greenwich Street
New York, New York 10013
Attention: Manager, Short Term Trading & Sales
Telephone No.: (212) 723-7082
Facsimile No.: (212) 723-8809

If to the Auction Agent,
addressed: Deutsche Bank Trust Company Americas
Corporate Trust & Agency Services
c/o DB Services New Jersey, Inc.
100 Plaza One, Mail Stop 0603
Jersey City, New Jersey 07311
Attention: Auction Rate Group
Telephone No.: (201) 593-6880
Facsimile No.: (201) 593-6447

or such other address or facsimile number as such party may hereafter specify for such purpose by notice to the other party. Each such notice, request or communication shall be effective when delivered at the address specified herein. Communications shall be given on behalf of BD by a BD Officer and on behalf of the Auction Agent by an Authorized Officer. BD may record telephone communications with the Auction Agent.

4.4 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and there are no other representations, endorsements,

promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof.

4.5 Benefits. Nothing in this Agreement, express or implied, shall give to any person, other than the Company, the Auction Agent and BD and their respective successors and assigns, any benefit of any legal or equitable right, remedy or claim under this Agreement.

4.6 Amendment; Waiver.

(a) This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by (i) a written instrument signed by a duly authorized representative of the party to be charged and (ii) the prior written consent of the Company, which consent shall not be unreasonably withheld.

(b) Failure of either party to this Agreement to exercise any right or remedy hereunder in the event of a breach of this Agreement by the other party shall not constitute a waiver of any such right or remedy with respect to any subsequent breach.

4.7 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of each of BD and the Auction Agent. This Agreement may not be assigned by either party hereto absent the prior written consent of the other party; provided, however, that this Agreement may be assigned by the Auction Agent to a successor Auction Agent selected by the Company without the consent of BD.

4.8 Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any remaining clause, provision or section hereof.

4.9 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE V

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in said State.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Auction Agent

By _____
(Name)

(Title)

SALOMON SMITH BARNEY INC.,
as Broker-Dealer

By _____
(Name)

(Title)

EXHIBIT A to
Broker-Dealer Agreement

SETTLEMENT PROCEDURES

(a) Not later than 3:00 p.m. but not later than the close of business (by 12:00 Noon in the case of a daily Auction Period), New York City time, on each Auction Date, the Auction Agent shall notify by telephone each Broker-Dealer that participated in the Auction held on such Auction Date and submitted an Order on behalf of an Existing Holder or Potential Holder of:

(i) the Dutch Auction Rate fixed for the next Auction Period;

(ii) whether there were Sufficient Clearing Bids in such Auction;

(iii) if such Broker-Dealer (a "Seller's Broker-Dealer") submitted a Bid or a Sell Order on behalf of an Existing Holder, whether such Bid was accepted or rejected, in whole or in part, and the principal amount of Bonds, if any, to be sold by such Existing Holder;

(iv) if such Broker-Dealer (a "Buyer's Broker-Dealer") submitted a Bid on behalf of a Potential Holder, whether such Bid was accepted or rejected, in whole or in part, and the principal amount of Bonds, if any, to be purchased by such Potential Holder;

(v) if the aggregate principal amount of Bonds to be sold by all Existing Holders on whose behalf such Broker-Dealer submitted a Bid or a Sell Order exceeds the aggregate principal amount of Bonds to be purchased by all Potential Holders on whose behalf such Broker-Dealer submitted a Bid, the name or names of one or more Buyer's Broker-Dealer (and the name of the Agent Member, if any, of each such Buyer's Broker-Dealer) acting for one or more purchasers of such excess principal amount of Bonds and the principal amount of Bonds to be purchased from one or more Existing Holders on whose behalf such Broker-Dealer acted by one or more Potential Holders on whose behalf each of such Buyer's Broker-Dealer acted;

(vi) if the principal amount of Bonds to be purchased by all Potential Holders on whose behalf such Broker-Dealer submitted a Bid exceeds the principal amount of Bonds to be sold by all Existing Holders on whose behalf such Broker-Dealer submitted a Bid or a Sell Order, the name or names of one or more Seller's Broker-Dealers (and the name of the Agent Member, if any, of each such Seller's Broker-Dealer) acting for one or more sellers of such excess principal amount of Bonds and the principal amount of Bonds to be sold to one or more Potential Holders on whose behalf such Broker-Dealer acted by one or more Existing Holders on whose behalf each of such Seller's Broker-Dealers acted; and

(vii) the Auction Date for the next succeeding Auction.

(b) On each Auction Date, each Broker-Dealer that submitted an Order on behalf of any Existing Holder or Potential Holder shall:

(i) advise each Existing Holder and Potential Holder on whose behalf such Broker-Dealer submitted a Bid or Sell Order in the Auction on such Auction Date whether such Bid or Sell Order was accepted or rejected, in whole or in part;

(ii) in the case of a Broker-Dealer that is a Buyer's Broker-Dealer, advise each Potential Holder on whose behalf such Broker-Dealer submitted a Bid that was accepted, in whole or in part, to instruct such Potential Holder's Agent Member to pay to such Broker-Dealer (or its Agent Member) through the Securities Depository the amount necessary to purchase the principal amount of Bonds to be purchased pursuant to such Bid against receipt of such Bonds;

(iii) in the case of a Broker-Dealer that is a Seller's Broker-Dealer, instruct each Existing Holder on whose behalf such Broker-Dealer submitted a Sell Order that was accepted, in whole or in part, or a Bid that was accepted, in whole or in part, to instruct such Existing Holder's Agent Member to deliver to such Broker-Dealer (or its Agent Member) through the Securities Depository the principal amount of Bonds to be sold pursuant to such Order against payment therefor;

(iv) advise each Existing Holder on whose behalf such Broker-Dealer submitted an Order and each Potential Holder on whose behalf such Broker-Dealer submitted a Bid of the Dutch Auction Rate for the next Auction Period;

(v) advise each Existing Holder on whose behalf such Broker-Dealer submitted an Order of the next Auction Date; and

(vi) advise each Potential Holder on whose behalf such Broker-Dealer submitted a Bid that was accepted, in whole or in part, of the next Auction Date.

(c) On the basis of the information provided to it pursuant to paragraph (a) above, each Broker-Dealer that submitted a Bid or Sell order in an Auction is required to allocate any funds received by it in connection with such Auction pursuant to paragraph (b)(ii) above, and any Bonds received by it in connection with such Auction pursuant to paragraph (b)(iii) above among the Potential Holders, if any, on whose behalf such Broker-Dealer submitted Bids, the Existing Holders, if any, on whose behalf such Broker-Dealer submitted Bids or Sell Orders in such Auction, and any Broker-Dealer identified to it by the Auction Agent following such Auction pursuant to paragraph (a)(v) or (a)(vi) above.

(d) On each Auction Date:

(i) each Potential Holder and Existing Holder with an Order in the Auction on such Auction Date shall instruct its Agent Member as provided in paragraph (b)(ii) or (iii) above, as the case may be;

(ii) each Seller's Broker-Dealer that is not an Agent Member of DTC shall instruct its Agent Member to (A) pay through DTC to the Agent Member of the Existing Holder delivering Bonds to such Broker-Dealer following such Auction pursuant to paragraph (b)(iii) above the amount necessary to purchase such Bonds against receipt of such Bonds, and (B) deliver such Bonds through DTC to a Buyer's Broker-Dealer (or its Agent Member) identified to such Seller's Broker-Dealer pursuant to paragraph (a)(v) above against payment therefor; and

(iii) each Buyer's Broker-Dealer that is not an Agent Member of DTC shall instruct its Agent Member to (A) pay through DTC to a Seller's Broker-Dealer (or its Agent Member) identified following such Auction pursuant to paragraph (a)(vi) above the amount necessary to purchase the Bonds to be purchased pursuant to paragraph (b)(ii) above against receipt of such Bonds, and (B) deliver such Bonds through DTC to the Agent Member of the purchaser thereof against payment therefor.

(e) On the Business Day following each Auction Date:

(i) each Agent Member for a Bidder in the Auction on such Auction Date referred to in paragraph (d)(i) above shall instruct DTC to execute the transactions described under paragraph (b)(ii) or (iii) above for such Auction, and DTC shall execute such transactions;

(ii) each Seller's Broker-Dealer or its Agent Member shall instruct DTC to execute the transactions described in paragraph (d)(ii) above for such Auction, and DTC shall execute such transactions; and

(iii) each Buyer's Broker-Dealer or its Agent Member shall instruct DTC to execute the transactions described in paragraph (d)(iii) above for such Auction, and DTC shall execute such transactions.

(f) If an Existing Holder selling Bonds in an Auction fails to deliver such Bonds (by authorized book-entry), a Broker-Dealer may deliver to the Potential Holder on behalf of which it submitted a Bid that was accepted a principal amount of Bonds that is less than the principal amount of Bonds that otherwise was to be purchased by such Potential Holder. In such event, the principal amount of Bonds to be delivered shall be determined solely by such Broker-Dealer. Delivery of such lesser principal amount of Bonds shall constitute good delivery.

Notwithstanding the foregoing terms of this paragraph (f), any delivery or non-delivery of Bonds which shall represent any departure from the results of an Auction, as determined by the Auction Agent, shall be of no effect unless and until the Auction Agent shall have been notified of such delivery or non-delivery in accordance with the provisions of the Auction Agent Agreement and the Broker-Dealer Agreements.

EXHIBIT B to
Broker-Dealer Agreement

(Submit only one Order on this Order Form)

\$96,000,000
County of Carroll, Kentucky
Pollution Control Revenue Bonds, 2002 Series C
(Kentucky Utilities Company Project)

ORDER FORM

To:

Date of Auction: _____

The undersigned Broker-Dealer submits the following Order on behalf of the Bidder listed below:

Name of Bidder: _____

Bidder placed the Order listed below covering the principal amount indicated (complete only one blank):

\$ _____ principal amount now held by Bidder (an Existing Holder), and the Order is a (check one):

- Hold Order; or
- Bid at a rate of _____ %; or
- Sell Order;

-- or --

\$ _____ principal amount not now held by Bidder (a Potential Holder), and the Order is a Bid at a rate of _____ %

Name of Broker-Dealer:

By: _____

Notes:

- (1) If submitting more than one Order for one Bidder, use additional Order Forms.
- (2) If one or more orders covering in the aggregate more than the outstanding principal amount of the Bonds held by any Existing Holder are submitted, such Orders shall be considered valid in the order of priority set forth in the Auction Procedures.
- (3) A Hold Order may be placed only by an Existing Holder covering a principal amount of the Bonds not greater than the principal amount currently held by such Existing Holder.
- (4) Potential Holders may make Bids only, each of which must specify a rate. If more than one Bid is submitted on behalf of any Potential Holder, each Bid submitted shall be a separate Bid with the rate specified.
- (5) Bids may contain no more than three figures to the right of the decimal point (.001 of 1%).
- (6) An Order must be submitted in whole units of \$25,000.

EXHIBIT C to
Broker-Dealer Agreement

(To be used only for transfers made other than pursuant to an Auction)

\$96,000,000
County of Carroll, Kentucky
Pollution Control Revenue Bonds, 2002 Series C
(Kentucky Utilities Company Project)

TRANSFER FORM

We are (check one):

- the Existing Holder named below; or
- the Broker-Dealer for such Existing Holder; or
- the Agent Member for such Existing Holder.

We hereby notify you that such Existing Holder has transferred \$ _____* of
Bonds to _____.

(Name of Existing Holder)

(Name of Broker-Dealer)

(Name of Agent Member)

By: _____
Name: _____
Title: _____

* Bonds may only be transferred in units of \$25,000.

EXHIBIT D to
Broker-Dealer Agreement

(To be used only for failures to deliver Bonds sold pursuant to an Auction)

\$96,000,000
County of Carroll, Kentucky
Pollution Control Revenue Bonds, 2002 Series C
(Kentucky Utilities Company Project)

NOTICE OF A FAILURE TO DELIVER

We hereby notify you that (check one) --

Complete either I. or II.

I. We are a Broker-Dealer for _____ (the "Purchaser"),
which purchased \$ _____ of the Bonds** in the Auction held on _____
from the seller of such Bonds, who failed to deliver such Bonds to the Purchaser.

II. We are a Broker-Dealer for _____ (the "Seller"),
which sold \$ _____ to the purchaser of such Bonds, who failed to make payment
to the Seller upon delivery of such Bonds.

By: _____
Name: _____
Title: _____

256234.3

** Bonds may only be transferred in units of \$25,000.

Exhibit B

NOTICE OF FEE RATE CHANGE

\$96,000,000
County of Carroll, Kentucky
Pollution Control Revenue Bonds, 2002 Series C
(Kentucky Utilities Company Project)

NOTICE IS HEREBY GIVEN that the rate at which the Auction Agent Fee/Broker-Dealer Fee accrues has been changed in accordance with Section 5.4 or 5.5(b) of the Auction Agent Agreement. The new rate at which the Auction Agent Fee/Broker-Dealer Fee accrues shall be _____ of 1% per annum and the total Service Charge Rate shall be _____ of 1% per annum.

Terms used herein have the meanings set forth in the Indenture relating to the above-referenced issue.

Deutsche Bank Trust Company Americas,
as Auction Agent

By: _____

Title: _____

Date: _____

\$50,000,000
COUNTY OF CARROLL, KENTUCKY
ENVIRONMENTAL FACILITIES REVENUE BONDS, 2004 SERIES A
(KENTUCKY UTILITIES COMPANY PROJECT)

REMARKETING AGREEMENT

This REMARKETING AGREEMENT (this "Agreement"), dated as of October 1, 2004, is by and between Kentucky Utilities Company (the "Company") and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and Morgan Stanley & Co. Incorporated ("Morgan Stanley"), and together with Merrill Lynch, the "Remarketing Agents").

The Company has requested the County of Carroll, Kentucky (the "Issuer") to issue \$50,000,000 principal amount of its Environmental Facilities Revenue Bonds, 2004 Series A (Kentucky Utilities Company Project) (the "2004 Series A Bonds") pursuant to an Indenture of Trust, dated as of October 1, 2004 (the "2004 Series A Indenture") by and between the Issuer and Wachovia Bank of Delaware, National Association, as trustee (the "Trustee"). The proceeds of the 2004 Series A Bonds will be loaned to the Company and the Company will agree to make payments sufficient to pay the principal and purchase price, premium, if any, and interest on the 2004 Series A Bonds and certain other expenses pursuant to a Loan Agreement, dated as of October 1, 2004 (the "2004 Series A Loan Agreement") by and between the Issuer and the Company. The Company will issue and deliver a series of First Mortgage Bonds pursuant to an Indenture of Mortgage, dated as of May 1, 1947, as amended and supplemented, and as further amended and supplemented by a Supplemental Indenture, dated as of October 1, 2004 between the Company and U.S. Bank National Association and Richard Prokosch, as first mortgage bond trustees, as security for the payment of principal of, premium, if any, and interest on the 2004 Series A Bonds. Each capitalized term not otherwise defined herein shall have the meaning given to such term in the 2004 Series A Indenture and the Bond Purchase Agreement in respect of the Bonds between the Issuer and Merrill Lynch and Morgan Stanley, as underwriters, dated October 19, 2004.

In consideration of the mutual promises, representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment and Acceptance. In reliance upon the representations, warranties and covenants herein contained, but subject to the terms and conditions herein set forth, each of Merrill Lynch and Morgan Stanley hereby accepts its appointment as Remarketing Agent for the 2004 Series A Bonds and hereby agrees to perform the duties and obligations imposed upon it as Remarketing Agent under the 2004 Series A Indenture and hereunder and agrees to keep such books and records with respect to its duties as Remarketing Agent under the 2004 Series A Indenture and hereunder as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Company and the Trustee at all reasonable times upon reasonable advance notice. During a Dutch Auction Rate Period, the Remarketing Agents shall approve (which approval shall not be unreasonably withheld) any

additional Broker Dealers selected by the Company. Each of Merrill Lynch and Morgan Stanley represents that it routinely engages in the remarketing of municipal securities such as the 2004 Series A Bonds and agrees that it will settle all transactions hereunder pursuant to customary industry practice.

2. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants to the Remarketing Agents that:

(a) the representations and warranties of the Company set forth in the Inducement Letter (each of which is incorporated herein by reference) are true and correct as of the date of execution hereof. The Company represents, warrants and covenants to and with the Remarketing Agents that, with respect to any remarketing of the 2004 Series A Bonds the representations, warranties and covenants contained in (i) the Inducement Letter and (ii) this Agreement (other than paragraph (b) below), shall apply to each remarketing of a 2004 Series A Bond, provided that the representations and warranties contained in paragraph (b) of the Inducement Letter shall apply to the most recent audited financial statements of the Company delivered to the Remarketing Agents and provided further, there shall be no breach by the Company under this Section 2(a) to the extent the Company has provided disclosure pursuant to its 10-K Annual Report, 10-Q Quarterly Report or 8-K Current Report, as filed with the Securities and Exchange Commission and such disclosure updates the representations and warranties set forth in the Inducement Letter. References to the Underwriters in the Inducement Letter shall be deemed to refer to the Remarketing Agents for the purposes of this Section.

All information made available to the Remarketing Agents by the Company for use in connection with the transactions contemplated by this Agreement is or will be accurate in all material respects for the purposes for which its use is or will be authorized. The Company hereby consents to the use by the Remarketing Agents of the Official Statement in connection with the solicitation of offers to purchase Beneficial Interests in the 2004 Series A Bonds by the Remarketing Agents;

(b) the representations and warranties contained in the 2004 Series A Loan Agreement with respect to the Company are true and correct as of their date, are true and correct as of the date hereof, and will be true and correct as of the initial delivery date of the 2004 Series A Bonds with the same force and effect as if expressly set forth herein;

(c) any financial statements of the Company heretofore or hereafter furnished to the Remarketing Agents or any potential purchaser of the 2004 Series A Bonds (or Beneficial Owner of the 2004 Series A Bonds) in connection with the 2004 Series A Bonds present and will present fairly the financial position of the Company as of the respective dates of such financial statements and for the respective periods covered thereby, all in conformity with generally accepted accounting principals applied on a consistent basis throughout the period involved;

(d) the Company will at all times take all appropriate action and execute all necessary documents to obtain any approvals from any governmental authority or agency which may be required for the issuance or sale of the 2004 Series A Bonds, and will not take any action which may obstruct or hinder any such governmental approval. The Company will use its commercial best efforts, when and as requested by the Remarketing Agents, to furnish information and

otherwise cooperate in qualifying the 2004 Series A Bonds for offer and sale under the securities laws of such jurisdictions as the Remarketing Agents may reasonably designate, and will make such applications and furnish such information as may be required for that purpose. The Company will, from time to time, prepare and file such statements and reports as are or may be required to continue such qualification in effect for as long a period as the Remarketing Agents may reasonably request. In connection with the foregoing, the Company shall not be required to register as a dealer or broker in any state or jurisdiction nor to execute a general consent to service of process or qualify to do business in connection with the qualification of the 2004 Series A Bonds for sale in any state or jurisdiction;

(e) any certificate signed by an authorized officer of the Company and delivered to the Issuer or the Remarketing Agents shall be deemed a representation and warranty by the Company to the Issuer or the Remarketing Agents as to the statements made therein; and

(f) the Company will immediately notify the Remarketing Agents of (i) any fact or occurrence as a result of which the Disclosure Document (as defined in Section 5 hereof) would be or become false or misleading in any material respect, (ii) any replacement of the Trustee or Paying Agent under the 2004 Series A Indenture, (iii) any event of default under the 2004 Series A Indenture or any event which, with notice or lapse of time or both, would constitute such an event of default, (iv) any change in the dates for the redemption or purchase of the 2004 Series A Bonds, (v) any new rating, any change of status or reduction in a rating, any qualification or withdrawal or any written suggestion by any of the Rating Services that it is considering a possible reduction, qualification or withdrawal in the rating of the 2004 Series A Bonds, (vi) any adverse change, or to the best knowledge of the Company, any threatened adverse change, in the federal income tax treatment of interest on the 2004 Series A Bonds by the beneficial owners thereof, (vii) the need for any opinion of Bond Counsel as to the tax status of any of the 2004 Series A Bonds, (viii) a mandatory tender, exchange or call for redemption of one or more of the 2004 Series A Bonds, (ix) any change in the Interest Rate Mode with respect to any of the 2004 Series A Bonds and (x) each material amendment, modification or supplement to the 2004 Series A Indenture.

3. Fees and Expenses. From the date of their initial issuance, the 2004 Series A Bonds will accrue interest at a Dutch Auction Rate and be subject to mandatory purchase and conversion as provided in the 2004 Series A Indenture. The 2004 Series A Bonds are not subject to purchase on demand of the owners of the 2004 Series A Bonds during this initial Rate Period. If the Bonds are subject to mandatory purchase or if the Company elects to convert the interest rate mode of the 2004 Series A Bonds to accrue interest at the Daily Rate, the Weekly Rate, the Semi-Annual Rate or the Flexible Rate, the Company shall pay each Remarketing Agent directly, as compensation for its services hereunder a fee that will be agreed to by each of the parties prior to the date of remarketing of such 2004 Series A Bonds in accordance with then prevailing market conditions. During a Dutch Auction Rate Period, the Remarketing Agents shall receive no compensation from the Company in consideration of the services to be performed by the Remarketing Agents under this Agreement and the 2004 Series A Indenture, and except during a Dutch Auction Rate Period, the Company will pay all expenses of delivering remarketed 2004 Series A Bonds and reimburse the Remarketing Agents for all direct, out-of-pocket expenses incurred by them as Remarketing Agents, including reasonable counsel fees and disbursements. The Issuer shall have no responsibility, obligation or liability with respect to any

payments hereunder. The parties anticipate that separate arrangements will be made for the remarketing of 2004 Series A Bonds accruing interest at the Annual Rate or the Long Term Rate.

4. Disclosure Document. If the Remarketing Agents reasonably determine that it is necessary or desirable to use a Disclosure Document in connection with the remarketing of the 2004 Series A Bonds, the Remarketing Agents will notify the Company and the Company will, or will use its reasonable best efforts to cause the Issuer to, provide the Remarketing Agents, at the Company's expense (including, without limitation, the fees and disbursements of counsel to the Remarketing Agents and any costs incurred in connection with the preparation, reproduction and delivery of documents), with a Disclosure Document reasonably satisfactory to the Remarketing Agents and their counsel in respect of the 2004 Series A Bonds. The Company will, or will cause the Issuer to, supply the Remarketing Agents with such number of copies of the Disclosure Document as the Remarketing Agents reasonably request from time to time. The Company will, or will cause the Issuer to, supplement and amend the Disclosure Document so that at all times during the remarketing the Disclosure Document will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in the Disclosure Document, in the light of the circumstances under which they were made, not misleading.

5. Indemnification. (a) The Company agrees to indemnify and hold harmless each of the Remarketing Agents and each of their respective directors, officers, employees and agents and each person, if any, who controls a Remarketing Agent respectively within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or Section 15 of the Securities Act of 1933, as amended (the "Securities Act"), from and against any and all losses, claims, damages, liabilities or expenses caused by any untrue statement or alleged untrue statement of a material fact contained in the Official Statement or in the Official Statement as amended, supplemented or modified (provided that, for purposes of this section, the filing of each 10-K Annual Report, 10-Q Quarterly Report or 8-K Current Report by the Company shall constitute an amendment or supplement of the Official Statement) (collectively, the "Disclosure Document"). or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by any untrue statement or omission or alleged untrue statement or alleged omission based upon information contained under the caption "SUMMARY OF THE BONDS -- Remarketing Agents" or otherwise furnished in writing to the Issuer or the Company by the Remarketing Agents expressly for use therein; provided that as to any Official Statement this indemnity agreement shall not inure to the benefit of a Remarketing Agent or to that of any person controlling a Remarketing Agent, on account of any losses, claims, damages or liabilities arising from the sale of the 2004 Series A Bonds to any person if the Remarketing Agents failed to send or give a copy of the Official Statement, as the same may be amended or supplemented, to that person at or prior to confirmation of the sale of the 2004 Series A Bonds to that person, and the untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact was corrected in the Official Statement, as amended or supplemented, unless such failure resulted from the Company's failure to furnish promptly or cause to be furnished promptly to the Remarketing Agents, without charge, as many copies of the Official Statement and any amendment or supplement thereto as the Remarketing Agents may reasonably request.

(b) The Remarketing Agents agree to indemnify and hold harmless the Company, its directors, officers and employees to the same extent as the foregoing indemnity from the Company to the Remarketing Agents, but only with reference to information relating to the Remarketing Agents contained under the caption "SUMMARY OF THE BONDS -- Remarketing Agents" or otherwise furnished in writing by the Remarketing Agents expressly for use in the Disclosure Document.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 5(a) or (b) above, such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) included both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to a conflict of interest between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction arising out of the same allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate counsel for all such indemnified parties. Such counsel shall be designated in writing by the Remarketing Agents in the case of parties indemnified pursuant to Section 5(a) and by the Company in the case of parties indemnified pursuant to Section 5(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there shall be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) If the indemnification provided for in this Section 5 is unavailable to an indemnified party under Section 5(a) or (b) above in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party in lieu of indemnifying such indemnified party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the Company, on the one hand, and of the Remarketing Agents, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations, including relative benefit. The relative fault of the Company, on the one hand, and of the Remarketing Agents, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Remarketing Agents and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the Remarketing Agents agree that it would not be just and equitable if contribution pursuant to this Section 5 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 5, the Remarketing Agents shall not be required to contribute any amount in excess of the aggregate amount of remarketing fees paid to the Remarketing Agents under Section 3 hereof. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

6. Remarketing Agents' Liabilities. No Remarketing Agent shall incur liability to the Company, the Issuer or any other party for its actions as Remarketing Agent pursuant to the terms hereof and of the 2004 Series A Indenture except for (i) the liabilities for which the Remarketing Agents have agreed to indemnify the Company and others pursuant to Section 5(b) above and (ii) its negligence or willful misconduct; provided, notwithstanding the foregoing, conduct by a Remarketing Agent in fulfilling its obligations under this Agreement will not be deemed negligent if such action complies with customary industry standard. In setting the interest rates on the 2004 Series A Bonds, the Remarketing Agents shall not be liable for any error made in good faith.

7. Termination. (a) A Remarketing Agent will resign if requested by the Company by an instrument filed with the Issuer, the Remarketing Agents, the Trustee and the Tender Agent (as these terms are used in the 2004 Series A Indenture). A Remarketing Agent may resign at any time, following 60 days' prior written notice to the Company, the Issuer, the Trustee and the Tender Agent. Following termination, the provisions of Sections 5 and 6 will continue in effect as to transactions prior to the date of termination, and each party will pay the other any amounts owing at the time of termination. The Remarketing Agents, after prior consultation with the Company, may cease remarketing and selling the 2004 Series A Bonds with immediate effect if they determine, in their reasonable judgment, that it is not advisable to attempt to remarket the 2004 Series A Bonds for any reason, including without limitation, (i) a pending or proposed change in applicable tax laws, (ii) a material adverse change in the financial condition of the Company, (iii) a banking moratorium, (iv) an outbreak or escalation of hostilities, (v) a downgrading of the rating on the 2004 Series A Bonds (including, without limitation, due to a downgrading of the rating of the Bond Insurer), (vi) an imposition of material restrictions on the 2004 Series A Bonds or similar obligations, (vii) a general suspension of trading or the fixing of minimum or maximum prices for trading on the New York Stock Exchange, or (viii) a material misstatement or omission in the Disclosure Document as then modified or supplemented. Pursuant to Section 58 of the Kentucky Revised Statutes, the Issuer has the right to remove any Remarketing Agent at any time in its sole discretion.

(b) In the event of the resignation or removal of any or all of the Remarketing Agents, the Issuer, upon the direction of the Company, shall promptly appoint a successor Remarketing Agent meeting the qualifications set forth in the 2004 Series A Indenture and such resigning or

removed Remarketing Agent shall pay over, assign and deliver any moneys and 2004 Series A Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

8. Dealing in 2004 Series A Bonds by Remarketing Agents. In carrying out their duties hereunder, the Remarketing Agents shall act solely as the agents of the owners from time to time of the 2004 Series A Bonds, and the Remarketing Agents' responsibility is limited to the use of their commercially reasonable efforts to solicit offers to purchase the 2004 Series A Bonds. Either of Merrill Lynch or Morgan Stanley, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the 2004 Series A Bonds, and may join in any action which any owner of any 2004 Series A Bond may be entitled to take with like effect as if it did not act in any capacity hereunder; however, the Remarketing Agents shall have no obligation hereunder to buy or take any position in the 2004 Series A Bonds for their own respective account. Either of Merrill Lynch and Morgan Stanley, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Company and may act as depository, trustee or agent for any committee or body of 2004 Series A Bondholders or other obligations of the Company as freely as if it did not act in any capacity hereunder.

9. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any 2004 Series A Bonds, as herein provided, shall constitute or be construed to be the extinguishment of any 2004 Series A Bond or the indebtedness represented thereby or the reissuance of any 2004 Series A Bond or the refunding of any indebtedness represented thereby.

10. Notices. Unless otherwise provided, all notices, requests, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered, if sent to the Company, to Kentucky Utilities Company, One Quality Street, Lexington, Kentucky 40507, Attention: Treasurer (with a copy to Kentucky Utilities Company, c/o LG&E Energy LLC, 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer); and if sent to the Remarketing Agents, to Merrill Lynch, Pierce, Fenner & Smith Incorporated, 4 World Financial Center, North Tower, 9th Floor, New York, New York 10080, Attention: Christopher Fink, Managing Director, and Morgan Stanley & Co. Incorporated, 1221 Avenue of the Americas, 27th Floor, New York, New York 10020, Attention: Jay Sweeney, Managing Director, each of which is hereby designated as a Remarketing Agent's principal office for the purpose of the 2004 Series A Indenture.

11. Amendments. The Company agrees not to consent to any amendment of the 2004 Series A Indenture insofar as it relates to this Agreement or the rights and duties of the Remarketing Agents without the prior written consent of the Remarketing Agents. This Agreement may not be amended except by a writing signed by each of the parties hereto.

12. Governing Law. This Agreement will be governed by the internal laws of the State of New York.

13. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other

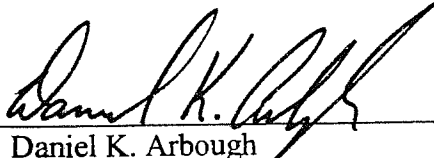
provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures appear on the immediately following page]

IN WITNESS WHEREOF, the Remarketing Agents and the Company, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Remarketing Agreement as of the date first written above.

KENTUCKY UTILITIES COMPANY

By: 
Daniel K. Arbough
Treasurer

MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED

By: _____
Christopher Fink
Managing Director

MORGAN STANLEY & CO.
INCORPORATED

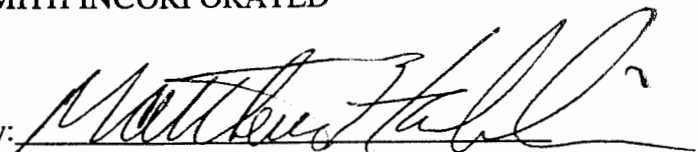
By: _____
Jay Sweeney
Managing Director

IN WITNESS WHEREOF, the Remarketing Agents and the Company, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Remarketing Agreement as of the date first written above.

KENTUCKY UTILITIES COMPANY

By: _____
Title: _____

MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED

By: 
Matthew Harblin
Vice President

MORGAN STANLEY & CO.
INCORPORATED

By: _____
Jay Sweeney
Managing Director

IN WITNESS WHEREOF, the Remarketing Agents and the Company, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Remarketing Agreement as of the date first written above.

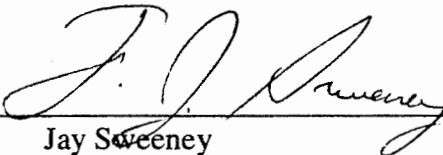
KENTUCKY UTILITIES COMPANY

By: _____
Title: _____

MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED

By: _____
Christopher Fink
Managing Director

MORGAN STANLEY & CO.
INCORPORATED

By:  _____
Jay Sweeney
Managing Director

\$50,000,000
County of Carroll, Kentucky,
Environmental Facilities Revenue Bonds,
2004 Series A
(Kentucky Utilities Company Project)
Due: October 1, 2034

REMARKETING AND BOND PURCHASE
AGREEMENT

December 16, 2008

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
4 World Financial Center, 9th Floor
New York, New York 10080

Ladies and Gentlemen:

Kentucky Utilities Company, a Kentucky and Virginia corporation (the "Company") hereby offers to enter into this Remarketing and Bond Purchase Agreement (this "Agreement") with Merrill Lynch, Pierce, Fenner & Smith Incorporated, in its capacity as initial purchaser (the "Purchaser") and its capacity as Remarketing Agent (the "Remarketing Agent") of the Bonds (as defined below), and upon your acceptance, this offer will be binding upon each of Merrill Lynch, Pierce, Fenner & Smith Incorporated and the Company. Terms capitalized but not otherwise defined herein shall have the meanings assigned thereto in the Indenture (as defined below).

RECITALS:

WHEREAS, at the request of the Company, the County of Carroll, Kentucky (the "Issuer") issued \$50,000,000 County of Carroll, Kentucky, Environmental Facilities Revenue Bonds, 2004 Series A (Kentucky Utilities Company Project) (Kentucky Utilities Company Project) (the "Bonds") on October 20, 2004 under and pursuant to an Indenture of Trust, dated as of October 1, 2004 (as amended as restated, the "Indenture") by and between the Issuer and U.S. Bank National Association, as trustee, paying agent and bond registrar (the "Trustee"),

WHEREAS, the Bonds currently to bear interest at the Weekly Rate;

WHEREAS, the Company has elected to terminate a municipal bond insurance policy securing the Bonds and simultaneously deliver an irrevocable, transferable direct pay letter of credit (the "Letter of Credit") issued by Commerzbank AG, New York Branch (the "Bank") and reoffer the Bonds on December 17, 2008 (the "Reoffering Date"); and

WHEREAS, in accordance with the terms of the Indenture, the Bonds are subject to mandatory purchase on the Reoffering Date at the Purchase Price (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

SECTION 1. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY.

The Company hereby represents and warrants, and covenants, to the Purchaser that:

(a) the Company is a corporation duly organized and validly existing under the laws of the Commonwealths of Kentucky and Virginia, is qualified to do business as a foreign corporation in Tennessee, is not required to be qualified as a foreign corporation in any other jurisdiction, and has the corporate power to own its properties and carry on its business as now being conducted;

(b) the financial statements of the Company referred to or contained in the Reoffering Circular, dated December 10, 2008 (the "Reoffering Circular"), including Appendices A, B and C thereto, relating to the Bonds, as supplemented on December 16, 2008 (such Reoffering Circular, as supplemented, together with Appendices A, B and C thereto, the "Final Reoffering Document") with the Company's approval, will present fairly the financial position of the Company as of the dates indicated and the results of its operations for the periods specified, and the financial statements will have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects with respect to the periods involved except as stated therein;

(c) the Company hereby authorizes and approves the Final Reoffering Document;

(d) as of its date and the Closing Date, all descriptions and information contained in the Final Reoffering Document, including without limitation information relating to the Project (as defined in the Final Reoffering Document), the Bonds, the Company, the Company's participation in the transactions contemplated by the Indenture and the Loan Agreement, dated as of October 1, 2004, by and between the Company and the Issuer (as amended and restated, "Loan Agreement"), are true and correct and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; *provided* that none of the representations and warranties in this Agreement shall apply to statements in or omissions from, the Final Reoffering Document made in reliance upon and in conformity with information furnished in writing by the Purchaser expressly for use in the Final Reoffering Document;

(e) the Company has the full power and authority to execute and deliver this Agreement, and to perform its obligations thereunder and engage in the transactions contemplated thereby and by the Final Reoffering Document, and this Agreement has been duly authorized by the Company and, when executed, will constitute, except as limited by law, the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its respective terms, except as enforcement thereof may be limited by

bankruptcy, insolvency or other similar laws affecting enforcement of creditors' rights generally and to the extent that general equitable principles may limit the right to obtain the remedy of specific performance of certain of the obligations thereunder and except as the indemnification provisions of this Agreement may be limited by applicable securities laws or public policy;

(f) the Company is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the Commonwealth of Kentucky or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, ordinance, resolution, agreement or other instrument to which the Company is a party or to which the Company or any of the property or assets of the Company pledged to secure or securing payment of the Bonds are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Company under any such instrument, except for such breach or default which would not, in the aggregate, reasonably be expected to have a material adverse effect on the Company or is otherwise disclosed in the Final Reoffering Document. Neither the execution, delivery and performance of this Agreement or the Final Reoffering Document nor the consummation of the transactions contemplated thereby nor the fulfillment of, or compliance with, the terms thereof will contravene the Articles of Incorporation, as amended, or the Bylaws of the Company or conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any corporate restriction of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Company is a party or by which it or its properties is or may be bound, or any law or any order, rule or regulation applicable to the Company of any court, federal or state regulatory body, administrative agency or other governmental body having jurisdiction over the Company or its properties or operations, or will result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Company;

(g) the written information supplied by the Company to Bond Counsel and counsel for the Purchaser pursuant to this Agreement with respect to the use of the proceeds from the Bonds and the solid waste disposal facilities constituting the Project, in the form in which the same was delivered at the time of issuance of the Bonds, was and continues to be, true, correct and complete in all material respects;

(h) the Company is now and has been in compliance with its written undertakings as described in Rule 15c2-12 ("Rule 15c2-12") of the Securities Exchange Act of 1934 (the "1934 Act") for the last five years;

(i) the Company hereby authorizes the use by the Purchaser of the Final Reoffering Document, this Agreement and the information contained therein in connection with the offer and sale of the Bonds and confirms that it has consented to the use by the Purchaser prior to the date hereof of the Final Reoffering Document and consents to the distribution of the Final Reoffering Document. The Final Reoffering Document will be a final official statement, as such term is defined in Rule 15c2-12, as of its date;

(j) the Company will not take or omit to take any action which will in any way cause or result in the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture and the Loan Agreement;

(k) except as contemplated in the Final Reoffering Document, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best knowledge of the Company, threatened against or affecting the Company, or to the best knowledge of the Company, any basis therefor, wherein an unfavorable decision, ruling or finding would (i) affect the corporate existence of the Company, its right to conduct its operations as presently conducted in all material respects or the titles of its officers to their respective offices, (ii) contest in any way the completeness or accuracy of the Final Reoffering Document or any supplement or amendment thereto or (iii) have a material adverse effect on the transactions contemplated by this Agreement or the Final Reoffering Document or have a material adverse effect on the validity or enforceability of the Bonds or the Indenture;

(l) the properties of the Company referred to in the Final Reoffering Document are owned in fee simple or are held under valid leases, in each case subject only to (i) such minor imperfections of titles and encumbrances, if any, which are not substantial in amount, do not materially detract from the value or marketability of the properties subject thereto and do not materially impair the Company's operations, and (i) the terms of the Lease Agreement dated as of December 23, 1999, relating to Units 6 and 7 at the E. W. Brown Generating Facility;

(m) except as described in the Final Reoffering Document or with respect to securities or blue sky laws of the jurisdictions described in Section 1(n) below, and except for certain environmental or building permits which will be required from time to time in connection with the construction, occupation and use of the Project (which the Company has no reason to believe will not be received in the ordinary course as and when required), no consent, approval, authorization or other action by any governmental or regulatory authority that has not been obtained is or will be required for the offer and sale of the Bonds or the consummation of the other transactions contemplated by this Agreement and the Final Reoffering Document; all consents, approvals, authorizations and other governmental or regulatory actions which have been obtained will be in full force and effect at the Closing Time;

(n) the Company agrees to cooperate with the Purchaser and its counsel in its endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Purchaser may request, provided that the Company shall not be required to execute a general consent to local service of process in any State except Kentucky;

(o) during the period between the date hereof and the later of (1) the date which is the 25th day following the "end of the underwriting period" (as defined in Rule 15c2-12) and (2) the Closing Date, the Company will furnish to the Purchaser, promptly upon transmission thereof, copies of such financial statements and reports as it shall file with its shareholders;

(p) the Company will advise the Purchaser promptly of the institution of any legal or regulatory proceedings affecting the use of the Final Reoffering Document in connection with the offer and sale of the Bonds;

(q) if, at any time during the period from the date hereof and ending on the 25th day following the "end of the underwriting period", any event relating to or affecting the Company shall occur as a result of which it is necessary, in the opinion of the Purchaser, to make the Final Reoffering Document not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the Company will at its expense promptly prepare and deliver to you a sufficient number of copies to permit the Purchaser to comply with the provisions of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board of an amendment of or supplement to the Final Reoffering Document (in substance satisfactory to the Purchaser and its counsel) which will amend or supplement the Final Reoffering Document so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Final Reoffering Document is delivered to a purchaser, not misleading;

(r) subject to the terms and conditions of the Loan Agreement, this Agreement and the Indenture, the Company will consummate the transactions contemplated by this Agreement and the Final Reoffering Document to be consummated by the Company; and

(s) the representations and warranties of the Company contained in the Loan Agreement are and will be at the Closing Time true and correct, and there has been and will have been at the Closing Time no breach by the Company of the covenants contained in the Loan Agreement.

SECTION 2. REMARKETING, PURCHASE, SALE, DELIVERY AND REOFFERING OF THE BONDS.

(a) Remarketing.

(1) This Agreement amends and supplements the Remarketing Agreement, dated October 1, 2004, between the Company and Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Existing Remarketing Agreement"), as contemplated by Sections 3 and 11 of the Existing Remarketing Agreement. In the event of any conflict between the terms of this Agreement and the Existing Remarketing Agreement, the terms of this Agreement shall govern in all respects.

(2) In accordance with the terms of the Indenture, the Company hereby appoints Merrill Lynch, Pierce, Fenner & Smith Incorporated as Remarketing Agent, with respect to the remarketing of the Bonds, as contemplated herein, in connection with and following the initial reoffering of the Bonds, and Merrill Lynch, Pierce, Fenner & Smith Incorporated hereby accepts such appointment and agrees to perform all obligations of the Remarketing Agent set forth in the Indenture with respect to such remarketing.

(3) The Company shall indemnify, hold harmless and defend the Remarketing Agent and its officers, directors, employees, attorneys and agents (collectively, "Additional Indemnified Parties") to the extent provided in Section 6 of this Agreement with respect to the Purchaser and the other indemnified parties referred to therein, and

subject to the terms of such Section 6, with the same effect as if the Additional Indemnified Parties were specifically referred to therein.

(4) For so long as the Bonds accrue interest at the Weekly Rate and are supported by the Letter of Credit, the Company shall pay the Remarketing Agent directly, as compensation for its services hereunder, an annual fee equal to .10% of the weighted average principal amount of the Bonds outstanding during each three-month period, or such other amount as may be agreed upon from time to time by the Company and the Remarketing Agent, payable quarterly in arrears on each January 1, April 1, July 1 and October 1 (payment for the initial period and payment for the final period to be pro-rated). The parties anticipate that separate arrangements will be made for the remarketing of the Bonds accruing interest in any Interest Rate Mode other than at the Weekly Rate, upon the expiration or earlier termination of the Letter of Credit or if the Bonds are otherwise subject to mandatory purchase.

(5) The Company will pay all expenses of delivering the remarketed Bonds and reimburse the Remarketing Agent for all direct, out-of-pocket expenses incurred by it as Remarketing Agent, including reasonable counsel fees and disbursements.

(b) Suspension and Termination of Remarketing Agent's Obligations.

(1) Upon the occurrence of any of the following events, the Remarketing Agent, after prior consultation with the Company, may suspend its remarketing and selling of the Bonds, with immediate effect, which suspension will continue so long as the situation continues to exist: (i) the occurrence of any of the events set forth in Section 4(a) of this Agreement; (ii) any of the representations and warranties of the Company made hereunder shall not have been true and correct in all material respects on the date made; (iii) the Company fails to observe any of the covenants or agreements made herein with respect to the remarketing of the Bonds, which failure is determined to be material and adverse by the Remarketing Agent; (iv) any of the rating agencies then rating the Bonds or the Bank shall downgrade the ratings assigned to either the Bonds or the Bank so that the Bonds are not "Eligible Securities" as defined under Rule 2a-7 of the Investment Company Act of 1940, as amended, (v) in the reasonable judgment of the Remarketing Agent, the market price or marketability of the Bonds or the ability of the Remarketing Agent to enforce contracts for the sale of Bonds shall have been materially adversely affected by an amendment of or supplement to the Final Reoffering Document, notwithstanding the Remarketing Agent's approval of such amendment or supplement prior to its distribution; or (vi) an actual or imminent default or a moratorium in respect of payment of any U.S. Treasury bills, bonds or notes the effect of which in either Remarketing Agent's judgment makes it impractical to market the Bonds or to enforce contracts for the sale of the Bonds.

(2) In addition to the termination provisions set forth in Section 7 of the Existing Remarketing Agreement and the Remarketing Agent's ability to suspend its remarketing efforts as set forth in Section 2(b)(1)(iv) hereof, the Remarketing Agent may, upon notice to the Company, cease offering and selling the Bonds with immediate effect if any of the rating agencies then rating the Bonds or the Bank shall downgrade the

ratings assigned to either the Bonds or the Bank so that the Bonds are not "Eligible Securities" as defined under Rule 2a-7 of the Investment Company Act of 1940, as amended. Following termination, the provisions of Section 2(a)(3) of this Agreement and Sections 5 (Indemnification) and 6 (Remarketing Agent's Liabilities) of the Existing Remarketing Agreement will continue in effect as to transactions prior to the date of termination, and each party will pay the other party any amounts owing at the time of termination.

(c) Purchase, Sale and Delivery of the Bonds.

(1) On the basis of the representations and warranties contained herein and in the other agreements referred to herein and subject to the terms and conditions herein set forth, at the Closing Time, the Purchaser hereby offers and agrees to purchase all, and not less than all, of the Bonds delivered to the Paying Agent for purchase on the Reoffering Date. The purchase price for the Bonds will be 100% of the principal amount of the Bonds, plus accrued interest, if any (the "Purchase Price"). The date of the Bonds, the initial Weekly Rate for the Bonds and the maturity therefor are set forth in Schedule I hereto and the Bonds shall otherwise have such terms and provisions as set forth in the Final Reoffering Document.

(2) The Bonds currently bear interest at the Weekly Rate and shall continue to bear interest at the Weekly Rate following the Reoffering Date.

(3) The financial guaranty insurance policy relating to the Bonds (the "Bond Insurance Policy"), originally issued by Financial Guaranty Insurance Company, will be terminated and released at the Closing Time.

(4) The Bonds are subject to mandatory tender for purchase pursuant to the conditions described in the Indenture.

(5) At 10:00 A.M., Louisville time, on December 17, 2008, or at such other time and/or date as shall have been mutually agreed upon by the Company and the Purchaser (such time and date being referred to herein as the "Closing Time"), the Tender Agent will deliver, or cause to be delivered, to The Depository Trust Company ("DTC"), New York, New York, for the account of the Purchaser, the Bonds, in book-entry form; and the Purchaser will accept such delivery and pay the purchase price of the Bonds by making a wire transfer in immediately available funds of an amount equal to the aggregate principal amount of the Bonds plus accrued interest to the Closing Time to the Tender Agent. The activities relating to the delivery of and payment for the Bonds and the delivery of the certificates, opinions and other instruments as described in this Agreement shall occur at the office of Stoll Keenon Odgen PLLC, Bond Counsel, in Louisville, Kentucky, or at such other place as shall have been mutually agreed upon by the Company and the Purchaser.

(6) As compensation for acting as the initial purchaser of the Bonds, the Company agrees to pay to the Purchaser a fee of \$125,000 at the Closing Time in New York federal or similar same day funds, exclusive of the out-of-pocket expenses of the

Purchaser. The Purchaser is authorized and hereby represents and warrants to the Company that it is authorized to execute this Agreement and has full authority to take such action as it may deem advisable with respect to all matters relating to this Agreement.

(d) Reoffering.

(1) The Purchaser agrees to make a reoffering of all of the Bonds in the manner set forth herein at a reoffering price equal to the Purchase Price.

(2) The Company agrees to deliver to the Purchaser, at such address as the Purchaser shall specify, as many copies of the Final Reoffering Document as the Purchaser shall reasonably request, except for any documents incorporated by reference therein, as necessary to comply with paragraph (b)(4) of Rule 15c2-12 and all applicable rules of the Municipal Securities Rulemaking Board. The Company agrees to deliver such copies of the Final Reoffering Document promptly, and in any event within seven business days, after the execution of this Agreement.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS.

The obligations of the Purchaser hereunder shall be subject to the due performance by the Company of its obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the representations and warranties of the Company contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) the representations and warranties of the Company contained herein shall be true and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) at the time of the Closing, the Final Reoffering Document shall not have been supplemented or amended, except in any such case as may have been agreed to by the Purchaser;

(c) at the time of the Closing, the Purchaser shall have received a letter from PricewaterhouseCoopers LLP in form and substance satisfactory to the Purchaser, dated as of the date of the Closing, confirming that it is an independent public accountant within the meaning of Rule 101 of the Rules of Conduct in the Code of Professional Ethics of the American Institute of Certified Public Accountants and stating in effect (except as otherwise agreed to by the Company) that:

(1) it has performed limited procedures, not constituting an audit, including a reading of the most recent unaudited interim financial statements of the Company since December 31, 2007, a reading of the minutes of the Stockholders, the Board of Directors and Executive Committee of the Company set forth in the minute books on December 12, 2008 and inquiries of officials of the Company responsible for financial and accounting matters, and on the basis of such limited procedures stating in effect that: (y) at the date of the latest available balance sheet read by such accountant and at a subsequent specified date not more than five (5) business days prior to the date of this Agreement, there was

any change in the cumulative preferred stock or long-term debt of the Company on a consolidated basis or any decrease in common stock or retained earnings as compared with the amount shown in the Company's annual report dated for the year ended December 31, 2007; or (z) for a period of twelve months ending with the latest available income statements read by such accountant and at a specified date within five (5) business days of the date of this Agreement, there were any decreases in operating revenues or net income as compared with the corresponding period in the prior year, except in all cases set forth in clauses (y) and (z) above for changes or decreases which Appendix A to the Final Reoffering Document discloses have occurred or may occur, except as occasioned by the declaration or payment of dividends, by sinking fund payments made on long-term debt or by the draw-down of proceeds from prior pollution control financings or except for changes or decreases as may be set forth in such letter which are not material to the Company in the reasonable judgment of the Purchaser; and

(2) it has compared certain dollar amounts (or percentages derived from such dollar amounts) and other financial information including the ratio of earnings to fixed charges for the twelve months ended December 31, 2007 and September 30, 2008 contained in Appendix A to the Final Reoffering Document and identified for such purpose by the Purchaser or its counsel (in each case to the extent that such dollar amounts, percentages and other financial information are derived from the general accounting records of the Company subject to the internal controls of the Company's accounting system or are derived directly from such records by analysis or computation) with the results obtained from inquiries, a reading of such general accounting records and other procedures specified in such letter, and has found such dollar amounts, percentages and other financial information to be in agreement with such results, except as otherwise specified in such letter;

(d) the Bonds shall have been authorized, executed and delivered in the forms theretofore approved by the Purchaser with only such changes therein as the Company and the Purchaser shall mutually agree upon;

(e) at the Closing Time, the Purchaser shall receive:

(1) the opinions dated as of the Closing Time of (i) Stoll Keenon Ogden PLLC, Bond Counsel, substantially in the forms attached as Appendix B to the Final Reoffering Document, (ii) Jones Day, counsel for the Company, in a form reasonably satisfactory to the Purchaser, (iii) John R. McCall, Esq., General Counsel of the Company, in a form reasonably satisfactory to the Purchaser, (iv) Winston & Strawn LLP, counsel to the Purchaser, which shall be satisfactory to the Purchaser, and (v) King & Spalding LLP, New York counsel to the Bank, and Kirkland & Ellis LLP, German counsel to the Bank, each in a form reasonably satisfactory to the Purchaser;

(2) a certificate, satisfactory in form and substance to the Purchaser, of the President, a Vice President or the Treasurer of the Company, dated as of the Closing Time, to the effect that (i) the Company has duly performed all of its obligations under each of this Agreement and the Loan Agreement to be performed in connection with the purchase of the Bonds hereunder at or prior to the Closing Time, (ii) each of the

representations and warranties of the Company contained in this Agreement is true and correct as of the Closing Time and (iii) as of the Closing Time, there has been no material adverse change (whether or not arising from transactions in the ordinary course of business) in the business, properties, condition (financial or otherwise), operations or business prospects of the Company from that set forth in or contemplated by Final Reoffering Document as in effect on the date of this Agreement;

(3) the Final Reoffering Document, and each supplement or amendment, if any, thereto;

(4) evidence, satisfactory in form and substance to the Purchaser, that on or prior to the Closing Time, the Bond Insurance Policy has been terminated and released;

(5) copies of resolutions or similar approvals adopted by the Board of Directors of the Company or committees of such Board, authorizing the execution and delivery of this Agreement;

(6) true copies of the Bond, including any addendums thereto;

(7) certificates of one or more authorized officers of the Trustee, dated the Closing Date, as to the due remarketing of the Bonds;

(8) any certificates, tax filings or other documentation required by Bond Counsel relating to the reoffering of the Bonds or the tax-exempt nature of the interest on the Bonds;

(9) copies of the executed Reimbursement Agreement, dated as of December 17, 2008, between the Company and the Bank, and a specimen of the executed Letter of Credit;

(10) a certificate of one or more authorized officers of the Bank, dated the Closing Date as to, among other things, the authority of the Bank to execute and deliver the Letter of Credit and to perform its obligations thereunder and certifying to the accuracy and correctness of the information provided by the Bank and contained in Appendix C to the Reoffering Circular; and

(11) such additional certificates, opinions and other documents as the Purchaser may reasonably request to evidence performance of or compliance with the provisions of this Agreement and the transactions contemplated hereby; all such certificates and other documents to be satisfactory in substance to the Purchaser and in form and scope to the Purchaser's counsel; and

(f) at or prior to the Closing Time, the Bonds shall have been rated at least "Aaa/VMIG1" by Moody's Investors Service, Inc. and "AA+/A-1+" by Standard & Poor's Ratings Service and evidence of each such ratings shall have been delivered to the Purchaser.

SECTION 4. TERMINATION.

(a) Purchaser's Obligations. The Purchaser shall have the right to cancel its obligations hereunder to purchase the Bonds (and such cancellation hereunder shall not constitute a default for purposes of Section 8 hereof) by notifying the Company in writing or by telegram of its election to do so between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time:

(1) legislation shall be passed by the House of Representatives or the Senate of the Congress of the United States, or recommended to the Congress of the United States for passage by the President of the United States or favorably reported for passage to either the House of Representatives or the Senate by any committee of either such body to which such legislation has been referred for consideration, a decision by a court established under Article III of the Constitution of the United States, or the Tax Court of the United States, shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing Federal income taxation, or any other event shall have occurred which results in the imposition of Federal income taxation, upon revenues or other income to be derived by the Company or upon interest received on obligations of the general character of the Bonds, or which fails to exempt interest on bonds of the specific character of the Bonds to the extent described in the Final Reoffering Document under the headings "Tax Treatment", and which, in any such case, in the Purchaser's opinion, would make it impracticable to market the Bonds on the terms and in the manner contemplated in the Final Reoffering Document;

(2) legislation shall be passed by the House of Representatives or the Senate or the Congress of the United States, or a decision by a court of the United States shall be rendered, or a ruling, regulation, order or official statement by or on behalf of the Securities and Exchange Commission (the "SEC") or other governmental agency having jurisdiction of the subject matter shall be made or proposed which would result in the Bonds not being exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect (the "1933 Act"), or of the Trust Indenture Act of 1939, as amended and as then in effect;

(3) any event shall have occurred which makes untrue or incorrect, in any material respect as of the time the same purports to speak, any statement or information contained in the Final Reoffering Document, or the financial statements contained or referred to therein, or which is not reflected in the Final Reoffering Document or such financial statements, but should be reflected therein as of the time and in light of the purpose for which the Final Reoffering Document or such financial statements are to be used in order to make the statements and information contained therein not misleading in any material respect as of such time (other than, in each case, any statement or omission based upon information furnished in writing to the Company by the Purchaser expressly for use therein); or

(4) in the Purchaser's reasonable judgment, the marketability of the Bonds shall be adversely affected because: (i) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (ii) the New York Stock

Exchange, or any governmental authority, shall impose, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Purchaser; (iii) a general banking moratorium shall have been established by federal or New York authorities; or (iv) the outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or any other calamity or crisis if the effect of any such event in the Purchaser's judgment makes it impracticable or inadvisable to proceed with the offering or sale of the Bonds on the terms contemplated hereby or makes it impracticable for the Purchaser to enforce contracts for the sale of the Bonds.

(b) Remarketing Agent's Obligations. The Remarketing Agent shall have the right to suspend or terminate its obligations hereunder and under the Existing Remarketing Agreement to remarket the Bonds as set forth in Section 2(a) of this Agreement.

SECTION 5. CONDITIONS OF THE COMPANY'S OBLIGATIONS.

The Company's obligations hereunder are subject to the Purchaser's performance of their obligations hereunder, and the further condition that at the Closing Time, the Company shall receive the opinions of their respective counsel described in Section 3 hereof.

SECTION 6. INDEMNIFICATION.

(a) The Company agrees to indemnify and hold harmless the Purchaser, each of its directors, officers, employees and agents, and each person, if any, who controls the Purchaser within the meaning of Section 15 of the 1933 Act, and Section 20 of the 1934 Act against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any untrue statement or alleged untrue statement of a material fact contained in the Final Reoffering Document or caused by any omission or alleged omission from the Final Reoffering Document of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading except insofar as such losses, claims, damages, liabilities or expenses are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information furnished in writing to the Company by the Purchaser, provided that the foregoing indemnity with respect to the Final Reoffering Document shall not inure to the benefit of the Purchaser if the person asserting such losses, claims, damages, liabilities or expenses had not been sent or given a copy of the Final Reoffering Document made available by the Company which corrected such untrue statement or omission by or on behalf of the Purchaser at or prior to the delivery of the Bonds to such person. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) The Purchaser agrees to indemnify and hold harmless the Company, each of its directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act and Section 20 of the 1934 Act and each officer and employee of the Company against any and all losses, claims, damages, liabilities or expenses caused by any untrue statement or alleged untrue statement of a material fact contained in the Final Reoffering Document or caused by any omission or alleged omission from the Final Reoffering Document

of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in conformity with written information furnished to the Company by the Purchaser expressly for use in the Final Reoffering Document. This indemnity agreement will be in addition to any liability which the Purchaser may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 6(c) of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 6(c), notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under this Section 6(c) nor affect any rights it may have otherwise than under this Section 6(c) to participate in and/or assume the defense of any action brought against any indemnified party. In case such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate in, and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section 6(c) for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation, provided that notwithstanding the foregoing, if such indemnified party shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those available to the indemnifying party, the indemnifying party shall not have the right so to assume the defense of such action on behalf of such indemnified party, and the legal and other expenses incurred by such indemnified party in connection with such defense shall be borne by the indemnifying party. The indemnifying party shall not be liable for any settlement of any such action effected without its written consent.

In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in this Section 6(c) is for any reason held to be unavailable to an indemnified party, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Purchaser on the other from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required in the paragraph above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Purchaser on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Purchaser on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total

underwriting discounts and commissions received by the Purchaser. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Purchaser on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this Section 6(c) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, the Purchaser shall not be required to contribute any amount in excess of the amount by which the total price at which the Bonds underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which the Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph, each person, if any, who controls the Purchaser within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Purchaser, and each director and officer of the Company and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act and Section 20 of the 1934 Act shall have the same rights to contribution as the Company.

SECTION 7. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY.

All representations, warranties and agreements of the Company shall remain operative and in full force and effect, regardless of any investigations made by the Purchaser or undertaken on its behalf, and shall survive delivery of the Bonds.

SECTION 8. PAYMENT OF EXPENSES.

Whether or not the Bonds are sold to the Purchaser, the Purchaser shall be under no obligation to pay any expenses incident to the performance of the obligations of the Company hereunder. All expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds, whether or not the Bonds are sold to the Purchaser (unless such sale shall have been prevented at the Closing Time by its default), including, without limitation, the reasonable fees and disbursements of (i) Stoll Keenon Ogden PLLC, as Bond Counsel, (ii) Jones Day, as counsel for the Company, (iii) Winston & Strawn LLP, as counsel to the Purchaser, as well as in connection with the qualification of the Bonds for sale under the securities or "Blue Sky" laws of various jurisdictions and the preparation of the Blue Sky Survey, (iv) fees and expenses of the Bank and its counsel, and (v) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, the Final Reoffering Document, this Agreement and all other agreements and documents contemplated hereby and drafts of any thereof, shall be paid by the Company.

SECTION 9. [Reserved.]

SECTION 10. NOTICE.

Any notice or other communication to be given to the Company under this Agreement may be given by mailing or delivering the same in writing to the Company at One Quality Street, Lexington, Kentucky 40507, Attention: Treasurer and to the Company c/o E.ON U.S. LLC, 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer and any notice or other communication to be given to the Purchaser or the Remarketing Agent under this Agreement may be given by delivering the same in writing to Merrill Lynch, Pierce, Fenner & Smith Incorporated, 4 World Financial Center, 9th Floor, New York, New York 10080, Facsimile: [_____] , Attention: [_____].

SECTION 11. APPLICABLE LAW; NONASSIGNABILITY.

This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to the principles of conflicts of laws. This Agreement shall not be assigned by the Company.

SECTION 12. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. No amendment of this Agreement shall be made without the written consent of the Company.

SECTION 13. INTERESTED PARTIES.

This Agreement is solely for the benefit of the parties hereto, and the execution thereof shall not give rise to any rights in persons other than the parties hereto.

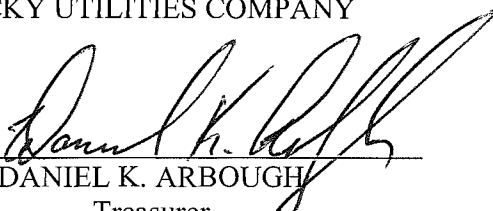
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Very truly yours,

KENTUCKY UTILITIES COMPANY

By: _____


DANIEL K. ARBOUGH
Treasurer

Agreed and accepted as of the date first above written:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
in its capacities as Remarketing Agent and Purchaser

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

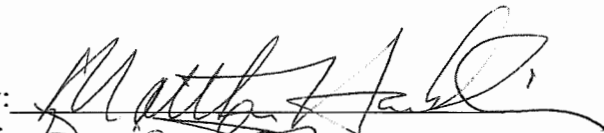
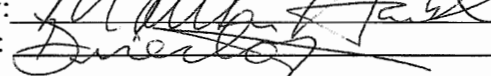
Very truly yours,

KENTUCKY UTILITIES COMPANY

By: _____
DANIEL K. ARBOUGH
Treasurer

Agreed and accepted as of the date first above written:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
in its capacities as Remarketing Agent and Purchaser

By: 
Its: 

SCHEDULE I

DESCRIPTION OF THE BONDS

Total Principal Amount of the Bonds --	\$50,000,000
Maturity Date of the Bonds --	October 1, 2034
Dated Date of the Bonds --	October 20, 2004
Reoffering Date --	December 17, 2008
Initial Weekly Rate --	1.25%

\$54,000,000
COUNTY OF CARROLL, KENTUCKY
ENVIRONMENTAL FACILITIES REVENUE REFUNDING BONDS, 2006 SERIES B
(KENTUCKY UTILITIES COMPANY PROJECT)

REMARKETING AGREEMENT

This REMARKETING AGREEMENT (this "Agreement"), dated as of February 1, 2007, is by and between Kentucky Utilities Company (the "Company") and Banc of America Securities LLC ("Banc of America") and Lehman Brothers Inc. ("Lehman," and together with Banc of America, the "Remarketing Agents").

The Company has requested the County of Carroll, Kentucky (the "Issuer") to issue \$54,000,000 principal amount of its Environmental Facilities Revenue Refunding Bonds, 2006 Series B (Kentucky Utilities Company Project) (the "2006 Series B Bonds") pursuant to an Indenture of Trust, dated as of October 1, 2006 (the "2006 Series B Indenture") by and between the Issuer and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"). The proceeds of the 2006 Series B Bonds will be loaned to the Company and the Company will agree to make payments sufficient to pay the principal and purchase price, premium, if any, and interest on the 2006 Series B Bonds and certain other expenses pursuant to a Loan Agreement, dated as of October 1, 2006 (the "2006 Series B Loan Agreement") by and between the Issuer and the Company. Each capitalized term not otherwise defined herein shall have the meaning given to such term in the 2006 Series B Indenture and the Bond Purchase Agreement between the Issuer and Banc of America, as representative of the underwriters identified therein, dated February 22, 2007.

In consideration of the mutual promises, representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment and Acceptance. In reliance upon the representations, warranties and covenants herein contained, but subject to the terms and conditions herein set forth, each of Banc of America and Lehman hereby accepts its appointment as Remarketing Agent for the 2006 Series B Bonds and hereby agrees to perform the duties and obligations imposed upon it as Remarketing Agent under the 2006 Series B Indenture and hereunder, and agrees to keep such books and records with respect to its duties as Remarketing Agent under the 2006 Series B Indenture and hereunder as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Company and the Trustee at all reasonable times upon reasonable advance notice. During a Dutch Auction Rate Period, the Remarketing Agents shall approve (which approval shall not be unreasonably withheld) any additional Broker Dealers selected by the Company. Each of Banc of America and Lehman represents that it routinely engages in the remarketing of municipal securities such as the 2006 Series B Bonds and agrees that it will settle all transactions hereunder pursuant to customary industry practice.

2. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants to the Remarketing Agents that:

(a) the representations and warranties of the Company set forth in the Inducement Letter (each of which is incorporated herein by reference) are true and correct as of the date of execution hereof. The Company represents, warrants and covenants to and with the Remarketing Agents that, with respect to any remarketing of the 2006 Series B Bonds the representations, warranties and covenants contained in (i) the Inducement Letter and (ii) this Agreement (other than paragraph (b) below), shall apply to each remarketing of a 2006 Series B Bond, provided that the representations and warranties contained in paragraph (b) of the Inducement Letter shall apply to the most recent audited financial statements of the Company delivered to the Remarketing Agents and provided further, there shall be no breach by the Company under this Section 2(a) to the extent the Company has provided disclosure pursuant to its 10-K Annual Report, 10-Q Quarterly Report or 8-K Current Report, as filed with the Securities and Exchange Commission and such disclosure updates the representations and warranties set forth in the Inducement Letter. References to the Underwriters in the Inducement Letter shall be deemed to refer to the Remarketing Agents for the purposes of this Section.

All information made available to the Remarketing Agents by the Company for use in connection with the transactions contemplated by this Agreement is or will be accurate in all material respects for the purposes for which its use is or will be authorized. The Company hereby consents to the use by the Remarketing Agents of the Official Statement in connection with the solicitation of offers to purchase Beneficial Interests in the 2006 Series B Bonds by the Remarketing Agents;

(b) the representations and warranties contained in the 2006 Series B Loan Agreement with respect to the Company are true and correct as of their date, are true and correct as of the date hereof, and will be true and correct as of the initial delivery date of the 2006 Series B Bonds with the same force and effect as if expressly set forth herein;

(c) any financial statements of the Company heretofore or hereafter furnished to the Remarketing Agents or any potential purchaser of the 2006 Series B Bonds (or Beneficial Owner of the 2006 Series B Bonds) in connection with the 2006 Series B Bonds present and will present fairly the financial position of the Company as of the respective dates of such financial statements and for the respective periods covered thereby, all in conformity with generally accepted accounting principles applied on a consistent basis throughout the period involved;

(d) the Company will at all times take all appropriate action and execute all necessary documents to obtain any approvals from any governmental authority or agency which may be required for the issuance or sale of the 2006 Series B Bonds, and will not take any action which may obstruct or hinder any such governmental approval. The Company will use its commercial best efforts, when and as requested by the Remarketing Agents, to furnish information and otherwise cooperate in qualifying the 2006 Series B Bonds for offer and sale under the securities laws of such jurisdictions as the Remarketing Agents may reasonably designate, and will make such applications and furnish such information as may be required for that purpose. The Company will, from time to time, prepare and file such statements and reports as are or may be required to continue such qualification in effect for as long a period as the Remarketing Agents

may reasonably request. In connection with the foregoing, the Company shall not be required to register as a dealer or broker in any state or jurisdiction nor to execute a general consent to service of process or qualify to do business in connection with the qualification of the 2006 Series B Bonds for sale in any state or jurisdiction;

(e) any certificate signed by an authorized officer of the Company and delivered to the Issuer or the Remarketing Agents shall be deemed a representation and warranty by the Company to the Issuer or the Remarketing Agents as to the statements made therein; and

(f) the Company will immediately notify the Remarketing Agents of (i) any fact or occurrence as a result of which the Disclosure Document (as defined in Section 5 hereof) would be or become false or misleading in any material respect, (ii) any replacement of the Trustee or Paying Agent under the 2006 Series B Indenture, (iii) any event of default under the 2006 Series B Indenture or any event which, with notice or lapse of time or both, would constitute such an event of default, (iv) any change in the dates for the redemption or purchase of the 2006 Series B Bonds, (v) any new rating, any change of status or reduction in a rating, any qualification or withdrawal or any written suggestion by any of the Rating Services that it is considering a possible reduction, qualification or withdrawal in the rating of the 2006 Series B Bonds, (vi) any adverse change, or to the best knowledge of the Company, any threatened adverse change, in the federal income tax treatment of interest on the 2006 Series B Bonds by the beneficial owners thereof, (vii) the need for any opinion of Bond Counsel as to the tax status of any of the 2006 Series B Bonds, (viii) a mandatory tender, exchange or call for redemption of one or more of the 2006 Series B Bonds, (ix) any change in the Interest Rate Mode with respect to any of the 2006 Series B Bonds and (x) each material amendment, modification or supplement to the 2006 Series B Indenture.

3. Fees and Expenses. From the date of their initial issuance, the 2006 Series B Bonds will accrue interest at a Dutch Auction Rate and be subject to mandatory purchase and conversion as provided in the 2006 Series B Indenture. The 2006 Series B Bonds are not subject to purchase on demand of the owners of the 2006 Series B Bonds during this initial Rate Period. If the Bonds are subject to mandatory purchase or if the Company elects to convert the interest rate mode of the 2006 Series B Bonds to accrue interest at the Daily Rate, the Weekly Rate, the Semi-Annual Rate or the Flexible Rate, the Company shall pay each Remarketing Agent directly, as compensation for its services hereunder a fee that will be agreed to by each of the parties prior to the date of remarketing of such 2006 Series B Bonds in accordance with then prevailing market conditions. During a Dutch Auction Rate Period, the Remarketing Agents shall receive no compensation from the Company in consideration of the services to be performed by the Remarketing Agents under this Agreement and the 2006 Series B Indenture, and except during a Dutch Auction Rate Period, the Company will pay all expenses of delivering remarketed 2006 Series B Bonds and reimburse the Remarketing Agents for all direct, out-of-pocket expenses incurred by them as Remarketing Agents, including reasonable counsel fees and disbursements. The Issuer shall have no responsibility, obligation or liability with respect to any payments hereunder. The parties anticipate that separate arrangements will be made for the remarketing of 2006 Series B Bonds accruing interest at the Annual Rate or the Long Term Rate.

4. Disclosure Document. If the Remarketing Agents reasonably determine that it is necessary or desirable to use a Disclosure Document in connection with the remarketing of the 2006 Series B Bonds, the Remarketing Agents will notify the Company and the Company will, or will use its reasonable best efforts to cause the Issuer to, provide the Remarketing Agents, at the Company's expense (including, without limitation, the fees and disbursements of counsel to the Remarketing Agents and any costs incurred in connection with the preparation, reproduction and delivery of documents), with a Disclosure Document reasonably satisfactory to the Remarketing Agents and their counsel in respect of the 2006 Series B Bonds. The Company will, or will cause the Issuer to, supply the Remarketing Agents with such number of copies of the Disclosure Document as the Remarketing Agents reasonably request from time to time. The Company will, or will cause the Issuer to, supplement and amend the Disclosure Document so that at all times during the remarketing the Disclosure Document will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in the Disclosure Document, in the light of the circumstances under which they were made, not misleading.

5. Indemnification. (a) The Company agrees to indemnify and hold harmless each of the Remarketing Agents and each of their directors, officers, employees and agents and each person, if any, who controls a Remarketing Agent within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or Section 15 of the Securities Act of 1933, as amended (the "Securities Act"), from and against any and all losses, claims, damages, liabilities or expenses caused by any untrue statement or alleged untrue statement of a material fact contained in the Official Statement or in the Official Statement as amended, supplemented or modified (provided that, for purposes of this section, the filing of each 10-K Annual Report, 10-Q Quarterly Report or 8-K Current Report by the Company shall constitute an amendment or supplement of the Official Statement) (collectively, the "Disclosure Document"), or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by any untrue statement or omission or alleged untrue statement or alleged omission based upon information contained under the caption "Summary of the Bonds -- Remarketing Agents" or otherwise furnished in writing to the Issuer or the Company by the Remarketing Agents expressly for use therein; provided that as to any Official Statement this indemnity agreement shall not inure to the benefit of the Remarketing Agents or to that of any person controlling a Remarketing Agent, on account of any losses, claims, damages or liabilities arising from the sale of the 2006 Series B Bonds to any person if a Remarketing Agent failed to send or give a copy of the Official Statement, as the same may be amended or supplemented, to that person at or prior to confirmation of the sale of the 2006 Series B Bonds to that person, and the untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact was corrected in the Official Statement, as amended or supplemented, unless such failure resulted from the Company's failure to furnish promptly or cause to be furnished promptly to the Remarketing Agents, without charge, as many copies of the Official Statement and any amendment or supplement thereto as the Remarketing Agents may reasonably request.

(b) The Remarketing Agents agree to indemnify and hold harmless the Company, its directors, officers and employees to the same extent as the foregoing indemnity from the

Company to the Remarketing Agents, but only with reference to information relating to the Remarketing Agents contained under the caption "SUMMARY OF THE BONDS -- Remarketing Agents" or otherwise furnished in writing by the Remarketing Agents expressly for use in the Disclosure Document.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 5(a) or (b) above, such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) included both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to a conflict of interest between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction arising out of the same allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate counsel for all such indemnified parties. Such counsel shall be designated in writing by the Remarketing Agents in the case of parties indemnified pursuant to Section 5(a) and by the Company in the case of parties indemnified pursuant to Section 5(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there shall be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) If the indemnification provided for in this Section 5 is unavailable to an indemnified party under Section 5(a) or (b) above in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party in lieu of indemnifying such indemnified party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the Company, on the one hand, and of the Remarketing Agents, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations, including relative benefit. The relative fault of the Company, on the one hand, and of the Remarketing Agents, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Remarketing Agents and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the Remarketing Agents agree that it would not be just and equitable if contribution pursuant to this Section 5 were determined by pro rata allocation or by

any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 5, none of the Remarketing Agents shall be required to contribute any amount in excess of the aggregate amount of remarketing fees paid to such party under Section 3 hereof. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

6. Remarketing Agents' Liabilities. No Remarketing Agent shall incur liability to the Company, the Issuer or any other party for its actions as Remarketing Agents pursuant to the terms hereof and of the 2006 Series B Indenture except for (i) the liabilities for which the Remarketing Agents have agreed to indemnify the Company and others pursuant to Section 5(b) above and (ii) its negligence or willful misconduct; provided, notwithstanding the foregoing, conduct by a Remarketing Agent in fulfilling its obligations under this Agreement will not be deemed negligent if such action complies with customary industry standard. In setting the interest rates on the 2006 Series B Bonds, the Remarketing Agents shall not be liable for any error made in good faith.

7. Termination. (a) A Remarketing Agent will resign if requested by the Company by an instrument filed with the Issuer, the Remarketing Agents, the Trustee and the Tender Agent (as these terms are used in the 2006 Series B Indenture). A Remarketing Agent may resign at any time, following sixty (60) days prior written notice to the Company, the Issuer, the Trustee and the Tender Agent. Following termination, the provisions of Sections 5 and 6 will continue in effect as to transactions prior to the date of termination, and each party will pay the other any amounts owing at the time of termination. The Remarketing Agents, after prior consultation with the Company, may cease remarketing and selling the 2006 Series B Bonds with immediate effect if they determine, in their reasonable judgment, that it is not advisable to attempt to remarket the 2006 Series B Bonds for any reason, including without limitation, (i) a pending or proposed change in applicable tax laws, (ii) a material adverse change in the financial condition of the Company, (iii) a banking moratorium, (iv) an outbreak or escalation of hostilities, (v) a downgrading of the rating on the 2006 Series B Bonds (including, without limitation, due to a downgrading of the rating of the Bond Insurer), (vi) an imposition of material restrictions on the 2006 Series B Bonds or similar obligations, (vii) a general suspension of trading or the fixing of minimum or maximum prices for trading on the New York Stock Exchange, or (viii) a material misstatement or omission in the Disclosure Document as then modified or supplemented. Pursuant to Section 103.220(3)(c) of the Kentucky Revised Statutes, the Issuer has the right to remove any Remarketing Agent at any time in its sole discretion.

(b) In the event of the resignation or removal of any or all of the Remarketing Agents, the Issuer, upon the direction of the Company, shall promptly appoint a successor Remarketing Agent meeting the qualifications set forth in the 2006 Series B Indenture and such resigning or removed Remarketing Agent shall pay over, assign and deliver any moneys and 2006 Series B

Bonds held by such party in such capacity to its successor or, if there be no successor, to the Trustee.

8. Dealing in 2006 Series B Bonds by Remarketing Agents. In carrying out their duties hereunder, the Remarketing Agents shall act solely as the agents of the owners from time to time of the 2006 Series B Bonds, and the Remarketing Agents' responsibility is limited to the use of their commercially reasonable efforts to solicit offers to purchase the 2006 Series B Bonds. Either Banc of America or Lehman, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the 2006 Series B Bonds, and may join in any action which any owner of any 2006 Series B Bond may be entitled to take with like effect as if it did not act in any capacity hereunder; however, the Remarketing Agents shall have no obligation hereunder to buy or take any position in the 2006 Series B Bonds for their own respective account. Banc of America, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Company and may act as depositary, trustee or agent for any committee or body of 2006 Series B Bondholders or other obligations of the Company as freely as if it did not act in any capacity hereunder.

9. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any 2006 Series B Bonds, as herein provided, shall constitute or be construed to be the extinguishment of any 2006 Series B Bond or the indebtedness represented thereby or the reissuance of any 2006 Series B Bond or the refunding of any indebtedness represented thereby.

Notices. Unless otherwise provided, all notices, requests, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered, if sent to the Company, to Kentucky Utilities Company, One Quality Street, Lexington, Kentucky 40507, Attention: Treasurer (with a copy to Kentucky Utilities Company, c/o E. ON U.S. LLC, 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer); and if sent to the Remarketing Agents, to Banc of America Securities LLC, 1633 Broadway, 29th Floor, New York, New York 10019, Attention: Peter Dougherty, Principal, and to Lehman Brothers Inc., 399 Park Avenue, 16th Floor, New York, New York 10022, Attention: Steve Peters, each of which is hereby designated as a Remarketing Agent's principal office for the purpose of the 2006 Series B Indenture.

10. Amendments. The Company agrees not to consent to any amendment of the 2006 Series B Indenture insofar as it relates to this Agreement or the rights and duties of the Remarketing Agents without the prior written consent of the Remarketing Agents. This Agreement may not be amended except by a writing signed by each of the parties hereto.

11. Governing Law. This Agreement will be governed by the internal laws of the State of New York.

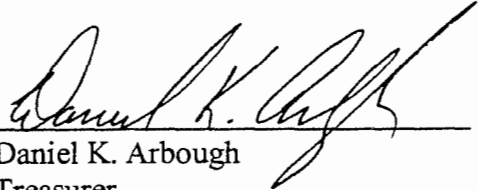
12. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures appear on the immediately following page]

IN WITNESS WHEREOF, the Remarketing Agents and the Company, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Remarketing Agreement as of the date first written above.

KENTUCKY UTILITIES COMPANY

By: 
Daniel K. Arbough
Treasurer

BANC OF AMERICA SECURITIES LLC,
as a Remarketing Agent

By: _____
Peter Dougherty
Principal

LEHMAN BROTHERS INC., as a
Remarketing Agent

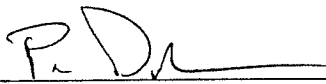
By: _____

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KENTUCKY UTILITIES COMPANY

By: _____
Daniel K. Arbough
Treasurer

BANC OF AMERICA SECURITIES LLC,
as a Remarketing Agent

By:  _____
Peter Dougherty
Principal

LEHMAN BROTHERS INC., as a
Remarketing Agent

By: _____
K. Tina Choe
Senior Vice President

IN WITNESS WHEREOF, the Remarketing Agents and the Company, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Remarketing Agreement as of the date first written above.

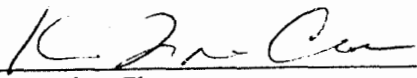
KENTUCKY UTILITIES COMPANY

By: _____
Daniel K. Arbough
Treasurer

BANC OF AMERICA SECURITIES LLC,
as a Remarketing Agent

By: _____
Peter Dougherty
Principal

LEHMAN BROTHERS INC., as a
Remarketing Agent

By:  _____
K. Tina Choe
Senior Vice President

\$54,000,000
County of Carroll, Kentucky
Environmental Facilities Revenue
Refunding Bonds, 2006 Series B
(Kentucky Utilities Company Project)
Due: October 1, 2034

\$77,947,405
County of Carroll, Kentucky
Environmental Facilities Revenue Bonds
2008 Series A
(Kentucky Utilities Company Project)
Due: February 1, 2032

**REMARKETING AND BOND PURCHASE
AGREEMENT**

December 18, 2008

Banc of America Securities LLC
One Bryant Park
NY1-100-11-03
New York, New York 10036

Ladies and Gentlemen:

Kentucky Utilities Company, a Kentucky and Virginia corporation (the "Company") hereby offers to enter into this Remarketing and Bond Purchase Agreement (this "Agreement") with Banc of America Securities LLC, in its capacity as initial purchaser (the "Purchaser") and in its capacity as Remarketing Agent (the "Remarketing Agent") of the Bonds (as defined below), and upon your acceptance, this offer will be binding upon each of Banc of America Securities LLC and the Company. Terms capitalized but not otherwise defined herein shall have the meanings assigned thereto in the Indenture (as defined below).

RECITALS:

WHEREAS, at the request of the Company, the County of Carroll, Kentucky (the "Issuer") issued (i) \$54,000,000 County of Carroll, Kentucky, Environmental Facilities Revenue Refunding Bonds, 2006 Series B (Kentucky Utilities Company Project) (the "2006 Series B Bonds") on February 23, 2007 under and pursuant to an Indenture of Trust, dated as of October 1, 2006 (as amended as restated, the "2006 Indenture") by and between the Issuer and Deutsche Bank Trust Company Americas, as trustee, paying agent and bond registrar and (ii) \$77,947,405 County of Carroll, Kentucky, Environmental Facilities Revenue Bonds, 2008 Series A (Kentucky Utilities Company Project) (the "2008 Series A Bonds" and together with the 2006 Series B Bonds, the "Bonds") on October 17, 2008 under and pursuant to an Indenture of Trust, dated as of August 1, 2008 (as amended as restated, the "2008 Indenture" and, together with the 2006 Indenture, the "Indenture") by and between the Issuer and the Trustee, as trustee, paying agent and bond registrar (the "Trustee");

WHEREAS, the 2006 Series B Bonds currently bear interest at the Dutch Auction Rate, and the 2008 Series A Bonds currently bear interest at the Flexible Rate;

WHEREAS, in accordance with the terms of the Indenture, the Company has given notice of conversion of the interest rate mode of each series of the Bonds to the Weekly Rate, with such conversion to occur on December 19, 2008 (the "Conversion Date");

WHEREAS, the Company has elected to terminate a municipal bond insurance policy securing the 2006 Series B Bonds and simultaneously deliver an irrevocable, transferable direct pay letter of credit (the "Letter of Credit") issued by Commerzbank AG, New York Branch (the "Bank"), with respect to each series of the Bonds, and reoffer the Bonds on December 19, 2008; and

WHEREAS, in accordance with the terms of the respective Indenture, the Bonds are subject to mandatory purchase on the Conversion Date at the Purchase Price (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

SECTION 1. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY.

The Company hereby represents and warrants, and covenants, to the Purchaser that:

(a) the Company is a corporation duly organized and validly existing under the laws of the Commonwealths of Kentucky and Virginia, is qualified to do business as a foreign corporation in Tennessee, is not required to be qualified as a foreign corporation in any other jurisdiction, and has the corporate power to own its properties and carry on its business as now being conducted;

(b) the financial statements of the Company referred to or contained in the Reoffering Circular, dated December 11, 2008 (the "Reoffering Circular"), including Appendices A, B and C thereto, relating to the Bonds, as supplemented on December 16, 2008 (such Reoffering Circular, as supplemented, together with Appendices A, B and C thereto, the "Final Reoffering Document") with the Company's approval, will present fairly the financial position of the Company as of the dates indicated and the results of its operations for the periods specified, and the financial statements will have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects with respect to the periods involved except as stated therein;

(c) the Company hereby authorizes and approves the Final Reoffering Document;

(d) as of its date and the Closing Date, all descriptions and information contained in the Final Reoffering Document, including without limitation information relating to the Projects (as defined in the Final Reoffering Document), the Bonds, the Company, the Company's participation in the transactions contemplated by the Indenture and the Loan Agreements, dated as of October 1, 2006 and August 1, 2008, by and between the Company and the Issuer (as amended and restated, "Loan Agreement") relating to the 2006 Series B Bonds and the 2008 Series A Bonds, respectively, are true and correct and do not contain any untrue statement of a

material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; *provided* that none of the representations and warranties in this Agreement shall apply to statements in or omissions from, the Final Reoffering Document made in reliance upon and in conformity with information furnished in writing by the Purchaser expressly for use in the Final Reoffering Document;

(e) the Company has the full power and authority to execute and deliver this Agreement, and to perform its obligations thereunder and engage in the transactions contemplated thereby and by the Final Reoffering Document, and this Agreement has been duly authorized by the Company and, when executed, will constitute, except as limited by law, the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting enforcement of creditors' rights generally and to the extent that general equitable principles may limit the right to obtain the remedy of specific performance of certain of the obligations thereunder and except as the indemnification provisions of this Agreement may be limited by applicable securities laws or public policy;

(f) the Company is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the Commonwealth of Kentucky or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, ordinance, resolution, agreement or other instrument to which the Company is a party or to which the Company or any of the property or assets of the Company pledged to secure or securing payment of the Bonds are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Company under any such instrument, except for such breach or default which would not, in the aggregate, reasonably be expected to have a material adverse effect on the Company or is otherwise disclosed in the Final Reoffering Document. Neither the execution, delivery and performance of this Agreement or the Final Reoffering Document nor the consummation of the transactions contemplated thereby nor the fulfillment of, or compliance with, the terms thereof will contravene the Articles of Incorporation, as amended, or the Bylaws of the Company or conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any corporate restriction of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Company is a party or by which it or its properties is or may be bound, or any law or any order, rule or regulation applicable to the Company of any court, federal or state regulatory body, administrative agency or other governmental body having jurisdiction over the Company or its properties or operations, or will result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Company;

(g) the written information supplied by the Company to Bond Counsel and counsel for the Purchaser pursuant to this Agreement with respect to the use of the proceeds from the Bonds and the solid waste disposal facilities constituting the Projects, in the form in which the same was delivered at the time of issuance of the respective series of Bonds, was and continues to be, true, correct and complete in all material respects;

(h) the Company is now and has been in compliance with its written undertakings as described in Rule 15c2-12 ("Rule 15c2-12") of the Securities Exchange Act of 1934 (the "1934 Act") for the last five years;

(i) the Company hereby authorizes the use by the Purchaser of the Final Reoffering Document, this Agreement and the information contained therein in connection with the offer and sale of the Bonds and confirms that it has consented to the use by the Purchaser prior to the date hereof of the Final Reoffering Document and consents to the distribution of the Final Reoffering Document. The Final Reoffering Document will be a final official statement, as such term is defined in Rule 15c2-12, as of its date;

(j) the Company will not take or omit to take any action which will in any way cause or result in the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture and the Loan Agreement;

(k) except as contemplated in the Final Reoffering Document, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best knowledge of the Company, threatened against or affecting the Company, or to the best knowledge of the Company, any basis therefor, wherein an unfavorable decision, ruling or finding would (i) affect the corporate existence of the Company, its right to conduct its operations as presently conducted in all material respects or the titles of its officers to their respective offices, (ii) contest in any way the completeness or accuracy of the Final Reoffering Document or any supplement or amendment thereto or (iii) have a material adverse effect on the transactions contemplated by this Agreement or the Final Reoffering Document or have a material adverse effect on the validity or enforceability of the Bonds or the Indenture;

(l) the properties of the Company referred to in the Final Reoffering Document are owned in fee simple or are held under valid leases, in each case subject only to (i) such minor imperfections of titles and encumbrances, if any, which are not substantial in amount, do not materially detract from the value or marketability of the properties subject thereto and do not materially impair the Company's operations, and (ii) the terms of the Lease Agreement dated as of December 23, 1999, relating to Units 6 and 7 at the E.W. Brown Generating Facility;

(m) except as described in the Final Reoffering Document or with respect to securities or blue sky laws of the jurisdictions described in Section 1(n) below, and except for certain environmental or building permits which will be required from time to time in connection with the construction, occupation and use of the Projects (which the Company has no reason to believe will not be received in the ordinary course as and when required), no consent, approval, authorization or other action by any governmental or regulatory authority that has not been obtained is or will be required for the offer and sale of the Bonds or the consummation of the other transactions contemplated by this Agreement and the Final Reoffering Document; all consents, approvals, authorizations and other governmental or regulatory actions which have been obtained will be in full force and effect at the Closing Time;

(n) the Company agrees to cooperate with the Purchaser and its counsel in its endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Purchaser may request, provided that the Company

shall not be required to execute a general consent to local service of process in any State except Kentucky;

(o) during the period between the date hereof and the later of (1) the date which is the 25th day following the "end of the underwriting period" (as defined in Rule 15c2-12) and (2) the Closing Date, the Company will furnish to the Purchaser, promptly upon transmission thereof, copies of such financial statements and reports as it shall file with its shareholders;

(p) the Company will advise the Purchaser promptly of the institution of any legal or regulatory proceedings affecting the use of the Final Reoffering Document in connection with the offer and sale of the Bonds;

(q) if, at any time during the period from the date hereof and ending on the 25th day following the "end of the underwriting period", any event relating to or affecting the Company shall occur as a result of which it is necessary, in the opinion of the Purchaser, to make the Final Reoffering Document not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the Company will at its expense promptly prepare and deliver to you a sufficient number of copies to permit the Purchaser to comply with the provisions of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board of an amendment of or supplement to the Final Reoffering Document (in substance satisfactory to the Purchaser and its counsel) which will amend or supplement the Final Reoffering Document so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Final Reoffering Document is delivered to a purchaser, not misleading;

(r) subject to the terms and conditions of the Loan Agreement, this Agreement and the Indenture, the Company will consummate the transactions contemplated by this Agreement and the Final Reoffering Document to be consummated by the Company; and

(s) the representations and warranties of the Company contained in the Loan Agreement are and will be at the Closing Time true and correct, and there has been and will have been at the Closing Time no breach by the Company of the covenants contained in the Loan Agreement.

SECTION 2. REMARKETING, PURCHASE, SALE, DELIVERY AND REOFFERING OF THE BONDS.

(a) Remarketing.

(1) This Agreement amends and supplements the (i) Remarketing Agreement, dated October 1, 2006, between the Company and Banc of America Securities LLC, relating to the 2006 Series B Bonds and (ii) Remarketing Agreement, dated August 1, 2008, between the Company and Banc of America Securities LLC, relating to the 2008 Series A Bonds (collectively, the agreements referred to in clauses (i) and (ii) of this paragraph, the "Existing Remarketing Agreements"), as contemplated by Sections 3 and 11 of the Existing Remarketing Agreements. In the event of any conflict between the

terms of this Agreement and the Existing Remarketing Agreements, the terms of this Agreement shall govern in all respects.

(2) In accordance with the terms of the Indenture, the Company hereby appoints Banc of America Securities LLC as Remarketing Agent, with respect to the remarketing of each series of the Bonds, as contemplated herein, in connection with and following the conversion of the Bonds to the Weekly Rate and the initial reoffering of the Bonds, and Banc of America Securities LLC hereby accepts such appointment and agrees to perform all obligations of the Remarketing Agent set forth in the respective Indenture with respect to such remarketing.

(3) The Company shall indemnify, hold harmless and defend the Remarketing Agent and its officers, directors, employees, attorneys and agents (collectively, "Additional Indemnified Parties") to the extent provided in Section 6 of this Agreement with respect to the Purchaser and the other indemnified parties referred to therein, and subject to the terms of such Section 6, with the same effect as if the Additional Indemnified Parties were specifically referred to therein.

(4) For so long as a series of the Bonds accrue interest at the Weekly Rate and are supported by the Letter of Credit, the Company shall pay the Remarketing Agent directly, as compensation for its services hereunder, an annual fee equal to .10% of the weighted average principal amount of the Bonds of such series outstanding during each three-month period, or such other amount as may be agreed upon from time to time by the Company and the Remarketing Agent, payable quarterly in arrears on each January 1, April 1, July 1 and October 1 (payment for the initial period and payment for the final period to be pro-rated). The parties anticipate that separate arrangements will be made for the remarketing of the Bonds accruing interest in any Interest Rate Mode other than at the Weekly Rate, upon the expiration or earlier termination of the Letter of Credit or if the Bonds are otherwise subject to mandatory purchase.

(5) The Company will pay all expenses of delivering the remarketed Bonds and reimburse the Remarketing Agent for all direct, out-of-pocket expenses incurred by it as Remarketing Agent, including reasonable counsel fees and disbursements.

(b) Suspension and Termination of Remarketing Agent's Obligations.

(1) Upon the occurrence of any of the following events, the Remarketing Agent, after prior consultation with the Company, may suspend its remarketing and selling of a series of Bonds, with immediate effect, which suspension will continue so long as the situation continues to exist: (i) the occurrence of any of the events set forth in Section 4(a) of this Agreement; (ii) any of the representations and warranties of the Company made hereunder shall not have been true and correct in all material respects on the date made; (iii) the Company fails to observe any of the covenants or agreements made herein with respect to the remarketing of the Bonds, which failure is determined to be material and adverse by the Remarketing Agent; (iv) any of the rating agencies then rating such series of Bonds or the Bank shall downgrade the ratings assigned to either such series of Bonds or the Bank so that such series of Bonds are not "Eligible Securities"

as defined under Rule 2a-7 of the Investment Company Act of 1940, as amended, (v) in the reasonable judgment of the Remarketing Agent, the market price or marketability of such series of Bonds or the ability of the Remarketing Agent to enforce contracts for the sale of such series of Bonds shall have been materially adversely affected by an amendment of or supplement to the Final Reoffering Document, notwithstanding the Remarketing Agent's approval of such amendment or supplement prior to its distribution; or (vi) an actual or imminent default or a moratorium in respect of payment of any U.S. Treasury bills, bonds or notes the effect of which in either Remarketing Agent's judgment makes it impractical to market such series of Bonds or to enforce contracts for the sale of such series of Bonds.

(2) In addition to the termination provisions set forth in Section 7 of the Existing Remarketing Agreements and the Remarketing Agent's ability to suspend its remarketing efforts as set forth in Section 2(b)(1)(iv) hereof, the Remarketing Agent may, upon notice to the Company, cease offering and selling a series of the Bonds with immediate effect if any of the rating agencies then rating such series of Bonds or the Bank shall downgrade the ratings assigned to either such series of Bonds or the Bank so that such series of Bonds are not "Eligible Securities" as defined under Rule 2a-7 of the Investment Company Act of 1940, as amended. Following termination, the provisions of Section 2(a)(3) of this Agreement and Sections 5 (Indemnification) and 6 (Remarketing Agent's Liabilities) of the Existing Remarketing Agreements will continue in effect as to transactions prior to the date of termination, and each party will pay the other party any amounts owing at the time of termination.

(c) Purchase, Sale and Delivery of the Bonds.

(1) On the basis of the representations and warranties contained herein and in the other agreements referred to herein and subject to the terms and conditions herein set forth, at the Closing Time, the Purchaser hereby offers and agrees to purchase all, and not less than all, of the Bonds delivered to the Paying Agent for purchase on the Conversion Date. The purchase price for the Bonds will be 100% of the principal amount of the Bonds, plus accrued interest, if any (the "Purchase Price"). The date of the Bonds, the initial Weekly Rate for the Bonds and the maturity therefor are set forth in Schedule I hereto and the Bonds shall otherwise have such terms and provisions as set forth in the Final Reoffering Document.

(2) The 2006 Series B Bonds and 2008 Series A Bonds currently bear interest at the Dutch Auction Rate and Flexible Rate, respectively, and shall convert to the Weekly Rate on the Conversion Date pursuant to the terms of the Indenture.

(3) The financial guaranty insurance policy relating to the 2006 Series B Bonds (the "Bond Insurance Policy"), originally issued by Ambac Assurance Corporation ("Ambac"), will be terminated and released at the Closing Time, and the Company hereby requests that the Purchaser enter into an agreement with Ambac to effectuate such termination and release of the Bond Insurance Policy.

(4) The Bonds are subject to mandatory tender for purchase pursuant to the conditions described in the Indenture.

(5) At 10:00 A.M., Louisville time, on December 19, 2008, or at such other time and/or date as shall have been mutually agreed upon by the Company and the Purchaser (such time and date being referred to herein as the "Closing Time"), the Tender Agent will deliver, or cause to be delivered, to The Depository Trust Company ("DTC"), New York, New York, for the account of the Purchaser, the Bonds, in book-entry form; and the Purchaser will accept such delivery and pay the purchase price of the Bonds by making a wire transfer in immediately available funds of an amount equal to the aggregate principal amount of the Bonds plus accrued interest to the Closing Time to the Tender Agent. The activities relating to the delivery of and payment for the Bonds and the delivery of the certificates, opinions and other instruments as described in this Agreement shall occur at the office of Stoll Keenon Odgen PLLC, Bond Counsel, in Louisville, Kentucky, or at such other place as shall have been mutually agreed upon by the Company and the Purchaser.

(6) As compensation for acting as the initial purchaser of the Bonds, the Company agrees to pay to the Purchaser a fee of \$135,000 at the Closing Time in New York federal or similar same day funds, exclusive of the out-of-pocket expenses of the Purchaser. The Purchaser is authorized and hereby represents and warrants to the Company that it is authorized to execute this Agreement and has full authority to take such action as it may deem advisable with respect to all matters relating to this Agreement.

(d) Reoffering.

(1) The Purchaser agrees to make a reoffering of all of the Bonds in the manner set forth herein at a reoffering price equal to the Purchase Price.

(2) The Company agrees to deliver to the Purchaser, at such address as the Purchaser shall specify, as many copies of the Final Reoffering Document as the Purchaser shall reasonably request, except for any documents incorporated by reference therein, as necessary to comply with paragraph (b)(4) of Rule 15c2-12 and all applicable rules of the Municipal Securities Rulemaking Board. The Company agrees to deliver such copies of the Final Reoffering Document promptly, and in any event within seven business days, after the execution of this Agreement.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS.

The obligations of the Purchaser hereunder shall be subject to the due performance by the Company of its obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the representations and warranties of the Company contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) the representations and warranties of the Company contained herein shall be true and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) at the time of the Closing, the Final Reoffering Document shall not have been supplemented or amended, except in any such case as may have been agreed to by the Purchaser;

(c) at the time of the Closing, the Purchaser shall have received a letter from PricewaterhouseCoopers LLP in form and substance satisfactory to the Purchaser, dated as of the date of the Closing, confirming that it is an independent public accountant within the meaning of Rule 101 of the Rules of Conduct in the Code of Professional Ethics of the American Institute of Certified Public Accountants and stating in effect (except as otherwise agreed to by the Company) that:

(1) it has performed limited procedures, not constituting an audit, including a reading of the most recent unaudited interim financial statements of the Company since December 31, 2007, a reading of the minutes of the Stockholders, the Board of Directors and Executive Committee of the Company set forth in the minute books on December 12, 2008 and inquiries of officials of the Company responsible for financial and accounting matters, and on the basis of such limited procedures stating in effect that: (y) at the date of the latest available balance sheet read by such accountant and at a subsequent specified date not more than five (5) business days prior to the date of this Agreement, there was any change in the cumulative preferred stock or long-term debt of the Company on a consolidated basis or any decrease in common stock or retained earnings as compared with the amount shown in the Company's annual report dated for the year ended December 31, 2007; or (z) for a period of twelve months ending with the latest available income statements read by such accountant and at a specified date within five (5) business days of the date of this Agreement, there were any decreases in operating revenues or net income as compared with the corresponding period in the prior year, except in all cases set forth in clauses (y) and (z) above for changes or decreases which Appendix A to the Final Reoffering Document discloses have occurred or may occur, except as occasioned by the declaration or payment of dividends, by sinking fund payments made on long-term debt or by the draw-down of proceeds from prior pollution control financings or except for changes or decreases as may be set forth in such letter which are not material to the Company in the reasonable judgment of the Purchaser; and

(2) it has compared certain dollar amounts (or percentages derived from such dollar amounts) and other financial information including the ratio of earnings to fixed charges for the twelve months ended December 31, 2007 and September 30, 2008 contained in Appendix A to the Final Reoffering Document and identified for such purpose by the Purchaser or its counsel (in each case to the extent that such dollar amounts, percentages and other financial information are derived from the general accounting records of the Company subject to the internal controls of the Company's accounting system or are derived directly from such records by analysis or computation) with the results obtained from inquiries, a reading of such general accounting records and other procedures specified in such letter, and has found such dollar amounts, percentages

and other financial information to be in agreement with such results, except as otherwise specified in such letter;

(d) the Bonds shall have been authorized, executed and delivered in the forms theretofore approved by the Purchaser with only such changes therein as the Company and the Purchaser shall mutually agree upon;

(e) at the Closing Time, the Purchaser shall receive:

(1) the opinions dated as of the Closing Time of (i) Stoll Keenon Ogden PLLC, Bond Counsel, substantially in the forms attached as Appendix B to the Final Reoffering Document, (ii) Jones Day, counsel for the Company, in a form reasonably satisfactory to the Purchaser, (iii) John R. McCall, Esq., General Counsel of the Company, in a form reasonably satisfactory to the Purchaser, (iv) Winston & Strawn LLP, counsel to the Purchaser, which shall be satisfactory to the Purchaser, and (v) King & Spalding LLP, New York counsel to the Bank, and Kirkland & Ellis LLP, German counsel to the Bank, each in a form reasonably satisfactory to the Purchaser;

(2) a certificate, satisfactory in form and substance to the Purchaser, of the President, a Vice President or the Treasurer of the Company, dated as of the Closing Time, to the effect that (i) the Company has duly performed all of its obligations under each of this Agreement and the Loan Agreement to be performed in connection with the conversion of the Bonds and the purchase of the Bonds hereunder at or prior to the Closing Time, (ii) each of the representations and warranties of the Company contained in this Agreement is true and correct as of the Closing Time and (iii) as of the Closing Time, there has been no material adverse change (whether or not arising from transactions in the ordinary course of business) in the business, properties, condition (financial or otherwise), operations or business prospects of the Company from that set forth in or contemplated by Final Reoffering Document as in effect on the date of this Agreement;

(3) the Final Reoffering Document, and each supplement or amendment, if any, thereto;

(4) evidence, satisfactory in form and substance to the Purchaser, that on or prior to the Closing Time, the Bond Insurance Policy has been terminated and released;

(5) copies of resolutions or similar approvals adopted by the Board of Directors of the Company or committees of such Board, authorizing the execution and delivery of this Agreement;

(6) true copies of the Bond, including any addendums thereto;

(7) certificates of one or more authorized officers of the Trustee, dated the Closing Date, as to the due conversion and remarketing of the Bonds;

(8) any certificates, tax filings or other documentation required by Bond Counsel relating to the conversion of the Bonds or the tax-exempt nature of the interest on the Bonds;

(9) copies of the executed Reimbursement Agreement, dated as of December 19, 2008, between the Company and the Bank, and a specimen of the executed Letter of Credit;

(10) a certificate of one or more authorized officers of the Bank, dated the Closing Date as to, among other things, the authority of the Bank to execute and deliver the Letter of Credit and to perform its obligations thereunder and certifying to the accuracy and correctness of the information provided by the Bank and contained in Appendix C to the Reoffering Circular; and

(11) such additional certificates, opinions and other documents as the Purchaser may reasonably request to evidence performance of or compliance with the provisions of this Agreement and the transactions contemplated hereby; all such certificates and other documents to be satisfactory in substance to the Purchaser and in form and scope to the Purchaser's counsel; and

(f) at or prior to the Closing Time, the Bonds shall have been rated at least "Aaa/VMIG1" by Moody's Investors Service, Inc. and "AA+/A-1+" by Standard & Poor's Ratings Service and evidence of each such ratings shall have been delivered to the Purchaser.

SECTION 4. TERMINATION.

(a) Purchaser's Obligations. The Purchaser shall have the right to cancel its obligations hereunder to purchase the Bonds (and such cancellation hereunder shall not constitute a default for purposes of Section 8 hereof) by notifying the Company in writing or by telegram of its election to do so between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time:

(1) legislation shall be passed by the House of Representatives or the Senate of the Congress of the United States, or recommended to the Congress of the United States for passage by the President of the United States or favorably reported for passage to either the House of Representatives or the Senate by any committee of either such body to which such legislation has been referred for consideration, a decision by a court established under Article III of the Constitution of the United States, or the Tax Court of the United States, shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing Federal income taxation, or any other event shall have occurred which results in the imposition of Federal income taxation, upon revenues or other income to be derived by the Company or upon interest received on obligations of the general character of the Bonds, or which fails to exempt interest on bonds of the specific character of the Bonds to the extent described in the Final Reoffering Document under the headings "Tax Treatment", and which, in any such case, in the Purchaser's opinion, would make it impracticable to market the Bonds on the terms and in the manner contemplated in the Final Reoffering Document;

(2) legislation shall be passed by the House of Representatives or the Senate or the Congress of the United States, or a decision by a court of the United States shall be

rendered, or a ruling, regulation, order or official statement by or on behalf of the Securities and Exchange Commission (the "SEC") or other governmental agency having jurisdiction of the subject matter shall be made or proposed which would result in the Bonds not being exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect (the "1933 Act"), or of the Trust Indenture Act of 1939, as amended and as then in effect;

(3) any event shall have occurred which makes untrue or incorrect, in any material respect as of the time the same purports to speak, any statement or information contained in the Final Reoffering Document, or the financial statements contained or referred to therein, or which is not reflected in the Final Reoffering Document or such financial statements, but should be reflected therein as of the time and in light of the purpose for which the Final Reoffering Document or such financial statements are to be used in order to make the statements and information contained therein not misleading in any material respect as of such time (other than, in each case, any statement or omission based upon information furnished in writing to the Company by the Purchaser expressly for use therein); or

(4) in the Purchaser's reasonable judgment, the marketability of the Bonds shall be adversely affected because: (i) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (ii) the New York Stock Exchange, or any governmental authority, shall impose, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Purchaser; (iii) a general banking moratorium shall have been established by federal or New York authorities; or (iv) the outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or any other calamity or crisis if the effect of any such event in the Purchaser's judgment makes it impracticable or inadvisable to proceed with the offering or sale of the Bonds on the terms contemplated hereby or makes it impracticable for the Purchaser to enforce contracts for the sale of the Bonds.

(b) Remarketing Agent's Obligations. The Remarketing Agent shall have the right to suspend or terminate its obligations hereunder and under the Existing Remarketing Agreements to remarket the Bonds as set forth in Section 2(a) of this Agreement.

SECTION 5. CONDITIONS OF THE COMPANY'S OBLIGATIONS.

The Company's obligations hereunder are subject to the Purchaser's performance of their obligations hereunder, and the further condition that at the Closing Time, the Company shall receive the opinions of their respective counsel described in Section 3 hereof.

SECTION 6. INDEMNIFICATION.

(a) The Company agrees to indemnify and hold harmless the Purchaser, each of its directors, officers, employees and agents, and each person, if any, who controls the Purchaser

within the meaning of Section 15 of the 1933 Act, and Section 20 of the 1934 Act against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any untrue statement or alleged untrue statement of a material fact contained in the Final Reoffering Document or caused by any omission or alleged omission from the Final Reoffering Document of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading except insofar as such losses, claims, damages, liabilities or expenses are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information furnished in writing to the Company by the Purchaser, provided that the foregoing indemnity with respect to the Final Reoffering Document shall not inure to the benefit of the Purchaser if the person asserting such losses, claims, damages, liabilities or expenses had not been sent or given a copy of the Final Reoffering Document made available by the Company which corrected such untrue statement or omission by or on behalf of the Purchaser at or prior to the delivery of the Bonds to such person. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) The Purchaser agrees to indemnify and hold harmless the Company, each of its directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act and Section 20 of the 1934 Act and each officer and employee of the Company against any and all losses, claims, damages, liabilities or expenses caused by any untrue statement or alleged untrue statement of a material fact contained in the Final Reoffering Document or caused by any omission or alleged omission from the Final Reoffering Document of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in conformity with written information furnished to the Company by the Purchaser expressly for use in the Final Reoffering Document. This indemnity agreement will be in addition to any liability which the Purchaser may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 6(c) of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 6(c), notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under this Section 6(c) nor affect any rights it may have otherwise than under this Section 6(c) to participate in and/or assume the defense of any action brought against any indemnified party. In case such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate in, and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section 6(c) for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation, provided that notwithstanding the foregoing, if such indemnified party shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those

available to the indemnifying party, the indemnifying party shall not have the right so to assume the defense of such action on behalf of such indemnified party, and the legal and other expenses incurred by such indemnified party in connection with such defense shall be borne by the indemnifying party. The indemnifying party shall not be liable for any settlement of any such action effected without its written consent.

In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in this Section 6(c) is for any reason held to be unavailable to an indemnified party, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Purchaser on the other from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required in the paragraph above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Purchaser on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Purchaser on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Purchaser. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Purchaser on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this Section 6(c) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, the Purchaser shall not be required to contribute any amount in excess of the amount by which the total price at which the Bonds underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which the Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph, each person, if any, who controls the Purchaser within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Purchaser, and each director and officer of the Company and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act and Section 20 of the 1934 Act shall have the same rights to contribution as the Company.

SECTION 7. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY.

All representations, warranties and agreements of the Company shall remain operative and in full force and effect, regardless of any investigations made by the Purchaser or undertaken on its behalf, and shall survive delivery of the Bonds.

SECTION 8. PAYMENT OF EXPENSES.

Whether or not the Bonds are sold to the Purchaser, the Purchaser shall be under no obligation to pay any expenses incident to the performance of the obligations of the Company hereunder. All expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds, whether or not the Bonds are sold to the Purchaser (unless such sale shall have been prevented at the Closing Time by its default), including, without limitation, the reasonable fees and disbursements of (i) Stoll Keenon Ogden PLLC, as Bond Counsel, (ii) Jones Day, as counsel for the Company, (iii) Winston & Strawn LLP, as counsel to the Purchaser, as well as in connection with the qualification of the Bonds for sale under the securities or "Blue Sky" laws of various jurisdictions and the preparation of the Blue Sky Survey, (iv) fees and expenses of the Bank and its counsel, and (v) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, the Final Reoffering Document, this Agreement and all other agreements and documents contemplated hereby and drafts of any thereof, shall be paid by the Company.

SECTION 9. [Reserved.]

SECTION 10. NOTICE.

Any notice or other communication to be given to the Company under this Agreement may be given by mailing or delivering the same in writing to the Company at One Quality Street, Lexington, Kentucky 40507, Attention: Treasurer and to the Company c/o E.ON U.S. LLC, 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer and any notice or other communication to be given to the Purchaser or the Remarketing Agent under this Agreement may be given by delivering the same in writing to Banc of America Securities LLC, One Bryant Park, NY1-100-11-03, New York, New York 10036, Facsimile: (646) 855-0985, Attention: Peter Dougherty.

SECTION 11. APPLICABLE LAW; NONASSIGNABILITY.

This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to the principles of conflicts of laws. This Agreement shall not be assigned by the Company.

SECTION 12. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. No amendment of this Agreement shall be made without the written consent of the Company.

SECTION 13. INTERESTED PARTIES.

This Agreement is solely for the benefit of the parties hereto, and the execution thereof shall not give rise to any rights in persons other than the parties hereto.

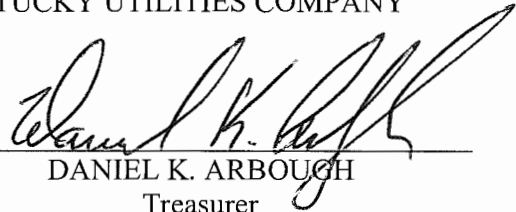
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Very truly yours,

KENTUCKY UTILITIES COMPANY

By: _____



DANIEL K. ARBOUGH
Treasurer

Agreed and accepted as of the date first above written:

BANC OF AMERICA SECURITIES LLC,
in its capacities as Remarketing Agent and Purchaser

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

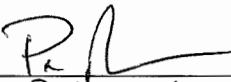
Very truly yours,

KENTUCKY UTILITIES COMPANY

By: _____
DANIEL K. ARBOUGH
Treasurer

Agreed and accepted as of the date first above written:

BANC OF AMERICA SECURITIES LLC,
in its capacities as Remarketing Agent and Purchaser

By: 
Its: Principal

SCHEDULE I

DESCRIPTION OF THE BONDS

2006 Series B Bonds

Total Principal Amount of the Bonds --	\$54,000,000
Maturity Date of the Bonds --	October 1, 2034
Dated Date of the Bonds --	February 23, 2007
Date of Conversion to Weekly Rate --	December 19, 2008
Initial Weekly Rate --	1.35%

2006 Series B Bonds

Total Principal Amount of the Bonds --	\$77,947,405
Maturity Date of the Bonds --	February 1, 2032
Dated Date of the Bonds --	October 17, 2008
Date of Conversion to Weekly Rate --	December 19, 2008
Initial Weekly Rate --	1.35%

\$77,947,405
COUNTY OF CARROLL, KENTUCKY
ENVIRONMENTAL FACILITIES REVENUE BONDS
2008 SERIES A
(KENTUCKY UTILITIES COMPANY PROJECT)

REMARKETING AGREEMENT

This REMARKETING AGREEMENT (this "Agreement"), dated as of August 1, 2008, is by and between Kentucky Utilities Company (the "Company") and Banc of America Securities LLC (the "Remarketing Agent").

The Company has requested the County of Carroll, Kentucky (the "Issuer") to issue \$77,947,405 principal amount of its Environmental Facilities Revenue Bonds, 2008 Series A (Kentucky Utilities Company Project) (the "2008 Series A Bonds") pursuant to an Indenture of Trust, dated as of August 1, 2008 (the "2008 Series A Indenture") by and between the Issuer and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"). The proceeds of the 2008 Series A Bonds will be loaned to the Company and the Company will agree to make payments sufficient to pay the principal and purchase price, premium, if any, and interest on the 2008 Series A Bonds and certain other expenses pursuant to a Loan Agreement, dated as of August 1, 2008 (the "2008 Series A Loan Agreement") by and between the Issuer and the Company. Each capitalized term not otherwise defined herein shall have the meaning given to such term in the 2008 Series A Indenture and the Bond Purchase Agreement in respect of the 2008 Series A Bonds between the Issuer and Banc of America Securities LLC dated October 17, 2008.

In consideration of the mutual promises, representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment and Acceptance. In reliance upon the representations, warranties and covenants herein contained, but subject to the terms and conditions herein set forth, Banc of America Securities LLC hereby accepts its appointment as Remarketing Agent for the 2008 Series A Bonds and hereby agrees to perform the duties and obligations imposed upon it as Remarketing Agent under the 2008 Series A Indenture and hereunder, and agrees to keep such books and records with respect to its duties as Remarketing Agent under the 2008 Series A Indenture and hereunder as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Company and the Trustee at all reasonable times upon reasonable advance notice. The Remarketing Agent represents that it routinely engages in the remarketing of municipal securities such as the 2008 Series A Bonds and agrees that it will settle all transactions hereunder pursuant to customary industry practice.

2. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants to the Remarketing Agent that:

(a) the representations and warranties of the Company set forth in the Inducement Letter (each of which is incorporated herein by reference) are true and correct as of the date of execution hereof. The Company represents, warrants and covenants to and with the Remarketing Agent that, with respect to any remarketing of the 2008 Series A Bonds the representations, warranties and covenants contained in (i) the Inducement Letter and (ii) this Agreement (other than paragraph (b) below), shall apply to each remarketing of a 2008 Series A Bond, provided that the representations and warranties contained in paragraph (b) of the Inducement Letter shall apply to the most recent audited financial statements of the Company delivered to the Remarketing Agent; and, provided further, that there shall be no breach by the Company under this Section 2(a) to the extent the Company has provided disclosure to a National Repository (as defined below). References to the Underwriter in the Inducement Letter shall be deemed to refer to the Remarketing Agent for the purposes of this Section.

All information made available to the Remarketing Agent by the Company for use in connection with the transactions contemplated by this Agreement is or will be accurate in all material respects for the purposes for which its use is or will be authorized. The Company hereby consents to the use by the Remarketing Agent of the Official Statement in connection with the solicitation of offers to purchase Beneficial Interests in the 2008 Series A Bonds by the Remarketing Agent;

(b) the representations and warranties contained in the 2008 Series A Loan Agreement with respect to the Company are true and correct as of their date, are true and correct as of the date hereof, and will be true and correct as of the initial delivery date of the 2008 Series A Bonds with the same force and effect as if expressly set forth herein;

(c) any financial statements of the Company heretofore or hereafter furnished to the Remarketing Agent or any potential purchaser of the 2008 Series A Bonds (or Beneficial Owner of the 2008 Series A Bonds) in connection with the 2008 Series A Bonds present and will present fairly the financial position of the Company as of the respective dates of such financial statements and for the respective periods covered thereby, all in conformity with generally accepted accounting principles applied on a consistent basis throughout the period involved;

(d) the Company will at all times take all appropriate action and execute all necessary documents to obtain any approvals from any governmental authority or agency which may be required for the issuance or sale of the 2008 Series A Bonds, and will not take any action which may obstruct or hinder any such governmental approval. The Company will use its commercial best efforts, when and as requested by the Remarketing Agent, to furnish information and otherwise cooperate in qualifying the 2008 Series A Bonds for offer and sale under the securities laws of such jurisdictions as the Remarketing Agent may reasonably designate, and will make such applications and furnish such information as may be required for that purpose. The Company will, from time to time, prepare and file such statements and reports as are or may be required to continue such qualification in effect for as long a period as the Remarketing Agent may reasonably request. In connection with the foregoing, the Company shall not be required to register as a dealer or broker in any state or jurisdiction nor to execute a general consent to

service of process or qualify to do business in connection with the qualification of the 2008 Series A Bonds for sale in any state or jurisdiction;

(e) any certificate signed by an authorized officer of the Company and delivered to the Issuer or the Remarketing Agent shall be deemed a representation and warranty by the Company to the Issuer or the Remarketing Agent as to the statements made therein; and

(f) the Company will immediately notify the Remarketing Agent of (i) any fact or occurrence as a result of which the Disclosure Document (as defined in Section 5 hereof) would be or become false or misleading in any material respect, (ii) any replacement of the Trustee or Paying Agent under the 2008 Series A Indenture, (iii) any event of default under the 2008 Series A Indenture or any event which, with notice or lapse of time or both, would constitute such an event of default, (iv) any change in the dates for the redemption or purchase of the 2008 Series A Bonds, (v) any new rating, any change of status or reduction in a rating, any qualification or withdrawal or any written suggestion by any of the Rating Services that it is considering a possible reduction, qualification or withdrawal in the rating of the 2008 Series A Bonds, (vi) any adverse change, or to the best knowledge of the Company, any threatened adverse change, in the federal income tax treatment of interest on the 2008 Series A Bonds by the beneficial owners thereof, (vii) the need for any opinion of Bond Counsel as to the tax status of any of the 2008 Series A Bonds, (viii) a mandatory tender, exchange or call for redemption of one or more of the 2008 Series A Bonds, (ix) any change in the Interest Rate Mode with respect to any of the 2008 Series A Bonds and (x) each material amendment, modification or supplement to the 2008 Series A Indenture.

(g) the Company shall provide to each National Repository (as defined below) (i) annual financial information of the type set forth in Appendix A to the Official Statement, dated October 9, 2008 (including any information incorporated by reference therein) delivered with respect to the issuance of the 2008 Series A Bonds and (ii) audited financial statements prepared in accordance with generally accepted accounting principles ("GAAP"), in each case to be provided not later than one hundred twenty (120) days after the end of the Company's fiscal year. A "National Repository" shall mean any nationally recognized municipal securities information repository now or hereafter designated as such by the Securities and Exchange Commission for purposes of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

3. Fees and Expenses. (a) From the date of their initial issuance, the 2008 Series A Bonds will accrue interest at a Flexible Rate and be subject to mandatory purchase and conversion as provided in the 2008 Series A Indenture. The 2008 Series A Bonds are not subject to purchase on demand of the owners of the 2008 Series A Bonds during this initial Rate Period.

(b) In consideration of the services to be performed by the Remarketing Agent under this Agreement, so long as the 2008 Series A Bonds accrue interest at the Flexible Rate, the Company agrees to pay to the Remarketing Agent an annual fee equal to 0.15% of the weighted average principal amount of the Bonds outstanding during each three-month period, or such other amount as may be agreed upon from time to time by the Company and the Remarketing Agent, payable quarterly in arrears on each January 1, April 1, July 1 and October 1,

commencing January 1, 2009 (payment for the initial period and payment for the final period to be pro-rated).

(c) If the Company (i) elects to cause a letter of credit to be issued under a credit facility with Commerzbank or another financial institution to support the aggregate principal amount of the 2008 Series A Bonds and (ii) in connection therewith, elects to convert the interest rate mode of the 2008 Series A Bonds to accrue interest at the Daily Rate, the Weekly Rate or the Semi-Annual Rate, the Company shall pay the Remarketing Agent directly, as compensation for its services hereunder an annual fee equal to 0.10% of the weighted average principal amount of the Bonds outstanding during each three-month period, or such other amount as may be agreed upon from time to time by the Company and the Remarketing Agent, payable quarterly in arrears on each January 1, April 1, July 1 and October 1 (payment for the initial period and payment for the final period to be pro-rated).

(d) The parties anticipate that separate arrangements will be made for the remarketing of 2008 Series A Bonds accruing interest at the Semi-Annual, Annual Rate or the Long Term Rate or if the 2008 Series A Bonds are subject to mandatory purchase.

(e) The Company will pay all expenses of delivering remarketed 2008 Series A Bonds and reimburse the Remarketing Agent for all direct, out-of-pocket expenses incurred by it as Remarketing Agent, including reasonable counsel fees and disbursements.

(f) The Issuer shall have no responsibility, obligation or liability with respect to any payments hereunder.

4. Disclosure Document. If the Remarketing Agent reasonably determines that it is necessary or desirable to use a Disclosure Document in connection with the remarketing of the 2008 Series A Bonds, the Remarketing Agent will notify the Company and the Company will, or will use its reasonable best efforts to cause the Issuer to, provide the Remarketing Agent, at the Company's expense (including, without limitation, the fees and disbursements of counsel to the Remarketing Agent and any costs incurred in connection with the preparation, reproduction and delivery of documents), with a Disclosure Document reasonably satisfactory to the Remarketing Agent and its counsel in respect of the 2008 Series A Bonds. The Company will, or will cause the Issuer to, supply the Remarketing Agent with such number of copies of the Disclosure Document as the Remarketing Agent reasonably request from time to time. The Company will, or will cause the Issuer to, supplement and amend the Disclosure Document so that at all times during the remarketing of the 2008 Series A Bonds the Disclosure Document will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in the Disclosure Document, in the light of the circumstances under which they were made, not misleading.

5. Indemnification. (a) The Company agrees to indemnify and hold harmless the Remarketing Agent and its directors, officers, employees and agents and each person, if any, who controls the Remarketing Agent, within the meaning of Section 20 of the Exchange Act or Section 15 of the Securities Act of 1933, as amended (the "Securities Act"), from and against any and all losses, claims, damages, liabilities or expenses caused by any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, as amended,

supplemented or modified (provided that for purposes of this Agreement, filings made with National Repositories constitute an amendment or supplement of the Official Statement) (the "Disclosure Document"), or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by any untrue statement or omission or alleged untrue statement or alleged omission based upon information contained under the caption "Summary of the Bonds—Remarketing Agent" and "—Special Considerations Relating to the Remarketing Agent" or otherwise furnished in writing to the Issuer or the Company by the Remarketing Agent expressly for use therein; provided that as to any Official Statement this indemnity agreement shall not inure to the benefit of the Remarketing Agent or to that of any person controlling the Remarketing Agent on account of any losses, claims, damages or liabilities arising from the sale of the 2008 Series A Bonds to any person if the Remarketing Agent failed to send or give a copy of the Official Statement, as the same may be amended or supplemented, to that person at or prior to confirmation of the sale of the 2008 Series A Bonds to that person, and the untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact was corrected in the Official Statement, as amended or supplemented, unless such failure resulted from the Company's failure to furnish promptly or cause to be furnished promptly to the Remarketing Agent, without charge, as many copies of the Official Statement and any amendment or supplement thereto as the Remarketing Agent may reasonably request.

(b) The Remarketing Agent agrees to indemnify and hold harmless the Company, its directors, officers and employees to the same extent as the foregoing indemnity from the Company to the Remarketing Agent, but only with reference to information relating to the Remarketing Agent contained under the caption "Summary of the Bonds—Remarketing Agent" and "—Special Considerations Relating to the Remarketing Agent" or otherwise furnished in writing by the Remarketing Agent expressly for use in the Disclosure Document.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 5(a) or (b) above, such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) included both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to a conflict of interest between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction arising out of the same allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate counsel for all such indemnified parties. Such counsel shall be designated in writing by the Remarketing Agent in the case of parties

indemnified pursuant to Section 5(a) and by the Company in the case of parties indemnified pursuant to Section 5(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there shall be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) If the indemnification provided for in this Section 5 is unavailable to an indemnified party under Section 5(a) or (b) above in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party in lieu of indemnifying such indemnified party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the Company, on the one hand, and of the Remarketing Agent, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations, including relative benefit. The relative fault of the Company, on the one hand, and of the Remarketing Agent, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Remarketing Agent and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the Remarketing Agent agree that it would not be just and equitable if contribution pursuant to this Section 5 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 5, the Remarketing Agent shall not be required to contribute any amount in excess of the aggregate amount of remarketing fees paid to such party under Section 3 hereof. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

6. Remarketing Agent's Liabilities. The Remarketing Agent shall not incur liability to the Company, the Issuer or any other party for its actions as Remarketing Agent pursuant to the terms hereof and of the 2008 Series A Indenture except for (i) the liabilities for which the Remarketing Agent has agreed to indemnify the Company and others pursuant to Section 5(b) above and (ii) its negligence or willful misconduct; provided, notwithstanding the foregoing, conduct by the Remarketing Agent in fulfilling its obligations under this Agreement will not be deemed negligent if such action complies with customary industry standard. In setting the interest rates on the 2008 Series A Bonds, the Remarketing Agent shall not be liable for any error made in good faith.

7. Termination. (a) The Remarketing Agent will resign if requested by the Company by an instrument filed with the Issuer, the Remarketing Agent, the Trustee and the

Tender Agent (as these terms are used in the 2008 Series A Indenture). The Remarketing Agent may resign at any time, following sixty (60) days' prior written notice to the Company, the Issuer, the Trustee and the Tender Agent. Following termination, the provisions of Sections 5 and 6 will continue in effect as to transactions prior to the date of termination, and each party will pay the other any amounts owing at the time of termination. The Remarketing Agent, after prior consultation with the Company, may cease remarketing and selling the 2008 Series A Bonds with immediate effect if it determines, in its reasonable judgment, that it is not advisable to attempt to remarket the 2008 Series A Bonds for any reason, including without limitation, (i) a pending or proposed change in applicable tax laws, (ii) a material adverse change in the financial condition of the Company, (iii) a banking moratorium, (iv) an outbreak or escalation of hostilities, (v) a downgrading of the rating on the 2008 Series A Bonds, (vi) an imposition of material restrictions on the 2008 Series A Bonds or similar obligations, (vii) a general suspension of trading or the fixing of minimum or maximum prices for trading on the New York Stock Exchange, or (viii) a material misstatement or omission in the Disclosure Document as then modified or supplemented. Pursuant to Section 58 of the Kentucky Revised Statutes, the Issuer has the right to remove the Remarketing Agent at any time in its sole discretion.

(b) In the event of the resignation or removal of the Remarketing Agent, the Issuer, upon the direction of the Company, shall promptly appoint a successor Remarketing Agent meeting the qualifications set forth in the 2008 Series A Indenture and such resigning or removed Remarketing Agent shall pay over, assign and deliver any moneys and 2008 Series A Bonds held by such party in such capacity to its successor or, if there be no successor, to the Trustee.

8. Dealing in 2008 Series A Bonds by Remarketing Agent. In carrying out its duties hereunder, the Remarketing Agent shall act solely as the agent of the owners from time to time of the 2008 Series A Bonds, and the Remarketing Agent's responsibility is limited to the use of its commercially reasonable efforts to solicit offers to purchase the 2008 Series A Bonds. Banc of America Securities LLC, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the 2008 Series A Bonds, and may join in any action which any owner of any 2008 Series A Bond may be entitled to take with like effect as if it did not act in any capacity hereunder; however, the Remarketing Agent shall have no obligation hereunder to buy or take any position in the 2008 Series A Bonds for its own account. Banc of America Securities LLC, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Company and may act as depository, trustee or agent for any committee or body of 2008 Series A Bondholders or other obligations of the Company as freely as if it did not act in any capacity hereunder.

9. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any 2008 Series A Bonds, as herein provided, shall constitute or be construed to be the extinguishment of any 2008 Series A Bond or the indebtedness represented thereby or the reissuance of any 2008 Series A Bond or the refunding of any indebtedness represented thereby.

10. Notices. Unless otherwise provided, all notices, requests, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered, if sent to the Company, to Kentucky Utilities Company, One Quality Street, Lexington, Kentucky 40507,

Attention: Treasurer (with a copy to Kentucky Utilities Company, c/o E. ON U.S. LLC, 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer); and if sent to the Remarketing Agent, to Banc of America Securities LLC, One Bryant Park, NY1-100-11-03, New York, New York 10036, Facsimile: (646) 855-0985, Attention: Peter Dougherty, which is hereby designated as a Remarketing Agent's principal office for the purpose of the 2008 Series A Indenture.

11. Amendments. The Company agrees not to consent to any amendment of the 2008 Series A Indenture insofar as it relates to this Agreement or the rights and duties of the Remarketing Agent without the prior written consent of the Remarketing Agent. This Agreement may not be amended except by a writing signed by each of the parties hereto.

12. Governing Law. This Agreement will be governed by the internal laws of the State of New York.

13. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

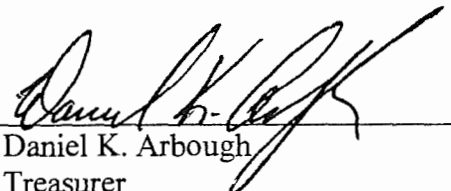
14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures appear on the immediately following page]

IN WITNESS WHEREOF, the Remarketing Agent and the Company, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Remarketing Agreement as of the date first written above.

KENTUCKY UTILITIES COMPANY

By: _____


Daniel K. Arbough
Treasurer

BANC OF AMERICA SECURITIES LLC,
as the Remarketing Agent

By: _____

IN WITNESS WHEREOF, the Remarketing Agent and the Company, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Remarketing Agreement as of the date first written above.

KENTUCKY UTILITIES COMPANY

By: _____
Daniel K. Arbough
Treasurer

BANC OF AMERICA SECURITIES LLC,
as the Remarketing Agent

By:  _____

\$54,000,000
County of Carroll, Kentucky
Environmental Facilities Revenue
Refunding Bonds, 2006 Series B
(Kentucky Utilities Company Project)
Due: October 1, 2034

\$77,947,405
County of Carroll, Kentucky
Environmental Facilities Revenue Bonds
2008 Series A
(Kentucky Utilities Company Project)
Due: February 1, 2032

**REMARKETING AND BOND PURCHASE
AGREEMENT**

December 18, 2008

Banc of America Securities LLC
One Bryant Park
NY1-100-11-03
New York, New York 10036

Ladies and Gentlemen:

Kentucky Utilities Company, a Kentucky and Virginia corporation (the "Company") hereby offers to enter into this Remarketing and Bond Purchase Agreement (this "Agreement") with Banc of America Securities LLC, in its capacity as initial purchaser (the "Purchaser") and in its capacity as Remarketing Agent (the "Remarketing Agent") of the Bonds (as defined below), and upon your acceptance, this offer will be binding upon each of Banc of America Securities LLC and the Company. Terms capitalized but not otherwise defined herein shall have the meanings assigned thereto in the Indenture (as defined below).

RECITALS:

WHEREAS, at the request of the Company, the County of Carroll, Kentucky (the "Issuer") issued (i) \$54,000,000 County of Carroll, Kentucky, Environmental Facilities Revenue Refunding Bonds, 2006 Series B (Kentucky Utilities Company Project) (the "2006 Series B Bonds") on February 23, 2007 under and pursuant to an Indenture of Trust, dated as of October 1, 2006 (as amended as restated, the "2006 Indenture") by and between the Issuer and Deutsche Bank Trust Company Americas, as trustee, paying agent and bond registrar and (ii) \$77,947,405 County of Carroll, Kentucky, Environmental Facilities Revenue Bonds, 2008 Series A (Kentucky Utilities Company Project) (the "2008 Series A Bonds" and together with the 2006 Series B Bonds, the "Bonds") on October 17, 2008 under and pursuant to an Indenture of Trust, dated as of August 1, 2008 (as amended as restated, the "2008 Indenture" and, together with the 2006 Indenture, the "Indenture") by and between the Issuer and the Trustee, as trustee, paying agent and bond registrar (the "Trustee");

WHEREAS, the 2006 Series B Bonds currently bear interest at the Dutch Auction Rate, and the 2008 Series A Bonds currently bear interest at the Flexible Rate;

WHEREAS, in accordance with the terms of the Indenture, the Company has given notice of conversion of the interest rate mode of each series of the Bonds to the Weekly Rate, with such conversion to occur on December 19, 2008 (the "Conversion Date");

WHEREAS, the Company has elected to terminate a municipal bond insurance policy securing the 2006 Series B Bonds and simultaneously deliver an irrevocable, transferable direct pay letter of credit (the "Letter of Credit") issued by Commerzbank AG, New York Branch (the "Bank"), with respect to each series of the Bonds, and reoffer the Bonds on December 19, 2008; and

WHEREAS, in accordance with the terms of the respective Indenture, the Bonds are subject to mandatory purchase on the Conversion Date at the Purchase Price (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

SECTION 1. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY.

The Company hereby represents and warrants, and covenants, to the Purchaser that:

(a) the Company is a corporation duly organized and validly existing under the laws of the Commonwealths of Kentucky and Virginia, is qualified to do business as a foreign corporation in Tennessee, is not required to be qualified as a foreign corporation in any other jurisdiction, and has the corporate power to own its properties and carry on its business as now being conducted;

(b) the financial statements of the Company referred to or contained in the Reoffering Circular, dated December 11, 2008 (the "Reoffering Circular"), including Appendices A, B and C thereto, relating to the Bonds, as supplemented on December 16, 2008 (such Reoffering Circular, as supplemented, together with Appendices A, B and C thereto, the "Final Reoffering Document") with the Company's approval, will present fairly the financial position of the Company as of the dates indicated and the results of its operations for the periods specified, and the financial statements will have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects with respect to the periods involved except as stated therein;

(c) the Company hereby authorizes and approves the Final Reoffering Document;

(d) as of its date and the Closing Date, all descriptions and information contained in the Final Reoffering Document, including without limitation information relating to the Projects (as defined in the Final Reoffering Document), the Bonds, the Company, the Company's participation in the transactions contemplated by the Indenture and the Loan Agreements, dated as of October 1, 2006 and August 1, 2008, by and between the Company and the Issuer (as amended and restated, "Loan Agreement") relating to the 2006 Series B Bonds and the 2008 Series A Bonds, respectively, are true and correct and do not contain any untrue statement of a

material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; *provided* that none of the representations and warranties in this Agreement shall apply to statements in or omissions from, the Final Reoffering Document made in reliance upon and in conformity with information furnished in writing by the Purchaser expressly for use in the Final Reoffering Document;

(e) the Company has the full power and authority to execute and deliver this Agreement, and to perform its obligations thereunder and engage in the transactions contemplated thereby and by the Final Reoffering Document, and this Agreement has been duly authorized by the Company and, when executed, will constitute, except as limited by law, the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting enforcement of creditors' rights generally and to the extent that general equitable principles may limit the right to obtain the remedy of specific performance of certain of the obligations thereunder and except as the indemnification provisions of this Agreement may be limited by applicable securities laws or public policy;

(f) the Company is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the Commonwealth of Kentucky or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, ordinance, resolution, agreement or other instrument to which the Company is a party or to which the Company or any of the property or assets of the Company pledged to secure or securing payment of the Bonds are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Company under any such instrument, except for such breach or default which would not, in the aggregate, reasonably be expected to have a material adverse effect on the Company or is otherwise disclosed in the Final Reoffering Document. Neither the execution, delivery and performance of this Agreement or the Final Reoffering Document nor the consummation of the transactions contemplated thereby nor the fulfillment of, or compliance with, the terms thereof will contravene the Articles of Incorporation, as amended, or the Bylaws of the Company or conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any corporate restriction of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Company is a party or by which it or its properties is or may be bound, or any law or any order, rule or regulation applicable to the Company of any court, federal or state regulatory body, administrative agency or other governmental body having jurisdiction over the Company or its properties or operations, or will result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Company;

(g) the written information supplied by the Company to Bond Counsel and counsel for the Purchaser pursuant to this Agreement with respect to the use of the proceeds from the Bonds and the solid waste disposal facilities constituting the Projects, in the form in which the same was delivered at the time of issuance of the respective series of Bonds, was and continues to be, true, correct and complete in all material respects;

(h) the Company is now and has been in compliance with its written undertakings as described in Rule 15c2-12 ("Rule 15c2-12") of the Securities Exchange Act of 1934 (the "1934 Act") for the last five years;

(i) the Company hereby authorizes the use by the Purchaser of the Final Reoffering Document, this Agreement and the information contained therein in connection with the offer and sale of the Bonds and confirms that it has consented to the use by the Purchaser prior to the date hereof of the Final Reoffering Document and consents to the distribution of the Final Reoffering Document. The Final Reoffering Document will be a final official statement, as such term is defined in Rule 15c2-12, as of its date;

(j) the Company will not take or omit to take any action which will in any way cause or result in the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture and the Loan Agreement;

(k) except as contemplated in the Final Reoffering Document, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best knowledge of the Company, threatened against or affecting the Company, or to the best knowledge of the Company, any basis therefor, wherein an unfavorable decision, ruling or finding would (i) affect the corporate existence of the Company, its right to conduct its operations as presently conducted in all material respects or the titles of its officers to their respective offices, (ii) contest in any way the completeness or accuracy of the Final Reoffering Document or any supplement or amendment thereto or (iii) have a material adverse effect on the transactions contemplated by this Agreement or the Final Reoffering Document or have a material adverse effect on the validity or enforceability of the Bonds or the Indenture;

(l) the properties of the Company referred to in the Final Reoffering Document are owned in fee simple or are held under valid leases, in each case subject only to (i) such minor imperfections of titles and encumbrances, if any, which are not substantial in amount, do not materially detract from the value or marketability of the properties subject thereto and do not materially impair the Company's operations, and (ii) the terms of the Lease Agreement dated as of December 23, 1999, relating to Units 6 and 7 at the E.W. Brown Generating Facility;

(m) except as described in the Final Reoffering Document or with respect to securities or blue sky laws of the jurisdictions described in Section 1(n) below, and except for certain environmental or building permits which will be required from time to time in connection with the construction, occupation and use of the Projects (which the Company has no reason to believe will not be received in the ordinary course as and when required), no consent, approval, authorization or other action by any governmental or regulatory authority that has not been obtained is or will be required for the offer and sale of the Bonds or the consummation of the other transactions contemplated by this Agreement and the Final Reoffering Document; all consents, approvals, authorizations and other governmental or regulatory actions which have been obtained will be in full force and effect at the Closing Time;

(n) the Company agrees to cooperate with the Purchaser and its counsel in its endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Purchaser may request, provided that the Company

shall not be required to execute a general consent to local service of process in any State except Kentucky;

(o) during the period between the date hereof and the later of (1) the date which is the 25th day following the "end of the underwriting period" (as defined in Rule 15c2-12) and (2) the Closing Date, the Company will furnish to the Purchaser, promptly upon transmission thereof, copies of such financial statements and reports as it shall file with its shareholders;

(p) the Company will advise the Purchaser promptly of the institution of any legal or regulatory proceedings affecting the use of the Final Reoffering Document in connection with the offer and sale of the Bonds;

(q) if, at any time during the period from the date hereof and ending on the 25th day following the "end of the underwriting period", any event relating to or affecting the Company shall occur as a result of which it is necessary, in the opinion of the Purchaser, to make the Final Reoffering Document not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the Company will at its expense promptly prepare and deliver to you a sufficient number of copies to permit the Purchaser to comply with the provisions of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board of an amendment of or supplement to the Final Reoffering Document (in substance satisfactory to the Purchaser and its counsel) which will amend or supplement the Final Reoffering Document so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Final Reoffering Document is delivered to a purchaser, not misleading;

(r) subject to the terms and conditions of the Loan Agreement, this Agreement and the Indenture, the Company will consummate the transactions contemplated by this Agreement and the Final Reoffering Document to be consummated by the Company; and

(s) the representations and warranties of the Company contained in the Loan Agreement are and will be at the Closing Time true and correct, and there has been and will have been at the Closing Time no breach by the Company of the covenants contained in the Loan Agreement.

SECTION 2. REMARKETING, PURCHASE, SALE, DELIVERY AND REOFFERING OF THE BONDS.

(a) Remarketing.

(1) This Agreement amends and supplements the (i) Remarketing Agreement, dated October 1, 2006, between the Company and Banc of America Securities LLC, relating to the 2006 Series B Bonds and (ii) Remarketing Agreement, dated August 1, 2008, between the Company and Banc of America Securities LLC, relating to the 2008 Series A Bonds (collectively, the agreements referred to in clauses (i) and (ii) of this paragraph, the "Existing Remarketing Agreements"), as contemplated by Sections 3 and 11 of the Existing Remarketing Agreements. In the event of any conflict between the

terms of this Agreement and the Existing Remarketing Agreements, the terms of this Agreement shall govern in all respects.

(2) In accordance with the terms of the Indenture, the Company hereby appoints Banc of America Securities LLC as Remarketing Agent, with respect to the remarketing of each series of the Bonds, as contemplated herein, in connection with and following the conversion of the Bonds to the Weekly Rate and the initial reoffering of the Bonds, and Banc of America Securities LLC hereby accepts such appointment and agrees to perform all obligations of the Remarketing Agent set forth in the respective Indenture with respect to such remarketing.

(3) The Company shall indemnify, hold harmless and defend the Remarketing Agent and its officers, directors, employees, attorneys and agents (collectively, "Additional Indemnified Parties") to the extent provided in Section 6 of this Agreement with respect to the Purchaser and the other indemnified parties referred to therein, and subject to the terms of such Section 6, with the same effect as if the Additional Indemnified Parties were specifically referred to therein.

(4) For so long as a series of the Bonds accrue interest at the Weekly Rate and are supported by the Letter of Credit, the Company shall pay the Remarketing Agent directly, as compensation for its services hereunder, an annual fee equal to .10% of the weighted average principal amount of the Bonds of such series outstanding during each three-month period, or such other amount as may be agreed upon from time to time by the Company and the Remarketing Agent, payable quarterly in arrears on each January 1, April 1, July 1 and October 1 (payment for the initial period and payment for the final period to be pro-rated). The parties anticipate that separate arrangements will be made for the remarketing of the Bonds accruing interest in any Interest Rate Mode other than at the Weekly Rate, upon the expiration or earlier termination of the Letter of Credit or if the Bonds are otherwise subject to mandatory purchase.

(5) The Company will pay all expenses of delivering the remarketed Bonds and reimburse the Remarketing Agent for all direct, out-of-pocket expenses incurred by it as Remarketing Agent, including reasonable counsel fees and disbursements.

(b) Suspension and Termination of Remarketing Agent's Obligations.

(1) Upon the occurrence of any of the following events, the Remarketing Agent, after prior consultation with the Company, may suspend its remarketing and selling of a series of Bonds, with immediate effect, which suspension will continue so long as the situation continues to exist: (i) the occurrence of any of the events set forth in Section 4(a) of this Agreement; (ii) any of the representations and warranties of the Company made hereunder shall not have been true and correct in all material respects on the date made; (iii) the Company fails to observe any of the covenants or agreements made herein with respect to the remarketing of the Bonds, which failure is determined to be material and adverse by the Remarketing Agent; (iv) any of the rating agencies then rating such series of Bonds or the Bank shall downgrade the ratings assigned to either such series of Bonds or the Bank so that such series of Bonds are not "Eligible Securities"

as defined under Rule 2a-7 of the Investment Company Act of 1940, as amended, (v) in the reasonable judgment of the Remarketing Agent, the market price or marketability of such series of Bonds or the ability of the Remarketing Agent to enforce contracts for the sale of such series of Bonds shall have been materially adversely affected by an amendment of or supplement to the Final Reoffering Document, notwithstanding the Remarketing Agent's approval of such amendment or supplement prior to its distribution; or (vi) an actual or imminent default or a moratorium in respect of payment of any U.S. Treasury bills, bonds or notes the effect of which in either Remarketing Agent's judgment makes it impractical to market such series of Bonds or to enforce contracts for the sale of such series of Bonds.

(2) In addition to the termination provisions set forth in Section 7 of the Existing Remarketing Agreements and the Remarketing Agent's ability to suspend its remarketing efforts as set forth in Section 2(b)(1)(iv) hereof, the Remarketing Agent may, upon notice to the Company, cease offering and selling a series of the Bonds with immediate effect if any of the rating agencies then rating such series of Bonds or the Bank shall downgrade the ratings assigned to either such series of Bonds or the Bank so that such series of Bonds are not "Eligible Securities" as defined under Rule 2a-7 of the Investment Company Act of 1940, as amended. Following termination, the provisions of Section 2(a)(3) of this Agreement and Sections 5 (Indemnification) and 6 (Remarketing Agent's Liabilities) of the Existing Remarketing Agreements will continue in effect as to transactions prior to the date of termination, and each party will pay the other party any amounts owing at the time of termination.

(c) Purchase, Sale and Delivery of the Bonds.

(1) On the basis of the representations and warranties contained herein and in the other agreements referred to herein and subject to the terms and conditions herein set forth, at the Closing Time, the Purchaser hereby offers and agrees to purchase all, and not less than all, of the Bonds delivered to the Paying Agent for purchase on the Conversion Date. The purchase price for the Bonds will be 100% of the principal amount of the Bonds, plus accrued interest, if any (the "Purchase Price"). The date of the Bonds, the initial Weekly Rate for the Bonds and the maturity therefor are set forth in Schedule I hereto and the Bonds shall otherwise have such terms and provisions as set forth in the Final Reoffering Document.

(2) The 2006 Series B Bonds and 2008 Series A Bonds currently bear interest at the Dutch Auction Rate and Flexible Rate, respectively, and shall convert to the Weekly Rate on the Conversion Date pursuant to the terms of the Indenture.

(3) The financial guaranty insurance policy relating to the 2006 Series B Bonds (the "Bond Insurance Policy"), originally issued by Ambac Assurance Corporation ("Ambac"), will be terminated and released at the Closing Time, and the Company hereby requests that the Purchaser enter into an agreement with Ambac to effectuate such termination and release of the Bond Insurance Policy.

(4) The Bonds are subject to mandatory tender for purchase pursuant to the conditions described in the Indenture.

(5) At 10:00 A.M., Louisville time, on December 19, 2008, or at such other time and/or date as shall have been mutually agreed upon by the Company and the Purchaser (such time and date being referred to herein as the "Closing Time"), the Tender Agent will deliver, or cause to be delivered, to The Depository Trust Company ("DTC"), New York, New York, for the account of the Purchaser, the Bonds, in book-entry form; and the Purchaser will accept such delivery and pay the purchase price of the Bonds by making a wire transfer in immediately available funds of an amount equal to the aggregate principal amount of the Bonds plus accrued interest to the Closing Time to the Tender Agent. The activities relating to the delivery of and payment for the Bonds and the delivery of the certificates, opinions and other instruments as described in this Agreement shall occur at the office of Stoll Keenon Odgen PLLC, Bond Counsel, in Louisville, Kentucky, or at such other place as shall have been mutually agreed upon by the Company and the Purchaser.

(6) As compensation for acting as the initial purchaser of the Bonds, the Company agrees to pay to the Purchaser a fee of \$135,000 at the Closing Time in New York federal or similar same day funds, exclusive of the out-of-pocket expenses of the Purchaser. The Purchaser is authorized and hereby represents and warrants to the Company that it is authorized to execute this Agreement and has full authority to take such action as it may deem advisable with respect to all matters relating to this Agreement.

(d) Reoffering.

(1) The Purchaser agrees to make a reoffering of all of the Bonds in the manner set forth herein at a reoffering price equal to the Purchase Price.

(2) The Company agrees to deliver to the Purchaser, at such address as the Purchaser shall specify, as many copies of the Final Reoffering Document as the Purchaser shall reasonably request, except for any documents incorporated by reference therein, as necessary to comply with paragraph (b)(4) of Rule 15c2-12 and all applicable rules of the Municipal Securities Rulemaking Board. The Company agrees to deliver such copies of the Final Reoffering Document promptly, and in any event within seven business days, after the execution of this Agreement.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS.

The obligations of the Purchaser hereunder shall be subject to the due performance by the Company of its obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the representations and warranties of the Company contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) the representations and warranties of the Company contained herein shall be true and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) at the time of the Closing, the Final Reoffering Document shall not have been supplemented or amended, except in any such case as may have been agreed to by the Purchaser;

(c) at the time of the Closing, the Purchaser shall have received a letter from PricewaterhouseCoopers LLP in form and substance satisfactory to the Purchaser, dated as of the date of the Closing, confirming that it is an independent public accountant within the meaning of Rule 101 of the Rules of Conduct in the Code of Professional Ethics of the American Institute of Certified Public Accountants and stating in effect (except as otherwise agreed to by the Company) that:

(1) it has performed limited procedures, not constituting an audit, including a reading of the most recent unaudited interim financial statements of the Company since December 31, 2007, a reading of the minutes of the Stockholders, the Board of Directors and Executive Committee of the Company set forth in the minute books on December 12, 2008 and inquiries of officials of the Company responsible for financial and accounting matters, and on the basis of such limited procedures stating in effect that: (y) at the date of the latest available balance sheet read by such accountant and at a subsequent specified date not more than five (5) business days prior to the date of this Agreement, there was any change in the cumulative preferred stock or long-term debt of the Company on a consolidated basis or any decrease in common stock or retained earnings as compared with the amount shown in the Company's annual report dated for the year ended December 31, 2007; or (z) for a period of twelve months ending with the latest available income statements read by such accountant and at a specified date within five (5) business days of the date of this Agreement, there were any decreases in operating revenues or net income as compared with the corresponding period in the prior year, except in all cases set forth in clauses (y) and (z) above for changes or decreases which Appendix A to the Final Reoffering Document discloses have occurred or may occur, except as occasioned by the declaration or payment of dividends, by sinking fund payments made on long-term debt or by the draw-down of proceeds from prior pollution control financings or except for changes or decreases as may be set forth in such letter which are not material to the Company in the reasonable judgment of the Purchaser; and

(2) it has compared certain dollar amounts (or percentages derived from such dollar amounts) and other financial information including the ratio of earnings to fixed charges for the twelve months ended December 31, 2007 and September 30, 2008 contained in Appendix A to the Final Reoffering Document and identified for such purpose by the Purchaser or its counsel (in each case to the extent that such dollar amounts, percentages and other financial information are derived from the general accounting records of the Company subject to the internal controls of the Company's accounting system or are derived directly from such records by analysis or computation) with the results obtained from inquiries, a reading of such general accounting records and other procedures specified in such letter, and has found such dollar amounts, percentages

and other financial information to be in agreement with such results, except as otherwise specified in such letter;

(d) the Bonds shall have been authorized, executed and delivered in the forms theretofore approved by the Purchaser with only such changes therein as the Company and the Purchaser shall mutually agree upon;

(e) at the Closing Time, the Purchaser shall receive:

(1) the opinions dated as of the Closing Time of (i) Stoll Keenon Ogden PLLC, Bond Counsel, substantially in the forms attached as Appendix B to the Final Reoffering Document, (ii) Jones Day, counsel for the Company, in a form reasonably satisfactory to the Purchaser, (iii) John R. McCall, Esq., General Counsel of the Company, in a form reasonably satisfactory to the Purchaser, (iv) Winston & Strawn LLP, counsel to the Purchaser, which shall be satisfactory to the Purchaser, and (v) King & Spalding LLP, New York counsel to the Bank, and Kirkland & Ellis LLP, German counsel to the Bank, each in a form reasonably satisfactory to the Purchaser;

(2) a certificate, satisfactory in form and substance to the Purchaser, of the President, a Vice President or the Treasurer of the Company, dated as of the Closing Time, to the effect that (i) the Company has duly performed all of its obligations under each of this Agreement and the Loan Agreement to be performed in connection with the conversion of the Bonds and the purchase of the Bonds hereunder at or prior to the Closing Time, (ii) each of the representations and warranties of the Company contained in this Agreement is true and correct as of the Closing Time and (iii) as of the Closing Time, there has been no material adverse change (whether or not arising from transactions in the ordinary course of business) in the business, properties, condition (financial or otherwise), operations or business prospects of the Company from that set forth in or contemplated by Final Reoffering Document as in effect on the date of this Agreement;

(3) the Final Reoffering Document, and each supplement or amendment, if any, thereto;

(4) evidence, satisfactory in form and substance to the Purchaser, that on or prior to the Closing Time, the Bond Insurance Policy has been terminated and released;

(5) copies of resolutions or similar approvals adopted by the Board of Directors of the Company or committees of such Board, authorizing the execution and delivery of this Agreement;

(6) true copies of the Bond, including any addendums thereto;

(7) certificates of one or more authorized officers of the Trustee, dated the Closing Date, as to the due conversion and remarketing of the Bonds;

(8) any certificates, tax filings or other documentation required by Bond Counsel relating to the conversion of the Bonds or the tax-exempt nature of the interest on the Bonds;

(9) copies of the executed Reimbursement Agreement, dated as of December 19, 2008, between the Company and the Bank, and a specimen of the executed Letter of Credit;

(10) a certificate of one or more authorized officers of the Bank, dated the Closing Date as to, among other things, the authority of the Bank to execute and deliver the Letter of Credit and to perform its obligations thereunder and certifying to the accuracy and correctness of the information provided by the Bank and contained in Appendix C to the Reoffering Circular; and

(11) such additional certificates, opinions and other documents as the Purchaser may reasonably request to evidence performance of or compliance with the provisions of this Agreement and the transactions contemplated hereby; all such certificates and other documents to be satisfactory in substance to the Purchaser and in form and scope to the Purchaser's counsel; and

(f) at or prior to the Closing Time, the Bonds shall have been rated at least "Aaa/VMIG1" by Moody's Investors Service, Inc. and "AA+/A-1+" by Standard & Poor's Ratings Service and evidence of each such ratings shall have been delivered to the Purchaser.

SECTION 4. TERMINATION.

(a) Purchaser's Obligations. The Purchaser shall have the right to cancel its obligations hereunder to purchase the Bonds (and such cancellation hereunder shall not constitute a default for purposes of Section 8 hereof) by notifying the Company in writing or by telegram of its election to do so between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time:

(1) legislation shall be passed by the House of Representatives or the Senate of the Congress of the United States, or recommended to the Congress of the United States for passage by the President of the United States or favorably reported for passage to either the House of Representatives or the Senate by any committee of either such body to which such legislation has been referred for consideration, a decision by a court established under Article III of the Constitution of the United States, or the Tax Court of the United States, shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing Federal income taxation, or any other event shall have occurred which results in the imposition of Federal income taxation, upon revenues or other income to be derived by the Company or upon interest received on obligations of the general character of the Bonds, or which fails to exempt interest on bonds of the specific character of the Bonds to the extent described in the Final Reoffering Document under the headings "Tax Treatment", and which, in any such case, in the Purchaser's opinion, would make it impracticable to market the Bonds on the terms and in the manner contemplated in the Final Reoffering Document;

(2) legislation shall be passed by the House of Representatives or the Senate or the Congress of the United States, or a decision by a court of the United States shall be

rendered, or a ruling, regulation, order or official statement by or on behalf of the Securities and Exchange Commission (the "SEC") or other governmental agency having jurisdiction of the subject matter shall be made or proposed which would result in the Bonds not being exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect (the "1933 Act"), or of the Trust Indenture Act of 1939, as amended and as then in effect;

(3) any event shall have occurred which makes untrue or incorrect, in any material respect as of the time the same purports to speak, any statement or information contained in the Final Reoffering Document, or the financial statements contained or referred to therein, or which is not reflected in the Final Reoffering Document or such financial statements, but should be reflected therein as of the time and in light of the purpose for which the Final Reoffering Document or such financial statements are to be used in order to make the statements and information contained therein not misleading in any material respect as of such time (other than, in each case, any statement or omission based upon information furnished in writing to the Company by the Purchaser expressly for use therein); or

(4) in the Purchaser's reasonable judgment, the marketability of the Bonds shall be adversely affected because: (i) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (ii) the New York Stock Exchange, or any governmental authority, shall impose, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Purchaser; (iii) a general banking moratorium shall have been established by federal or New York authorities; or (iv) the outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or any other calamity or crisis if the effect of any such event in the Purchaser's judgment makes it impracticable or inadvisable to proceed with the offering or sale of the Bonds on the terms contemplated hereby or makes it impracticable for the Purchaser to enforce contracts for the sale of the Bonds.

(b) Remarketing Agent's Obligations. The Remarketing Agent shall have the right to suspend or terminate its obligations hereunder and under the Existing Remarketing Agreements to remarket the Bonds as set forth in Section 2(a) of this Agreement.

SECTION 5. CONDITIONS OF THE COMPANY'S OBLIGATIONS.

The Company's obligations hereunder are subject to the Purchaser's performance of their obligations hereunder, and the further condition that at the Closing Time, the Company shall receive the opinions of their respective counsel described in Section 3 hereof.

SECTION 6. INDEMNIFICATION.

(a) The Company agrees to indemnify and hold harmless the Purchaser, each of its directors, officers, employees and agents, and each person, if any, who controls the Purchaser

within the meaning of Section 15 of the 1933 Act, and Section 20 of the 1934 Act against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any untrue statement or alleged untrue statement of a material fact contained in the Final Reoffering Document or caused by any omission or alleged omission from the Final Reoffering Document of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading except insofar as such losses, claims, damages, liabilities or expenses are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information furnished in writing to the Company by the Purchaser, provided that the foregoing indemnity with respect to the Final Reoffering Document shall not inure to the benefit of the Purchaser if the person asserting such losses, claims, damages, liabilities or expenses had not been sent or given a copy of the Final Reoffering Document made available by the Company which corrected such untrue statement or omission by or on behalf of the Purchaser at or prior to the delivery of the Bonds to such person. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) The Purchaser agrees to indemnify and hold harmless the Company, each of its directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act and Section 20 of the 1934 Act and each officer and employee of the Company against any and all losses, claims, damages, liabilities or expenses caused by any untrue statement or alleged untrue statement of a material fact contained in the Final Reoffering Document or caused by any omission or alleged omission from the Final Reoffering Document of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in conformity with written information furnished to the Company by the Purchaser expressly for use in the Final Reoffering Document. This indemnity agreement will be in addition to any liability which the Purchaser may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 6(c) of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 6(c), notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under this Section 6(c) nor affect any rights it may have otherwise than under this Section 6(c) to participate in and/or assume the defense of any action brought against any indemnified party. In case such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate in, and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section 6(c) for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation, provided that notwithstanding the foregoing, if such indemnified party shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those

available to the indemnifying party, the indemnifying party shall not have the right so to assume the defense of such action on behalf of such indemnified party, and the legal and other expenses incurred by such indemnified party in connection with such defense shall be borne by the indemnifying party. The indemnifying party shall not be liable for any settlement of any such action effected without its written consent.

In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in this Section 6(c) is for any reason held to be unavailable to an indemnified party, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Purchaser on the other from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required in the paragraph above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Purchaser on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Purchaser on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Purchaser. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Purchaser on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this Section 6(c) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, the Purchaser shall not be required to contribute any amount in excess of the amount by which the total price at which the Bonds underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which the Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph, each person, if any, who controls the Purchaser within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Purchaser, and each director and officer of the Company and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act and Section 20 of the 1934 Act shall have the same rights to contribution as the Company.

SECTION 7. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY.

All representations, warranties and agreements of the Company shall remain operative and in full force and effect, regardless of any investigations made by the Purchaser or undertaken on its behalf, and shall survive delivery of the Bonds.

SECTION 8. PAYMENT OF EXPENSES.

Whether or not the Bonds are sold to the Purchaser, the Purchaser shall be under no obligation to pay any expenses incident to the performance of the obligations of the Company hereunder. All expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds, whether or not the Bonds are sold to the Purchaser (unless such sale shall have been prevented at the Closing Time by its default), including, without limitation, the reasonable fees and disbursements of (i) Stoll Keenon Ogden PLLC, as Bond Counsel, (ii) Jones Day, as counsel for the Company, (iii) Winston & Strawn LLP, as counsel to the Purchaser, as well as in connection with the qualification of the Bonds for sale under the securities or "Blue Sky" laws of various jurisdictions and the preparation of the Blue Sky Survey, (iv) fees and expenses of the Bank and its counsel, and (v) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, the Final Reoffering Document, this Agreement and all other agreements and documents contemplated hereby and drafts of any thereof, shall be paid by the Company.

SECTION 9. [Reserved.]

SECTION 10. NOTICE.

Any notice or other communication to be given to the Company under this Agreement may be given by mailing or delivering the same in writing to the Company at One Quality Street, Lexington, Kentucky 40507, Attention: Treasurer and to the Company c/o E.ON U.S. LLC, 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer and any notice or other communication to be given to the Purchaser or the Remarketing Agent under this Agreement may be given by delivering the same in writing to Banc of America Securities LLC, One Bryant Park, NY1-100-11-03, New York, New York 10036, Facsimile: (646) 855-0985, Attention: Peter Dougherty.

SECTION 11. APPLICABLE LAW; NONASSIGNABILITY.

This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to the principles of conflicts of laws. This Agreement shall not be assigned by the Company.

SECTION 12. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. No amendment of this Agreement shall be made without the written consent of the Company.

SECTION 13. INTERESTED PARTIES.

This Agreement is solely for the benefit of the parties hereto, and the execution thereof shall not give rise to any rights in persons other than the parties hereto.

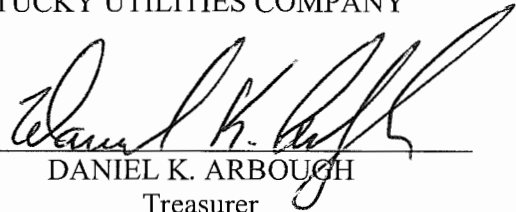
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Very truly yours,

KENTUCKY UTILITIES COMPANY

By: _____



DANIEL K. ARBOUGH
Treasurer

Agreed and accepted as of the date first above written:

BANC OF AMERICA SECURITIES LLC,
in its capacities as Remarketing Agent and Purchaser

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

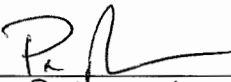
Very truly yours,

KENTUCKY UTILITIES COMPANY

By: _____
DANIEL K. ARBOUGH
Treasurer

Agreed and accepted as of the date first above written:

BANC OF AMERICA SECURITIES LLC,
in its capacities as Remarketing Agent and Purchaser

By: 
Its: Principal

SCHEDULE I

DESCRIPTION OF THE BONDS

2006 Series B Bonds

Total Principal Amount of the Bonds --	\$54,000,000
Maturity Date of the Bonds --	October 1, 2034
Dated Date of the Bonds --	February 23, 2007
Date of Conversion to Weekly Rate --	December 19, 2008
Initial Weekly Rate --	1.35%

2006 Series B Bonds

Total Principal Amount of the Bonds --	\$77,947,405
Maturity Date of the Bonds --	February 1, 2032
Dated Date of the Bonds --	October 17, 2008
Date of Conversion to Weekly Rate --	December 19, 2008
Initial Weekly Rate --	1.35%

**AMENDMENT
TO
BROKER-DEALER AGREEMENT
FOR
COUNTY OF CARROLL, KENTUCKY
\$96,000,000
POLLUTION CONTROL REVENUE BONDS, 2002 SERIES C
(KENTUCKY UTILITIES COMPANY PROJECT)**

This amendment dated as of July 20, 2009 is made to the Broker-Dealer Agreement dated as of September 1, 2002 (“Broker-Dealer Agreement”) between Deutsche Bank Trust Company Americas (the “Auction Agent”) and Citigroup Global Markets Inc., as successor to Salomon Smith Barney Inc. (the “Broker-Dealer”) relating to the \$96,000,000 County of Carroll, Kentucky, Pollution Control Revenue Bonds, 2002 Series C (Kentucky Utilities Company Project) (“ARS”) issued by the County of Carroll, Kentucky.

WHEREAS, pursuant to the Broker-Dealer Agreement the Broker-Dealer performs certain services in connection with the ARS at each auction (“Auction”) in exchange for a service fee (the “Broker-Dealer Fee”); and

WHEREAS, the parties to the Broker-Dealer Agreement wish to amend such Broker-Dealer Agreement to change the rate upon which the Broker-Dealer Fee is calculated in the event there are not sufficient clearing bids, which results in a failed auction.

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereto desire to amend the Broker-Dealer Agreement as provided herein and hereby agree as follows:

1. Amendments. Effective August 1, 2009, Section 2.5 of the Broker-Dealer Agreement, which sets forth the manner of calculating the Broker-Dealer Fee, shall be amended so that the rate upon which the Broker-Dealer Fee is calculated is reduced to 5 basis points (.05%) for each Auction where the Auction Agent determines there are not Sufficient Clearing Bids, which results in a failed Auction. For the avoidance of doubt, the rate upon which the Broker-Dealer Fee is calculated for Auctions where the Auction Agent determines there is a successful Auction shall not change and in those instances the Broker-Dealer Fee shall be calculated as set forth in the original Broker-Dealer Agreement or any amendment thereto.

2. Defined Terms. Because different defined terms may be used in the various broker-dealer agreements to which Broker-Dealer is a party to refer to the same or similar Auction concepts, this amendment does not necessarily conform to the defined terms of the Broker-Dealer Agreement. Instead, capitalized terms used herein shall have the respective meanings given to such terms in the Broker-Dealer Agreement or such similar terms or concepts, as the context indicates, in such agreement.

3. Applicability of Amendment. Except as specifically provided in this amendment, the terms and provisions of the Broker-Dealer Agreement are ratified and confirmed and shall remain in full force and effect.

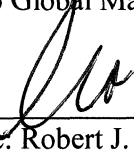
4. Counterparts. This amendment may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all of such counterparts together shall constitute one agreement.

5. Governing Law. The validity, interpretation, construction and performance of this amendment shall be governed by the laws of the State that govern the terms of the Broker-Dealer Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the Broker-Dealer Agreement to be executed as of the date first written above.

Citigroup Global Markets Inc., as Broker-Dealer

By: 
Name: Robert J. DeMichiel
Title: Managing Director

Deutsche Bank Trust Company Americas,
as Auction Agent

By: _____
Name:
Title:

Acknowledged and Consented to by:
Kentucky Utilities Company

By: _____
Name: Daniel K. Arbough
Title: Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the Broker-Dealer Agreement to be executed as of the date first written above.

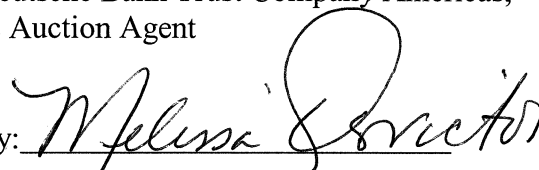
Citigroup Global Markets Inc., as Broker-Dealer

By: _____

Name:

Title:

Deutsche Bank Trust Company Americas,
as Auction Agent

By: 

Name:

Title: **MELISSA QUAN-SOON VICTOR
VICE PRESIDENT**

By: 

**Lisa McDermid
Vice President**

Acknowledged and Consented to by:
Kentucky Utilities Company

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the Broker-Dealer Agreement to be executed as of the date first written above.

Citigroup Global Markets Inc., as Broker-Dealer

By: _____
Name:
Title:

Deutsche Bank Trust Company Americas,
as Auction Agent

By: Kathryn Bolton
Name: Kathryn Bolton
Title: Associate

Acknowledged and Consented to by
Kentucky Utilities Company

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

**LG&E and KU Services Company
CONTRACT #66780**

This Contract is entered into, effective as of September 19, 2012 between LG&E and KU Services Company (hereinafter referred to as "Company"), whose address is 220 West Main Street, Louisville, Kentucky 40202, its subsidiaries and affiliates and McGriff, Seibels & Williams, Inc. (hereinafter referred to as "Contractor"), whose address is 2211 7th Avenue, South, Birmingham, Alabama 35202.

The parties hereto agree as follows:

1.0 GENERAL

Contractor shall provide the following: **Brokerage Services** as more specifically described in Articles 2.0, 3.0 and 4.0 hereof (hereinafter referred to as the "Work") and Company shall compensate the Contractor for the Work, under all the terms and conditions hereof.

2.0 BUSINESS OBJECTIVE AND SCOPE OF SERVICE REQUIREMENTS

Company desires to obtain brokerage services to perform the following services subject to the terms and conditions set below.

2.1 Provide brokerage services to Company for the following lines of insurance and subsequent renewals as agreed:

2.1.1. Excess Workers Compensation Program

2.1.2. Gas Storage Policy

2.1.3. River Marine Policy

This includes Hull and Machinery as well as liability and excess liability coverage

2.1.4. FCD (non-regulated subsidiary of Company) General Liability Policy

2.1.5. FCD Pollution Legal Liability Policy

2.1.6. Pollution Legal Liability Policy (including excess layers) if coverage is purchased in November 2012 upon expiration of current policy

2.1.7. Umbrella Liability Policy for Energy Conservation Associates (Project Warm), an unaffiliated entity

2.2 Provide assistance as required by Company in identifying and assessing Company's exposures to insurable loss whether such exposures are to be insured or self-insured

2.3 Assist Company in developing the information relevant to the purchase and maintenance of the insurance program

2.4 Formally present coverage submissions to appropriate insurers and negotiate on Company's behalf with insurers and keep Company informed of significant developments. Broker shall be authorized for purposes of this Agreement to represent and assist Company in all discussions and transactions with all insurers, provided that Broker shall not place any insurance on behalf of Company unless so authorized by Company.

ORIGINAL

- 2.5 Assist with documentation and other steps to obtain commitments for and implement Company's insurance program upon Company's instructions. Company understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage.
- 2.6 Follow up with insurance carriers for timely issuance of policies and endorsements
- 2.7 Review policies and endorsements for accuracy and conformity to specification and negotiated coverage and request correcting endorsements when necessary.
- 2.8 Provide coverage summaries for all coverage's and updates on changes to existing coverage's
- 2.9 In certain cases, placements which Broker makes on Company's behalf may require the payment of insurance premium taxes (including U.S. federal excise taxes), sales taxes, use taxes, surplus or excess lines and similar taxes and/or fees to federal, state, or foreign regulators, boards or associations. Any such taxes and fees will be identified by Broker on invoices covering these placements. Taxes and fees collected by Broker will be promptly remitted by Broker to the appropriate authorities or insurers.
- 2.10 Utilize the services of other intermediaries to assist in the marketing of Company's insurances (including brokers in the London and other markets), when in Broker's professional judgment those services are necessary or appropriate. Such intermediaries' may be affiliates of Broker or not related to Broker. Contractor reserves the right to engage business partners and service providers owned by, or under the control of Contractor or BB&T Corporation in connection with the execution of the agreement. Use of these business partners and service providers, including but not limited to CRC, Prime Rate and BB&T Assurance, could result in the accrual of additional income to BB&T Corporation.
- 2.11 Provide a periodic update of significant changes and/or trends in the insurance marketplace and provide Company with an annual forecast of market conditions/capacities including new products and risk management concepts.
- 2.12 Following placement, deliver renewal binders prior to the expiration of Company's current policies
- 2.13 Process or facilitate the processing of certificates of insurance, as requested by Company
- 2.14 Negotiate and process any interim additions, deletions, and amendments to policies upon Company's instructions
- 2.15 Review audits, rating adjustments, dividend calculation and loss data of the risk carriers. Broker will not, however, be responsible for the solvency of any carrier or its ability or willingness to pay claims, return premiums or other financial obligations
- 2.16 Review accounting and billing data from carriers to ensure accuracy and provide Company with detailed invoices, except in the case of direct billing by insurers. Premiums collected by Broker will be promptly remitted by Broker to the insurers. Broker confirms being authorized to collect any premiums on behalf of insurers and shall provide evidence of its power for collection as requested by FERC.
- 2.17 Assist Company with claims reporting
- 2.18 Provide claims services and consult with Company regarding specific claims

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- 2.19 Follow-up with insurers with respect to timely collections of claims and with respect to the payment of return premiums
- 2.20 Assist Company in connection with issues relating to interpretation of insurance policies placed by Broker
- 2.21 Conduct strategic planning sessions to review current performance and establish future objectives and strategies for Company's risk and insurance program
- 2.22 Develop a mutually agreeable renewal action plan and timeline that highlights accountability and meets Company's objectives
- 2.23 Meet regularly with company to formulate a marketing strategy that focuses on delivering the most cost effective risk management structure and discuss open items
- 2.24 Effective upon the renewal or placement by Broker of Company's excess insurance program whenever Broker is informed in writing by Company that a claim has been notified to the primary carrier; Broker will notify all applicable excess carriers where Broker has placed the applicable excess policies or has been provided written notice by Company of the applicable carrier and policies.

Broker will use its best efforts to assist Company in performance of the risk management services. The functions and activities listed in 2.1 – 2.24 above are provided by way of example and are not intended as a limitation of Broker's professional responsibilities

3.0 TERM

This Contract shall become effective January 1, 2013 and continue until December 31, 2013, subject to the Article entitled "Termination at Company's Option" set forth in the attached Standard Terms. The Broker will be responsible under this Contract to place policies expiring December 31, 2012 as well as any during the effective period of this Contract. This Contract will also have two, one (1) year extension options available should both parties agree in writing to execute; compensation for optional years shall remain flat. Company makes no promise or guarantee as to the amount of Service to be performed under this Contract nor does it convey an exclusive right to the Contractor to perform Work of the type or nature set forth in this Contract.

4.0 STANDARD TERMS AND CONDITIONS

LG&E and KU Services Company Administrative Services Agreement (the "Standard Terms") are made a part of this Contract. In the event of a conflict between the terms and conditions set forth in the Standard Terms and terms and conditions set forth in any other portion of this Contract, the terms and conditions of the Standard Terms shall control. Additionally, the following will apply:

- 4.1. Contractor must carry errors & omissions and professional liability insurance coverage for a minimum of \$10,000,000 per occurrence and \$10,000,000 annual aggregate.

5.0 PERFORMANCE

Performance of the services by Contractor for the Company (the "Work") includes, but is not limited to those performance terms in the following Exhibit A, which is attached to and made part of this Agreement.

- 5.1 Contractor shall have personnel available to Company on a 24 hour, 7 day a week basis and shall provide Company telephone numbers for these personnel. All calls to such phone numbers by Company shall be returned by Contractor personnel within 24 hours.

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6.0 COMPENSATION

The compensation paid to Contractor for the Services rendered as described in this Agreement and Exhibit A shall be \$50,000.00 annually if the pollution legal liability policy listed in 2.1.6 is not renewed or \$75,000.00 annually if the pollution legal liability policy listed in 2.1.6 is renewed. Payments will be made quarterly in advance. Such compensation is intended to be a fixed compensation, and will not be adjusted except as set forth in this Agreement. Without limiting the foregoing, Contractor assumes all risk that it will have to pay its workers overtime or premium time pay. The compensation paid to the contractor includes all cost associated with travel within the continental United States.

6.1 If the Contractor receives commission from one or more insurance companies and/or intermediaries for the placement of insurance as described in Exhibit A (a "Commission"), the Fee will be reduced by the amount of such Commission. Final adjustments to the Fee amount will be made by the Contractor after the determination and receipt by the Contractor of all Commissions, net of any adjustments pursuant to any audit, endorsement, accounting reconciliation or other applicable business process.

6.2 Company acknowledges that:

- 6.2.1. Receipt of such Commission constitutes remuneration of the Contractor for placement of the applicable insurance policies
- 6.2.2. The remaining Fee does not include remuneration of the Contractor for placement of the insurance policies for which the Contractor receives Commissions; and
- 6.2.3. The remaining Fee is separate from and in addition to any such Commission.

6.3 With respect to Broker Services undertaken on behalf of Company that are not contemplated by this Agreement, the Contractor may be compensated pursuant to a separate agreement or by the insurance companies or intermediaries utilized to in completion of such services.

6.4 Contractor shall submit to Company an original invoice for the Company containing the Agreement Number 66780 and shall be sent as follows:

Attn: Treasurer
10th Floor
LG&E and KU Services Inc.
220 West Main
Louisville, KY 40202

7.0 SPECIFIC REPORTING REQUIREMENTS

7.1 Contractor shall maintain accurate records and shall supply Company with, but not limited to, the following:

- 7.1.1 Provide account review on an annual basis to review the past year and develop a strategy for the upcoming year.

8.0 CONTRACTUAL NOTICES

See the Article entitled "Notices" in the Standard Terms for provisions governing contractual notices.

ORIGINAL

8.1 Company's address: LG&E and KU Services Company
Attn: Treasurer
220 W. Main St.
Louisville, Kentucky 40202

And

LG&E and KU Services Company
Attn: Sherrie Whitaker, Sourcing Leader
Corporate Purchasing
820 W Broadway
Louisville, Kentucky 40202
sherrie.whitaker@lge-ku.com

8.2 Contractor's address: McGriff, Seibels & Williams, Inc.
2211 7th Avenue South
Birmingham, AL 35223

9.0 ENTIRE AGREEMENT

This Contract, including the *Scope of Work* and the Standard Terms, constitutes the entire agreement between the parties relating to the Work and supersedes all prior or contemporaneous oral or written agreements, negotiations, understandings and statements pertaining to the Work or this Contract.

The parties hereto have executed this Contract on the dates written below, but it is effective as of the date first written above.

LG&E and KU Services Company

BY: William K. Wade
TITLE: Manager Corporate Purchasing
DATE: 10-04-2012

McGRIFF, SEIBELS & WILLIAMS, INC

BY: [Signature]
TITLE: SVP
DATE: 10-2-12

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EXHIBIT A
BROKERAGE SERVICES

A. Risk Management

Recommend and implement chosen risk management and financing techniques and provide ongoing monitoring of the results and effectiveness of the risk management program. This will include:

1. *Risk Analysis* – perform a thorough study of all operations to identify and examine all exposures to loss and provide specific recommendations for the management of these risks.
2. *Risk Transfer* – identify alternative risk financing mechanisms and evaluate appropriate situations in which they apply.
3. *Risk Assumption* – review and recommend a loss assumption program that is integrated with the insurance program.

B. Insurance Marketing and Review

1. Prepare uniform underwriting submissions on insurance coverages and submit them to insurers.
2. Review underwriting proposals and make recommendations regarding placement of insurance coverage and execute the placement of coverage.
3. Provide comparative analysis of all risk management/insurance proposals prior to renewal, including analysis of comparative cost, services, contracts and any other pertinent issues.
4. Coordinate the direct placement and premium negotiations of insurance coverages, as directed.
5. Provide administrative oversight to insurance program, including but not limited to monitoring policy renewals.

C. Loss Prevention and Control

1. Review, recommend and assist in the implementation of safety programs, loss prevention engineering programs loss control procedures and claim reporting.

D. Other Duties

1. Prepare in advance for insurance company audits of payroll, receipts, vehicles and other exposure bases, and the review of final work papers and audits conducted by the insurer.
2. Verify interim and final calculations under retrospectively rated insurance policies to assure the accuracy and proper application of loss, rating and expense factors.
3. Conduct risk management due diligence survey(s) for mergers and acquisitions, as directed.

ORIGINAL

4. Establish and monitor the internal procedures for accepting certificates from other insurers and the issuance of certificates of insurance.
5. Review and evaluate insurance coverage by others participating in projects and operations.

E. Account Stewardship

1. On a scheduled basis, meet with the Company Treasurer to review all activities performed and the status of projects. Significant activities for the upcoming quarter should be reviewed as well as any other business concerns.
2. Participation in an account review to be held annually. This review will focus on all the activities relating to risk and insurance management that were performed during the prior contract year. The review will also focus on determining and agreeing upon the account management strategy for the upcoming contract year.

F. Current Coverages

Currently, the following coverages are in place:

1. Excess Worker's Compensation Program
2. Gas Storage Policy
3. River Marine Policy (including Hull and Machinery as well as liability and excess liability coverage).
4. FCD General Liability Policy
5. FCD Pollution Legal Liability Policy
6. Pollution Legal Liability Policy (including excess layers), if renewed in November 2012.
7. Umbrella Liability Policy for Energy Conservation Associates (Project Warm), an unaffiliated entity

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LG&E and KU Services Company
Contract No. 66780
Amendment No. 2

LG&E and KU Services Company
Contract No. 66780
Amendment No. 2

THIS AMENDMENT IS entered into, effective as of January 1, 2013, by and between LG&E and KU Services Company, a Kentucky Corporation (hereinafter referred to as "Company"), whose address is: 220 West Main Street, Louisville, Kentucky 40202 and McGriff, Seibels & Williams, Inc., a Alabama corporation (herein referred to as "Contractor"), whose address is: 2211 7th Avenue, South, Birmingham, Alabama 35202. In consideration of the agreements herein contained, the parties hereto agree as follows:

1.0 AMENDMENTS

The Contract heretofore entered into by the parties, dated effective January 1, 2013 and identified by the Contract Number set forth above, (hereinafter referred to as "Contract"), is hereby amended as follows:

1.1 TERM

The Contract shall be extended through December 31, 2014.

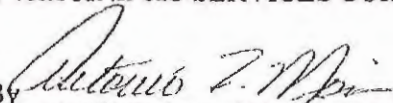
2.0 STATUS OF CONTRACT

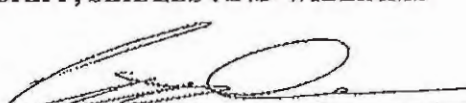
As amended herein, the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year below written, but effective as of the day and year first set forth above.

LG&E AND KU SERVICES COMPANY

MCGRIFF, SEIBELS AND WILLIAMS

By 
Don Lee William Woodard

By 

Title Manager, Corporate Purchasing

Title SVP

Date December 3, 2013

Date November 25, 2013

ORIGINAL

LG&E and KU Energy LLC Policy**Pre-Approval for Use of an Independent Auditor that Provides Audit Services and Audit Partner Rotations****Policy**

All audit services, regardless of whether the independent auditor performing the services is PPL Corporation's Principal Auditor, must be pre-approved by the PPL Audit Committee of the Board of Directors, consistent with PPL Corporate Policy CP107. The use of such independent auditor(s) is prohibited unless specifically approved in advance. Louisville Gas and Electric Company, Kentucky Utilities Company, and LG&E and KU Energy LLC (together LKE) requests are to be submitted to the LKE Controller (or in his/her absence the Director, Audit Services), who will sign and submit the request to PPL Corporation after obtaining approval by the Governance and Financial Oversight Committee, maintaining sufficient evidence of approval. All services from an independent auditor that provides audit services, including each and every recurring and non-recurring audit and non-audit service requested, must be individually pre-approved.

As further explained below, the term "audit services" in this policy generally relates to audits of LKE's and/or PPL Corporation's financial statements and internal control over financial reporting and reviews of financial statements filed with the Securities and Exchange Commission (SEC), as well as, audit services in connection with statutory and regulatory filings.

Audit Partner Rotations

In connection with the SEC's auditor independence rules, the lead partner and concurring or reviewing partners assigned by the independent auditor to LKE and PPL Corporation audit engagements shall be required to rotate after five years of service. Upon rotation, the lead partner and the concurring or reviewing partners must then take at least five years off the engagement before resuming an audit partner role.

Any other audit partner on the audit engagement team (other than the lead and concurring or reviewing partners) who (i) provides more than ten hours of audit, review, or attest services in connection with the annual or interim consolidated financial statements of LKE or PPL Corporation or (ii) serves as the "lead partner" in connection with any audit or review related to the annual or interim financial statements of a subsidiary of LKE or PPL Corporation whose assets or revenues constitute 20% or more of the assets or revenues of the LKE or PPL Corporation's respective consolidated assets or revenues shall be required to rotate after seven years of service and must then take at least two years off the engagement before resuming an audit partner role.

Scope

This policy applies to all LG&E and KU Energy LLC and subsidiary employees.

General Requirements

Under the provisions of the Sarbanes-Oxley Act of 2002 (the Sarbanes-Oxley Act) and the Securities Exchange Act of 1934, all auditing and non-audit services provided to an issuer by an independent auditor that provides audit services must be pre-approved by the PPL Audit Committee.

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Additionally, the Sarbanes-Oxley Act precludes an independent auditor that provides audit services to an issuer from providing certain services to the issuer including

- Bookkeeping or other services related to the accounting records or financial statements;
- Financial information systems design and implementation;
- Appraisal or valuation services, fairness opinions, or contribution in-kind reports;
- Actuarial services;
- Internal audit outsourcing services;
- Management or human resource functions;
- Broker or dealer, investment adviser, or investment banking services;
- Legal services and expert services unrelated to the audit; and,
- Any other service that the Public Company Accounting Oversight Board determines, by regulation, is impermissible.

In those cases where an independent auditor can be used for permitted services, the PPL Audit Committee of the Board of Directors must approve the use of the independent auditor for that specific service. The PPL Audit Committee has delegated approval for the use of independent auditors for the employee benefit plans to the Employee Benefit Plan Board (EBPB).

LKE and PPL Corporation utilize the services of selected independent auditor(s) to provide audit services that include audits of its books and consolidated financial statements. In order to ensure that the independent auditor(s) is independent in both fact and appearance, and in order to ensure that PPL Corporation does not adversely affect the independence and objectivity of its independent auditor(s), employees must generally refrain from utilizing PPL Corporation's independent auditor(s) for performing non-audit services.

If there is a valid business need to request one of the independent auditor(s) (who provides audit services to PPL Corporation) to also perform audit-related, tax or other services, employees need to obtain pre-approval for such services, as detailed below.

Requesting Services of an independent auditor that provides audit services

A completed, and PPL approved, Form 4941 – "Request for Services Provided by an Independent Auditor That Provides Audit Services" is required prior to engaging such independent auditor to perform any and all work. Employees requesting services are responsible for completing the form and submitting it to the LKE Controller for approval. Once approved, the requester must track actual hours expended by and total fees billed to LKE to help ensure actual costs do not exceed the approved total cost. If actual costs are expected to exceed the approved amount by greater than 15% employees are required to submit an additional request, on Form 4941 to the LKE Controller, prior to additional work being performed.

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To complete Form 4941, employees must provide information including, but not limited to the following:

- A description of the service requested to be performed;
- The anticipated start and completion dates for the work requested to be performed;
- The estimated total hours and total cost of the requested work to be performed;
- Justification for utilizing an independent auditor to perform such work (including an explanation why the assignment would not impair the objectivity and independence of the independent auditor);
- A description of the deliverables involved; and,
- A copy of the proposed engagement letter.

The LKE Controller is primarily responsible for reviewing and gaining approval of a member of the LKE Governance and Financial Oversight Committee for Form 4941 requests from LKE entities. The LKE Controller, or in his/her absence, the Director, Audit Services, will be the single point of contact on this matter with PPL Corporation and shall submit the approved Form 4941 to the PPL Vice President & Controller and the PPL Corporate Audit Services Vice President (or their alternates) for review, approval and processing. Once approved at this level, the request will be subject to pre-approval by the PPL Audit Committee of the Board of Directors.

Definitions

Audit services include services rendered by an independent auditor for the annual audits of financial statements and internal control over financial reporting and reviews of financial statements included in SEC Form 10-Q's or services that are generally provided by the independent auditor in connection with specific filings. Such services include

- Services in connection with the preparation of Consent Letters, Comfort Letters or reviewing offering documents and registration statements; and
- Services in connection with statutory and regulatory filings.

Audit-related services include assurance and related services by an independent auditor that are reasonably related to the performance of the audit or review of the financial statements but are not included in "audit services." Such services include

- Internal control reviews;
- Services in connection with due diligence for potential mergers or acquisitions;
- Services in connection with Agreed Upon Procedures;
- Consultation concerning financial accounting/financial reporting standards (including lease consulting);
- Attest services not required by statute or regulation;

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- Employee benefit plan audits (**Note:** PPL's Audit Committee has delegated approval of audits of employee benefit plans to the EBPB.); and
- Statement on Standards for Attestation Engagements (SSAE) 16 – Reporting on Controls at a Service Organization.

Tax services generally include services rendered by an independent auditor related to tax compliance, tax advice and tax planning. The SEC and the Public Company Accounting Oversight Board (PCAOB) permit independent auditors to provide certain tax services to audit clients. However, the PCAOB rules identify circumstances in which the provision of tax services impairs an auditor's independence and therefore is not permitted, including services related to marketing, planning or opining in favor of the tax treatment of, among other things, transactions that are based on aggressive interpretations of applicable tax laws and regulations. The rules also treat registered public accounting firms as not independent of audit clients (for purposes of prohibited tax services) if they enter into contingent fee arrangements with those clients or if they provide tax services to certain members of management (or their immediate family members) who serve in financial reporting oversight roles at an audit client. Furthermore, the rules require the independent auditor that seeks pre-approval to perform permitted tax services to

- Describe, in writing, to the PPL Audit Committee the nature and scope of the proposed tax service;
- Discuss with the PPL Audit Committee the potential effects of the services on the firm's independence; and,
- Document the substance of the discussion.

Other services include permitted services not included under audit services, audit-related services or tax services as noted above.

Financial statement audits refer to an independent auditor's audits of a company's financial statements and internal control over financial reporting.

Penalties For Noncompliance

Failure to comply with this policy may result in disciplinary action, up to and including discharge.

Key Contact: Controller

Reference: [Form 4941](#), [PPL CP 107](#)

Administrative Responsibility: Chief Financial Officer

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Date: 03/26/14

Pre-Approval for Use of an Independent Auditor that Provides Audit Services and Audit Partner Rotations

Policy

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As further explained below, the term "audit services" in this policy generally relates to audits of LKE's and/or PPL Corporation's financial statements and internal control over financial reporting and reviews of financial statements filed with the Securities and Exchange Commission (SEC), as well as, audit services in connection with statutory and regulatory filings.

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In connection with the SEC's auditor independence rules, the lead partner and concurring or reviewing partners assigned by the independent auditor to LKE and PPL Corporation audit engagements shall be required to rotate after five years of service. Upon rotation, the lead partner and the concurring or reviewing partners must then take at least five years off the engagement before resuming an audit partner role.

Any other audit partner on the audit engagement team (other than the lead and concurring or reviewing partners) who (i) provides more than ten hours of audit, review, or attest services in connection with the annual or interim consolidated financial statements of LKE or PPL Corporation or (ii) serves as the "lead partner" in connection with any audit or review related to the annual or interim financial statements of a subsidiary of LKE or PPL Corporation whose assets or revenues constitute 20% or more of the assets or revenues of the LKE or PPL Corporation's respective consolidated assets or revenues shall be required to rotate after seven years of service and must then take at least two years off the engagement before resuming an audit partner role.

Scope

This policy applies to all LG&E and KU Energy LLC and subsidiary employees.

[†] ~~Collectively, or as delegated, LKE Executive Management includes one or more of the following: Chief Executive Officer; Chief Financial Officer; Executive Vice President, General Counsel & Corporate Secretary, and Chief Compliance Officer; Senior Vice President Energy Delivery; Senior Vice President Energy Services.~~

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Pre-Approval for Use of an Independent Auditor that Provides Audit Services and Audit Partner Rotations

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Additionally, the Sarbanes-Oxley Act precludes an independent auditor that provides audit services to an issuer from providing certain services to the issuer including

- Bookkeeping or other services related to the accounting records or financial statements;
- Financial information systems design and implementation;
- Appraisal or valuation services, fairness opinions, or contribution in-kind reports;
- Actuarial services;
- Internal audit outsourcing services;
- Management or human resource functions;
- Broker or dealer, investment adviser, or investment banking services;
- Legal services and expert services unrelated to the audit; and,
- Any other service that the Public Company Accounting Oversight Board determines, by regulation, is impermissible.

In those cases where an independent auditor can be used for permitted services, the PPL Audit Committee of the Board of Directors must approve the use of the independent auditor for that specific service. [The PPL Audit Committee has delegated approval for the use of independent auditors for the employee benefit plans to the Employee Benefit Plan Board \(EBPB\).](#)

LKE and PPL Corporation utilize the services of selected independent auditor(s) to provide audit services that include audits of its books and consolidated financial statements. In order to ensure that the independent auditor(s) is independent in both fact and appearance, and in order to ensure that PPL Corporation does not adversely affect the independence and objectivity of its independent auditor(s), employees must generally refrain from utilizing PPL Corporation's independent auditor(s) for performing non-audit services.

If there is a valid business need to request one of the independent auditor(s) (who provides audit services to PPL Corporation) to also perform audit-related, tax or other services, employees need to obtain pre-approval for such services, as detailed below.

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- A description of the deliverables involved; and,
- A copy of the proposed engagement letter.

The LKE Controller is primarily responsible for reviewing and gaining approval of a member of the LKE Governance and Financial Oversight Committee for Form 4941 requests from LKE entities. The LKE Controller, or in his/her absence, the Director, Audit Services, will be the single point of contact on this matter with PPL Corporation and shall submit the approved Form 4941 to the PPL Vice President & Controller and the PPL ~~Executive Director~~ Corporate Audit Services Vice President (or their alternates) for review, approval and processing. Once approved at this level, the request will be subject to pre-approval by the PPL Audit Committee of the Board of Directors.

Definitions

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- Services in connection with the preparation of Consent Letters, Comfort Letters or reviewing offering documents and registration statements; and
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Pre-Approval for Use of an Independent Auditor that Provides Audit Services and Audit Partner Rotations

- Employee benefit plan audits; (**Note:** PPL's Audit Committee has delegated approval of audits of employee benefit plans to the EBPB.); and
- Statement on ~~Auditing Standards (SAS) 70—Audit of Service Organization's Internal for Attestation Engagements (SSAE) 16 – Reporting on Controls Related to Financial Statement Audit at a Service Organization.~~

Tax services generally include services rendered by an independent auditor related to tax compliance, tax advice and tax planning. The SEC and the Public Company Accounting Oversight Board (PCAOB) permit independent auditors to provide certain tax services to audit clients. However, the PCAOB rules identify circumstances in which the provision of tax services impairs an auditor's independence and therefore is not permitted, including services related to marketing, planning or opining in favor of the tax treatment of, among other things, transactions that are based on aggressive interpretations of applicable tax laws and regulations. The rules also treat registered public accounting firms as not independent of audit clients (for purposes of prohibited tax services) if they enter into contingent fee arrangements with those clients or if they provide tax services to certain members of management (or their immediate family members) who serve in financial reporting oversight roles at an audit client. Furthermore, the rules require the independent auditor that seeks pre-approval to perform permitted tax services to

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Penalties For Noncompliance

Failure to comply with this policy may result in disciplinary action, up to and including discharge.

Key Contact: Controller

Reference: [Form 4941](#), [PPL CP 107](#)

Administrative Responsibility: Chief Financial Officer



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March 11, 2013

Mr. Steven G. Elliott
Chair of the Audit Committee
PPL Corporation
Two North Ninth Street
Allentown, Pennsylvania 18101-1179

Dear Mr. Elliott:

1. This agreement (together with all attachments hereto, the "Agreement") confirms the engagement of Ernst & Young LLP ("we" or "EY") by the Audit Committee of PPL Corporation ("Audit Committee") (including the separate Securities and Exchange Commission ("SEC") registrants of PPL Energy Supply, LLC, PPL Electric Utilities Corporation, LG&E and KU Energy, LLC ("LKE"), Louisville Gas & Electric Company ("LG&E"), and Kentucky Utilities Company ("KU") (collectively, the "Company") to audit the Company's consolidated financial statements and PPL Corporation's internal control over financial reporting (the "integrated audit"). As part of the integrated audit, we will audit and report on the consolidated financial statements of the Company for the years ended December 31, 2013, 2014 and 2015 (the "audit of the consolidated financial statements"). We also will audit and report on the effectiveness of PPL Corporation's internal control over financial reporting as of December 31, 2013, 2014 and 2015 (the "audit of internal control"). In addition, we will review the Company's unaudited interim financial information before the Company files its Form 10-Q for the quarters ended March 31, June 30 and September 30 and we will issue a report to the Audit Committee and management that provides negative assurance as to PPL Corporation's, LKE's, LG&E's, and KU's Form 10-Qs conformity with U.S. generally accepted accounting principles. We will also perform other services as described in ATTACHMENT B. All of the services described in this paragraph are referred to collectively as either the "Audit Services" or the "audit." Audit Services for the years 2014 and 2015 remain subject to the approval of the Audit Committee, and our appointment as your independent registered public accounting firm is subject to annual ratification by the Company's shareowners at the Company's annual meeting of shareowners for each of such years covered by this agreement.

Integrated Audit Responsibilities and Limitations

2. The objective of the audit of the financial statements is to express an opinion on whether the consolidated financial statements are presented fairly, in all material respects, in conformity with U.S. generally accepted accounting principles. The objective of the audit of internal



control is to express an opinion on the effectiveness of internal control over financial reporting. Should conditions not now anticipated preclude us from completing either the audit of the financial statements or the audit of internal control and issuing our report(s) thereon, we will advise the Audit Committee and management promptly and take such action as we deem appropriate.

3. We will conduct the integrated audit of the Company in accordance with the standards of the Public Company Accounting Oversight Board (the "PCAOB"). Those standards require that we obtain reasonable, rather than absolute, assurance that the consolidated financial statements are free of material misstatement, whether caused by error or fraud, and that PPL Corporation maintained, in all material respects, effective internal control over financial reporting as of the date specified in management's assessment. For purposes of this letter, "fraud" means, as defined in the applicable auditing literature, an intentional act that could result in a misstatement of the financial statements or otherwise affect the financial reporting of the Company. As the Company's management is aware, there are inherent limitations in the audit process, including, for example, selective testing and the possibility that collusion or forgery may preclude the detection of material error, fraud or illegal acts. Accordingly, there is some risk that a material misstatement of the financial statements or a material weakness in internal control over financial reporting would remain undetected. Also, an audit of the consolidated financial statements is not designed to detect error or fraud that is immaterial to the consolidated financial statements. Similarly, an audit of internal control is not designed to detect deficiencies in internal control over financial reporting that, individually or in combination, are less severe than a material weakness.
4. We will consider the Company's internal control over financial reporting in determining the nature, timing and extent of our audit procedures for the purpose of expressing our opinion on: (1) the consolidated financial statements and (2) the effectiveness of PPL Corporation's internal control over financial reporting. Our report on internal control relates to the effectiveness of internal control over financial reporting as a whole, and not to the effectiveness of each individual internal control component or the effectiveness of internal control over financial reporting of any individual Registrant or other entity other than PPL Corporation.
5. In accordance with professional standards, we will communicate certain matters related to the planning, conduct and results of the audit to the Audit Committee, and also may make certain inquiries of the Audit Committee.
6. In accordance with the rules and regulations of the SEC, the Company is required to submit an interactive data exhibit that presents its consolidated financial statements in eXtensible Business Reporting Language ("XBRL") format. Company management is responsible for the completeness, accuracy and consistency of its XBRL data. The standards of the PCAOB and the rules and regulations of the SEC do not require that we perform, and we will not perform, procedures related to the interactive data exhibits to the Company's reports or



registration statements, or to the related viewable interactive data, as part of the Audit Services. Unlike other information in documents containing the audited financial statements (e.g., Management's Discussion and Analysis), we are not required to read the XBRL submission for material inconsistencies with the information or manner of its presentation appearing in the financial statements as part of our audit procedures. Any services related to the Company's interactive data would be subject to a separate engagement pre-approved by the Audit Committee as described in paragraph 7.

7. Management of the Company will obtain pre-approval from the Audit Committee for any services we are to provide to the Company pursuant to the Audit Committee's pre-approval process, policies, and procedures, including specific pre-approval of internal control-related services, in accordance with the standards and rules of the SEC and PCAOB. Additionally, we will not initiate any such services without confirming that the service has been pre-approved by the Audit Committee. We also will communicate at least annually with the Audit Committee on independence matters as required by the rules of the PCAOB. We will communicate annually with the Audit Committee and provide a report on certain matters as specified in the Corporate Governance Standards of the New York Stock Exchange. We will inform the Chair of the Audit Committee and Company management if the Audit Services are selected for inspection by the PCAOB and also will communicate any written findings as a result of such inspection and all remedial actions taken by EY in response to any findings. Upon your request, we will provide the Audit Committee and the Company with a copy of any publicly available inspection reports on EY issued by the PCAOB, but we will not provide any confidential inspection reports issued by the PCAOB to EY, the confidentiality of which is provided for in the Sarbanes-Oxley Act of 2002 and the PCAOB's inspection rules.
8. If we determine that there is evidence that fraud or possible illegal acts may have occurred, we will bring such matters to the attention of the appropriate level of Company management. If we become aware of fraud involving senior Company management or fraud (whether committed by senior Company management or other employees) that causes a material misstatement of the consolidated financial statements, we will report this matter directly to the Audit Committee. We will determine that the Audit Committee and the appropriate members of management are adequately informed of illegal acts that could result in a misstatement of the financial statements or otherwise affect the financial reporting of the Company. In addition, we also will inform the Audit Committee and appropriate members of Company management of misstatements other than those that are clearly trivial noted during our audit procedures.
9. We will communicate in writing to Company management and the Audit Committee all material weaknesses in internal control over financial reporting identified during the integrated audit, including those that were remediated during the audit. The identification of a material weakness that remains uncorrected as of the date of management's assessment will cause us to express an adverse opinion on the effectiveness of the Company's internal



control over financial reporting. We will consider whether there are any deficiencies, or combinations of deficiencies, that have been identified during the audit that are significant deficiencies and will communicate such deficiencies, including those that were remediated during the audit, in writing, to the Audit Committee. In addition, we will communicate any significant deficiencies and material weaknesses communicated to management and to the Audit Committee in previous audits that have not yet been remediated. We also will communicate to management in writing all internal control deficiencies (that is, those deficiencies in internal control over financial reporting that are of a lesser magnitude than material weaknesses) identified during the integrated audit and not previously communicated by us or by others, and will inform the Audit Committee when such a communication has been made. In addition, if we conclude that the Audit Committee's oversight of the Company's external financial reporting and internal control over financial reporting is ineffective, we will communicate our conclusion in writing to the Board of Directors.

Reviews of Unaudited Interim Financial Information

10. Our review of the Company's unaudited interim financial information will be performed in accordance with the applicable standards of the PCAOB.
11. A review of interim financial information consists principally of performing analytical procedures and making inquiries of Company management responsible for financial and accounting matters. It involves a review of the condensed financial information included in the filing on Form 10-Q and does not include any earlier earnings releases or other such communications. A review is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we will not express an opinion on the interim financial information.
12. A review includes obtaining sufficient knowledge of the Company's business and its internal control as it relates to the preparation of both annual and interim financial information to: identify the types of potential material misstatements in the interim financial information and consider the likelihood of their occurrence; and select the inquiries and analytical procedures that will provide us with a basis for communicating whether we are aware of any material modifications that should be made to the interim financial information for it to conform with U.S. generally accepted accounting principles.
13. A review is not designed to provide assurance on internal control or to identify significant deficiencies. However, we will communicate to the Audit Committee any material weaknesses or significant deficiencies identified during our review procedures.
14. If, during our review procedures, we determine that there is evidence that fraud or possible illegal acts may have occurred, we will bring such matters to the attention of the appropriate



level of Company management. If we become aware of fraud involving senior Company management or fraud (whether committed by senior Company management or other employees) that causes a material misstatement of the interim financial information, we will report this matter directly to the Audit Committee. We will determine that the Audit Committee and the appropriate members of Company management are adequately informed of illegal acts that come to our attention that could result in a misstatement of the financial statements or otherwise affect the financial reporting of the Company. We also will inform the Audit Committee and appropriate members of Company management of misstatements other than those that are clearly trivial noted during our review procedures.

Management's Responsibilities and Representations

15. The consolidated financial statements (including disclosures), unaudited interim financial information, and management's assessment of the effectiveness of internal control over financial reporting are the responsibility of Company management. Company management is responsible for establishing and maintaining effective internal control over financial reporting relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, for properly recording transactions in the accounting records, for safeguarding assets, and for the overall fair presentation of the consolidated financial statements and unaudited interim financial information in conformity with U.S. generally accepted accounting principles. Company management also is responsible for the identification of, and for the Company's compliance with, laws and regulations applicable to its activities.
16. Management of the Company is responsible for adjusting the consolidated financial statements and unaudited interim financial information to correct material misstatements and for affirming to us in its representation letter that the effects of any uncorrected misstatements aggregated by us during the applicable Audit Services and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the consolidated financial statements and unaudited interim financial information taken as a whole.
17. Management of the Company is responsible for apprising us of all allegations involving financial improprieties received by Company management or the Audit Committee (regardless of the source or form and including, without limitation, allegations by "whistle-blowers"), and for providing us full access to these allegations and any internal investigations of them, on a timely basis. For purposes of this letter, allegations of financial improprieties include allegations of manipulation of financial results by Company management or employees, misappropriation of assets by Company management or employees, intentional circumvention of internal controls, inappropriate influence on related party transactions by related parties, intentionally misleading EY, or other allegations of illegal acts or fraud that could result in a misstatement of the financial statements or otherwise affect the financial reporting of the Company. If the Company limits the



information otherwise available to us under this paragraph (based on the Company's claims of attorney/client privilege, work product doctrine or otherwise), the Company will immediately inform us of the fact that certain information is being withheld from us. Any such withholding of information could be considered a restriction on the scope of the audit and may prevent us from opining on the Company's consolidated financial statements or internal control over financial reporting; alter the form of report we may issue on such consolidated financial statements or internal control over financial reporting; prevent us from consenting to the inclusion of previously issued auditor's reports in future Company filings; or otherwise affect our ability to continue as the Company's independent registered public accounting firm. The Company and we will disclose to the Audit Committee any such restriction on the scope of our Audit Service that could have these results.

18. Management of the Company is responsible for performing an evaluation and making an assessment of the effectiveness of the Company's internal control over financial reporting as of the end of the Company's most recent fiscal year, based on a suitable, recognized control framework. In connection with its assessment of internal control over financial reporting, Company management will affirm to us in its representation letter that it has disclosed to us all deficiencies in the design or operation of internal control over financial reporting identified as part of its evaluation, including separately disclosing to us all such deficiencies that management believes to be significant deficiencies or material weaknesses in internal control over financial reporting.
19. Company management is responsible for providing us access to: all information of which management is aware that is relevant to the Audit Services, such as records, documentation and other matters to complete the Audit Services on a timely basis; additional information that we may request from Company management for purposes of the audit; and unrestricted access to persons within the Company from whom we determine it necessary to obtain audit evidence. Company management's failure to do so may cause us to delay our report, modify our procedures, or even terminate the Audit Services.
20. As required by professional standards, we will make specific inquiries of Company management about the representations contained in the consolidated financial statements and unaudited interim financial information and Company management's assessment of the effectiveness of internal control over financial reporting. Professional standards also require that, at the conclusion of the applicable Audit Services, we obtain representation letters from certain members of Company management about these matters and to represent that Company management has fulfilled its responsibilities as set out in this Agreement, including that all material transactions have been recorded in the accounting records and are reflected in the financial statements and unaudited interim financial information. The responses to those inquiries, the written representations, and the results of our procedures comprise the evidence on which we will rely in completing the applicable Audit Services.



21. Management of the Company agrees to cause all of the Company's foreign subsidiaries and affiliates included in the Company's consolidated financial statements to provide any authorization, to the fullest extent permissible under applicable law, necessary to permit compliance with requests by the SEC or the PCAOB for production of documents or information in a foreign public accounting firm's, associated person's or EY's possession, custody or control that was obtained in the conduct of audit services by such firm or person. In addition, the Company hereby waives, to the fullest extent permissible under applicable law, the rights provided under any laws, regulations, professional standards, or other provisions that might restrict the ability of any foreign public accounting firm, any associated person, or EY, to comply with requests by the SEC or the PCAOB for production of documents or information in such foreign public accounting firm's, associated person's or EY's possession, custody or control that was obtained in the conduct of audit services by such foreign firm or person, and consents, to the fullest extent permissible under applicable law, to action taken in furtherance of the foregoing by any foreign public accounting firm, associated person or EY.
22. Management of the Company agrees to work with EY regarding compliance with the applicable rules of the SEC related to EY's independence from the Company. In this regard, management shall make appropriate inquiries of the Company's officers and directors to determine whether any business relationship (as such term is used pursuant to Rule 2-01 (c) (3) of Regulation S-X) exists between any such officer or director (or any entity for or of which such officer or director acts in a similar capacity) and EY or any other member firm of the global Ernst & Young organization (any of which, "EY Firm"), other than one pursuant to which an EY Firm performs professional services. EY agrees to promptly advise the Audit Committee and management of the Company if EY becomes aware of any business relationship (whether proposed or existing) that may reasonably be thought to bear upon EY's independence.
23. Management of the Company shall discuss with EY independence matters that management becomes aware of, that in Company management's judgment, could bear upon EY's independence.
24. The Staff of the SEC has publicly stated that auditors and public companies share responsibility for compliance with auditor independence rules. Accordingly, the Company will provide to EY certain reasonable information about the entities over which the Company has direct or indirect control or significant influence or which otherwise qualify as the "audit client" under Regulation S-X for the purpose of assessing EY's independence in this engagement.
25. The Company shall be responsible for its personnel's compliance with the Company's obligations under this Agreement.



Fees and Billings

26. Our fees for the 2013, 2014 and 2015 Audit Services to the Company are set forth in ATTACHMENT B and incorporated herein by reference. Such fees have been established based on the agreement that we will receive 600 hours of direct assistance from Corporate Audit Services (300 hours in Allentown, PA and 300 hours in Louisville, KY), as well as, 350 hours from Corporate Audit Services (in Allentown, PA) toward the testing of information systems-related controls. In addition, we will receive 1600 and 700 hours from Corporate Audit Services in Allentown, PA and the United Kingdom, respectively, primarily related to the performance of walkthroughs for selected significant classes of transactions under our direct supervision and the reliance on additional business process control testing performed by Corporate Audit Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Audit Services, all of which the Company shall pay (other than taxes imposed on our income generally). We will submit our invoices monthly as per the attached schedules, and payment of them within 30 days from the date of the invoice would be appreciated. The fees on this attachment include charges (up to a maximum of \$10,000) for the use of our EYOnline tool.
27. In addition, the Company shall reimburse us for direct expenses incurred in connection with the performance of the Audit Services. Direct expenses include reasonable and customary out-of-pocket expenses such as travel, meals, accommodations and other expenses specifically related to performing the Audit Services. We will provide supporting detail of all such expenses as requested. EY may receive rebates in connection with certain purchases, which are used to reduce charges that EY would otherwise pass on to its clients.
28. Our fees and schedule of performance are based upon, among other things, our preliminary review of the Company's records and the representations Company personnel have made to us, the Company's documentation of internal control over financial reporting, the procedures the Company performs to support its management's assessment of the effectiveness of internal control over financial reporting and the results of our audit procedures. Our estimates also are dependent upon the Company's personnel providing a reasonable level of assistance during the integrated audit. Should our assumptions with respect to these matters be incorrect or should the documentation of internal control, results of our procedures, condition of records, degree of cooperation, extent of procedures performed by the Company to support management's assessment or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates. Fees for any special audit-related projects, such as proposed business combinations or research and/or consultation on special business or financial issues, will be billed separately from the fees referred to above, using the rates as set forth in ATTACHMENT C and incorporated herein by reference. Fees for any special audit-related projects and services provided in foreign locations will be negotiated separately, but will approximate similar percentages to those noted in



ATTACHMENT C of the local standard hourly billing rates in place at the time such services are rendered.

29. In the event we are requested or authorized by the Company or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the Company, the Company will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests. Our billing rates for such services will approximate 50% of the local standard hourly billing rates in place at the time such services are rendered.

Other Matters

30. Subject to the reimbursement provision in paragraph 29 above and the execution of an access letter acceptable to us (individual letters will be executed for each request), EY shall provide the Company with such documents related to the Audit Services as may be reasonably requested by the Company, including EY's working papers, unless such access is prohibited by applicable federal, state or foreign laws.
31. From time to time, and depending on the circumstances, (1) we may subcontract portions of the Audit Services to other EY Firms, who may deal with the Company or its affiliates directly, although EY alone will remain responsible to you for the Audit Services, and (2) personnel (including non-certified public accountants) from an affiliate of EY or another EY Firm or any of their respective affiliates, or from independent third-party service providers (including independent contractors), may participate in providing the Audit Services. In addition, third-party service providers may perform services for EY or another EY Firm in connection with the Audit Services provided that, prior to any such engagement, EY provides written notification to the Company of the proposed engagement and receives approval of management of the Company for such engagement. Unless prohibited by applicable law, we may provide Company Information to other EY Firms and their personnel, as well as third-party service providers acting on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, "Process") it in various jurisdictions in which they operate to facilitate performance of the Audit Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative support services, or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Company Information, regardless of where or by whom such information is Processed on our behalf. Either EY or the Company may use properly secured electronic media to correspond to or transmit information relating to the Audit Services, and such use will not, by itself, constitute a breach of any confidentiality obligations as required under American Institute of Certified Public Accountants standards.



32. The Company shall not, during the professional engagement period (as such term is defined in Rule 201.2-01 of SEC Regulation S-X) and for 12 months following the end of the professional engagement period for any reason, without the prior written consent of EY, solicit for employment or a position on its Board of Directors, or hire or appoint to its Board of Directors, any current or former partner, principal, or professional employee of EY, any affiliate thereof, any other EY Firm or any of their respective affiliates if any such professional either: (i) performed any audit, review, attest, or related service for or relating to the Company at any time (a) since the date on which the Company filed its most recent periodic annual report with the SEC (or, since the beginning of the most recent fiscal year to be covered by the Company's first such report, if applicable) or (b) in the 12 months ended on that date; or (ii) influences EY's operations or financial policies or has any capital balances or any other continuing financial arrangement with EY.
33. EY shall remain fully responsible for the Audit Services and for all of its other responsibilities, covenants and obligations under this Agreement, notwithstanding that we may subcontract portions of the Audit Services to other EY Firms or that other EY Firms may participate in the provision of the Audit Services. The Company may not make a claim or bring proceedings relating to the Audit Services or otherwise under this Agreement against any other EY Firm and EY shall not contest its responsibility for the Audit Services on the basis that any of them were performed by another EY Firm. The Company shall make any claim or bring proceedings only against EY. This paragraph is intended to benefit the other EY Firms, which shall be entitled to enforce it. Each EY Firm is a separate legal entity.
34. If we Process Company information that can be linked to specific individuals ("Personal Data"), we will Process it in accordance with paragraph 31 of this Agreement, as well as applicable law and professional regulations, including, where applicable, the European Union Safe Harbor program of the U.S. Department of Commerce, in which EY participates. We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements. If any Company information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information. The Company warrants that it has the authority to provide the Personal Data to EY in connection with the performance of the Audit Services and that the Personal Data provided to us has been Processed in accordance with applicable law.
35. In order to provide the Audit Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information



before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Company site. You will provide us with copies of any Restricted Personal Data only in accordance with mutually agreed protective measures.

36. By your signature below, you confirm that the Company, through its Board of Directors, has authorized the Audit Committee to enter into this Agreement on the Company's behalf and that you have been expressly authorized by the Audit Committee to execute this Agreement on behalf of, and to bind, the Company. Either EY or the Company may execute this Agreement (and any supplements or modifications hereto) by electronic means, and each of EY and the Company may sign a separate copy of the same document.
37. EY retains ownership in the workpapers compiled in connection with the performance of the Audit Services.
38. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Audit Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Audit Services, or questions relating to the scope or enforceability of this paragraph, shall be governed by, and construed in accordance with, the laws of New York applicable to agreements made, and fully to be performed, therein by residents thereof. Except for a claim limited solely to seeking non-monetary or equitable relief, any dispute or claim arising out of or relating to the Audit Services, this Agreement, or any other services provided by or on behalf of EY or any of its subcontractors or agents to the Company or at the Company's request, shall be resolved by mediation or arbitration as set forth in ATTACHMENT A to this Agreement, which is incorporated herein by reference. Arbitration shall take place in New York, New York. Judgment on any arbitration award may be entered in any court having jurisdiction.
39. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this Agreement shall remain in effect. This Agreement applies to all Audit Services (as defined in paragraph 1), including any such services performed or begun before the date of this Agreement.
40. This Agreement, including its attachments, reflects the entire agreement between us relating to the Audit Services. It replaces and superseded any previous proposals, correspondence and understandings, whether written or oral.
41. Notwithstanding anything contained herein, nothing contained herein is intended to, nor shall it, preclude, restrict, or otherwise limit EY from acting in a manner consistent with its obligation and responsibilities under applicable professional standards.

To the extent that EY agrees to perform Audit Services for a subsequent fiscal year, the terms and conditions set forth in this Agreement shall apply to the performance of such Audit Services, except as specifically modified, amended or supplemented in writing by the parties. Changes in



the scope of the Audit Services, and estimated fees for such services in subsequent fiscal years will be communicated in supplemental agreements. We may terminate performance of the Audit Services and this Agreement upon written notice if we reasonably determine that we can no longer provide the Audit Services in accordance with applicable law or professional obligations. Upon termination of the Audit Services or this Agreement, the Company shall pay EY, upon obtaining a satisfactory understanding of the facts and circumstances for the termination, for all work-in-progress Audit Services already performed and expenses incurred by us up to and including the effective date of such termination.

EY appreciates the opportunity to be of assistance to the Company. If this Agreement accurately reflects the terms on which the Company has agreed to engage EY, please sign below on behalf of the Company and return it to Stephen Wanner, One Commerce Square, Suite 700, 2005 Market Street, Philadelphia, PA, 19103.

Very truly yours,

Ernst + Young LLP

Agreed and accepted by:

Steven G. Elliott
Chair of the Audit Committee

William H. Spence
Chairman, President and Chief Executive Officer

Vincent Sorgi
Vice President and Controller

Paul A. Farr
Executive Vice President and Chief Financial Officer



ATTACHMENT A

Dispute Resolution Procedures**Mediation**

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of Ernst & Young or any Ernst & Young audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 30 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of Ernst & Young or any Ernst & Young audit client.



The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards or as otherwise required, in the opinion of counsel, by applicable law or regulation. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

CONFIDENTIAL INFORMATION REDACTED

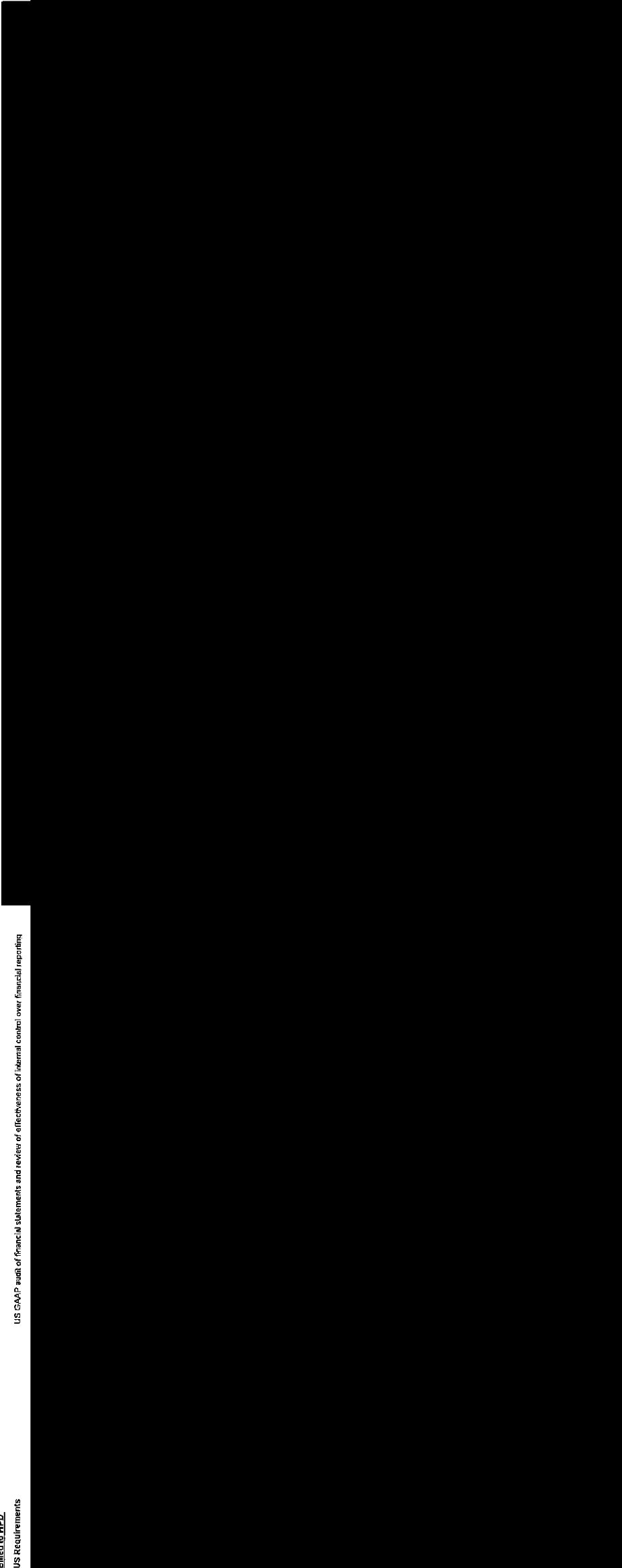
ATTACHMENT B
 Ernst & Young LLP
 PPL Corporation and Subsidiaries
 Audit Scope & Billing Schedule - 2013 Engagement

Note: Billings would be on the last day of the month listed. Fees are in thousands of dollars.

Entity	Description of Audit Service	2014											
		Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
Billed to Corporate													
<i>(SEC-related filings)</i>													
PPL Corporation													
PPL Energy Supply, LLC													
PPL Electric Utilities Corporation													
<i>(Other non-SEC audits)</i>													
PPL Corporation													
PPL Electric Utilities Corporation													
PPL Moravia													
PPL Operation HELP													
PPL Electric Utilities Corporation													
PPL Power Insurance LTD													
Total Other Non-SEC audits													
Total Billed to Corporate													
Billed to LG&E and KU Energy, LLC													
<i>(SEC-related filings)</i>													
Consolidated LG&E and KU Energy, LLC													
Louisville Gas & Electric Company													
Kentucky Utilities Company													
<i>(Other non-SEC audits)</i>													
Louisville Gas & Electric Company													
Kentucky Utilities Company													
Louisville Gas & Electric Company													
Kentucky Utilities Company													
Total Other Non-SEC audits													
Total Billed to LG&E and KU Energy, LLC													

Billed to WPD
US Requirements

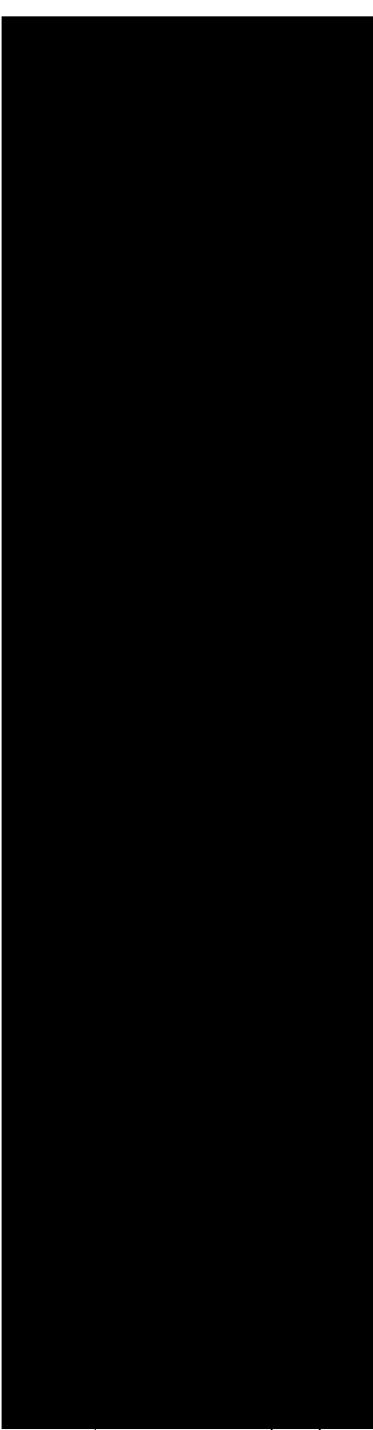
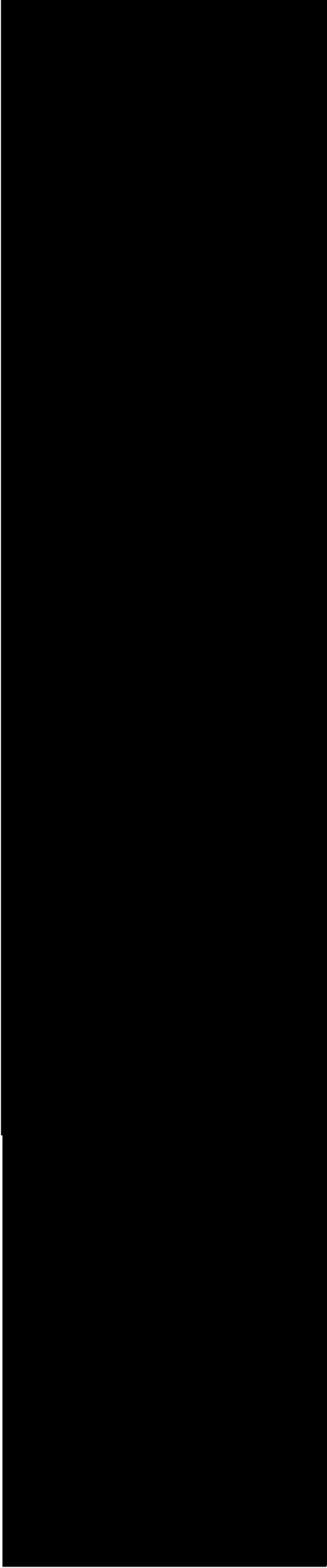
US GAAP audit of financial statements and review of effectiveness of internal control over financial reporting



ATTACHMENT B
 Ernst & Young LLP
 PPL Corporation and Subsidiaries
 Audit Scope & Billing Schedule - 2014 Engagement

Note: Billings would be on the last day of the month listed. Fees are in thousands of dollars.

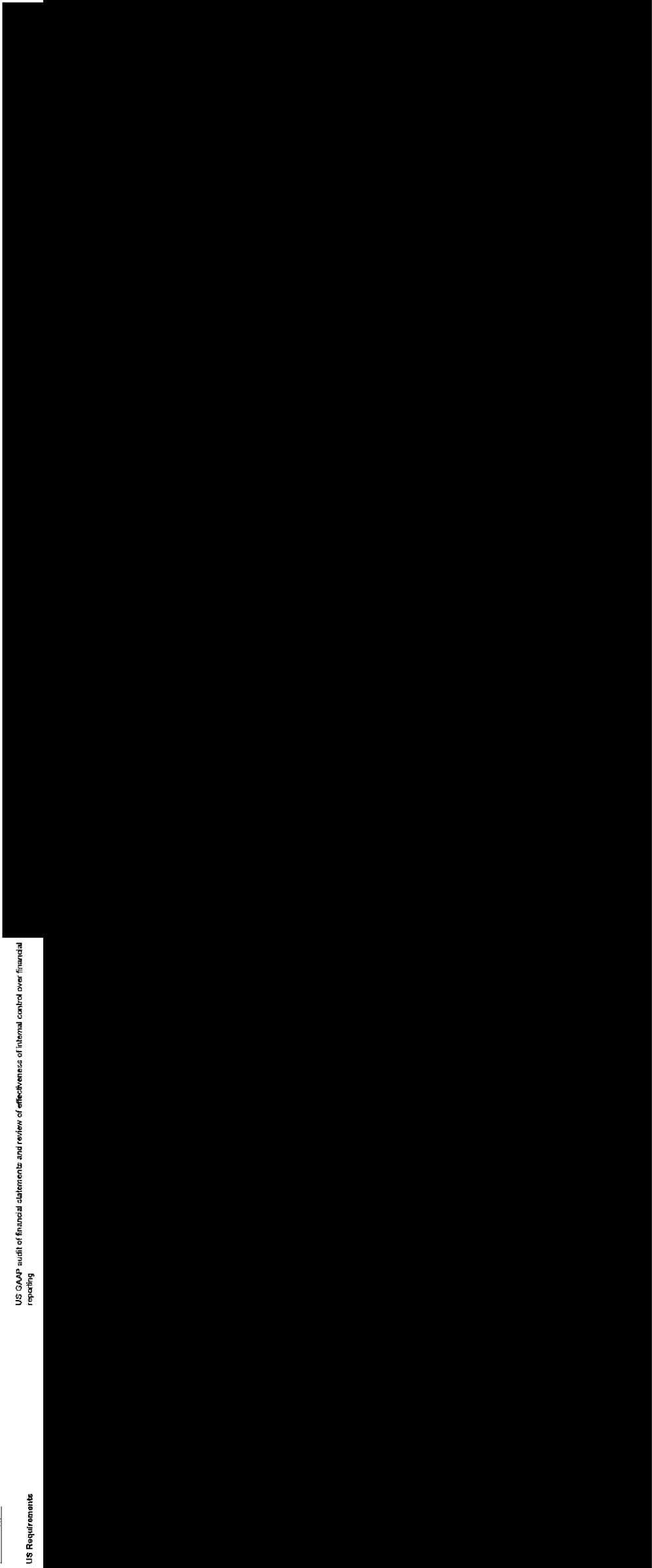
Entity	Description of Audit Service	2015												
		Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	
Total Fee														
Billed to Corporate														
<i>(SEC-related filings)</i>														
PPL Corporation														
PPL Energy Supply, LLC														
PPL Electric Utilities Corporation														
<i>(Other non-SEC audits)</i>														
PPL Corporation														
PPL Electric Utilities Corporation														
PPL Montana														
PPL Operation HELP														
PPL Electric Utilities Corporation														
PPL Power Insurance LTD														
Total Other Non-SEC audits														
Total Billed to Corporate														
Billed to LG&E and KU Energy, LLC														
<i>(SEC-related filings)</i>														
Consolidated LG&E and KU Energy, LLC														
Louisville Gas & Electric Company														
Kentucky Utilities Company														
<i>(Other non-SEC audits)</i>														
Louisville Gas & Electric Company														
Kentucky Utilities Company														
Louisville Gas & Electric Company														
Kentucky Utilities Company														
Total Other Non-SEC audits														
Total Billed to LG&E and KU Energy, LLC														



Billed to WPD

US Requirements

US GAAP audit of financial statements and review of effectiveness of internal control over financial reporting

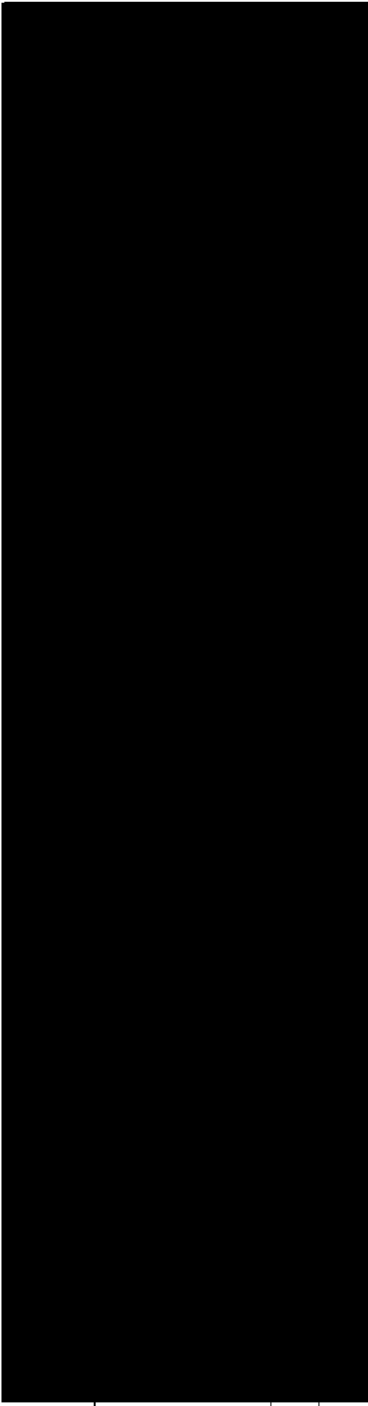
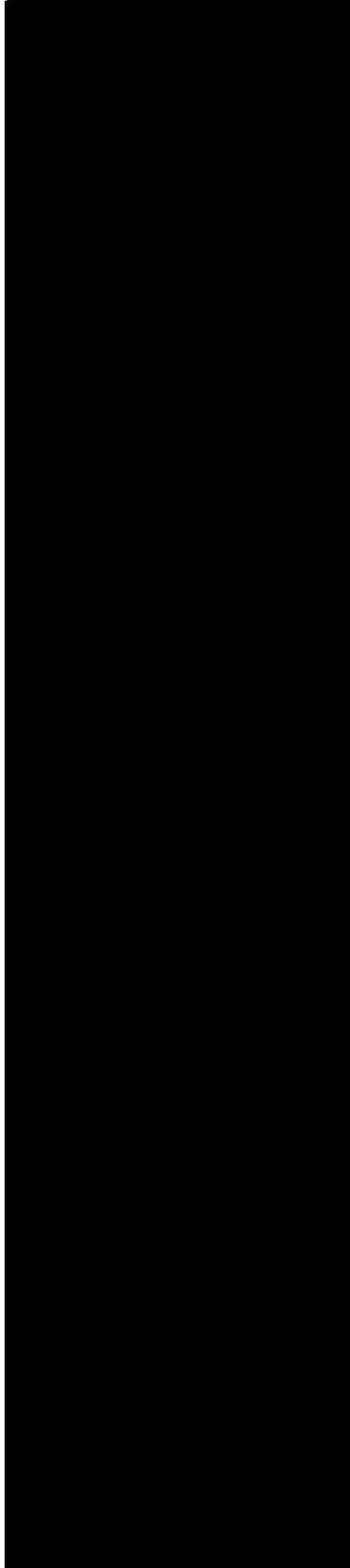


ATTACHMENT B
 Ernst & Young LLP
 PPL Corporation and Subsidiaries
 Audit Scope & Billing Schedule - 2015 Engagement

CONFIDENTIAL INFORMATION REDACTED

Note: Billings would be on the last day of the month listed. Fees are in thousands of dollars.

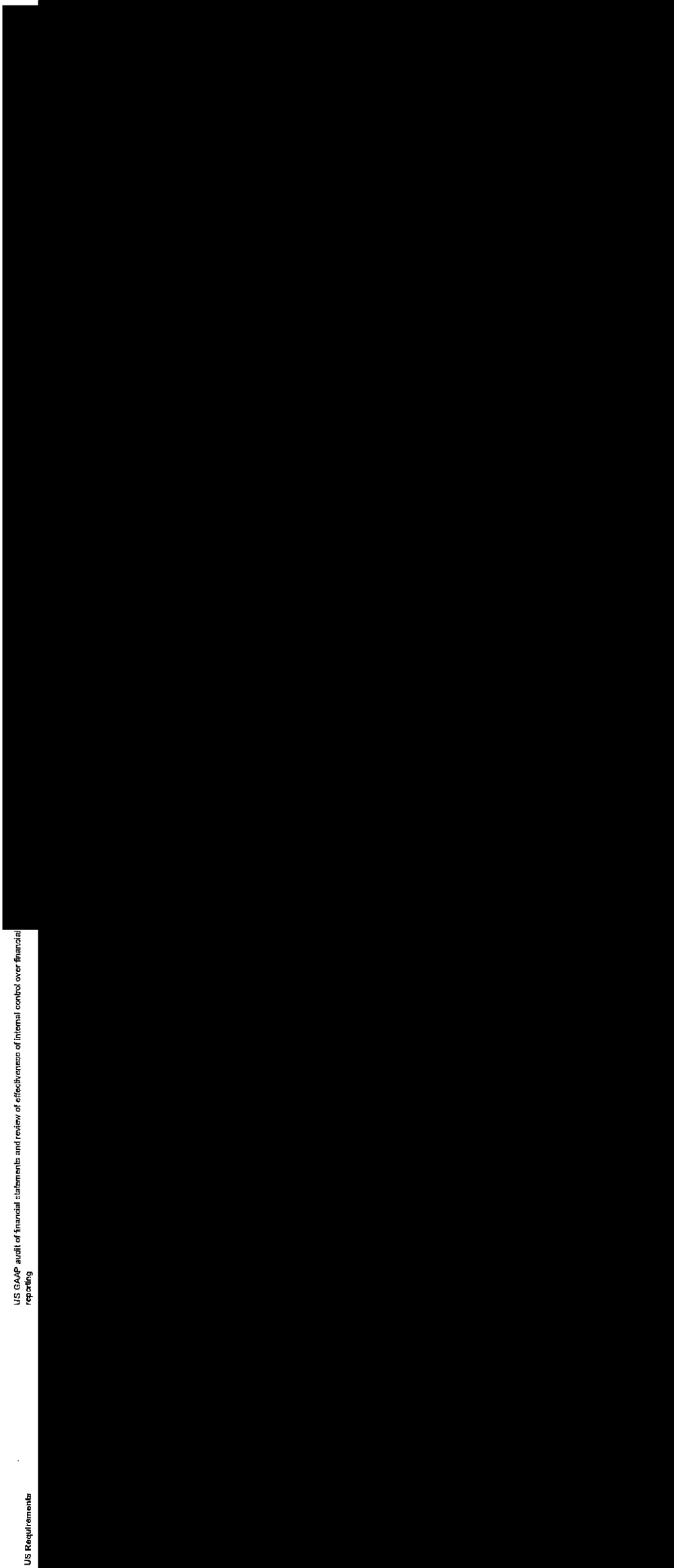
Entity	Description of Audit Service	2015												2016						
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July
Billed to Corporate																				
<i>(SEC-related filings)</i>																				
PPL Corporation																				
PPL Energy Supply, LLC																				
PPL Electric Utilities Corporation																				
<i>(Other non-SEC audits)</i>																				
PPL Corporation																				
PPL Electric Utilities Corporation																				
PPL Montana																				
PPL Operation HELP																				
PPL Electric Utilities Corporation																				
PPL Power Insurance LTD																				
Total Other Non-SEC audits																				
Total Billed to Corporate																				
Billed to LG&E and KU Energy, LLC																				
<i>(SEC-related filings)</i>																				
Consolidated LG&E and KU Energy, LLC																				
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<i>(Other non-SEC audits)</i>																				
Louisville Gas & Electric Company																				
Kentucky Utilities Company																				
Louisville Gas & Electric Company																				
Kentucky Utilities Company																				
Total Other Non-SEC audits																				
Total Billed to LG&E and KU Energy, LLC																				



Billed to WFD

US GAAP audit of financial statements and review of effectiveness of internal control over financial reporting

US Requirements





ATTACHMENT C

The following is the current FY12 rate card in effect for EY personnel. Our rates are revised annually and will be communicated to you each May prior to placing them in effect. Therefore, it is anticipated that new rates will go into effect in May 2013.

EY Standard Rate Card - FY12

	Standard Rate	At applicable percent of standard		
		70%	50%	35%
Audit				
Professional Practice Director				
Partner				
Executive Director				
Senior Manager				
Manager				
Supervising Senior				
Senior				
Staff				
Average				
Information Technology Assurance				
Partner				
Executive Director				
Senior Manager				
Manager				
Supervising Senior				
Senior				
Staff				
Average				
Tax				
Partner				
Executive Director				
Senior Manager				
Manager				
Supervising Senior				
Senior				
Staff				
Average				

CONFIDENTIAL INFORMATION REDACTED



ATTACHMENT C

Our billing rates for out-of-scope audit work, SEC related audit services, and other audit and audit-related services are outlined below:

<p>Out-of-Scope Audit Work:</p> <ul style="list-style-type: none"> • Changes to business, systems, etc., new accounting standards not currently anticipated; • Changes to audit requirements due to both internal EY guidance responsive to PCAOB inspection activities or explicit PCAOB rule making activities • Client inefficiencies 	<p>FY13, FY14, FY15 -35% of then current Standard Hourly Rates</p>
<p>SEC-related audit services</p> <ul style="list-style-type: none"> • Comfort letters/Registration Statements (consents, etc.) • Comment letter 	<p>70% of then standard hourly rates</p>
<p>Other audit and audit related services</p> <ul style="list-style-type: none"> • Business combination accounting • Non-recurring reports (AUP or compliance reports, etc.) 	<p>50% of then standard hourly rates</p>

CONFIDENTIAL INFORMATION REDACTED

The following is the proposed rate card with rates that become effective for EY personnel as of May 4, 2013.

	Standard Rate	At applicable percentage of standard		
		70%	50%	35%
Audit				
Professional Practice Director				
Partner				
Executive Director				
Senior Manager				
Manager				
Supervising Senior				
Senior				
Staff				
Average				
Information Technology Assurance				
Partner				
Executive Director				
Senior Manager				
Manager				
Supervising Senior				
Senior				
Staff				
Average				
Tax				
Partner				
Executive Director				
Senior Manager				
Manager				
Supervising Senior				
Senior				
Staff				
Average				

CONFIDENTIAL INFORMATION REDACTED

The following is the proposed rate card with rates that become effective for EY personnel as of May 5, 2014.

	Standard			
	Rate	70%	50%	35%
Audit				
Professional Practice Director				
Partner				
Executive Director				
Senior Manager				
Manager				
Supervising Senior				
Senior				
Staff				
Average				
Information Technology Assurance				
Partner				
Executive Director				
Senior Manager				
Manager				
Supervising Senior				
Senior				
Staff				
Average				
Tax				
Partner/Principal				
Executive Director				
Senior Manager				
Manager				
Supervising Senior				
Senior				
Staff				
Average				

Strothman & Company P S C
Certified Public Accountants & Advisors

1600 Waterfront Plaza
325 West Main Street
Louisville, Kentucky 40202-4251

502 585 1600
502 585 1601 Fax
www.strothman.com

May 9, 2013



Mr. Daniel K. Arbough, Treasurer
LG&E and KU
220 West Main Street
PO Box 32030
Louisville, Kentucky 40232-2010

Dear Dan:

We are pleased to confirm our understanding of the services we are to provide for LG&E and KU for the year ended December 31, 2012 in connection with its annual reporting obligation under the Employee Retirement Income Security Act of 1974 (ERISA).

Except as described below, we will audit the statements of net assets available for benefits as of December 31, 2012, and the related statements of changes in net assets available for benefits for the year then ended, and the related notes to the financial statements for the following entities:

1. LG&E and KU Savings Plan (formerly E.ON U.S. LLC Savings Plan)
2. Louisville Gas and Electric Company Bargaining Employees' Savings Plan
3. LG&E and KU Retirement Plan (formerly E.ON U.S. LLC Retirement Plan)
4. Louisville Gas and Electric Company Bargaining Employees' Retirement Plan

We will also audit the statements of benefit obligations and net assets available for benefits as of December 31, 2012, and the related statements of changes in benefit obligations and net assets available for benefits for the year then ended for the following entity:

LG&E and KU Retiree Medical Continuation Plan (formerly E.ON U.S. LLC Retiree Medical Continuation Plan)

Also, the following supplementary information accompanying the financial statements, as applicable, will be subjected to the auditing procedures applied in our audit of the financial statements:

1. Assets (Held at End of Year) and Assets (Acquired and Disposed of Within Year).
 2. Loans or Fixed Income Obligations in Default or Classified as Uncollectible.
 3. Leases in Default or Classified as Uncollectible.
 4. Reportable Transactions.
 5. Nonexempt Transactions.
 6. Delinquent Participant Contributions.
-

These financial statements and supplemental schedules are required by the Department of Labor's (DOL) Rules and Regulations for Reporting and Disclosure under ERISA to be filed with Form 5500.

Ray Strothman is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. As you have instructed, our engagement does not include preparation of the Plan's Form 5500.

The AICPA's Audit and Accounting Guide, *Employee Benefit Plans*, requires that, before an auditor's report on the Plan's financial statements can be included with a filed Form 5500 (including any related schedules), the auditor must review the Form 5500 and consider whether there are any material inconsistencies between the other information in the form and the audited financial statements (including the required supplemental schedules) or any material misstatement of fact. We will therefore, not issue our auditor's report until the completed Form 5500 has been provided for our review.

Audit Objective

Our audits will be conducted in accordance with auditing standards generally accepted in the United States of America except that, as permitted by Regulation 2520.103-8 of the DOL's Rules and Regulations for Reporting and Disclosure under ERISA and as instructed by you, we will not perform any auditing procedures with respect to information prepared and certified to by the various plan trustees, in accordance with DOL Regulation 2520.103-5, other than comparing the information with the related information included in the financial statements and supplemental schedules. Because of the significance of the information that we will not audit, we will not express an opinion on the financial statements and supplemental schedules taken as a whole. The form and content of the information included in the financial statements and supplemental schedules, other than that derived from the information certified to by the various plan trustees, will be audited by us in accordance with auditing standards generally accepted in the United States of America, and will be subjected to tests of your accounting records and other procedures we consider necessary to enable us to express an opinion that they are presented in compliance with the DOL's Rules and Regulations for Reporting and Disclosure under ERISA. If for any reason we are unable to complete the engagements, we will not issue a report on the engagements.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of investments, except those certified to by the various plan trustees, plan obligations, benefit obligations, and certain other assets and liabilities by correspondence with financial institutions, actuaries, and other third parties, as needed. We may request written representations from your attorneys as part of the engagement. At the conclusion of our audits, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audits will involve judgment about the number of transactions to be examined and the areas to be tested, except that assets and related transactions certified to by the various plan trustees will not be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations, including prohibited transactions with parties in interest or other violations of ERISA rules and regulations, that are attributable to the plan or to acts by management or employees acting on behalf of the plan.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards, except as previously noted. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and will include prohibited transactions in the supplemental schedule of nonexempt transactions as required by the instructions to Form 5500. Our responsibility as auditors is limited to the period covered by our audits and does not extend to any later periods for which we are not engaged as auditors.

Except as described in the second paragraph, our audits will include obtaining an understanding of the plans and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audits, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

In addition, we will perform certain procedures directed at considering the Plans' compliance with applicable Internal Revenue Service (IRS) requirements for tax exempt status and ERISA plan qualification requirements. However, you should understand that our audits are not specifically designed for and should not be relied upon to disclose matters affecting plan qualifications or compliance with the ERISA and IRS requirements. If during the audits we become aware of any instances of any such matters or ways in which management practices can be improved, we will communicate them to you.

Management Responsibilities

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for establishing an accounting and financial reporting process for determining fair value measurements; for the acceptance of the actuarial methods and assumptions used by the actuary; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information, including the completeness and accuracy of the certifications by the applicable trustees. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the plan from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the plan involving (1) plan management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the plan received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the plan complies with applicable laws and regulations. You are also responsible for preparing the supplementary information in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You are required to disclose the date through which subsequent events have been evaluated and whether that date is the date the financial statements were issued or were available to be issued. You agree that you will not date the subsequent event note earlier than the date of your management representation letter.

Engagement Administration, Fees, and Other

We understand that your personnel will prepare schedules and analyses and type all confirmations we request and will locate any invoices or any other documents selected by us for testing.

The audit documentation for this engagement is the property of Strothman & Company PSC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the U.S. Department of Labor pursuant to authority given to it by law. If requested, access to such audit documentation will be provided under the supervision of Strothman & Company's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the U. S. Department of Labor. The U. S. Department of Labor may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We agree our fees will be the amounts in our proposal for the benefit plans as follows:

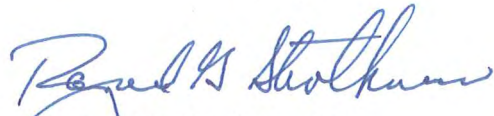
LG&E and KU Savings Plan	\$6,556
Louisville Gas and Electric Company Bargaining Employees' Savings Plan	6,556
LG&E and KU Retirement Plan	6,010
Louisville Gas and Electric Company Bargaining Employees' Retirement Plan	6,010
LG&E and KU Retiree Medical Continuation Plan	5,464

Our invoices for these fees will be rendered each month as work progresses and are payable net 30 days.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Strothman & Company PSC

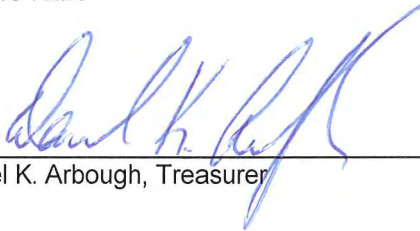


Raymond G. Strothman CPA

RESPONSE:

This letter accurately sets forth our understanding of the limited scope audits of LG&E and KU benefit plans.

APPROVED:



Daniel K. Arbough, Treasurer

5-10-13

Date

Strothman & Company P S C
Certified Public Accountants & Advisors

1600 Waterfront Plaza
325 West Main Street
Louisville, Kentucky 40202-4251

502 585 1600
502 585 1601 Fax
www.strothman.com

April 30, 2013



Mr. Daniel K. Arbough, Treasurer
LG&E and KU
220 West Main Street
PO Box 32030
Louisville, KY 40232-2010

Dear Dan:

We are pleased to confirm our understanding of the services we are to provide for the LG&E and KU Medical Dental and Vision Care Plan for the year ended December 31, 2012 in connection with its annual reporting obligation under the Employee Retirement Income Security Act of 1974 (ERISA).

We will audit the financial statements of the LG&E and KU Medical Dental and Vision Care Plan, which comprise the statement of benefit obligations and net assets available for benefits of as of December 31, 2012 and the related statements of changes in benefit obligations and net assets available for benefits for the year then ended, and the related notes to the financial statements. Also, the following supplementary information accompanying the financial statements, as applicable, will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole:

1. Assets (Held at End of Year) and Assets (Acquired and Disposed of Within Year).
2. Loans or Fixed Income Obligations in Default or Classified as Uncollectible.
3. Leases in Default or Classified as Uncollectible.
4. Reportable Transactions.
5. Nonexempt Transactions.
6. Delinquent Participant Contributions.

These financial statements and supplemental schedules are required by the Department of Labor's (DOL) Rules and Regulations for Reporting and Disclosure under ERISA to be filed with Form 5500.

Raymond G. Strothman is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. As you have instructed, our engagement does not include preparation of the Plan's Form 5500.

The AICPA's Audit and Accounting Guide, *Employee Benefit Plans*, requires that, before an auditor's report on the Plan's financial statements can be included with a filed Form 5500 (including any related schedules), the auditor must review the Form 5500 and consider whether there are any material inconsistencies between the other information in the form and the audited financial statements (including the required supplemental schedules) or any material misstatement of fact. We will, therefore, not issue our auditor's report until the completed Form 5500 has been provided for our review.

Audit Objective

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles, and whether the supplemental schedules are fairly stated in all material respects in relation to the basic financial statements taken as a whole and in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of the LG&E and KU Medical Dental and Vision Care Plan and other procedures we consider necessary to enable us to express such an opinion. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of investments, benefit obligations, and certain other assets and liabilities by correspondence with financial institutions, actuaries, and other third parties. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations, including prohibited transactions with parties in interest or other violations of ERISA rules and regulations, that are attributable to the plan or to acts by management or employees acting on behalf of the plan.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and will include prohibited transactions in the supplemental schedule of nonexempt transactions as required by the instructions to Form 5500. Our responsibility as auditors

is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the plan and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

In addition, we will perform certain procedures directed at considering the Plan's compliance with applicable Internal Revenue Service (IRS) requirements for tax exempt status and ERISA plan qualification requirements. However, you should understand that our audit is not specifically designed for and should not be relied upon to disclose matters affecting plan qualifications or compliance with the ERISA and IRS requirements. If during the audit we become aware of any instances of any such matters or ways in which management practices can be improved, we will communicate them to you.

Management Responsibilities

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for establishing an accounting and financial reporting process for determining fair value measurements, for the acceptance of the actuarial methods and assumptions used by the actuary, and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the plan from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the plan involving (1) plan management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the plan received in communications from employees, former employees, regulators, or others. In addition, you are also responsible for identifying and ensuring that the plan complies with applicable laws and regulations. You are also responsible for preparing the supplementary information in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information

contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You are required to disclose the date through which subsequent events have been evaluated and whether that date is the date the financial statements were issued or were available to be issued. You agree that you will not date the subsequent event note earlier than the date of your management representation letter.

Engagement Administration, Fees, and Other

We understand that your personnel will prepare schedules and analyses and type all confirmations we request and will locate any invoices or other documents selected by us for testing.

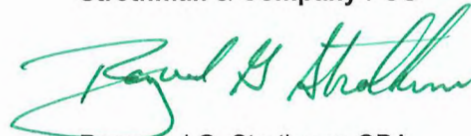
The audit documentation for this engagement is the property of Strothman & Company PSC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the U.S. Department of Labor pursuant to authority given to it by law. If requested, access to such audit documentation will be provided under the supervision of Strothman & Company PSC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the U.S. Department of Labor. The U.S. Department of Labor may intend, or decide, to distribute the photocopies of information contained therein to others, including other governmental agencies.

We agree our fee will be \$5,464 which is based on our contract. Our invoices will be rendered as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

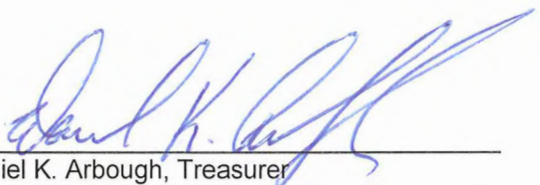
Strothman & Company PSC



Raymond G. Strothman CPA
Managing Partner

Response:

This letter correctly sets forth the understanding of the LG&E and KU Medical Dental and Vision Care Plan.



Daniel K. Arbough, Treasurer

_____ 5-2-13
Date

Strothman and Company
Certified Public Accountants and Advisors
1600 Waterfront Plaza
325 West Main Street
Louisville, KY 40202
502 585 1600

March 24, 2014



Mr. Daniel K. Arbough, Treasurer
LG&E and KU
220 West Main Street
PO Box 32030
Louisville, Kentucky 40232-2010

Dear Dan:

We are pleased to confirm our understanding of the services we are to provide for LG&E and KU for the year ended December 31, 2013 in connection with its annual reporting obligation under the Employee Retirement Income Security Act of 1974 ("ERISA").

Except as described below, we will audit the statements of net assets available for benefits as of December 31, 2013, and the related statements of changes in net assets available for benefits for the year then ended, and the related notes to the financial statements for the following entities:

1. LG&E and KU Savings Plan (formerly E.ON U.S. LLC Savings Plan)
2. Louisville Gas and Electric Company Bargaining Employees' Savings Plan
3. LG&E and KU Retirement Plan (formerly E.ON U.S. LLC Retirement Plan)
4. Louisville Gas and Electric Company Bargaining Employees' Retirement Plan

We will also audit the statements of benefit obligations and net assets available for benefits as of December 31, 2013, and the related statements of changes in benefit obligations and net assets available for benefits for the year then ended for the following entity:

LG&E and KU Retiree Medical Continuation Plan (formerly E.ON U.S. LLC Retiree Medical Continuation Plan)

Also, the following supplementary information accompanying the financial statements, as applicable, will be subjected to the auditing procedures applied in our audit of the financial statements:

1. Assets (Held at End of Year) and Assets (Acquired and Disposed of Within Year).
2. Loans or Fixed Income Obligations in Default or Classified as Uncollectible.
3. Leases in Default or Classified as Uncollectible.
4. Reportable Transactions.

5. Nonexempt Transactions.
6. Delinquent Participant Contributions.

These financial statements and supplemental schedules are required by the Department of Labor's (DOL) Rules and Regulations for Reporting and Disclosure under ERISA to be filed with Form 5500.

Ray Strothman is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. As you have instructed, our engagement does not include preparation of the Plan's Form 5500.

The AICPA's Audit and Accounting Guide, *Employee Benefit Plans*, requires that, before an auditor's report on the Plan's financial statements can be included with a filed Form 5500 (including any related schedules), the auditor must review the Form 5500 and consider whether there are any material inconsistencies between the other information in the form and the audited financial statements (including the required supplemental schedules) or any material misstatement of fact. We will therefore, not issue our auditor's report until the completed Form 5500 has been provided for our review.

Audit Objective

Our audits will be conducted in accordance with auditing standards generally accepted in the United States of America except that, as permitted by Regulation 2520.103-8 of the DOL's Rules and Regulations for Reporting and Disclosure under ERISA and as instructed by you, we will not perform any auditing procedures with respect to information prepared and certified to by the various plan trustees, in accordance with DOL Regulation 2520.103-5, other than comparing the information with the related information included in the financial statements and supplemental schedules. Because of the significance of the information that we will not audit, we will not express an opinion on the financial statements and supplemental schedules taken as a whole. The form and content of the information included in the financial statements and supplemental schedules, other than that derived from the information certified to by the various plan trustees, will be audited by us in accordance with auditing standards generally accepted in the United States of America, and will be subjected to tests of your accounting records and other procedures we consider necessary to enable us to express an opinion that they are presented in compliance with the DOL's Rules and Regulations for Reporting and Disclosure under ERISA. If for any reason we are unable to complete the engagements, we will not issue a report on the engagements.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of investments, except those certified to by the various plan trustees, plan obligations, benefit obligations, and certain other assets and liabilities by correspondence with financial institutions, actuaries, and other third parties, as needed. We may request written representations from your attorneys as part of the engagement. At the conclusion of our audits, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audits will involve judgment about the number of transactions to be examined and the areas to be tested, except that assets and related transactions certified to by the various plan trustees will not be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations, including prohibited transactions with parties in interest or other violations of ERISA rules and regulations, that are attributable to the plan or to acts by management or employees acting on behalf of the plan.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards, except as previously noted. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and will include prohibited transactions in the supplemental schedule of nonexempt transactions as required by the instructions to Form 5500. Our responsibility as auditors is limited to the period covered by our audits and does not extend to any later periods for which we are not engaged as auditors.

Except as described in the second paragraph, our audits will include obtaining an understanding of the plans and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audits, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

In addition, we will perform certain procedures directed at considering the Plans' compliance with applicable Internal Revenue Service (IRS) requirements for tax exempt status and ERISA plan qualification requirements. However, you should understand that our audits are not specifically designed for and should not be relied upon to disclose matters affecting plan qualifications or compliance with the ERISA and IRS requirements. If during the audits we become aware of any instances of any such matters or ways in which management practices can be improved, we will communicate them to you.

Management Responsibilities

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for establishing an accounting and financial reporting process for determining fair value measurements; for the acceptance of the actuarial methods and assumptions used by the actuary; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information, including the completeness and accuracy of the certifications by the applicable trustees. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the plan from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the plan involving (1) plan management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the plan received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the plan complies with applicable laws and regulations. You are also responsible for preparing the supplementary information in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You are required to disclose the date through which subsequent events have been evaluated and whether that date is the date the financial statements were issued or were available to be issued. You agree that you will not date the subsequent event note earlier than the date of your management representation letter.

Engagement Administration, Fees, and Other

We understand that your personnel will prepare schedules and analyses and type all confirmations we request and will locate any invoices or any other documents selected by us for testing.

The audit documentation for this engagement is the property of Strothman and Company and constitutes confidential information. However, we may be requested to make certain audit documentation available to the U.S. Department of Labor pursuant to authority given to it by law. If requested, access to such audit documentation will be provided under the supervision of Strothman & Company's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the U. S. Department of Labor. The U. S. Department of Labor may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We agree our fees will be the amounts in our proposal for the benefit plans as follows:

LG&E and KU Savings Plan	\$6,753
Louisville Gas and Electric Company Bargaining Employees' Savings Plan	6,753
LG&E and KU Retirement Plan	6,190
Louisville Gas and Electric Company Bargaining Employees' Retirement Plan	6,190
LG&E and KU Retiree Medical Continuation Plan	5,628

Our invoices for these fees will be rendered each month as work progresses and are payable net 30 days.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Strothman and Company

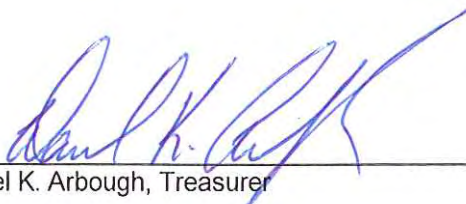


Raymond G. Strothman CPA

RESPONSE:

This letter accurately sets forth our understanding of the limited scope audits of LG&E and KU benefit plans.

APPROVED:



Daniel K. Arbough, Treasurer

3-27-14
Date



Centre Square East
1500 Market Street
Philadelphia, PA 19102-4790

T +215 246 6000

PRIVATE AND CONFIDENTIAL

March 28, 2013

Mr. Kent Blake
LG&E and KU Chief Financial Officer
220 W Main St
Louisville, KY 40202

Dear Kent:

2013 SCOPE OF WORK FOR ACTUARIAL VALUATION RELATED SERVICES FOR PPL CORPORATION SUBSIDIARIES LG&E and KU SERVICES COMPANY ("LKS"), LOUISVILLE GAS AND ELECTRIC COMPANY ("LG&E"), KENTUCKY UTILITIES COMPANY ("KU") AND WESTERN KENTUCKY ENERGY CORP ("WKE").

This agreement documents the Scope of Work agreed between LG&E and KU Energy LLC ("LKE" or "you") and Towers Watson Pennsylvania Inc. ("Towers Watson," "we" or "us") whereby Towers Watson will provide certain consulting services on a year to year basis as described herein ("Services") to LKE. Towers Watson and LKS agree that this Scope of Work shall be governed by the terms and conditions set forth in the Master Consulting Services Agreement dated December 7, 2007 between Towers Watson (then known as Towers Perrin) and PPL Corporation (the "Master Agreement") as if LKE is PPL Corporation. The terms and conditions of the Master Agreement are hereby incorporated by reference in this Scope of Work as if fully set forth herein. PPL Corporation is not a party to this Scope of Work and reference to the Master Agreement herein does not cause LKE or any subsidiary of LKE to become party to any other scope of work under the Master Agreement. Capitalized terms used but not defined in this Scope of Work shall have the meanings ascribed to them in the Master Agreement.

Please review this Scope of Work, and unless you have questions or concerns we need to address, indicate your acceptance by having an appropriate representative of LKE sign the enclosed copy and return it promptly to me.

1. **Services** – Towers Watson shall perform Valuation and Retirement Consulting Services as described below for all of the plans listed on Page 2 of the Attachment to this Scope of Work dated March 28, 2013 (the "Attachment") which is hereby incorporated in this Scope of Work by reference. All references to "PPL" in the Attachment shall be read as references to LKE.

This Scope of Work covers both "Core Valuation Services" as well as "Ad Hoc Consulting Services" for these plans, as defined below:

- Core Valuation Services are those described in the first column ("Included in Fixed Fee") on Pages 3-7 of the Attachment.

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- Ad Hoc Consulting Services are all other retirement plan related services, including those described in the second column ("Not Included in Fixed Fee") on Pages 3-7 of the Attachment.

We expect to provide these Services on a year to year basis. Any changes in the Services to be provided during any particular year will be confirmed in writing by you and us prior to our performance of the Services.

2. **Fees and Expenses** – PPL will compensate Towers Watson as follows:

- On a fixed fee basis for Core Valuation Services. **The fixed fee for Core Valuation Services in 2013 is [REDACTED]** Subsequent documentation will include the splits among the plans and an initial suggestion for the trust and non-trust allocations. Fixed fees for subsequent years will be provided prior to the close of the preceding year.
- On a time and expense basis for Ad Hoc Consulting Services. These charges include:
 - Hourly time charges for personnel performing Services at our hourly rates in effect at the time of performance;
 - Data processing and related intellectual capital charges ranging from [REDACTED] to [REDACTED] of our staff time charges, to offset non-itemized expenses related to the maintenance, updating and operation of our centrally supported technology systems; and
 - Indirect expenses fee equal to [REDACTED] of our hourly time charges and data processing and related intellectual capital charges to offset non-itemized expenses related to our performance of the Services, such as copying, telephone, and facsimile services.
- Reimbursement, at cost, of direct expenses reasonably incurred by us in connection with the performance of our Services, such as travel and other vendor expenses but not including salary and benefits of our employees; and
- The amount of any tax or similar assessment based upon our charges for the Services, other than assessments based upon our net income.

Please note that we would be pleased to be compensated on a fixed fee basis for Ad Hoc Consulting Services for any project we discuss in advance where the scope of the assignment can be accurately estimated prior to the beginning of the project.

3. **Invoicing and Payment** – The fixed fees for Core Valuation Services will be payable in quarterly installments in February, May, August, and November each year (with the first two installments payable in May for 2013 only).

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We will bill you for the Core Valuation Services fixed fee payments as they become due each quarter. At the end of each month during which we perform Services for you, we will also bill you for all other charges accrued in each month, such as Ad Hoc Consulting Services fees, travel and vendor expenses. If you have any questions about any of our invoices, you must notify us within 30 days from the date of the invoice.

Invoices are due upon receipt. Any charge or portion of a charge outstanding 60 days after the date of the invoice will be subject to a late charge, which you agree to pay, equal to the lesser of [REDACTED] or the maximum allowed by law for each month that payment remains outstanding, beginning from the date of the invoice.

4. **Collection And Use Of Personal Data** — For this project, the parties anticipate the need on the part of Towers Watson for certain elements of Personal Data. The list below is not exhaustive but includes some of the elements that may be needed for this project:

- Social Security number
- Name
- Date of birth
- Date of hire
- Salary

In performing the services, we may pass Personal Data within our global network of offices and affiliates and to providers of IT outsourcing who will be subject to appropriate data protection standards. Irrespective of where we receive or hold individually identifiable personal information ("Personal Data") on your behalf, we confirm that, acting as data processor we will take appropriate technical, physical and organizational/administrative measures to protect that Personal Data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. We will only use that Personal Data for the purposes of providing services to you or for other reasonable purposes which are related to the services we provide, unless you instruct us otherwise. In providing services to LKE, Towers Watson shall comply with the Information Security Policy maintained by Towers Watson and applicable to data of Towers Watson and its clients in general. Without limiting the application of such policy, Towers Watson agrees to treat any and all identifiable personal information as "Restricted Information" as such term is used in such policy. Towers Watson shall transfer all LKE restricted data in a manner consistent with generally accepted practices in its industry. Towers Watson shall encrypt all LKE data on Towers Watson workstations and portable devices in a manner consistent with generally accepted practices in its industry and in accordance with its policies. You and Towers Watson shall each comply with the provisions and obligations imposed on each of us by applicable data privacy legislation and regulations.

5. **Remediation** - Towers Watson will provide notice promptly after confirmation of unauthorized access to the Client's Personal Data. In the event of such breach, Towers Watson shall bear all reasonable costs associated with (i) our investigation of such a security breach, (ii) any notification required by applicable law, including notification of individuals and others to the extent required by law, and (iii) responding to individual, regulator and media inquiries during the

period immediately following any notification. We will work with you in good faith with respect to any further efforts to resolve the matter that, while not required by law, we agree are reasonable and appropriate under the circumstances. In addition, Towers Watson will agree to provide credit monitoring for up to twenty-four (24) months after a security incident in instances where fraud or identity theft can reasonably be expected to result from the breach.

6. **Term and Termination** — This Scope of Work shall be in effect for an initial period of one year from the commencement of the Services. Thereafter, it will automatically renew for successive periods of one year unless terminated by one of the parties.
7. **Audit Right** — Towers Watson shall maintain complete records relating to the charges paid for any and all Ad Hoc Consulting Services or other cost-based (i.e., Services not covered by firm prices) components billed under this Scope of Work (all the foregoing hereinafter referred to collectively as “Records”) which shall be available to inspection and subject to audit during normal working hours, by you or your authorized representative (subject to the foregoing limitations) to the extent necessary to adequately permit evaluation and verification of any invoices and payments based on Towers Watson’s in the performance of Services under this Scope of Work. For the purpose of evaluating or verifying such charges, you or your authorized representative shall have access to said Records as mutually agreed upon by the parties for the duration of this Scope of Work and a period of one year thereafter. All non-public information obtained in the course of such audits shall be held in confidence except pursuant to judicial and administrative order. You agree to compensate us for time expended by our staff to facilitate the inspection and audit and to reimburse us for any expenses incurred in connection with the review, for any time in excess of twenty hours (that is ten hours apiece for two senior consultants). You may exercise this right only once in any calendar year and agree to limit the duration of the review to a reasonable period. The review must be conducted at mutually convenient times and locations and in a manner, which does not disrupt our business operations. You agree to keep information disclosed to you in the course of the review confidential from all third parties, except for any third party participating in the review with our consent as described below.

We understand that you may wish to engage a third party to assist you in conducting the review. No third party may participate in the review unless you obtain our prior consent, which will not be unreasonably withheld, and the third party enters into an appropriate confidentiality agreement with us. You understand that we will not consent to the participation of any third party offering services or products that compete with our own.

8. **General** — For purposes of the provisions of the paragraph of the Master Agreement under the heading “NONDISCLOSURE,” the term “your business” shall include LKS, LG&E, KU and WKE (collectively the “LKE Subsidiaries”) as well as LKE.

Notwithstanding the provisions of the paragraph of the Master Agreement under the heading “WORK PRODUCT,” the Services are to be performed for LKE and the LKE Subsidiaries and the



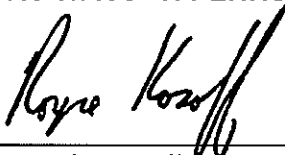
LKE Subsidiaries and LKE may disclose work product provided by Towers Watson under this Scope of Work to one another.

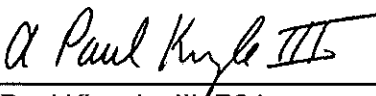
In the event of any conflict or inconsistency between the terms of this Scope of Work and the terms of the Master Agreement, the terms of this Scope of Work shall prevail as to the Services performed pursuant to this Scope of Work whether or not documented in this Scope of Work. Except as expressly modified by this Scope of Work, all other terms and conditions of the Master Agreement remain in effect and apply to this Scope of Work.

The provisions of this Scope of Work entitled "Fees, Invoicing and Payment," "Limitation of Liability", and this provision entitled "General" shall survive the termination of the Master Agreement and this Scope of Work.

We look forward to your approval of this Scope of Work.

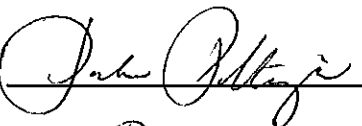
TOWERS WATSON PENNSYLVANIA INC.

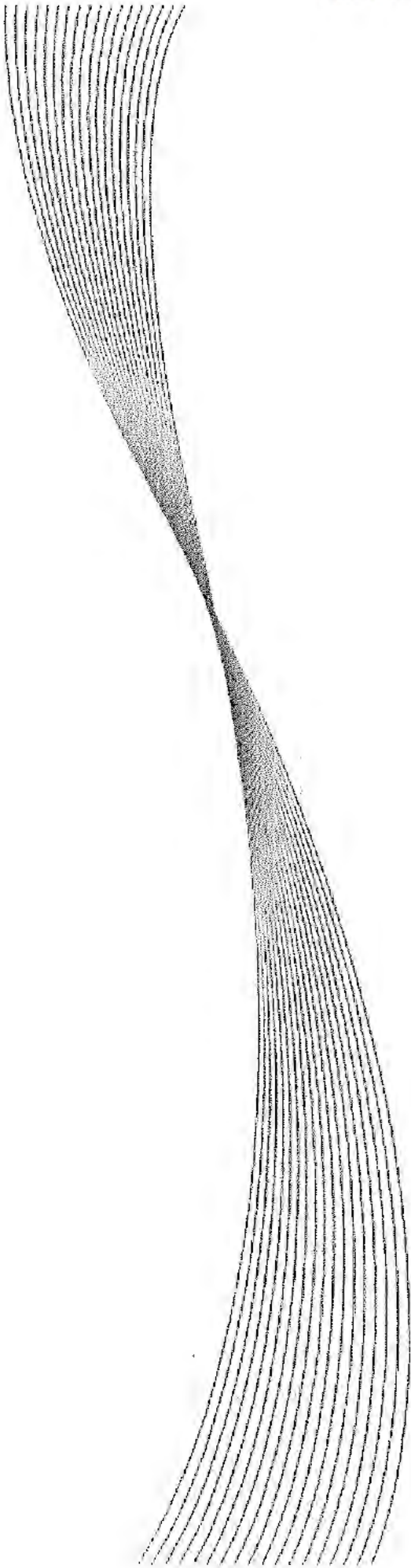
By: 
Royce S. Kosoff, FSA, CFA
Senior Consultant

By: 
A. Paul Kienzle, III, FSA
Account Director

Accepted and agreed:

LG&E AND KU ENERGY LLC

By:  _____
Print Name: PAULA POTTINGER _____
Print Title: SVP-HR _____
Date: 4/3/13 _____



PPL Corporation: LG&E and KU Retirement Plans

Scope of Work for 2013 Valuation Services - Attachment

March 28, 2013

TOWERS WATSON 

Introduction

- The services presented in this Scope of Work are based on the following plans currently sponsored by PPL:
 - LG&E and KU Retirement Plan
 - LG&E Company Bargaining Employees' Retirement Plan
 - Western Kentucky Energy Corporation Bargaining Employees' Retirement Plan
 - LG&E and KU Postretirement Benefit Plan
 - LG&E and KU Postemployment / Disability Plan
 - LG&E Officer SERP
 - LG&E Restoration Plan
 - LG&E Hale SERP

Valuation Related Services: Funding Requirements (Qualified Pension Plans)

- **Included in Fixed Fee**
 - Required funding valuation calculations (calculated on a post-MAP-21 basis except where noted)
 - Minimum required contribution
 - Maximum deductible contribution (calculated on a pre-MAP-21 basis)
 - One actuarial report for each plan (combined funding and accounting report)
 - Government Filings
 - Schedule SB for each plan
 - Participant count information for Form 5500 for each plan
 - PBGC electronic filing, including one variable premium calculation (calculated on a pre-MAP-21 basis as required by the PBGC), for each plan
 - Quarterly elections to apply funding balance to satisfy quarterly contribution requirements
 - One Adjusted Funding Target Attainment Percentage (AFTAP) certification per plan
- **Not Included in Fixed Fee**
 - Analysis of alternative funding strategies or funding methods
 - Detailed projections/forecasts of future funding results (Cost and Risk Management Channel updates included in separate scope of work)
 - Impact of assumption changes or plan design changes (union and/or management)
 - Funded status estimates at dates other than valuation dates
 - Form 5500 preparation
 - Additional calculations and/or projections requested by PPL on a pre-MAP-21 basis
 - AFTAP Range Certifications (if needed)

Valuation Related Services: Funding Requirements (Postretirement VEBAs)

- **Included in Fixed Fee**
 - Required VEBA contribution results at year-end
 - Maximum deductible limits for VEBAs, split by bargained/non-bargained and life insurance/medical
 - Generally provided in December
 - Mid-year VEBA estimated contribution results
 - one estimate for each VEBA (generally provided at end of second quarter)
 - 401(h) deductible limit calculation
 - one estimate for each sub-account (generally provided at end of second quarter)
- **Not Included in Fixed Fee**
 - Analysis of alternative funding strategies for VEBAs and/or 401(h) deductible limit
 - Detailed projections/forecasts of future funding results for VEBAs and/or 401(h) deductible limits
 - Multiple maximum tax deductible estimates during the year

Valuation Related Services: Accounting Valuations (All Plans)

- | • Included in Fixed Fee* | • Not Included in Fixed Fee |
|---|---|
| <ul style="list-style-type: none"> • All required calculations under ASC 712 and 715 on a regulatory basis and financial basis to determine balance sheet and income statement amounts <ul style="list-style-type: none"> — including necessary “double corridor” calculations — including alternative expense calculations used for deferred tax credit due to retiree medical tax-free subsidy under Medicare Modernization Act • One annual expense budget estimate for each plan • Actuarial reports <ul style="list-style-type: none"> — combined with funding reports for each qualified pension plan — one management summary letter for all SERP plans — one letter report for each retiree welfare and postemployment benefit plan • Accounting cost allocations among four LG&E and KU companies | <ul style="list-style-type: none"> • Analysis/impact of alternative: <ul style="list-style-type: none"> — actuarial assumptions (other than routine analysis from baseline assumptions) — accounting strategies/methods such as asset valuation method or corridor amortization approaches — plan design changes — workforce adjustments or reductions • Detailed projections/forecasts of future accounting results (beyond 1-year budgets included in fixed fee) • BOND: Link discount rate setting, including annual adjustments and additional auditor training • Any special curtailment or settlement accounting • Early estimates of “other comprehensive income” calculations provided prior to conclusion of disclosure (if necessary) • Analysis of impact of changes in accounting rules or standards |

* As noted in Section 2 of the letter, Fees and Expenses, the 2013 fixed fee has been reduced to reflect Mercer’s preparation of this work

Valuation Related Services: Accounting Valuations (All Plans) continued

- **Included in Fixed Fee**
 - Responses to routine, recurring auditor requests including preparation of routine data files and discussions with auditors regarding information provided to them (“routine” requests are defined as providing our standard actuarial reports to the auditor and verbal responses to any brief questions they may have)
 - Quarterly distribution of “Consolidated Spreadsheet” with summary results
 - Year-end accounting disclosures
 - generation of basic required financial information for all plans, including final “other comprehensive income” on financial and regulatory accounting basis
 - presentation to PPL as one single spreadsheet with one column for each plan (PPL will generate reporting entity results)
 - Retiree Welfare per capita claims cost development, assuming claims and enrollment split by plan type and claimants under age 65 and over age 65.
- **Not Included in Fixed Fee**
 - Year-end accounting disclosure
 - Preparation of pension and retiree welfare information for Critical Accounting Policies section of annual 10-K filing
 - Comprehensive auditor requests including detailed response letters, discussions on assumptions and methods, preparation of non-standard data files, etc.
 - Responses and additional support to other outside providers (e.g., Pacific Global Advisors)

Valuation Related Services: Other Services

- **Included in Fixed Fee**
 - Annual planning meeting and valuation results meeting /conference call
 - Status update calls, as needed
 - Project management needed to provide services (e.g., weekly internal team meetings)
- **Not Included in Fixed Fee**
 - Out-of-pocket expenses
 - Consulting/calculations pertaining to:
 - acquisitions/divestitures
 - changes in plan design/union negotiations
 - workforce adjustments
 - Demographic experience analysis
 - Nondiscrimination testing
 - Asset/liability studies or stochastic forecasting
 - Executive benefit calculations and related consulting, including FICA tax calculations
 - RDS attestations for Medicare Part D subsidy

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Fixed Fee Assumptions

- Note that our Fixed Fees may require adjustment in certain situations:
 - Census data is not “Valuation Quality” (defined below)
 - There is a change in the valuation census data delivery process (for example, a change in plan administrator)
 - Total participants in a plan change by [REDACTED] or more
 - There are significant changes in accounting requirements, funding requirements, or other governmental regulations
- Valuation Quality Data is defined as follows:
 - Data is received in a single source (by plan) in a single format in electronic media
 - Data is readily reconcilable with previous data. This means that we are able to track changes in status (i.e., active to retired) through a match to our prior year data without large numbers of unexplainable status changes or new employees with past service
 - Fewer than [REDACTED] of records contain questionable data
- We will run the census data through our system edits and produce listings or questions for your review. After we receive your responses, we will modify the data accordingly and run the data through the system a second time. If no additional questions are generated, the data will be deemed “Valuation Quality”.

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**PPL Corporation – LG&E and KU Energy LLC
2013 Consulting Services
Scope of Work
10/22/2013**

Project Name	2013 Consulting Services												
Project Category	Retirement												
Key Towers Watson Staff	Royce Kosoff, Jennifer Della Pietra , Kristin May (née Ausiello)												
Fees for Project	Total fees are estimated to be approximately [REDACTED]												
Timing	April 2013 through January 2014												
<p>Services:</p> <ul style="list-style-type: none"> Savings plan integration assistance, including work for qualified savings plans and for non-qualified plans under Vendor Search and Targeted Compliance Review scope of work and miscellaneous consulting services not covered under Vendor Search and Targeted Compliance Review scope of work Bulk Lump Sum Window assistance, including design consulting, financial analysis (including information for Kentucky Public Service Commission) and review of Mercer's calculations Consulting services requested by LKE that are not covered under the 2013 Scope of Work for Actuarial Valuation Related Services for PPL Corporation Subsidiaries LG&E and KU Service Company ("LKS"), Louisville Gas and Electric Company ("LG&E"), Kentucky Utilities Company ("KU") and Western Kentucky Energy Corp. ("WKE") and shall be performed in accordance with such document 													
<p>Fees, Invoicing and Payment Terms:</p> <p>Charges for the qualified savings plans and non-qualified plan services under the Vendor Search and Targeted Compliance Review scope of work will be invoiced on a Fixed Fee basis.</p> <p>Charges for the other services will be invoiced on a Time and Expense basis. All Services shall be approved by an authorized LKE representative. Approval shall be documented and contain a price range for the Services before any work begins.</p> <p>Our Time and Expense charges will consist of:</p> <ul style="list-style-type: none"> Hourly time charges for personnel performing Services at our hourly rates in effect at the time; see below for rates in effect as of October 2013 <table border="1"> <thead> <tr> <th>Staff Class</th> <th>Hourly Rate Range</th> </tr> </thead> <tbody> <tr> <td>Senior Consultant</td> <td>[REDACTED]</td> </tr> <tr> <td>Consultant</td> <td>[REDACTED]</td> </tr> <tr> <td>Senior Analyst</td> <td>[REDACTED]</td> </tr> <tr> <td>Analyst</td> <td>[REDACTED]</td> </tr> <tr> <td>Administrative Support</td> <td>[REDACTED]</td> </tr> </tbody> </table> <ul style="list-style-type: none"> Indirect expenses fee equal to [REDACTED] percent [REDACTED] of our hourly time charges and data processing and related intellectual capital charges to offset non-itemized expenses related to our performance of the Services such as copying, telephone and facsimile costs Data processing and intellectual capital charges of [REDACTED] percent [REDACTED] of our hourly time charges to offset non-itemized expenses related to the maintenance, updating and operation of our centrally supported technology systems. Reimbursement, at cost, of direct expenses reasonably incurred by us in connection with the performance of our Services, such as travel and other vendor expense The amount of any tax or similar assessments based upon our charges <p>At the end of each month during which we perform Services for you, we will bill you for all charges accrued for the month, including any travel and vendor expenses. The Fixed Fee amounts will be included on the first invoice we send for these Services. If you have any questions about any of our invoices, you must notify us within 30 days from the date of the invoice.</p>		Staff Class	Hourly Rate Range	Senior Consultant	[REDACTED]	Consultant	[REDACTED]	Senior Analyst	[REDACTED]	Analyst	[REDACTED]	Administrative Support	[REDACTED]
Staff Class	Hourly Rate Range												
Senior Consultant	[REDACTED]												
Consultant	[REDACTED]												
Senior Analyst	[REDACTED]												
Analyst	[REDACTED]												
Administrative Support	[REDACTED]												

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PPL Corporation – LG&E and KU Energy LLC
2013 Consulting Services
Scope of Work
10/22/2013

Invoices are due upon receipt. Any charge or portion of a charge outstanding 60 days after the date of the invoice will be subject to a late charge, which you agree to pay, equal to the lesser of [REDACTED] or the maximum allowed by law for each month that payment remains outstanding, beginning from the date of the invoice.

Agreement:


This agreement documents the Scope of Work agreed between LG&E and KU Energy LLC ("LKE" or "you") and Towers Watson Delaware, Inc. ("Towers Watson", "we" or "us") whereby Towers Watson will provide Services (described below) to LKE. Please review this Scope of Work, and unless you have questions or concerns we need to address, indicate your acceptance by having an appropriate representative of LKE sign the Scope and return it to us.

Towers Watson and LKE agree that this Scope of Work shall be governed by the terms and conditions set forth in the Master Consulting Services Agreement dated December 7, 2007 ("the Master Agreement") between PPL Corporation and Towers Watson (then known as Towers Perrin) as if LKE is PPL Corporation. The terms and conditions of the Master Agreement are hereby incorporated by reference in the Scope of Work as if fully set forth herein. PPL Corporation is not party to this Scope of Work and reference to the Master Agreement herein does not cause LKE or any subsidiary of LKE to become party to any other scope of work under the Master Agreement. Capitalized items in this Scope of Work shall have the meanings ascribed to them in the Master Agreement. If any term in this Scope of Work document conflicts with a term of the Master Agreement, the term in this Scope of Work will supersede the term in the Master Agreement for the Services covered by this Scope of Work only. In addition, the Services covered by this Scope of Work constitute "Ad Hoc Consulting Services" for purposes of the 2013 Scope of Work for Actuarial Valuation Related Services for PPL Corporation Subsidiaries LG&E and KU Services Company ("LKS"), Louisville Gas and Electric Company ("LG&E"), Kentucky Utilities Company ("KU") and Western Kentucky Energy Corp. ("WKE") and shall be performed in accordance with such document.

**Signed by and on behalf of TOWERS
WATSON DELAWARE INC.**

**Accepted and agreed on behalf of
LG&E and KU ENERGY LLC**

By: 

By: 

Print Name: Royce S. Kosoff, FSA, EA, CFA

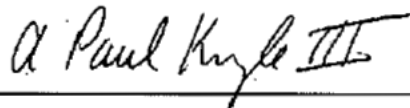
Print Name: Paula H. Pottinger, Ph D

Print Title: Senior Consulting Actuary

Print Title: Sr. Vice President, Human Resources

Date: October 22, 2013

Date: October 24, 2013

By: 

Print Name: A. Paul Kienzle, III

Print Title: Account Director

Date: October 22, 2013

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PPL Corporation – LG&E and KU Energy LLC
2014 Consulting Services
Scope of Work
January 1, 2014

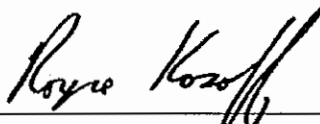
Project Name	2014 Consulting Services
Project Category	Retirement
Key Towers Watson Staff	Royce Kosoff, Jennifer Della Pietra , Kristin May (née Ausiello)
Fees for Project	<p>Estimated Time and Expense fees to be approximately [REDACTED] to [REDACTED]. See attached comprehensive fee schedule for additional details. Actual fees to be based on services needed, and will be detailed on billing exhibit.</p> <p>Fixed Fee for 2014 Core Valuation Services (as defined in March 28, 2013 valuation scope of work) will be [REDACTED] and will be invoiced in accordance with that document.</p>
Timing	January 2014 through January 2015
Services:	<ul style="list-style-type: none"> • Consulting services requested by LKE that are not covered under the 2013 Scope of Work for Actuarial Valuation Related Services for PPL Corporation Subsidiaries LG&E and KU Service Company ("LKS"), Louisville Gas and Electric Company ("LG&E"), Kentucky Utilities Company ("KU") and Western Kentucky Energy Corp. ("WKE") and shall be performed in accordance with such document • Please see attached comprehensive fee schedule for additional details regarding expected services and estimated fee ranges
Fees, Invoicing and Payment Terms:	<p>Charges will be invoiced on a Time and Expense basis or Fixed Fee as indicated above, and as defined in the March 28, 2013 valuation scope of work. All Services shall be approved by an authorized LKE representative.</p> <p>At the end of each month during which we perform Services for you, we will bill you for all charges accrued for the month, including any travel and vendor expenses. If you have any questions about any of our invoices, you must notify us within 30 days from the date of the invoice.</p> <p>Within 30 days following the end of each calendar month (or as soon as administratively feasible), Towers Watson shall submit an invoice to LKE that applies to this scope. Invoices shall be submitted with supporting documentation and in a form mutually agreed upon by LKE's representative. Not less than quarterly, representatives from LKE will meet with Towers Watson to review the invoices submitted for the previous three (3) month period, along with all supporting documentation. The review shall consist of comparison of Towers Watson's actual costs to budget and discussion of any other bill matters.</p> <p>Should LKE dispute any invoice for any reason, payment on such disputed amount shall be made within 30 days of the dispute resolution.</p> <p>Invoices are due upon receipt. Any charge or portion of a charge outstanding 60 days after the date of the invoice will be subject to a late charge, which you agree to pay, equal to the lesser of [REDACTED] or the maximum allowed by law for each month that payment remains outstanding, beginning from the date of the invoice.</p>
Agreement:	<p>This agreement documents the Scope of Work agreed between LG&E and KU Energy LLC ("LKE" or "you") and Towers Watson Delaware, Inc. ("Towers Watson", "we" or "us") whereby Towers Watson will provide Services (described below) to LKE. Please review this Scope of Work, and unless you have questions or concerns we need to address, indicate your acceptance by having an appropriate representative of LKE sign the Scope and return it to us.</p>

**PPL Corporation – LG&E and KU Energy LLC
2014 Consulting Services
Scope of Work
January 1, 2014**

Towers Watson and LKE agree that this Scope of Work shall be governed by the terms and conditions set forth in the Master Consulting Services Agreement dated December 7, 2007 ("the Master Agreement") between PPL Corporation and Towers Watson (then known as Towers Perrin) as if LKE is PPL Corporation. The terms and conditions of the Master Agreement are hereby incorporated by reference in the Scope of Work as if fully set forth herein. PPL Corporation is not party to this Scope of Work and reference to the Master Agreement herein does not cause LKE or any subsidiary of LKE to become party to any other scope of work under the Master Agreement. Capitalized items in this Scope of Work shall have the meanings ascribed to them in the Master Agreement. If any term in this Scope of Work document conflicts with a term of the Master Agreement, the term in this Scope of Work will supersede the term in the Master Agreement for the Services covered by this Scope of Work only. In addition, the Time and Expense Services covered by this Scope of Work constitute "Ad Hoc Consulting Services" for purposes of the 2013 Scope of Work for Actuarial Valuation Related Services for PPL Corporation Subsidiaries LG&E and KU Services Company ("LKS"), Louisville Gas and Electric Company ("LG&E"), Kentucky Utilities Company ("KU") and Western Kentucky Energy Corp. ("WKE") (the "2013 SOW") and shall be performed in accordance with the "2013 SOW". All consulting services performed under this Scope of Work shall be performed in accordance with sections 4, 5, 6, 7 and 8 of the "2013 SOW" which are hereby incorporated in this Scope of Work by reference.

**Signed by and on behalf of TOWERS
WATSON DELAWARE INC.**

**Accepted and agreed on behalf of
LG&E and KU ENERGY LLC**

By: 

By: 

Print Name: Royce S. Kosoff, FSA, EA, CFA

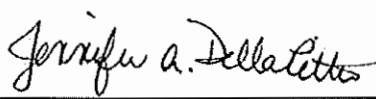
Print Name: PAULA POTTINGER

Print Title: Senior Consulting Actuary

Print Title: SVP - Human Resources

Date: January 1, 2014

Date: 12/19/13

By: 

Print Name: Jennifer A. Della Pietra, ASA, EA

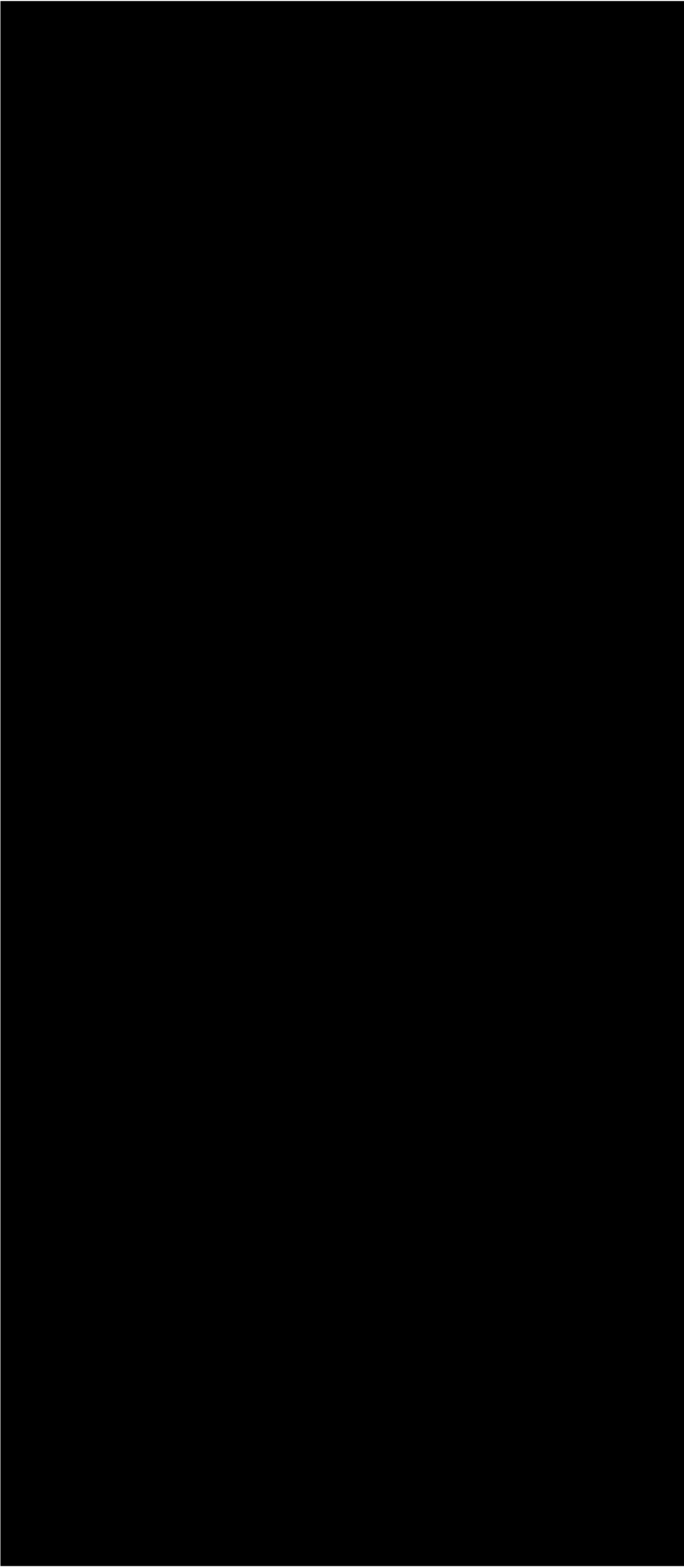
Print Title: Senior Consulting Actuary

Date: January 1, 2014

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Benefit Projects Schedule
Calendar Year 2014

CONFIDENTIAL INFORMATION REDACTED

	Estimated Fee Range		Comments
	High	Low	
Core Valuation Services Fixed Fee			
Qualified DB Plans			
Retiree Welfare Plan			
SERP's			
Qualified DC Plans			

CONFIDENTIAL INFORMATION REDACTED

Benefit Projects Schedule
Calendar Year 2014

	Estimated Fee Range		Comments
	High	Low	
General Consulting			
Other Projects			
Total Time and Expense Fees			
Total Fixed Fee			
Total			

MERCER

MMK MARSH MERCER KROLL
JULY CARPENTER OLIVER WYMAN

Henry A. Erk III, F.S.A.
Worldwide Partner

462 South Fourth Street, Suite 1100
Louisville, KY 40202
502 561 4710 Fax 502 561 4748
henry.erk@mercer.com
www.mercer.com

March 17, 2009

Mr. William Woodard
Manager, Corporate Purchasing
E.ON U.S.
220 West Main Street
Louisville, KY 40202

Private & Confidential

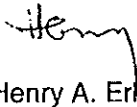
Subject: Master Consulting Services Agreement

Dear William:

Enclosed is the signed original version of the subject Agreement. As we discussed, the unstamped pages in Exhibit A are the pages on which I have fixed the dates.

Please let me know if you have any questions.

Sincerely,



Henry A. Erk III, F.S.A.
Worldwide Partner

Enclosure

The information contained in this document (including any attachments) is not intended by Mercer to be used, and it cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code that may be imposed on the taxpayer.

\\db\client\gk\master consulting agreement\cov ltr\letter.doc

Consulting. Outsourcing. Investments.

MASTER CONSULTING SERVICES AGREEMENT

effective as of **January 1, 2008**,

by and between

MERCER (US) INC.
a Delaware corporation ("Mercer"),

and

E.ON U.S. LLC,
"E.ON"

I. OVERVIEW.

This Master Consulting Services Agreement ("Agreement") sets forth the general terms and conditions under which MERCER, directly or through an Affiliate (as defined below), will provide services to E.ON related to various benefit plans, compensation programs and other human resources policies and programs (each, a "Plan," and collectively, the "Plans").

(a) **Services.** Services shall, in general and as described in more detail in a Statement of Work ("SOW") substantially in the form of Exhibit A attached hereto, consist of actuarial and consulting services to E.ON. Each SOW shall be a separate agreement between the parties executing the SOW and shall incorporate by reference, without any further reference in the applicable SOW, the terms and conditions of this Agreement, as amended and modified in the applicable SOW. In the event of a conflict between the terms and conditions of a SOW and those set forth in this Agreement, unless the applicable SOW specifically states that a provision supersedes the provisions in this Agreement, or unless otherwise specifically provided in this Agreement, the terms of this Agreement shall govern. Services shall not include outsourcing and/or benefit administration services, investment consulting and/or advisory services, investment management services, merger and acquisition related services, services related to the use, support or development of MERCER proprietary software, databases, information systems or other intellectual property, advice and counsel to trustees of E.ON Group-sponsored pension schemes or plans in countries where it is necessary to contract directly with the trustees or pension boards or other similar persons or entities to avoid conflicts of interest or as required by law. The parties understand and agree that such services shall be provided under a separate agreement that is specific to those particular services. With respect to health and benefits services and advice or counsel relating to executive remuneration, (a) the service specific terms set forth in Exhibit B attached hereto shall apply to the extent applicable to the services specified in a SOW and shall be deemed to be incorporated by reference into such SOW and (b) in the event of a conflict between the terms of this Agreement, including the applicable SOW, and those set forth in Exhibit B, the terms of Exhibit B shall govern.

(b) **Affiliates.** It is the intention of the parties that (a) the services provided under this Agreement may be provided by MERCER (or an Affiliate of MERCER) to E.ON and (b) each Affiliate of MERCER providing the services hereunder shall sign a separate SOW with E.ON, by

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bound by the terms and conditions of this Agreement and solely responsible for the services that it provides hereunder or under the SOW. For purposes of this Agreement, the term "MERCER" shall refer to MERCER, any of its Affiliates that has executed a SOW, or both, as the context requires. For purposes of this Agreement, an "Affiliate" means any entity controlling, controlled by or under common control with MERCER, where "control" is defined as the ownership of at least 50% of the equity or beneficial interests of such entity.

(c) **Term.** This Agreement shall become effective as of January 1, 2008 and continue until December 31, 2009. E.ON reserves the right to exercise two (2) optional years, to be taken in one year additions. E.ON makes no promise or guarantee as to the amount of work to be performed under this Agreement, nor does it convey an exclusive right to MERCER to perform services of the type or nature set forth in this Agreement.

2. FEES FOR SERVICES

MERCER will be entitled to payment of the fees for services and reimbursement for expenses incurred in providing services to E.ON, as set forth in the SOW in accordance with the following terms and conditions:

(a) **Timely Payment of Fees.** All fees payable by E.ON are due 30 days after the billing date. MERCER has no duty or responsibility to perform any of its services while any fee that is payable remains delinquent.

(b) **Changes in Fee Schedule.** MERCER and E.ON reserve the right to renegotiate fees in good faith if there are any material changes in the assumptions in the SOW.

(c) **Acknowledgement of Other Payments.** E.ON acknowledges that all of the commissions that MERCER receives from third parties in conjunction with products and services on behalf of E.ON shall be credited to E.ON's account in determining the fees charged under this Agreement.

(d) **Change Request.** E.ON may, from time to time during the term of this Agreement, request additional services that are not included at that time in the SOW. Upon receipt of each such request from E.ON (a "Change Request"), MERCER will provide E.ON with a proposal describing the additional services and fees. If such proposal is accepted by E.ON, the additional services and fees will be added to the SOW.

(e) **Cost of Correction of Services, Statements and Reports.** MERCER may assess an additional fee, to repeat any portion of its services or to correct its reports where such repetition or correction is due to incorrect or incomplete information MERCER has received from E.ON. MERCER will obtain the consent of E.ON before making any such corrections. If MERCER's reports require correction as a result of an error or omission made by MERCER, MERCER will issue corrected reports at its own expense.

(f) **Taxes.** E.ON will be responsible for any applicable sales, VAT or use taxes (hereinafter, "tax" or "taxes") that E.ON is required to pay by law and that are attributable to periods during this Agreement based upon or measured by MERCER's fees for performing or

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furnishing the Services, excluding any tax customarily assessed upon the party performing the service including but not limited to tax on income. To the extent Consultant is required to collect such taxes under applicable law, MERCER will separately state the amount of tax due on its invoices to E.ON.

(g) **Invoice for Payment of Fees.** Within 15 days following the end of each calendar month, MERCER shall submit an invoice to E.ON that complies with this Section 2. All invoices shall be submitted with supporting documentation and in mutually agreed form to E.ON's representative. Not less than quarterly, representatives from E.ON will meet with MERCER to review the invoices submitted for the previous three (3) month period, along with all supporting documentation. The review shall consist of comparison of MERCER's actual costs to budget, time reported by MERCER personnel and discussion of any other billing matters.

Should E.ON dispute any invoice for any reason, payment on such disputed amount shall be made within 30 days of the dispute resolution. All invoices shall be submitted to:

E.ON U.S. Services, Inc.
220 West Main Street
Louisville, KY 40202
Ms. Jeanne Wright and/or Ms. Martha Jessee

3. INDEMNIFICATION; LIMITATION ON LIABILITY

(a) **E.ON Indemnity.** E.ON will hold MERCER harmless and indemnify MERCER from any loss, damage, liability, claim, cost or expense, including reasonable legal fees, which MERCER may incur by reason of this Agreement, as long as such loss is not a result of MERCER's negligence, willful misconduct or breach of this Agreement.

(b) **MERCER Indemnity.** MERCER agrees to indemnify and hold harmless E.ON from and against all damages, claims, liabilities, costs and expenses, including reasonable legal fees, to the extent arising out of or resulting from (i) the negligence or willful misconduct of MERCER in the performance of its obligations under this Agreement or (ii) the breach by MERCER of any of its covenants, representations or warranties under this Agreement; provided, however, MERCER shall have no responsibility for any such losses to the extent they are attributable to the negligence or willful misconduct of E.ON.

(c) **Limitation of Liability.** The aggregate amount of any liability of MERCER, its officers, directors, agents, subsidiaries, affiliates, partners and contractors to E.ON, and to any other third party, for one or more claims arising from or relating to any deficiencies with respect to this Agreement, shall not exceed, in the aggregate, three times the amount to be paid to MERCER hereunder for the performance of the services under the SOW.

(d) **Indirect & Punitive Damages.** In no event shall either party be liable to the other party for lost profits, interest income or revenues or for indirect, consequential or punitive damages arising out of or in connection with this Agreement or the subject matter hereof (including, without limitation, any service or work product rendered or produced hereunder or the non-performance or breach of this Agreement), regardless of the form of action (including

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without limitation breach of warranty, breach of contract, tort (including negligence), strict liability or statutory), and whether or not the other party has been informed of or might otherwise have anticipated the possibility of such damages.

(c) **Obligation to Mitigate Damages.** Each of MERCER and E.ON will use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the services.

(f) **Allocation of Risk.** Each of MERCER and E.ON acknowledges that the fees for the services to be provided hereunder reflect the allocation of risk set forth in this Section 3.

(g) **Reliance on Accuracy of Information.** MERCER may rely on the accuracy of all information that is received from E.ON, provided that MERCER has taken customary steps to ensure the reasonableness of the data through performance of data checks. MERCER does not accept responsibility for errors in its services or reports that result from erroneous information so received.

(h) **Survival.** This Section 3 will survive termination of this Agreement.

4. OTHER GENERAL TERMS AND CONDITIONS

(a) **Entire Understanding.** This Agreement in combination with the applicable SOW executed by the parties and the exhibits attached hereto, including the E.ON U.S. Code of Business Conduct attached as Exhibit C, is the final, complete and full understand between MERCER and E.ON and supersedes all signed and unsigned contracts, agreements, understandings and negotiations between MERCER and E.ON with respect to the subject matter hereof.

(b) **Amendments.** This Agreement may not be amended except as MERCER and E.ON both agree in writing.

(c) **Direction by E.ON.** In performing services with respect to any Plan under this Agreement, MERCER shall perform its duties in accordance with the terms of such Plan and ERISA. MERCER is acting at the direction of E.ON or other named fiduciary of the Plan. E.ON agrees to provide direction in a manner reasonably requested by MERCER and any such direction will be effective, whether provided verbally, electronically or in writing by a person authorized to act on behalf of E.ON or other named fiduciary.

(d) **Non-Fiduciary Status under ERISA.** E.ON expressly acknowledges that, with respect to the services provided in this Agreement, neither MERCER nor any of its affiliates is the "Administrator" as defined in Section 3(16)(A) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, or under any applicable law. MERCER has no discretionary authority or discretionary responsibility in the administration of the Plans.

(e) **Legal Counsel.** E.ON agrees that it will review with its legal counsel all legal documents and forms provided or prepared by MERCER, and that E.ON will consult its legal counsel with respect to any questions concerning its responsibilities under this Agreement, the

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Plans, and concerning the legal sufficiency of any documents so provided. E.ON understands that MERCER has not given, and cannot give, legal advice to E.ON.

(f) **Plan Document and Qualified Plan Status.** E.ON is responsible for maintaining the tax-qualified status of each Plan and trust under Code sections 401 and 501 (as applicable) and MERCER will have no responsibility for Plan disqualification resulting from operation of a Plan in accordance with its terms or the direction of E.ON. Upon request by MERCER (and as applicable), E.ON will provide MERCER with a copy of a current favorable Internal Revenue Service determination letter for each Plan, and E.ON agrees to deliver to MERCER a copy of any subsequent determination letters, including, without limitation, a notice of Plan disqualification. In the event of any plan document, operational or demographic failure that adversely affects the qualification of a Plan, E.ON acknowledges that it is responsible for determining the appropriate steps needed to correct the defect, if any.

(g) **Right of Audit.** MERCER shall maintain complete records relating to the work billed under this Agreement, as provided in Section 2(g) of this agreement, for five years following the payment by E.ON for such work. All such records shall be open to inspection and subject to audit and reproduction during normal working hours by E.ON or its authorized representatives to the extent necessary to adequately permit evaluation and verification of performance of or delivery of work under this Agreement, as provided in Section 2(g) of this Agreement. E.ON or its authorized representative, reasonably acceptable to MERCER, shall have reasonable access, during normal working hours, to all MERCER facilities where applicable books of records are maintained and shall be provided adequate and appropriate work space to conduct audits in compliance with the provisions of this Article. E.ON shall give MERCER reasonable advance notice of intended audits. Any audit, inspection or examination must (i) be at E.ON's sole expense, (ii) not unreasonably interfere with the business operations of MERCER, (iii) be limited to once in any twelve month period, (iv) be limited to books, records and personnel of MERCER directly relating to the services performed under this Agreement and (v) be subject to the execution of a confidentiality agreement satisfactory to MERCER. MERCER shall have the right to exclude from such audit, inspection or examination any of its other clients' confidential or proprietary information. The rights of E.ON set forth in this paragraph shall survive the termination or expiration of this Agreement.

(h) **Insurance.**

(1) MERCER shall provide and maintain, and shall require any subcontractor to provide and maintain the insurance coverage below (and, except with regard to Workers' Compensation, include E.ON as additional insured with respect to E.ON vicarious liability arising from MERCER's provision of services pursuant to this agreement and waiving rights of subrogation against E.ON and E.ON's insurance carrier(s)), and shall submit evidence of such coverage to E.ON upon request:

(i) Workers' Compensation and Employer's Liability Policy, which shall include (A) Workers' Compensation (Coverage A), with statutory limits, and in accordance with the laws of the state where the services is performed; (B) Employer's Liability (Coverage B) with limits of One Million Dollars (\$1,000,000) Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, per occurrence;

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(ii) Commercial General Liability Policy, which shall have limits of One Million Dollars (\$1,000,000) each occurrence; Two Million Dollars (\$2,000,000) Aggregate;

(iii) Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death, and property damage combined single limit of One Million Dollars (\$1,000,000) each occurrence with respect to MERCER's vehicles assigned to or used in performance of services under this Agreement.

(iv) Umbrella/Excess Liability Insurance with limits of Two Million Dollars (\$2,000,000) per occurrence; Two Million Dollars (\$2,000,000) aggregate, to apply to employer's liability, commercial general liability, and automobile liability.

(v) Mercer shall maintain professional liability coverage, which shall have limits of One Million Dollars (\$1,000,000) each claim.

(2) The above policies to be provided by MERCER shall be written by insurance companies which are both licensed to do business in the state where the services will be performed and having an AM Best rating of not less than A- VII. MERCER shall not to cancel such policies except with thirty (30) days written notice to E.ON from MERCER. Evidence of coverage or notification of cancellation shall be mailed to: Attn: Manager, Supply Chain, E.ON U.S. Services, Inc & Affiliates, P.O. Box 32020, Louisville, KY 40232.

(3) E.ON reserves the right to request and receive a certificate of insurance evidencing the above required policies and applicable endorsements; however, E.ON shall not be obligated to review any of MERCER's certificates of insurance or applicable endorsements, or to advise MERCER of any deficiencies in such documents. Any receipt of such documents or their review by E.ON shall not relieve MERCER from or be deemed a waiver of E.ON's rights to insist on strict fulfillment of MERCER's obligations under this Agreement.

(4) MERCER shall endeavor to provide notice of any accidents or claims relating to the services to E.ON's Manager, Risk Management at E.ON U.S. Services, Inc & Affiliates, P.O. Box 32030, Louisville, KY 40232 and E.ON's site authorized representative with respect to the Commercial General Liability and Automobile Liability coverages.

(i) **Force Majeure.** Each party shall be excused from the performance of its obligations under this Agreement, except its obligation to pay or refund any sum due hereunder or to make an indemnification payment required hereunder, and any delay or failure in performance by such party shall not be grounds for termination of this Agreement or give rise to any liability for damages, to the extent that such party is prevented from performing due to causes that are beyond its reasonable control, including, acts of God, acts of any government or regulatory body (whether civil or military, domestic or foreign), fires, explosions, floods, earthquakes or other natural or man-made disasters, epidemics, sabotage, wars, riots, civil disturbances, loss of electrical or other power or telecommunications equipment, or line failures (each a "Force Majeure Event"), but excluding the same if provided for in the business

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resumption plan. Each party agrees to use commercially reasonable and diligent and determined efforts to minimize the length and effects of delays that occur due to the occurrence of a Force Majeure Event. Each party agrees to provide prompt notice to the other party to the extent such party is relying or expects to rely on the provision of this subsection to excuse its delay or failure to perform. If, as a result of a Force Majeure Event, MERCER is unable to resume its performance of its obligations within 30 days from the Force Majeure Event, E.ON may terminate this Agreement upon providing written notice to MERCER.

(j) **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement (in whole or in part) without the express written consent of the other party.

(k) **Severability.** The provisions of this Agreement are severable and the unenforceability of any provision of this Agreement shall not affect the enforceability of this Agreement or any other provision hereof. In addition, in the event that any provision of this Agreement (or portion thereof) is determined by a court to be unenforceable as drafted, the parties acknowledge that it is their intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

(l) **Ownership of Intellectual Property.** Upon full payment, E.ON shall own and retain all right, title and interest in and to all deliverables that are developed specifically and exclusive by MERCER for E.ON in the performance of the services (collectively the "Work Product"). Notwithstanding anything to the contrary in this Agreement, MERCER retains all patent, copyright and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience (collectively, "MERCER's Tools") owned or possessed by MERCER before the commencement of, or acquired by MERCER during or after, the performance of the services, and MERCER shall not be restricted in any way with respect thereto. To the extent that any of MERCER's Tools are embodied in any Work Product, MERCER hereby grants to the E.ON an irrevocable, non-exclusive, non-transferable, royalty free licenses to use MERCER's Tools for its internal use, but solely in connection with and to the extent necessary for use of the Work Product as contemplated by this Agreement or the applicable SOW. Unless MERCER provides its prior written consent, the E.ON shall not use, or disclose to any third party, MERCER's advice or Work Product other than as mutually contemplated by the parties when MERCER first was retained to provide such advice or Work Product or as required by law.

(m) **No Solicitation of Employees.** Neither party will recruit or solicit the other's personnel or employees that have become known to such party as a result of the services performed hereunder until the earlier of one year after (1) the termination of this Agreement and (2) such person no longer being employed by the other party. Neither party shall be prohibited from hiring any employee of the other party (i) who contacts such party on his or her own initiative without any direct or indirect solicitation on the part of such party, or (ii) where such hiring opportunity was publicly advertised or was part of a job fair to which the public was invited. The provisions of this Section 10(l) will survive the termination of this Agreement.

(n) **Alternative Dispute Resolution.**

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(1) If a dispute arises between the parties to this Agreement, they shall in good faith attempt to resolve the dispute promptly by negotiations between representatives of the parties who have authority to settle the dispute. If the dispute is not resolved within 30 days of the first meeting between the parties' representatives, or if the representatives are unable to agree upon a meeting within 30 days after one party has notified the other party in writing of the existence of a dispute, the parties shall in good faith attempt to resolve the dispute by non-binding mediation.

(2) The parties may mutually agree upon a neutral mediator, the location of the mediation and the attendant procedures of the mediation. If (i) the parties are unable to agree upon the foregoing within 30 days after one party has notified the other party in writing of its desire to use mediation, (ii) the mediation has not commenced within 30 days after such agreements have been reached and the parties are unwilling to agree to continue mediation, or (iii) the dispute is not resolved within 30 days from the commencement of the mediation, either party may commence litigation upon providing a minimum of 10 days written notice to the other party. All deadlines set forth above may be extended by the mutual agreement of the parties.

(3) All communications and discussions shall be treated as confidential settlement negotiations, which are not subject to disclosure under all applicable laws.

(o) **Third-Party Beneficiary Rights.** No third party is intended to be, or shall be deemed or permitted to be, a beneficiary of any provision of this Agreement.

(p) **Internet Access.** This provision applies to any services which are being provided to E.ON via the Internet or which E.ON may access via the Internet. Data transmitted through the Internet is encrypted for E.ON's protection. However, the security of transmissions over the Internet can never be guaranteed. MERCER is not responsible for E.ON's access to the Internet, for any interception or interruption of any communications through the Internet, or for changes to or losses of data, except in the case of MERCER's negligence. In order to protect E.ON and E.ON's data, MERCER may suspend E.ON's use of the services under this Agreement via the Internet immediately, without notice, pending an investigation, if any breach of security is suspected. MERCER shall promptly notify E.ON of such suspension and the reasons therefore. E.ON shall adhere to the reasonable security procedures prescribed from time to time by MERCER in connection with the use or access of the Services.

(q) **Data Protection:**

(1) If the scope of work under this Agreement requires the use by or transmittal of sensitive E.ON data to the MERCER, the MERCER shall take all necessary steps to ensure the protection of this data both during the transmission of this data, as well as during storage (while "at rest") while in the MERCER's or its agents' possession, against any unauthorized access. Sensitive data includes, but is not limited to, E.ON customer nonpublic personal information or personally identifiable information; E.ON employee or contractor health / benefit information (including that whose handling is governed under HIPAA regulations); E.ON employee pension or 401(k) information; confidential financial information, such as that data related to E.ON's financial reporting or documentation; or other data as governed by federal, state, or local legislation.

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Protection of sensitive data during transmission shall include the encryption of data sent over a public data network connection, including to third-parties, using a secure, encrypted communications method as approved by the E.ON IT Security Department.

(2) MERCER agrees to notify E.ON promptly upon learning of Security Incidents involving E.ON information. Security Incidents are defined as (1) the actual unauthorized access to or use of E.ON information, or (2) the unauthorized disclosure, loss, theft or manipulation of E.ON unencrypted information that has the potential to cause harm to E.ON systems, employees, information or the E.ON brand name (i.e., potential breach).

Notification shall take the form of a phone call to the designated E.ON Account Contact(s) and shall include at a minimum, (a) problem statement or description, (2) expected resolution time (if known), and (c) the name and phone number of the MERCER representative that E.ON may contact to obtain updates.

MERCER agrees to keep E.ON informed of progress and actions taken to resolve the incident. Unless such disclosure is mandated by law, E.ON in its sole discretion will determine whether to provide explicit notification to E.ON's customers or employees concerning incidents involving E.ON information. MERCER reserves the right, in its sole discretion, to notify pertinent government law enforcement authorities of such incidents.

(3) MERCER shall be responsible for the costs associated with responding to and mitigating any such breach of data in its or its agents' possession, including but not limited to costs associated with investigation and identification of the nature and scope of such breach; notification of individuals whose privacy is potentially impacted; and, providing credit-monitoring or similar services to those individuals whose privacy is potentially impacted through the unauthorized disclosure of such data. Notwithstanding anything else to the contrary within this Agreement, the requirement to notify individuals or provide credit monitoring or other similar services applies only to the loss of data or information which was not in an encrypted state at the time of the event, and only in those jurisdictions which have clear statutes for such notification (e.g., United States and Canada).

(4) Upon termination of the MERCER's scope of work under this agreement, the MERCER shall properly and securely destroy all copies of E.ON sensitive data in its possession. Measures for securely destroying this data include but may not be limited to: physical destruction (shredding / pulverizing) of CD/DVD/diskette media, degaussing of magnetic media (e.g., computer hard-drives), running secure erase / over-writing software on media containing such sensitive data (e.g., flash / USB drives or computer hard-drives), or incineration of media as detailed in the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization (NIST Special Publication 800-88). Notwithstanding any other Data Retention, Destruction or Return provisions elsewhere in this Agreement, MERCER may, in accordance with legal, disaster recovery and records retention requirements, store copies of E.ON data in an archival format (e.g. tape backups), which may not be returned or destroyed upon request by E.ON. Such archival copies are subject to confidentiality obligations as may be set forth in this Agreement.

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(5) MERCER and its agents shall not store any sensitive data in an unencrypted state on laptops or other mobile computing equipment, including but not limited to portable storage media such as USB drives, external hard-drives, CD/DVD/diskette media, etc., without specific written authorization by E.ON.

(r) **Termination for Convenience.** Either party may terminate this Agreement or one or more SOW in whole or in part for its own convenience by thirty (30) days' prior written notice at any time to the other party. In such event, E.ON shall pay MERCER all services performed and reimbursable expenses incurred in accordance with the terms of this Agreement or the applicable SOW incurred on the services that is subject to such termination on and including the effective date of termination. If this Agreement has been so terminated, the termination will not affect any rights, remedies, or defenses of either party then existing or which may thereafter accrue.

(s) **Confidential Information; Data.**

(1) Each party to this Agreement (the "Disclosing Party") is likely to disclose information to the other party from time to time in the course of the provision of the services contemplated by this Agreement. The party receiving the information (the "Receiving Party") will not divulge or communicate it to any person other than in connection with the provision of the Services or as otherwise provided for in this Agreement. This restriction does not apply to information which (a) the Receiving Party must by law or legal process disclose, (b) is either already in the public domain or enters the public domain through no fault of the Receiving Party, (c) is available to the Receiving Party from a third party who, to the Receiving Party's knowledge, is not under any non-disclosure obligation to the Disclosing Party, or (d) is independently developed by the Receiving Party without reference to any confidential information of the Disclosing Party.

(2) E.ON agrees that MERCER will be entitled to disclose information relating to the Services or E.ON to regulators and otherwise as required by law. E.ON also agrees that, notwithstanding any other provision hereof, MERCER may disclose the identities of those persons identified by E.ON as contact persons for E.ON and its Affiliates and information about the terms of this Agreement, the Services and the Fees to any Affiliates of MERCER anywhere in the world.

(3) E.ON hereby grants MERCER a perpetual, non-exclusive, royalty-free license to copy, modify and use any information and data supplied by or on behalf of E.ON for the purpose of creating analytical trend data (in anonymous, but otherwise in whatever form) both for internal use by MERCER and in the course of provision of services to its clients ("Trend Data"). E.ON hereby instructs MERCER to anonymise on its behalf information and data supplied by or on behalf of E.ON as necessary to ensure that any Personal Information is removed from and that E.ON is not identified in Trend Data. MERCER shall own all copyright and other intellectual property rights in Trend Data. E.ON also agrees that MERCER may use data and other information provided by E.ON and MERCER's other clients to build databases and intellectual capital for use by

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MERCER staff for the benefit of all clients by improving the quality of MERCER advice, but MERCER will not disclose such data or information to any third party in a manner which allows particular clients or individuals to be identified.

(4) All obligations to protect the confidentiality of any confidential information shall survive for a period of five years from the date of termination of this Agreement or for such longer period as is required by law.

(t) **Notices.** All notices will be provided to MERCER and E.ON at the following addresses:

Notice to MERCER:	Notice to E.ON:
Mr. Henry Erk Mercer (US) Inc. 462 South Fourth Street, Suite 1100 Louisville, KY 40202	Mr. Ken Mudd Director -- Corporate HR E.ON U.S. 220 West Main Street Louisville, KY 40202

(u) **Publicity.** E.ON and MERCER agree not to refer to other or attribute any information to the other in the press, for advertising or promotional purposes, or for the purpose of informing or influencing any other party, including the investment community, without the other's prior written consent.

(v) **Governing Law.** This Agreement is to be construed and enforced under the laws of the State of New York.

(w) **Provision of Information and Assistance.** E.ON will provide all necessary cooperation to enable MERCER to provide the Services. E.ON agrees that MERCER shall use all information and data supplied by or on behalf of E.ON without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to MERCER at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, or if adequate access to employees of E.ON and other individuals (including third parties such as E.ON's other advisers) is not provided to MERCER, then MERCER will not be responsible for any delays or liability arising therefrom, and will be entitled to charge E.ON in respect of any resulting additional work actually carried out.

(x) **Third Party Disputes.** If MERCER becomes involved (whether or not as a party) with a dispute between E.ON and a third party, or is requested to preserve documents (including electronic records), relating to the Services or this Agreement, E.ON will pay MERCER, at MERCER's then current standard rates, for all MERCER time spent, and will reimburse all reasonable expenses incurred by MERCER, in connection with such dispute or document preservation request; provided that, the foregoing shall not apply in the event such dispute is finally determined to have resulted primarily from the negligence or willful misconduct of MERCER.

ORIGINAL

(y) **Survival.** The terms of this Agreement which by their nature and for any reason are intended to survive and extend beyond the termination, cancellation or expiration of this Agreement, shall remain in effect and be binding upon the parties beyond such time.

* * *

IN WITNESS WHEREOF, MERCER and E.ON have caused this Agreement to be signed by their officers, thereunto duly authorized, as of the day and year above written.

E.ON U.S. LLC

By: Allen K. [Signature]

Title: Manager, Corporate Purchasing

Date: 3-9-2009

MERCER (US) INC.

By: Henry A. [Signature]

Title: Worldwide Partner

Date: 3/17/2009

ORIGINAL

EXHIBIT A
Form of Statement of Work



STATEMENT OF WORK
CONSULTING SERVICES FOR E.ON U.S.

This Statement of Work (SOW) describes the consulting services that MERCER expects to provide to E.ON during 2008 and 2009. For each area of services, the SOW provides a maximum fee for the described services. Actual fees may be less than the maximum fee, depending on the scope of consulting services actually provided.

Additional services and fees can be added to the SOW as provided in Section 2(d) of the Consulting Services Agreement.

QUALIFIED DEFINED BENEFIT PLANS

Consulting services will be provided with respect to the following plans:

- E.ON U.S. LLC Retirement Plan
- Louisville Gas and Electric Bargaining Employees' Retirement Plan
- Western Kentucky Energy Corp. Bargaining Employees' Retirement Plan

The expected consulting services and fees are as follows:

Consulting Service	2008	2009
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	
[REDACTED]	X	X
[REDACTED]		X
[REDACTED]		X

CONFIDENTIAL INFORMATION REDACTED

QUALIFIED DEFINED CONTRIBUTION PLANS

Consulting services will be provided with respect to the following plans:

- E.ON U.S. LLC Savings Plan
- Louisville Gas and Electric Bargaining Employees' Savings Plan
- Western Kentucky Energy Corp. Bargaining Employees' Savings Plan

The expected consulting services and fees are as follows:

Consulting Service	2008	2009
1. Provide miscellaneous consulting services on routine matters	X	X
[REDACTED]	X	X
Maximum fee for above services	[REDACTED]	[REDACTED]

CONFIDENTIAL INFORMATION REDACTED

SUPPLEMENTAL EXECUTIVE RETIREMENT PLANS

Consulting services will be provided with respect to the following plans:

- LG&E Energy LLC Supplemental Executive Retirement Plan
- E.ON LLC and Louisville Gas and Electric Company Non-Officer Senior Management Pension Restoration Plan
- Louisville Gas and Electric Company and LG&E Energy LLC Supplemental Executive Retirement Plan for Roger W. Hale

The expected consulting services and fees are as follows:

Consulting Service	2008	2009
1. Update and maintain historical participant data required to prepare actuarial valuations.	X	X
2. Prepare FAS 87 accounting valuations	X	X
3. Prepare IAS 19 accounting valuations, projections and disclosure information	X	X
4. Prepare FAS 158 accounting disclosure information.	X	X
5. Prepare 3-year ERISA funding and FAS 87 accounting cost projections.	X	X
6. Consult on 409A compliance	X	X
7. Provide miscellaneous consulting services on routine matters	X	X
Maximum fee for above services	[REDACTED]	

CONFIDENTIAL INFORMATION REDACTED

HEALTH AND WELFARE PLANS

Consulting services will be provided with respect to the following plans:

- a) E.ON U.S. Active Employee Medical Plan (including vision coverage)
- b) E.ON U.S. Pre-65 Retiree Medical Coverage (including vision coverage)
- c) E.ON U.S. Post-65 Retiree Medical Coverage
- d) Pre-2000 Kentucky Utilities Retiree Medical Plans (including vision coverage)
- e) E.ON U.S. Active Employee Dental Plan
- f) E.ON U.S. Active and Retiree Life Insurance
- g) E.ON U.S. Long Term Disability Plan
- h) E.ON U.S. Sick leave and short-term disability coverages
- i) E.ON U.S. Long-term care program

The expected consulting services and fees are as follows:

Consulting Service	2008	2009
[REDACTED]	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X

CONFIDENTIAL INFORMATION REDACTED

Consulting Service	2008	2009
[REDACTED]	X	
	X	X
	X	X
	X	X
	X	X
	X	X
	X	
	X	X
	X	X
	X	X
		X
		X
	Maximum net fee for above services	

* Above net fee assumes that MERCER receives [REDACTED] in commissions in 2008 related to the applicable benefit plans. The maximum net fee will be reduced by any commissions in excess of [REDACTED] received by MERCER and increased by any shortfall in commissions below [REDACTED] received by MERCER.

CONFIDENTIAL INFORMATION REDACTED

OTHER PROGRAMS AND POLICIES

The expected consulting services and fees are as follows:

Consulting Service	2008	2009
[REDACTED]	X	
[REDACTED]	X	
[REDACTED]		X
Maximum fee for above services	[REDACTED]	

CONFIDENTIAL INFORMATION REDACTED

EXHIBIT B

TERMS GOVERNING

HEALTH & BENEFITS SERVICES

1. MERCER does not act on behalf of any insurer or other service provider, is not bound to utilize any particular insurer or service provider, and does not have the authority to make binding commitments on behalf of any insurer or service provider. In addition, MERCER does not guarantee or make any representation or warranty that coverage or service can be placed on terms acceptable to E.ON. MERCER is not responsible for the solvency or ability to pay claims of any insurance carrier or for the solvency or ability of any service provider to provide service. Insurance carriers or service providers with which E.ON's other risk or insurance coverage or other business is placed will be deemed acceptable to E.ON, in the absence of contrary instructions from E.ON.
2. E.ON understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to MERCER, an insurer, or other service provider, whether intentional or by error, could result in impairment or voiding of coverage or service. E.ON agrees to review all policies, endorsements and program agreements delivered to E.ON by MERCER and will advise MERCER of anything which is believed not in accordance with the negotiated coverage and terms within thirty (30) days following receipt.
3. Title V of the Gramm-Leach-Bliley Act and related state laws and regulations establish limitations on the use and distribution of non-public information collected by financial institutions from their customers and consumers. MERCER's insurance-related work qualifies MERCER as a financial institution under this Act. MERCER's Privacy Policy Notice is available at www.mercer.com/transparency. At this web address, E.ON will also find information regarding Marsh & McLennan Companies, Inc. and its subsidiaries' equity interests in certain insurers and contractual arrangements with certain insurers and wholesale brokers.

EXHIBIT B (continued)

**TERMS GOVERNING
FOR EXECUTIVE REMUNERATION SERVICES -
(OTHER THAN COMMITTEE ENGAGEMENTS)**

1. MERCER has adopted Global Business Standards for executive remuneration assignments, a copy of which is attached hereto as Attachment 1 to this Exhibit B. To the extent that the scope of the executive remuneration Services provided by us encompasses matters under the direct responsibility of E.ON's board of directors or a committee of the board of directors, then any findings or recommendations can be attributed to MERCER by E.ON only if a MERCER consultant attends the presentation of the recommendations to the board of directors or committee thereof and is available to respond to questions.
2. To the extent E.ON is required by applicable law to disclose any information in a governmental or regulatory filing about MERCER relating to MERCER's provision of advice and counsel regarding executive remuneration matters, including in order to satisfy any legal requirements to disclose MERCER's identity, the particulars of the mandate for which MERCER has been retained, or any other work that MERCER performed for E.ON, E.ON agrees that MERCER's identification and any description of MERCER's mandate or MERCER's work for E.ON will be subject to MERCER's prior review and E.ON shall ensure that MERCER's reasonably requested modifications are made to such identification and/or description.
3. E.ON will indemnify MERCER and its Affiliates and their directors, officers, stockholders and employees (collectively, "Indemnified Persons") from and against all Losses and to pay MERCER's standard rates for professional time spent (including for preparing, defending or giving testimony or furnishing documents) in connection with actual or threatened actions, proceedings or investigations by any party other than E.ON, whether or not MERCER is a party, relating to the Services or any matter relating to the Services. However, E.ON will not be liable under this indemnity to an Indemnified Person to the extent any Losses sustained by such Indemnified Person are finally determined to have resulted primarily from the negligence or conduct in bad faith of such Indemnified Person.

EXHIBIT C

Contractor Code of Business Conduct

This E.ON U.S. Contractor Code of Business Conduct ("Code") is incorporated by reference into the General Service Agreement or other agreement between you as the contractor ("Contractor") and E.ON U.S. LLC and/or one of its affiliates Kentucky Utilities Company, Louisville Gas and Electric Company, Western Kentucky Energy Corp., LG&E Energy Marketing Inc., and E.ON U.S. Services Inc. (collectively the "Company"). This Code sets minimum standards for Contractor's conduct in the areas addressed. Contracts between Company and Contractor may provide for standards exceeding the standards of this code.

Observance of Laws

Contractor shall fully comply with the provisions of all federal, state and local laws, regulations and ordinances applicable to its activities performed for the Company or any goods or services provided to or on behalf of the Company, including without limitation, all applicable laws, regulations and ordinances pertaining to occupational health and safety and environmental protection.

Bribes and Kickbacks

Contractor may not under any circumstances accept or pay bribes, kickbacks or other similar compensation or consideration in any way relating to the Company or any activity for or on behalf of the Company.

Dishonest and Fraudulent Activity

Contractor shall not engage in or allow its employees to engage in dishonest acts or fraudulent activity in connection with or in association with the Company's business. For purposes of this policy, the definition of a dishonest act or fraudulent activity includes but is not limited to:

1. An intentional or deliberate act to deprive the Company or any person of something of value, or to gain an unfair benefit using deception, false suggestions, suppression of truth, or other unfair means which are believed and relied upon.
2. A dishonest act or fraudulent activity may be, but is not limited to, an intentional act or activity that is unethical, improper, or illegal such as:
 - a. Embezzlement;
 - b. Misappropriation, misapplication, destruction, removal, or concealment of property;
 - c. Alteration or falsification of paper or electronic documents, including the inappropriate destruction of paper or electronic documents;
 - d. False claims and/or misrepresentation of facts;
 - e. Theft of an asset, including, but not limited to, money, tangible property, trade secrets or intellectual property;

Harassment

Contractor shall not permit sexual advances, actions, comments, or any other conduct that creates an intimidating or otherwise offensive work environment on Company property or any site where Contractor is performing activity for or on behalf of Company. Further, Contractor shall not permit the use of racial and religious slurs, or any other conduct that breeds an offensive work environment, on Company property or any site where Contractor is performing activity for or on behalf of Company.

Drugs and Alcohol

Contractor shall not allow any employee to perform services for or on behalf of Company while under the influence of drugs or alcohol. Contractor shall maintain a drug and alcohol testing program meeting all applicable federal, state and local laws, regulations and ordinances and meeting or exceeding any and all standards stated in any contract with Company or any document incorporated in such a contract.

Misuse of Company Assets

No funds or assets of the Company may be used or paid for any unlawful or improper purpose. A Contractor's employees shall not have access to any Company computers unless the contract between such Contractor and the Company expressly provides for such access in writing.

Reporting of Violations

In the event Contractor learns of any violation of this Code, Contractor shall immediately report such violation to Company's Director, Compliance and Ethics at (502) 627-2648.

**CONTRACT NO. 10661
AMENDMENT NO. 5**

THIS AMENDMENT IS entered into, effective as of November 26, 2013, by and between LG&E and KU Services Company, (hereinafter referred to as "LG&E and KU"), whose address is: 220 West Main Street, Louisville, Kentucky 40202 and Mercer US, Inc, (herein referred to as "MERCER"), whose address is: 400 West Market Street, Suite 700, Louisville, Kentucky 40202. In consideration of the agreements herein contained, the parties hereto agree as follows:

1.0 AMENDMENTS

1.1 Article 1c, shall be amended in its entirety to read as follows:

This Agreement shall become effective January 1, 2008 and continue until December 31, 2014. Company makes no promise or guarantee as to the amount of work to be performed under this Agreement nor does it convey an exclusive right to Mercer to perform services of the type or nature set forth in this Agreement.

1.2 Exhibit A is amended to include 2014 pricing as per the revised attachment to this amendment.

1.3 Item 3 of Exhibit B --no change from Amendment No. 3.

1.4 Exhibit B --no change from Amendment No. 3.

2.0 STATUS OF CONTRACT

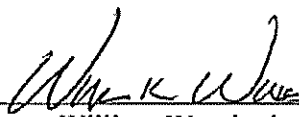
This contract shall remain effective as is amended through December 31, 2014.

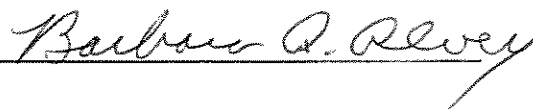
ALL ELSE REMAINS AS WRITTEN.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year below written, but effective as of the day and year first set forth above.

LG&E AND KU SERVICES COMPANY

MERCER US, INC.

By 
William Woodard

By 

Title Manager Supply Chain

Title Partner

Date 12-19-2013

Date 12-20-2013

CONFIDENTIAL INFORMATION REDACTED

Exhibit A

Statement of Work ("SOW")

The objective of this Statement of Work ("SOW") is to confirm the scope of MERCER's work and the compensation for this project. This SOW is subject to the terms and conditions contained in the Master Consulting Services Agreement dated effective January 1, 2008 and all subsequent amendments. All capitalized terms not defined in this SOW shall have the meanings ascribed to them in the existing engagement letter.

Project Details

1. Project name: Ad-hoc Human Capital consulting
2. Description of MERCER responsibilities:
 - Provide Human Capital consulting services based on the needs of LG&E and KU. Activities may include (but are not limited to) current program review, program advice/recommendation, job-based market pricing, or market practices research/benchmarking
3. Description of client responsibilities:
 - Provide accurate, current information as needed
 - Fulfill any data requests in a timely manner
4. Period of time over which work will be performed: January 1, 2014 through December 31, 2014

Fee Structure

MERCER compensation for the services will be professional fees up to but not to exceed \$ [REDACTED] subject to the budget quoted for each assignment at the time of request. In addition to such compensation, MERCER may also bill for necessary travel and other expenses related to the services requested. Overnight accommodations will be capped at \$ [REDACTED] per person, per night and mileage will be reimbursed at the then current IRS reimbursable rate; all other reimbursements will be at actual cost as verified via actual receipts.

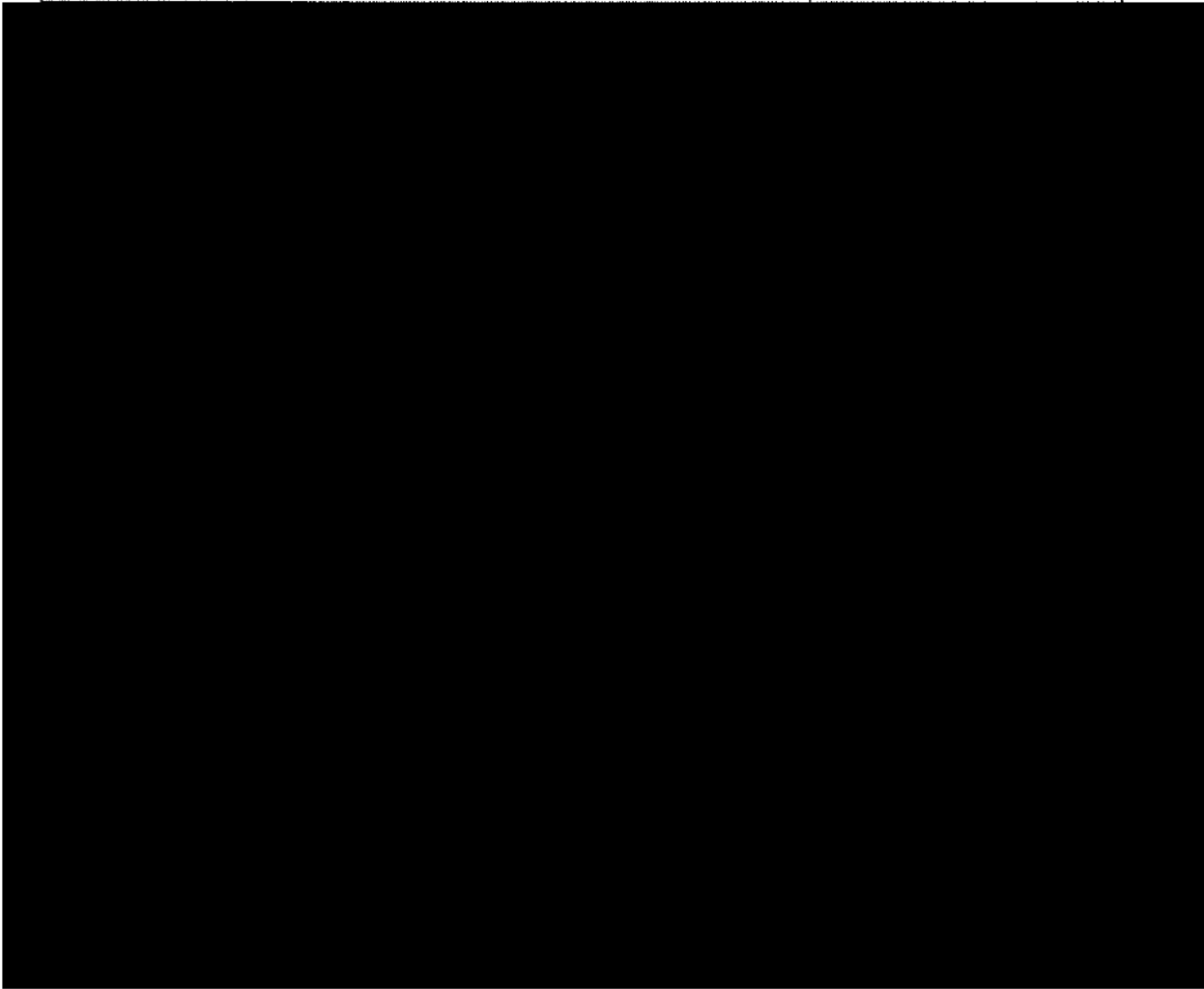
CONFIDENTIAL INFORMATION REDACTED

Mercer Health and Benefits 2012 Statement of Work ("SOW")

The objective of this Statement of Work ("SOW") is to confirm the scope of MERCER's work and the compensation for this project. This SOW is subject to the terms and conditions contained in the Master Consulting Services Agreement dated effective January 1, 2008. All capitalized terms not defined in this SOW shall have the meanings ascribed to them in the existing engagement letter.

Project Details

- 1. **Project name:** Health and Welfare Plans Consulting
- 2. **Description of Mercer responsibilities:** MERCER will support LG&E and KU by providing the following Health and Welfare Plans Consulting

Health and Welfare Benefits Consulting Services	Estimated Fee Range
	

MERCER stop loss insurance coverage placement responsibilities:

- Meet with LG&E and KU to develop a stop loss placement strategy that meets stated objectives.
- Request and negotiate the terms and conditions of the stop loss insurance renewal from the current insurer and present the insurer's proposed renewal package to LG&E and KU.
- If necessary, conduct a stop loss marketing based on a list of stop loss carriers selected by LG&E and KU and its desired terms of coverage.
- If necessary, facilitate communication between LG&E and KU's medical and prescription drug vendors and stop loss insurer to establish reporting responsibilities and timing of data required for the purpose of securing stop loss coverage.
- Follow up with insurance carrier for timely issuance of policies and contracts.
- Review policies and contracts for accuracy and conformity to specifications provided by LG&E and KU in the placement strategy meeting.
- Assist LG&E and KU with access to the stop loss insurance marketplace and use MERCER's commercially reasonable efforts to place stop loss policies selected by LG&E and KU on its behalf, if so instructed.
- If requested, MERCER shall transmit information and data supplied by LG&E and KU or on its behalf without independently verifying the accuracy, completeness or timeliness of the data to the stop loss insurer.

Important Limitations on Mercer's Marketing of Client's Stop Loss Policy

MERCER does not make any representations about an insurer's or MGU's payment or claims denial practices. MERCER does not warrant in any way that all claims submitted to the stop loss carrier will be approved and ultimately reimbursed. Also, the terms and conditions of covered claims for the stop loss insurance policy may not fully correlate with the benefits covered under LG&E and KU's benefits program. MERCER shall use all information and data supplied by LG&E and KU or on its behalf without independently verifying the accuracy, completeness or timeliness of it. MERCER will not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information and data.

Instructions related to the specified Health and Welfare Benefits Consulting Services will be given to MERCER by Ken Mudd, Jeanne Wright, Vaneeca Mottley, Amanda Elder, Angela Sparks or a respective LG&E and KU designee.

3. **Description of client responsibilities:** In order to complete the work on the Health and Welfare Plans Consulting Services, MERCER will need certain information and documentation.
- LG&E AND KU will timely provide such information, if any, that MERCER may request from time to time, which is required to complete the work that MERCER has agreed to perform. If such information is not timely received, the projected timeframe may change.
 - Should it become necessary, LG&E AND KU will direct its carriers/administrators to respond to MERCER's requests for information.
 - LG&E AND KU will provide direction with respect to its objectives for its health and welfare plans.

With respect to stop loss coverage placement (if required):

- LG&E and KU will provide all data/information as required by the stop loss insurer in a timely manner. LG&E and KU is responsible for the accuracy and completeness of such data and information.
- LG&E and KU is responsible for timely submission of claims requests and confirmation that appropriate reimbursements have been issued by the stop loss insurer.
- LG&E and KU is responsible for disclosing all potentially high exposure claims as defined by the stop loss insurer.
- LG&E and KU responsible for reviewing and executing a confirmation of coverage letter before binding of coverage.

In order to complete work on the Services, MERCER will need certain information and documentation provided annually (unless noted otherwise).

- Information needed for any cost projections, including employee headcount changes, expected wage increases, etc.
- Current plan documents and amendments for all plans
- Information on any significant events which may impact valuation or administration of the plan

MERCER will assume that the documents and information supplied are accurate and complete. MERCER's responsibilities (and the associated fees) do not include independent verification of required information. Problems with obtaining documents and information may result in a delay in the project delivery date. Should delays occur, we will contact you to determine next steps.

From time to time, MERCER may find that additional information may need to be provided by the Plan Administrator in order to complete the Services. MERCER will discuss these needs as they may arise, with LG&E and KU including any impact to timing and fees.

4. **Period of time over which work will be performed:** MERCER expects to complete the Services between January 1, 2014 and December 31, 2014. This assumes that MERCER has received the necessary data and other information to commence work, and MERCER timely

receives such additional data and other information that it may request from time to time. If such information is not timely received, projected timeframes may change.

5. Compensation/fees:

MERCER's compensation for the Services subject to this SOW is the professional fees outlined in Section 2. If fees are expected to be materially greater than the estimates specified in this SOW, MERCER will request approval in advance. With respect to any Services that MERCER agrees to provide but which are not covered by the fees outlined in this SOW, MERCER will discuss any additional fees with LG&E and KU.

In addition to such compensation, MERCER may also bill for necessary travel and other expenses related to the services requested. Overnight accommodations will be capped at \$█ per person, per night and mileage will be reimbursed at the then current IRS reimbursable rate; all other reimbursements will be at actual cost as verified via actual receipts.

MERCER will bill LG&E and KU monthly with such invoices due within thirty (30) days of receipt of an undisputed invoice. If any invoice remains unpaid after longer than ninety (90) days from the date of the invoice, MERCER may request a late fee.

Subcontractors

MERCER may need to utilize various subcontractors ("Subcontractors") in the course of their provision of the Services to assist in such tasks as printing and mailing, development of interactive tools, graphic design, etc. LG&E and KU consents to MERCER's use of the Subcontractors and further acknowledge and agree that MERCER may provide such Subcontractors with LG&E and KU's Confidential Information, including Work, on a confidential and need to know basis for the purposes contemplated by this SOW.

Mercer and its Affiliates serve a wide array of clients, including clients who compete with or whose interest may be adverse to one another. In addition, Mercer interacts with insurance carriers and other service providers through numerous business and contractual relationships, including serving as a broker for its clients and receiving commissions from carriers, providing consulting or administration services to carriers, and auditing carriers' claims data. Mercer is committed to serving each of its clients in an objective manner and maintaining the confidentiality of each of its client's information.

CONFIDENTIAL INFORMATION REDACTED

QDRO Consultants Company
3071 Penrl Road,
Medina, Ohio 44256
Attention: Ms. Holly Edwards

LG&E and KU Energy LLC
Supply Chain
820 West Broadway
PO Box 92020
Louisville, KY 40202
www.lge-ku.com

Courtney Thompson
Sourcing Leader
T 502-627-2390
F 502-217-4991
courtney.thompson@lge-ku.com

March 21, 2013

RE: Letter Contract for Review and Administration of Qualified Domestic Relations
Orders
Contract No. 19128

Dear Ms. Edwards:

QDRO Consultants Company ("Contractor") has proposed to provide the above referenced work for LG&E and KU Services Company ("Company") and the Company accepts your proposal based upon the following:

1. The services will involve the *Review and Administration of Domestic Relations Orders and Qualified Domestic Relations Orders ("QDROs") for Company, its subsidiaries and affiliates as described herein ("Services")*. These QDROs are submitted to Company on behalf of its retirement and savings plan participants. When a QDRO is submitted, Contractor shall perform the following:
 - 1.1 Review the terms and provisions of the QDRO as submitted. Review each QDRO in accordance with the qualification criteria established under ERISA and the Internal Revenue Code and with respect to specific plan provisions including QDRO procedures of the applicable plan.
 - 1.2 Preparation of Approval or Denial Letter. Contractor shall distribute an approval or denial letter to all parties based on the determination of the review (including copies to the Plan Administrator).

CONFIDENTIAL INFORMATION REDACTED

Contract No. 19128

- 1.3 **Review of Modified or Amended QDROs.** Contractor shall review any and all amended QDROs sent on behalf of the same plan participant to correct any deficiencies found in previous draft QDROs.
 - 1.4 **Correspondence.** Contractor shall conduct all required oral and/or written correspondence with the parties and their legal representative.
 - 1.5 **QDRO Interpretation Letters.** Once a QDRO has been deemed qualified, Contractor shall send a QDRO interpretation letter along with the approval letter to all parties outlining the terms of the QDRO with respect to all of the rights and entitlements of the alternate payee. This also shall provide the parties with their federal BRISA appeal rights.
 - 1.6 **Prepare Customized QDRO Manual.** Contractor shall prepare and distribute to the Plan Administrator a comprehensive QDRO manual that defines COMPANY's specific plans and procedures. The manual shall document all QDRO administrative procedures, update model QDROs and instructions, address all default procedures including the segregation of plan benefits, the effect of nunc pro tunc (retroactive) QDROs, the obligations of the plan administrator, alternate payee and participant. It will also include model QDROs and instructions. The documentation referred to in this section shall be prepared in consultation of the Plan Administrator and updated accordingly as needed.
2. The term of this Contract will begin on March 21, 2013, and end on March 20, 2016. Company has the right to terminate this Contract at any time with or without cause. Company will be responsible only for Services performed prior to termination.
 3. Payment for Services, due and payable after the administrative process has been initiated, will be based on a unit rate basis as described below.
 - 3.1 **One Time Fee per QDRO**
Maximum Payment for Multiple QDROs in same case [REDACTED]
 - 3.1.2 These unit rates will not change without prior approval from Company.
 - 3.1.3 All administrative fees such as postage, long distance phone, etc. are included in the fees described in Section 3.1.

Contract No. 19128

- 3.2 Invoicing. Your invoices must reference the Purchase Order Number, #19128 provided by Company. You must submit one original invoice to Company on a monthly basis, so that Company can pay you within 30 days of receipt of your invoice.

Mail or deliver the original invoice to:

Attn: Pat Ennis, 16th Floor—
LG&E and KU Energy LLC
Benefits
220 West Main Street
Louisville, KY 40202

4. You are an independent Contractor and not an employee of Company or any of its subsidiaries or affiliates.
5. Standard of Care. You shall perform the Services under the agreement with the skill, prudence and diligence that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.
6. The Administrative Services Agreement ("ASA") is hereby incorporated by reference herein and thereby made a part of this Contract. In the event of a conflict between the terms and conditions set forth in the ASA and those set forth in any other portion of this Contract, the terms and conditions of the ASA shall control.

Contract No. 19128

If Contractor agrees to all the terms and conditions set forth in this Contract, please sign the Contract in the space which has been provided for you on the Contract labeled "ORIGINAL" and return the Contract labeled "ORIGINAL", to my attention.

If you have any questions please feel free to contact me at the telephone number listed below.

Respectfully,

Courtney Thompson
Sourcing Leader
Corporate Purchasing
(502) 627-2390
(503)



William Woodard

Manager, Supply Chain Corporate
3.29.2013
Date



Contractor Representative (Signature)

Title: Krystal Lendon
Contractor Representative (Print)

4/10/13
Date

34-1820650
(Federal Tax I.D. or Social Security
Number Required)

Contract No. 19128

LG&B AND KU SERVICES COMPANY AND/OR AFFILIATES

This Administrative Services Agreement (this "Agreement") is made this 16 day of April, 2013 (the "Effective Date") by and between LG&B and KU Services Company, a Kentucky corporation ("Company") and/or its "Affiliates" (as defined below) and QORO CONSULTANTS ("Contractor"), a Ohio Limited Liability Co. (list state of entity's organization and entity type, such as "Kentucky corporation" or "Kentucky limited liability company", etc.).

WHEREAS, Contractor desires the opportunity to perform Administrative And/Or Professional Non-Engineering Related Services to Company and/or its Affiliates from time to time, and Company desires the opportunity to engage Contractor to provide such Administrative And/Or Professional Non-Engineering Related Services, evaluations and/or recommendations;

WHEREAS, the Administrative And/Or Professional Non-Engineering Related Services to be rendered by Contractor, as defined in Article 1.01, do not constitute any engineering services, electrical reliability studies, surveys and/or environmentally related services (if engineering services, electrical reliability studies, surveys and/or environmentally professional services should ever be rendered by Contractor to Company, or if Contractor should ever provide any goods and/or render any engineering related and/or construction services to the Company pursuant to any Contract, Statement of Work and/or Purchase Order (or any change orders related thereto), Contractor must then enter into Company's standard "General Services Agreement"; provided, however, that nothing in this Agreement shall preclude Contractor from rendering other types of professional and/or business administrative types of services (i.e., accounting, medical, legal, etc.) which do not constitute engineering services, electrical reliability studies, surveys and/or environmentally related services; and

WHEREAS, the parties intend that this Agreement sets forth the exclusive set of terms and conditions which shall govern the performance of the Work by Contractor for Company should Company engage Contractor to provide Work.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating the above stated recitals, the parties do agree as follows:

ARTICLE 1 DEFINITIONS

- 1.01 Administrative And/Or Professional Non-Engineering Related Services: "Administrative And/Or Professional Non-Engineering-Related Services" shall mean any types of professional and/or business administrative types of services (i.e., accounting, medical, legal, etc.) which do not constitute professional engineering services, electrical reliability studies, surveys and/or environmentally related services.
- 1.02 Affiliate "Affiliate" shall mean any entity which, from time to time, in whole or in part, and directly or indirectly, controls, is controlled by, or under common control with LG&B and KU Services Company and shall include, without limitation, Louisville Gas and Electric Company and Kentucky Utilities Company, both Kentucky corporations.

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- 1.03 Agreement: "Agreement" shall mean this Administrative Consulting Services Agreement, along with any attachments, specifications, Purchase Orders, engagement letters or Statements of Work sent by Company in accordance with Article 2, and/or other agreed collateral document pursuant to which the Work is to be performed.
- 1.04 Applicable Laws: "Applicable Laws" shall mean any and all applicable federal, state or local laws, regulations, codes, ordinances, administrative rules, court orders or permits.
- 1.05 Contract: "Contract" shall mean, in the aggregate, those specialized terms and conditions contained within Statements of Work and/or Purchase Orders, if any, which are issued pursuant to this Agreement with respect to the Administrative And/Or Professional Non-Engineering Related Services.
- 1.06 Contract Price: "Contract Price" shall mean the aggregate of the particular consideration set forth in one or more Purchase Orders or as otherwise agreed upon. Unless otherwise agreed, the Contract Price includes all applicable taxes, duties, fees and assessments of any nature including, without limitation, all sales and use taxes, due to any governmental authority with respect to the Work.
- 1.07 Contractor: "Contractor" shall mean the entity designated as the "Contractor" in the opening paragraph of this Agreement.
- 1.08 Company: "Company" shall mean LG&B and KU Services Company and/or any of its Affiliates as appropriate based on which entity is the party to the Purchase Order, engagement letter, Statement of Work or other binding document. The rights and obligations of LG&B and KU Services Company and each of its Affiliates hereunder shall be limited to the extent of such party's proportionate utilization of Contractor's services hereunder.
- 1.09 LG&B and KU Services Company: "LG&B and KU Services Company" shall mean LG&B and KU Services Company, a Kentucky corporation.
- 1.10 Purchase Order: Company may, at its discretion, issue its own "Purchase Order Standard Terms and Conditions" and/or "Contractor's Purchase Agreement" (collectively, the "Purchase Order"), comprising part of the Contract and/or incorporating the Statements of Work, that may supplement, but not contradict this Agreement unless otherwise expressly provided by Company.
- 1.11 Statements of Work: "Statements of Work", if any shall comprise, in part, the Contract including specifications, instructions, drawings, schedules, scopes and/or descriptions of Work.
- 1.12 Work: "Work" shall include those Administrative And/Or Professional Non-Engineering Related Services set forth in any Instructions, specifications, schedules, Contract, Statement(s) of Work and/or Purchase Order(s) as mutually executed by the parties.

ARTICLE 2 SCOPE OF AGREEMENT

Unless otherwise agreed in a writing executed by each of the parties (i.e., the Contract) which evidences a clear intention to supersede this Agreement, the parties intend that this Agreement apply to all transactions which may occur between Company and Contractor during the term of this Agreement. Company makes no commitment to Contractor as to the exclusiveness of this relationship or as to the volume and/or quantities (per unit or otherwise), if any, of business Company will perform with Contractor. Such Contract for the provision of Work under this Agreement shall be reflected by (a) each of the parties executing a mutually acceptable schedule to this Agreement or (b) Company providing a Purchase Order and/or engagement

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letter and/or Statement of Work to Contractor and Contractor accepting such Purchase Order, engagement letter and/or Statement of Work (including by commencing performance pursuant to such Purchase Order). In the event Company provides a Purchase Order, engagement letter and/or Statement of Work to Contractor and Contractor commences performance thereon, Contractor hereby agrees to the formation of a binding agreement as described in the Purchase Order upon Contractor's commencement of performance, waives any argument that it might otherwise have under Applicable Laws that the Purchase Order and/or Statement of Work should have been executed by each of the parties to be enforceable and further agrees to not contest the enforceability of such Purchase Order, engagement letter and/or Statement of Work on those grounds, and agrees to not contest the admissibility of Company's records related to such Purchase Order that are kept in the ordinary course by Company. In addition, in no event shall the terms and conditions of any proposal, Purchase Order acknowledgment, invoice, or other document, in each case as unilaterally issued by Contractor, be binding upon Company without Company's explicit written acceptance thereof. Any Work performed by Contractor without Company's binding commitment for such Work either via a duly executed schedule to this Agreement or a duly executed Purchase Order and/or Statement of Work shall be at Contractor's sole risk and expense, and Company shall have no obligation to pay for any such Work.

ARTICLE 3 CONDITIONS AND RISKS OF WORK: WORK HARMONY

Contractor represents that Contractor has carefully examined all conditions relevant to the Work and its surroundings, and Contractor assumes the risk of such conditions and will, regardless of such conditions, the expense, or difficulty of performing the Work, fully complete the Work for the stated Contract Price without further recourse to Company. Information on the site of the Work and local conditions at such site furnished by Company in specifications, drawings, or otherwise is made without representation or warranty of any nature by Company, is not guaranteed by Company, and is furnished solely for the convenience of Contractor. In case of a conflict between instructions, specifications, drawings, schedules, and/or Purchase Order(s), Company shall resolve such conflict; and Company's resolution shall be binding on Contractor. Contractor agrees that all labor employed by Contractor, its agents, or subcontractors for Work on the premises of Company, if any, shall be in harmony with all other labor being used by Company or other contractors working on Company's premises. To the extent applicable, Contractor agrees to give Company immediate notice of any threatened or actual labor dispute and will provide assistance as determined necessary by Company to resolve any such dispute. Contractor, its agents, or subcontractors, if any, shall remove from Company's premises any person objected to by Company in association with the Work.

ARTICLE 4 COMPANY CHANGES IN WORK

The scope of and conditions applicable to the Work shall be subject to changes by Company from time to time. Such changes shall only be enforceable if documented in a writing executed by Company. Except as otherwise specifically set forth in this Agreement, changes in the scope of or conditions applicable to the Work may result in adjustments in the Contract Price and/or the Work schedule in accordance with this Article 4. If Contractor believes that adjustment of the Contract Price or the Work schedule is justified, whether as a result of a change made pursuant to this Article or as a result of any other circumstance, then Contractor shall (a) give Company written notice of its claim within five (5) business days after receipt of notice of such change or the occurrence of such circumstances and (b) shall supply a written statement supporting Contractor's claim within ten (10) business days after receipt of notice of such

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change or occurrence of such circumstances, which statement shall include Contractor's detailed estimate of the effect on the Contract Price and/or the Work schedule. Contractor agrees to continue performance of the Work during the time any claim hereunder is pending. Company shall not be bound to any adjustments in the Contract Price or the Work schedule unless expressly agreed to by Company in writing. Company will not be liable for, and Contractor waives, any claims of Contractor that Contractor knew or should have known and that were not reported by Contractor in accordance with the provisions of this Article.

ARTICLE 5 FORCE MAJEURE

Neither party shall be liable to the other for any damages for any failure to perform or for any delays or interruptions beyond that party's reasonable control in performing any of its obligations under this Agreement only due to acts of God, fires, floods, earthquakes, riots, civil insurrection, acts of the public enemy, or acts or failures to act of civil or military authority, unless the time to perform is expressly guaranteed. Contractor shall advise Company immediately of any anticipated and actual failure, delay, or interruption and the cause and estimated duration of such event. Any such failure, delay, or interruption, even though existing on the date of this Agreement or on the date of the start of the Work, shall require Contractor to within five (5) days submit a recovery plan detailing the manner in which the failure, delay, or interruption shall be remedied and the revised schedule. Contractor shall diligently proceed with the Work notwithstanding the occurrence thereof. This Article shall apply only to the part of the Work directly affected by the particular failure, delay, or interruption, and shall not apply to the Work as a whole or any other unaffected part thereof.

ARTICLE 6 CONTRACTOR DELAYS

Time is of the essence in the performance of this Agreement by Contractor. Contractor agrees to cooperate with Company in scheduling the Work so that the project will progress with a minimum of delays. Company shall not be responsible for compensating Contractor for any costs of overtime or other premium time work unless Company has provided separate prior written authorization for additional compensation to Contractor.

ARTICLE 7 COMPANY EXTENSIONS

Company shall have the right to extend schedules or suspend the Work, in whole or in part, at any time upon written notice to Contractor (except that in an emergency or in the event that Company identifies any safety concerns, Company may require an immediate suspension upon oral or written notice to Contractor). Contractor shall, upon receipt of such notice, immediately suspend or delay the Work. Contractor shall resume any suspended Work when directed by Company. If Contractor follows the requirements of Article 4, a mutually agreed equitable adjustment to the Contract Price or to the schedules for payments and performance of the remaining Work may be made to reflect Company's extension of schedules or suspension of the Work. Contractor will provide Company with all information requested in connection with determining the amount of such equitable adjustment.

ARTICLE 8 AUDITING

8.01 Rights of Inspection of Records and Auditing. Contractor shall maintain complete records relating to any cost-based (i.e., Work not covered by firm prices) components billed under this Agreement or relating to the quantity of units billed under any unit price provisions of this Agreement (all the foregoing hereinafter referred to collectively as "Records") which shall be open to inspection and subject to audit and reproduction during normal working hours,

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by Company or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, time sheets, or claims based on Contractor's actual costs incurred in the performance of Work under this Agreement. For the purpose of evaluating or verifying such actual or claimed costs, Company or its authorized representative shall have access to said Records at any time, including any time after final payment by Company to Contractor pursuant to this Agreement. All non-public information obtained in the course of such audits shall be held in confidence except pursuant to judicial and administrative order. Company or its authorized representatives shall have access, during normal working hours, to all necessary Contractor facilities and shall be provided adequate and appropriate work space to conduct audits in compliance with the provisions of this Article. Company shall give Contractor reasonable notice of intended audits.

ARTICLE 9 COMPLIANCE WITH APPLICABLE LAWS; SAFETY; DRUG AND ALCOHOL TESTING; IMMIGRATION; NERC RELIABILITY STANDARDS COMPLIANCE

9.01 Applicable Laws and Safety: Contractor agrees to protect its own and its subcontractors' employees and be responsible for their Work until Company's acceptance of the entire project and, if Contractor and/or its employees, agents, representatives and/or subcontractors are on Company's premises, to protect Company's facilities, property, employees and third parties from damage or injury. Contractor shall at all times be solely responsible for complying with all Applicable Laws and facility rules, including without limitation those relating to health and safety, in connection with the Work and for obtaining (but only as approved by Company) all permits and approvals necessary to perform the Work. Without limiting the foregoing, and as applicable, Contractor agrees to strictly abide by and observe (i) all standards of the Occupational Safety & Health Administration (OSHA) which are applicable to the Work being performed now or in the future; (ii) Company's Contractor/Subcontractor Safety Policy; and (iii) Company's Contractor's Code of Business Conduct (Contractor hereby acknowledges receipt of copies of all such policies and agrees to be bound by those and any other rules and regulations of the Company, as well as to any amendments and/or modifications that may be issued in the future with respect thereto. If Contractor and/or its employees, agents, representatives and/or subcontractors are on Company's premises, Contractor shall maintain the Work site in a safe and orderly condition at all times. Company shall have the right but not the obligation to review Contractor's and/or its subcontractor's compliance with safety and cleanup measures. In the event Contractor fails to keep the work area clean, if Contractor and/or its employees, agents, representatives and/or subcontractors are on Company's premises, Company shall have the right to perform such cleanup on behalf of, at the risk of and at the expense of Contractor. Contractor further specifically acknowledges, agrees and warrants that Contractor has compiled, and shall at all times during the term of this Agreement, comply in all respects with all laws, rules and regulations relating to the employment authorization of employees including, but not limited to, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, whereby Contractor certifies to Company that Contractor has (a) properly maintained, and shall at all times during the term of this Agreement properly maintain all records required by Immigration and Customs Enforcement, such as the completion and maintenance of the Form I-9 for each of Contractor's employees; (b) that Contractor maintains and follows an established policy to verify the employment authorization of its employees; (c) that Contractor has verified the identity and employment eligibility of all employees in compliance with all applicable laws; and (d) that Contractor is without knowledge of any fact that would render any employee or

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subcontractor of Contractor ineligible to legally work in the United States. Contractor further acknowledges, agrees and warrants that all of its subcontractors will be required to agree to those same terms as a condition to being awarded any subcontract for such Work.

9.02 **Hazards and Training:** Assuming Contractor and/or its employees, agents, representatives and/or subcontractors are on Company's premises at any time performing the Work, Contractor shall furnish adequate numbers of trained, qualified, and experienced personnel and appropriate safety and other equipment in first-class condition, suitable for performance of the Work. Such personnel shall be skilled and properly trained to perform the Work and recognize all hazards associated with the Work. Without limiting the foregoing, Contractor shall participate in any safety orientation or other of Company's familiarization initiatives related to safety and shall strictly comply with any monitoring initiatives as determined by Company. Contractor shall accept all equipment, structures, and property of Company as found and acknowledge it has inspected the property, has determined the hazards incident to working thereon or thereabouts, and has adopted suitable precautions and methods for the protection and safety of its employees and the property.

9.03 **Drug and Alcohol:** Assuming Contractor and/or its employees, agents, representatives and/or subcontractors are on Company's premises at any time performing the Work, no person will perform any of the Work while under the influence of drugs or alcohol. No alcohol may be consumed within four (4) hours of the start of any person's performance of the Work or anytime during the workday. A person will be deemed under the influence of alcohol if a level of .02 percent blood alcohol or greater is found. In addition to the requirements of the drug testing program, as set forth in Company's rules and regulations, all persons who will perform any of the Work will be subject to drug and alcohol testing under either of the following circumstances: (i) where the person's performance either contributed to an accident or cannot be completely discounted as a contributing factor to an accident which involves off-site medical treatment of any person; and (ii) where Company determines in its sole discretion that there is reasonable cause to believe such person is using drugs or alcohol or may otherwise be unfit for duty. Such persons will not be permitted to perform any Work until the test results are established. Contractor shall be solely responsible for administering and conducting drug and alcohol testing, as set forth herein, at Contractor's sole expense. As applicable and in addition to any other requirements under this Agreement, Contractor shall develop and strictly comply with any and all drug testing requirements as required by Applicable Laws.

9.04 **NERC Reliability Standards.** The following additional provisions shall apply if Contractor's Work in any way involves areas or assets which are located within physical security perimeters as defined by NERC's Reliability Standards for the Bulk Electric Systems of North America (collectively, the "NERC Standards"), including without limitation any Company data center or control center. Contractor's non-compliance of NERC Standards may result in fines and/or penalties being assessed against the Company that would result in Company seeking indemnification from Contractor as a consequence of Contractor's and/or its subcontractors', agents' and/or representatives' non-compliance of NERC Standards.

A. **Information Protection.** Without compromising the confidentiality provisions in Article 24, Contractor shall at all times comply with the Company's information protection program(s) as defined by CIP-003, R4. Among the information protected by this program are: (i) all operational procedures; (ii) lists of critical cyber assets; (iii) network topology or similar diagrams; (iv) floor plans of computing centers that contain critical cyber assets; (v) equipment layouts of critical cyber assets; (vi) disaster recovery plans; (vii) incident response plans; and (viii) security configuration information. Contractor shall protect this protected information from disclosure consistent with the program.

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B. Access Revocation. Contractor shall immediately advise appropriate Company's management if any of Contractor's personnel who have key card access to a restricted area or electronic access to a protected system no longer require such access.

C. Training. If any Contractor personnel require key card access to a restricted area or electronic access to a protected system, Contractor shall ensure that such personnel complete, and retrain as requested, all necessary NBRC training as requested by Company.

D. Personnel Risk Assessment. If any Contractor personnel require key card access to a restricted area or electronic access to a protected system, Contractor shall ensure that Company receives necessary waivers and information from Contractor's personnel to complete, and repeat as necessary, such background checks as requested by Company.

Continuing Obligations. Contractor further acknowledges that its compliance with the NBRC Standards is a continuing obligation during and after the Term. Upon written notice to Contractor, Company shall have the absolute right to audit and inspect any and all information regarding Contractor's compliance with this Section 9.04, and/or to require confirmation of the destruction of any documentation received from or regarding Company. Contractor is encouraged to contact Company's Compliance Department pursuant to Section 9.05 to ensure Contractor understands and complies with this Section 9.04.

9.05 Office of Compliance: The Company has an Office of Compliance. Should Contractor have actual knowledge of violations of any of the herein stated policies of conduct in this Article 9, or have a reasonable basis to believe that such violations will occur in the future, whether by its own employees, agents, representatives or subcontractors, or by another vendor and/or supplier of the Company and its employees, agents, representatives or subcontractors, or by any employee, agent and/or representative of Company, Contractor has an affirmative obligation to immediately report any such known, perceived and/or anticipated violations to the Company's Office of Compliance in care of Director, Compliance and Ethics, LQ&B and KU Services Company, 220 West Main Street, Louisville, Kentucky 40202.

ARTICLE 10 STATUS OF CONTRACTOR

Company does not reserve any right to control the methods or manner of performance of the Work by Contractor. Contractor, in performing the Work, shall not act as an agent or employee of Company, but shall be and act as an independent contractor and shall be free to perform the Work by such methods and in such manner as Contractor may choose, doing everything necessary to perform such Work properly and safely and having supervision over and responsibility for the safety and actions of its employees. Contractor's employees and subcontractors shall not be deemed to be employees of Company. Contractor agrees that if any portion of Contractor's Work is subcontracted, all such subcontractors shall be bound by and observe the conditions of this Agreement to the same extent as required of Contractor. In such event, Company strongly encourages the use of Minority Business Enterprises, Women Business Enterprises, and Disadvantaged Business Enterprises, as defined under federal law and as certified by a certifying agency that Company recognizes as proper.

ARTICLE 11 EQUAL EMPLOYMENT OPPORTUNITY

To the extent applicable, Contractor shall comply with all of the following provisions, which are incorporated herein by reference: (i) Equal Opportunity regulations set forth in 41 CFR § 60-1.4(a) and (e), prohibiting employment discrimination against any employee or applicant because of race, color, religion, sex, or national origin; (ii) Vietnam Era Veterans Readjustment Assistance Act regulations set forth in 41 CFR § 60-250.4 relating to the employment and advancement of disabled veterans and Vietnam era veterans; (iii) Rehabilitation Act regulations set forth in 41 CFR § 60-741.4 relating to the employment and advancement of qualified

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disabled employees and applicants for employment; (iv) the clause known as "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" set forth in 15 USC § 637(d)(3); and (v) the subcontracting plan requirement set forth in 15 USC § 637(d).

ARTICLE 12 INDEMNITY BY CONTRACTOR

Contractor shall indemnify, defend, and hold harmless Company, its directors, members, managers, officers, employees, and agents, from any and all damage, loss, claim, demand, suit, liability, penalty and/or fine (pursuant to Section 9.04 or otherwise), or forfeiture of every kind and nature, including but not limited to costs and expenses of defending against the same and payment of any settlement or judgment therefor, by reason of (a) bodily and other personal injuries to or deaths of persons, (b) damages to property, (c) the release or threatened release of a hazardous substance or any pollution or contamination of or other adverse effects on the environment, (d) violations of any Applicable Laws, or (e) infringement of patent, copyright, trademark, trade secret, or other property right, whether suffered directly by Company or indirectly by reason of third party claims, demands, or suits, resulting or alleged to have resulted from acts or omissions of Contractor, its employees, agents, subcontractors, or other representatives or otherwise from performance of this Agreement. This obligation to indemnify, defend, and hold harmless shall survive termination or expiration of this Agreement.

ARTICLE 13 INSURANCE

13.01 Contractor's Insurance Obligation: During the entire duration of the scope of Work on a per occurrence basis with respect to any Purchase Order issued under this Agreement, Contractor shall provide and maintain, and shall require any subcontractor to provide and maintain the following insurance (and, except with regard to Workers' Compensation, naming Company as additional insured and waiving rights of subrogation against Company and Company's insurance carrier(s)), and shall submit evidence of such coverage to Company prior to the start of the Work and, furthermore, Contractor shall notify Company, prior to the commencement of any Work pursuant to any Statement of Work and/or Purchase Order, of any threatened, pending and/or paid off claims to third parties, individually or in the aggregate, which otherwise affects the availability of the limits of coverage owing to the benefit of Company as hereinafter specified:

- (a) Workers' Compensation and Employer's Liability Policy, which shall include:
 - 1) Workers' Compensation (Coverage A), with statutory limits, and in accordance with the laws of the state where the Work is performed;
 - 2) Employer's Liability (Coverage B) with minimum limits of One Million Dollars (\$1,000,000) Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee;
 - 3) Thirty (30) Day Cancellation Clause; and
 - 4) Broad Form All States Endorsement.
- (b) Commercial General Liability Policy, which shall have minimum limits of One Million Dollars (\$1,000,000) each occurrence; One Million Dollars (\$1,000,000) Products/Completed Operations Aggregate each occurrence; One Million Dollars (\$1,000,000) Personal and Advertising Injury, each occurrence, in all cases subject to Two Million Dollars (\$2,000,000) in the General Aggregate for all such claims, and including:
 - 1) Thirty (30) Day Cancellation Clause;

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- 2) Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Contractor under this Agreement; and
- 3) Broad Form Property Damage.
- (c) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death, and property damage combined single minimum limit of One Million Dollars (\$1,000,000) each occurrence with respect to Contractor's vehicles assigned to or used in performance of Work under this Agreement.
- (f) Professional Liability Insurance, only to the extent applicable, and/or Errors and Omissions coverage relating to professional administrative/consulting types of services will be separately provided by Contractor as specified in the Work, with limits, in each respect, of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, which insurance shall be either on an occurrence basis or on a claims made basis (with a retroactive date satisfactory to Company).

13.02 Quality of Insurance Coverage: The above policies to be provided by Contractor shall be written by insurance companies which are both licensed to do business in the state where the Work will be performed and either satisfactory to Company or having a Best Rating of not less than A-. These policies shall not be materially changed or canceled except with thirty (30) days written notice to Company from Contractor and the insurance carrier. Evidence of coverage, notification of cancellation or other changes shall be mailed to: Attn: Manager, Supply Chain, LG&E and KU Services Company, P.O. Box 32020, Louisville, Kentucky 40232.

13.03 Implication of Insurance: Company reserves the right to request and receive a summary of coverage of any of the above policies or endorsements; however, Company shall not be obligated to review any of Contractor's certificates of insurance, insurance policies, or endorsements, or to advise Contractor of any deficiencies in such documents. Any receipt of such documents or their review by Company shall not relieve Contractor from or be deemed a waiver of Company's rights to insist on strict fulfillment of Contractor's obligations under this Agreement.

13.04 Other Notices: Contractor shall provide notice of any accidents or claims relating to the Work to Company's Manager, Risk Management at LG&E and KU Services Company, P.O. Box 32030, Louisville, Kentucky 40232 and Company's site authorized representative.

ARTICLE 14 WARRANTIES

Contractor hereby represents and warrants to Company that all services provided by Contractor in its performance of its obligations under this Agreement shall be provided by personnel who are careful, skilled, experienced, qualified and competent. Contractor represents and warrants that all services, findings, recommendations and advice provided by or on behalf of Contractor under this Agreement shall be rendered in a highly competent and/or professional manner.

ARTICLE 15 OWNERSHIP OF INTELLECTUAL PROPERTY; PATENTS

All inventions, discoveries, processes, methods, designs, drawings, blueprints, information, software, works of authorship and know-how, or the like, whether or not patentable or copyrightable (collectively, "Intellectual Property"), which Contractor conceives, develops, or begins to develop, either alone or in conjunction with Company or others, in connection with the Work, shall be "work made for hire" and the sole and exclusive property of Company. Upon

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copyrightable (collectively, "Intellectual Property"), which Contractor conceives, develops, or begins to develop, either alone or in conjunction with Company or others, in connection with the Work, shall be "work made for hire" and the sole and exclusive property of Company. Upon request, Contractor shall promptly execute all applications, assignments, and other documents that Company shall deem necessary to apply for and obtain letters patent of the United States and/or copyright registration for the Intellectual Property and in order to evidence Company's sole ownership thereof.

ARTICLE 16 ASSIGNMENT OF AGREEMENT SUBCONTRACTING

Upon prior written notice given to Company, Contractor shall not, by operation of law or otherwise, assign and/or subcontract any part of the Work or this Agreement without Company's prior written approval. Such approval, if given by Company, shall not relieve Contractor from full responsibility for the fulfillment of any and all obligations under this Agreement. Under any and all circumstances, any permitted assignee of Contractor, whether or not such assignee shall be a division, subsidiary and/or affiliate entity of Contractor, shall also be fully bound by the terms of this Agreement and, furthermore, upon request by Company, each of Contractor and its permitted assignee shall provide sufficient financial information, as determined by Company in its sole discretion, necessary to validate such assignee's credit worthiness and ability to perform under this Agreement.

ARTICLE 17 INVOICES AND EFFECT OF PAYMENTS; RELEASE OF LIENS

17.01 Invoices: Within a reasonable period of time following the end of each calendar month or other agreed period, Contractor shall submit an invoice to Company that complies with this Article. Payments shall be made within forty-five (45) days of Company's receipt of Contractor's proper invoice, and, in the event that Company's payment is overdue, Contractor shall promptly provide Company with a notice that such payment is overdue. Contractor's invoices shall designate the extent to which LG&B and KU Services Company or any of its Affiliates is the responsible party. To the extent applicable, such invoices shall reference the contract number and shall also show labor, material and taxes paid regarding the services rendered (including without limitation sales and use taxes, to the extent applicable); retainers to the extent as may be specified in the Purchase Order, Statement of Work and/or other contractual documentation. All invoices shall be submitted with supporting documentation and in acceptable form and quality to Company's authorized representative. Should Company dispute any invoice for any reason, payment on such invoice shall be made within thirty (30) days of the dispute resolution. Payment of the invoice shall not release Contractor from any of its obligations hereunder, including but not limited to its warranty and indemnity obligations.

17.02 Taxes: If Company provides Contractor with an exemption certificate demonstrating an exemption from sales or use taxes in Kentucky, then Contractor shall not withhold or pay Kentucky sales or use taxes to the extent such exemption certificate applies to the Work. In no event shall Contractor rely upon Company's direct pay authorization in not withholding or paying Kentucky sales or use taxes. Otherwise, Contractor shall be solely responsible for paying all appropriate sales, use, and other taxes and duties (including without limitation sales or use tax with respect to materials purchased and consumed in connection with the Work) to, as well as filing appropriate returns with, the appropriate authorities. To the extent specifically included in the Contract Price, Contractor shall bill Company for and Company shall pay Contractor all such taxes and duties, but Company shall in no event be obligated for taxes and duties not specifically included in the Contract Price or for interest or penalties arising out of Contractor's failure to comply with its obligations under this Section 17.

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17.03 Billing of Additional Work: All claims for payments of additions to the Contract Price shall be shown on separate Contractor's Invoices and must refer to the specific change order or written authorization issued by Company as a condition to being considered for payment.

17.04 Effect of Payments/Offset: No payments shall be considered as evidence of the performance of or acceptance of the Work, either in whole or in part, and all payments are subject to deduction for loss, damage, costs, or expenses for which Contractor may be liable under any Purchase Order or set-off hereunder. In addition to Company's right of off-set for threatened and/or filed liens and/or encumbrances, and/or with respect to payment disputes pursuant to Section 17.05, Company, without waiver or limitation of any rights or remedies of Company, shall be entitled from time to time to deduct from any and all amounts owing by Contractor to Company in connection with this Agreement or any other contract with Company any and all amounts owed by Contractor to Company in connection with this Agreement or any other contract with Company.

17.05 Release and Indemnity Regarding Liens: Contractor hereby releases and/or waives for itself and its successors in interest, and for all subcontractors and their successors in interest, any and all claim or right of mechanics or any other type of lien to assert and/or file upon Company's or any other party's property, the Work, or any part thereof as a result of performing the Work. Contractor shall execute and deliver to Company such documents as may be required by Applicable Laws (i.e., partial and/or final waivers of liens and/or affidavits of indemnification) to make this release effective and shall give all required notices to subcontractors with respect to ensuring the effectiveness of the foregoing releases against those parties. Contractor shall secure the removal of any lien that Contractor has agreed to release in this Article within five (5) working days of receipt of written notice from Company to remove such lien. If not timely removed, Company may remove the lien and charge all costs and expenses including legal fees to Contractor including, without limitation, the costs of bonding off such lien. Company, in its sole discretion, expressly reserves the right to off-set and/or retain any reasonable amount due to Contractor from payment of any one or more of Contractor's Invoices upon Company having actual knowledge of any threatened and/or filed liens and/or encumbrances that may be asserted and/or filed by any subcontractor, materialman, independent contractor and/or third party with respect to the Work, with final payment being made by Company only upon verification that such threatened and/or filed liens and/or encumbrances have been irrevocably satisfied, settled, resolved and/or released (as applicable), and/or that any known payment disputes concerning the Work involving Contractor and any of its subcontractors, agents and/or representatives have been resolved so that no actions, liens and/or encumbrances will be filed against Company and/or Company's property.

ARTICLE 18 TERM AND TERMINATION

18.01 Term: This Agreement shall commence on the date set forth above and shall survive in full force and effect until terminated as set forth below and/or otherwise, solely with respect to any Statement of Work and/or Purchase Order, terminate consistent with the specified expiration date as may be stated in any Statement of Work and/or Purchase Order by and between Contractor and Company notwithstanding any terms and conditions to the contrary in this Agreement. A termination under this Article 18 based on certain Work shall only apply to the Statement of Work and/or Purchase Order that covers such Work. Any Statements of Work and/or Purchase Orders that do not relate to such Work shall not be affected by such a termination.

Contract No. 19128

18.02 Termination for Contractor's Breach: If the Work to be done under this Agreement shall be abandoned by Contractor, if this Agreement or any portion thereof shall be assigned by operation of law or otherwise, if Contractor is placed in bankruptcy, or if a receiver be appointed for its properties, if Contractor shall make an assignment for the benefit of creditors, if at any time the necessary progress of Work is not being maintained, if at any time Contractor's professional license (or any professional licenses of any of its employees and/or subcontractors) is revoked or rescinded, or if Contractor is violating any of the conditions or agreements of this Agreement, or has executed this Agreement in bad faith, Company may, without prejudice to any other rights or remedies it may have at law or equity as a result thereof, notify Contractor to discontinue any or all of the Work and terminate this Agreement in whole or part. In the event that Section 365(a) of the Bankruptcy Code or some successor law gives Contractor as debtor-in-possession the right to either accept or reject this Agreement, then Contractor agrees to file an appropriate motion with the Bankruptcy Court to either accept or reject this Agreement within twenty (20) days of the entry of the Order for Relief in the bankruptcy proceeding. Contractor and Company acknowledge and agree that said twenty (20) day period is reasonable under the circumstances. Contractor and Company also agree that if Company has not received notice that Contractor has filed a motion with the Bankruptcy Court to accept or reject this Agreement within said twenty (20) day period, then Company may file a motion with the Bankruptcy Court asking that this Agreement be accepted or rejected, and Contractor shall not oppose such motion.

18.03 Effect of Termination for Contractor's Breach: The expenses of completing the Work in excess of the unpaid portion of the Contract Price, together with any damages suffered by Company, shall be paid by Contractor, and Company shall have the right to set off such amounts from amounts due to Contractor. Company shall not be required to obtain the lowest figures for completing the Work but may make such expenditures as in its sole judgment shall best accomplish such completion.

18.04 Termination for Company's Convenience: Company may terminate this Agreement in whole or in part for its own convenience by fifteen (15) days' written notice at any time, with or without cause. In such event, Company shall pay Contractor all actual direct labor costs incurred on the Work prior to such notice, plus any reasonable unavoidable cancellation costs which Contractor may incur as a result of such termination.

ARTICLE 19 PUBLICITY

Contractor shall not issue news releases, publicize or issue advertising pertaining to the Work or this Agreement without first obtaining the written approval of Company.

ARTICLE 20 CONFIDENTIAL INFORMATION

All information relating to the Work or the business of Company, including, but not limited to, drawings and specifications relating to the Work, shall be held in confidence by Contractor and shall not be used by Contractor for any purpose other than for the performance of the Work or as authorized in writing by Company. All drawings, specifications, or documents furnished by Company to Contractor or developed in connection with the Work shall either be destroyed or returned to Company (including any copies thereof) upon request at any time.

ARTICLE 21 INCIDENTAL/CONSEQUENTIAL DAMAGES

Other than with respect to a force majeure as provided in Article 5 and Contractor's compliance therewith, Company expressly reserves its right to seek all incidental and/or consequential damages that may arise from the scope of Work of Contractor's performance and/or non-

Contract No. 19128

performance herein or regarding any of Contractor's employees, sub-contractors, agents and/or representatives; provided, however, that in no event shall Contractor have the right to assert any claims of incidental and/or consequential damages against Company.

ARTICLE 22 MISCELLANEOUS

22.01 Waiver: No waiver by Company of any provision herein or of a breach of any provision shall constitute a waiver of any other breach or of any other provision.

22.02 Headings: The headings of Articles, Sections, Paragraphs, and other parts of this Agreement are for convenience only and do not define, limit, or construe the contents thereof.

22.03 Severability: If any provision of this Agreement shall be held invalid under law, such invalidity shall not affect any other provision or provisions hereof which are otherwise valid.

22.04 State Law Governing Agreement; Consent to Jurisdiction: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to its principles of conflicts of laws. The site of any legal actions between the parties shall be held in state and/or federal court in Louisville, Kentucky.

22.05 Enforcement of Rights: Company shall have the right to recover from Contractor all expenses, including but not limited to fees for inside or outside counsel hired by Company, arising out of Contractor's breach of this Agreement or any other action by Company to enforce or defend Company's rights hereunder.

22.06 No Third Party Beneficiaries: Except for Contractor and Company, there are no intended third party beneficiaries of this Agreement and none may rely on this Agreement in making a claim against Company.

22.07 Notices: All notices and communications respecting this Agreement shall be in writing, shall be identified by the contract number, shall be designated for LG&B and KU Services Company, or the appropriate Affiliate, and shall be addressed as follows (which address either party may change upon five (5) days prior notice to the other party):

To Company:

To Contractor:

LG&B and KU Services Company
Attn: Manager, Supply Chain
P.O. Box 32020
Louisville, Kentucky 40232

QDR Consultants Co.
Attn: Krystal Lendon
3071 Pearl Road
Medina, OH 44256
Fax No. 330-722-2735

ARTICLE 23 LIABILITY OF AFFILIATES

Any and all liabilities of LG&B and KU Services Company and/or its Affiliates under this Agreement shall be several but not joint.

Contract No. 19128

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

LG&E AND KU SERVICES COMPANY QDRO Consultants Co.
(Contractor)

William K. Wadford
Signature

Krystal Lendon
Signature

William K. Wadford
Name (Please Print)

Krystal Lendon
Name (Please Print)

Manager Supply Chain
Title

VP, Director of Client Relationships
Title

3-26-2013
Date

4/10/13
Date

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Request for Information
Dated November 14, 2014**

Case No. 2014-00371

Question No. 50

Responding Witness: Valerie L. Scott

- Q-50. Provide a detailed analysis of expenses for professional services during the most recent 12-month period for which information is available at the time the application is filed, as shown in Schedule 50, and all workpapers supporting the analysis. At a minimum, the workpapers should show the payee, dollar amount, reference (i.e., voucher no., etc.), account charged, hourly rates and time charged to the company according to each invoice, and a description of the services provided.
- A-50. See attached for the information requested which is available in the Company's accounting system. Unique document reference information is maintained in the Company's accounting records. When a vendor does not supply an invoice number, reference numbers are assigned by the Company to identify the transaction. The balance of the requested information, to the extent available, is reflected in the invoice submitted by the vendor.

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1	Accounting	ERNST & YOUNG LLP		13,667.00		13,667.00	923101	J007-0020-1113 Adjustment USD	Internal Controls Review and testing	NOV-2013
2	Accounting	ERNST & YOUNG LLP		37,783.00		37,783.00	923101	J007-0020-1113 Adjustment USD	A1 - Audit YE Consolidated	NOV-2013
3	Accounting	ERNST & YOUNG LLP		13,667.00		13,667.00	923101	J007-0020-1213 Adjustment USD	Internal Controls Review and testing	DEC-2013
4	Accounting	ERNST & YOUNG LLP		37,783.00		37,783.00	923101	J007-0020-1213 Adjustment USD	A1 - Audit YE Consolidated	DEC-2013
5	Accounting	ERNST & YOUNG LLP		14,333.00		14,333.00	923101	J007-0020-0114 Adjustment USD	Internal Controls Review and testing	JAN-2014
6	Accounting	ERNST & YOUNG LLP		39,417.00		39,417.00	923101	J007-0020-0114 Adjustment USD	A1 - Audit YE Consolidated	JAN-2014
7	Accounting	ERNST & YOUNG LLP		14,333.00		14,333.00	923101	J007-0020-0214 Adjustment USD	Internal Controls Review and testing	FEB-2014
8	Accounting	ERNST & YOUNG LLP		39,417.00		39,417.00	923101	J007-0020-0214 Adjustment USD	A1 - Audit YE Consolidated	FEB-2014
9	Accounting	ERNST & YOUNG LLP		14,333.00		14,333.00	923101	J007-0020-0314 Adjustment USD	Internal Controls Review and testing	MAR-2014
10	Accounting	ERNST & YOUNG LLP		39,417.00		39,417.00	923101	J007-0020-0314 Adjustment USD	A1 - Audit YE Consolidated	MAR-2014
11	Accounting	ERNST & YOUNG LLP		14,333.00		14,333.00	923101	J007-0020-0414 Adjustment USD	Internal Controls Review and testing	APR-2014
12	Accounting	ERNST & YOUNG LLP		39,417.00		39,417.00	923101	J007-0020-0414 Adjustment USD	A1 - Audit YE Consolidated	APR-2014
13	Accounting	ERNST & YOUNG LLP		14,333.00		14,333.00	923101	J007-0020-0514 Adjustment USD	Internal Controls Review and testing	MAY-2014
14	Accounting	ERNST & YOUNG LLP		39,417.00		39,417.00	923101	J007-0020-0514 Adjustment USD	A1 - Audit YE Consolidated	MAY-2014
15	Accounting	ERNST & YOUNG LLP		14,333.00		14,333.00	923101	J007-0020-0614 Adjustment USD	Internal Controls Review and testing	JUN-2014
16	Accounting	ERNST & YOUNG LLP		39,417.00		39,417.00	923101	J007-0020-0614 Adjustment USD	A1 - Audit YE Consolidated	JUN-2014
17	Accounting	ERNST & YOUNG LLP		14,333.00		14,333.00	923101	J007-0020-0714 Adjustment USD	Internal Controls Review and testing	JUL-2014
18	Accounting	ERNST & YOUNG LLP		39,417.00		39,417.00	923101	J007-0020-0714 Adjustment USD	A1 - Audit YE Consolidated	JUL-2014
19	Accounting	ERNST & YOUNG LLP		14,333.00		14,333.00	923101	J007-0020-0814 Adjustment USD	Internal Controls Review and testing	AUG-2014
20	Accounting	ERNST & YOUNG LLP		39,417.00		39,417.00	923101	J007-0020-0814 Adjustment USD	A1 - Audit YE Consolidated	AUG-2014
21	Accounting	ERNST & YOUNG LLP		14,333.00		14,333.00	923101	J007-0020-0914 Adjustment USD	Internal Controls Review and testing	SEP-2014
22	Accounting	ERNST & YOUNG LLP		39,417.00		39,417.00	923101	J007-0020-0914 Adjustment USD	A1 - Audit YE Consolidated	SEP-2014
23	Accounting	ERNST & YOUNG LLP		14,333.00		14,333.00	923101	J007-0020-1014 Adjustment USD	Internal Controls Review and testing	OCT-2014
24	Accounting	ERNST & YOUNG LLP		39,417.00		39,417.00	923101	J007-0020-1014 Adjustment USD	A1 - Audit YE Consolidated	OCT-2014
25	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER120113	COD SLR PO# 67158	FEB-2014
26	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER010114	Monthly Tax and Accounting Services	FEB-2014
27	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER020114	Monthly Tax and Accounting Services	MAR-2014
28	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER030114	Monthly Tax and Accounting Services	APR-2014
29	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER040114	Monthly Tax and Accounting Services	MAY-2014
30	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER050114	Monthly Tax and Accounting Services	JUN-2014
31	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER060114	Monthly Tax and Accounting Services	JUL-2014
32	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER080114	Monthly Tax and Accounting Services	AUG-2014
33	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER090114	Monthly Tax and Accounting Services	SEP-2014
34	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER100114	Monthly Tax and Accounting Services	OCT-2014
35	Accounting	STROTHMAN & COMPANY PSC		3,714.00		3,714.00	923301	J007-0020-0114 Adjustment USD	Strothman Audit Fees	JAN-2014
36	Accounting	STROTHMAN & COMPANY PSC		928.75		928.75	923301	J007-0020-0414 Adjustment USD	Strothman Audit Fees	APR-2014
37	Accounting	STROTHMAN & COMPANY PSC		2,321.38		2,321.38	923301	J007-0020-0714 Adjustment USD	Strothman Audit Fees	JUL-2014
38	Accounting	STROTHMAN & COMPANY PSC		2,321.38		2,321.38	923301	J007-0020-1014 Adjustment USD	Strothman Audit Fees	OCT-2014
39	Accounting Total			649,685.51	7,000.00	656,685.51				
40	Engineering	CATALYST AIR MANAGEMENT INC			20,100.00	20,100.00	923100	2014038	-RATA TESTING FOR BROWN STATION INV. 2014-038 DATED 4/15/14	MAY-2014
41	Engineering	CATALYST AIR MANAGEMENT INC			66,500.00	66,500.00	923100	2014036	-RATA TESTING FOR BROWN STATION INV. 2014-036 DATED 4/15/14	MAY-2014
42	Engineering	DESIGN COLLABORATIVE INC			50.00	50.00	923900	20131001	-DESIGN SERVICES VARIOUS PROJECTS AS PER INV #2013-10-01 DATED 11/4/2013	NOV-2013
43	Engineering	DESIGN COLLABORATIVE INC			253.35	253.35	923900	20131001	-DESIGN SERVICES VARIOUS PROJECTS AS PER INV #2013-10-01 DATED 11/4/2013	NOV-2013
44	Engineering	DESIGN COLLABORATIVE INC			3,531.25	3,531.25	923900	20131001	-DESIGN SERVICES VARIOUS PROJECTS AS PER INV #2013-10-01 DATED 11/4/2013	NOV-2013
45	Engineering	DESIGN COLLABORATIVE INC			15,722.51	15,722.51	923900	20131101	-INV 2-13-11-01 - DESIGN SERVICES	JAN-2014
46	Engineering	DESIGN COLLABORATIVE INC			2,668.75	2,668.75	923900	20140101	-DESIGN/PLANNING SERVICES FOR VARIOUS PROJECTS AND SPACE PLANNING	MAR-2014
47	Engineering	DESIGN COLLABORATIVE INC			3,093.75	3,093.75	923900	20140201	-FEBRUARY 2014 DESIGN / PLANNING SERVICES FOR VARIOUS PROJECTS (INV #2014-0201)	MAR-2014
48	Engineering	DESIGN COLLABORATIVE INC			53.50	53.50	923900	20140301	-Design work for various projects incl: LG&E Renovation; Bats Suite, TC, Stone Rd, Mt Sterling & Somerset	APR-2014
49	Engineering	DESIGN COLLABORATIVE INC			3,343.50	3,343.50	923900	20140301	-Design work for various projects incl: LG&E Renovation; Bats Suite, TC, Stone Rd, Mt Sterling & Somerset	APR-2014
50	Engineering	DESIGN COLLABORATIVE INC			48.37	48.37	923900	20140401	-Inv #2014-0401; Design Services - Sherry Maraman and Debbie Biven	MAY-2014
51	Engineering	DESIGN COLLABORATIVE INC			128.25	128.25	923900	20140501	-Inv #2014-0501 for design services Sherry Maraman and Debbie Biven	JUN-2014
52	Engineering	GANNETT FLEMING INC			137.61	137.61	923900	0572461311030	Gannett Fleming - Inv #057246 1311030 Dept Cons SVCS-Reallocation	DEC-2013
53	Engineering	MICROBAC LABORATORIES INC			3,651.05	3,651.05	923900	EA4H01053	-invoice #EA4H01053 - lab analysis	SEP-2014
54	Engineering	MICROBAC LABORATORIES INC			5,476.25	5,476.25	923900	EA4H01339	-invoice #EA4H01339 - lab analysis	SEP-2014
55	Engineering	LUCKETT AND FARLEY			(45,717.00)	(45,717.00)	923900	Reverses "J703-0020-1013 Adjustment USD"	SERVCO Manual Accrual	NOV-2013
56	Engineering	LUCKETT AND FARLEY			46,696.65	46,696.65	923900	2013221002	PROFESSIONAL SERVICES - FACILITY MASTER PLAN Additional SIGMA travel required to split collaborative master facility planner meeting into two separate blocks of weekly individual meetings as per invoice 2013.221.00-4 dated 12/30/2013	DEC-2013
57	Engineering	LUCKETT AND FARLEY			1,000.00	1,000.00	923900	2013221004	5 YEAR MASTER PLAN - PROFESSIONAL SERVICES AS PER CONTRACT 77626	JAN-2014
58	Engineering	LUCKETT AND FARLEY			25,525.50	25,525.50	923900	2013221003	Inv #2013 221 00 5; Additional travel for Master Facility Plan	JAN-2014
59	Engineering	LUCKETT AND FARLEY			2,050.00	2,050.00	923900	2013221005		JUL-2014
60	Engineering Total				154,313.29	154,313.29				
61	Legal	BAKER BOTTS LLP			472.50	472.50	923100	1366284	-PROFESSIONAL SERVICES	DEC-2013
62	Legal	BAKER BOTTS LLP			2,205.00	2,205.00	923100	1369721	-PROFESSIONAL SERVICES	DEC-2013
63	Legal	BAKER BOTTS LLP			3,933.02	3,933.02	923900	1366283	-PROFESSIONAL SERVICES	DEC-2013
64	Legal	BAKER BOTTS LLP			4,795.20	4,795.20	923900	1369720	-PROFESSIONAL SERVICES	DEC-2013
65	Legal	BAKER BOTTS LLP			7,580.00	7,580.00	923100	1373555	-PROFESSIONAL SERVICES	JAN-2014
66	Legal	BAKER BOTTS LLP			239.25	239.25	923900	1377272	-PROFESSIONAL SERVICES	FEB-2014
67	Legal	BAKER BOTTS LLP			272.54	272.54	923900	1373554	-PROFESSIONAL SERVICES	FEB-2014
68	Legal	BAKER BOTTS LLP			810.00	810.00	923100	1378447	-PROFESSIONAL SERVICES	MAR-2014
69	Legal	BAKER BOTTS LLP			1,302.48	1,302.48	923900	1380373	-PROFESSIONAL SERVICES	MAR-2014
70	Legal	BAKER BOTTS LLP			17,538.60	17,538.60	923100	1378448	-PROFESSIONAL SERVICES	MAR-2014
71	Legal	BAKER BOTTS LLP			742.50	742.50	923100	1382730	-PROFESSIONAL SERVICES	APR-2014
72	Legal	BAKER BOTTS LLP			1,690.87	1,690.87	923900	1378446	-PROFESSIONAL SERVICES	APR-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
73	Legal	BAKER BOTTS LLP			7,353.60	7,353.60	923900	1382729	-PROFESSIONAL SERVICES	APR-2014
74	Legal	BAKER BOTTS LLP			8,842.50	8,842.50	923100	1382754	-PROFESSIONAL SERVICES	APR-2014
75	Legal	BAKER BOTTS LLP			405.00	405.00	923100	1386068	-PROFESSIONAL SERVICES	JUN-2014
76	Legal	BAKER BOTTS LLP			456.00	456.00	923900	1386066	-PROFESSIONAL SERVICES	JUN-2014
77	Legal	BAKER BOTTS LLP			1,012.50	1,012.50	923100	1386067	-PROFESSIONAL SERVICES	JUN-2014
78	Legal	BAKER BOTTS LLP			1,250.00	1,250.00	923100	1390963	-PROFESSIONAL SERVICES	JUN-2014
79	Legal	BAKER BOTTS LLP			5,366.40	5,366.40	923900	1390935	-PROFESSIONAL SERVICES	JUN-2014
80	Legal	BAKER BOTTS LLP			925.60	925.60	923900	1399269	-PROFESSIONAL SERVICES	JUL-2014
81	Legal	BAKER BOTTS LLP			4,168.00	4,168.00	923900	1395661	-PROFESSIONAL SERVICES	JUL-2014
82	Legal	BAKER BOTTS LLP			8,240.00	8,240.00	923100	1399270	-PROFESSIONAL SERVICES	JUL-2014
83	Legal	BAKER BOTTS LLP			420.00	420.00	923100	1403280	-PROFESSIONAL SERVICES	SEP-2014
84	Legal	BAKER BOTTS LLP			576.00	576.00	923900	1403279	-PROFESSIONAL SERVICES	SEP-2014
85	Legal	BAKER BOTTS LLP			1,190.00	1,190.00	923100	1407464	-PROFESSIONAL SERVICES	SEP-2014
86	Legal	BAKER BOTTS LLP			3,321.50	3,321.50	923900	1403281	-PROFESSIONAL SERVICES	SEP-2014
87	Legal	BAKER BOTTS LLP			9,596.80	9,596.80	923900	1407463	-PROFESSIONAL SERVICES	SEP-2014
88	Legal	BAKER BOTTS LLP			20,749.12	20,749.12	923900	1399271	-PROFESSIONAL SERVICES	SEP-2014
89	Legal	BINGHAM GREENBAUM DOLL PLLC			44.08	44.08	923900	4285400	-PROFESSIONAL SERVICES	JAN-2014
90	Legal	BINGHAM GREENBAUM DOLL PLLC			274.97	274.97	923900	4285401	-PROFESSIONAL SERVICES	JAN-2014
91	Legal	BINGHAM GREENBAUM DOLL PLLC			738.00	738.00	923900	4285399	-PROFESSIONAL SERVICES	JAN-2014
92	Legal	BINGHAM GREENBAUM DOLL PLLC			994.95	994.95	923100	4285403	-PROFESSIONAL SERVICES	JAN-2014
93	Legal	BINGHAM GREENBAUM DOLL PLLC			2,707.14	2,707.14	923900	4285389	-PROFESSIONAL SERVICES	JAN-2014
94	Legal	BINGHAM GREENBAUM DOLL PLLC			30.15	30.15	923100	4291303	-PROFESSIONAL SERVICES	MAR-2014
95	Legal	BINGHAM GREENBAUM DOLL PLLC			37.99	37.99	923900	4288732	-PROFESSIONAL SERVICES	MAR-2014
96	Legal	BINGHAM GREENBAUM DOLL PLLC			44.08	44.08	923900	4291293	-PROFESSIONAL SERVICES	MAR-2014
97	Legal	BINGHAM GREENBAUM DOLL PLLC			182.70	182.70	923900	4288726	-PROFESSIONAL SERVICES	MAR-2014
98	Legal	BINGHAM GREENBAUM DOLL PLLC			588.36	588.36	923900	4288722	-PROFESSIONAL SERVICES	MAR-2014
99	Legal	BINGHAM GREENBAUM DOLL PLLC			1,743.98	1,743.98	923900	4288728	-PROFESSIONAL SERVICES	MAR-2014
100	Legal	BINGHAM GREENBAUM DOLL PLLC			2,445.60	2,445.60	923100	4288731	-PROFESSIONAL SERVICES	MAR-2014
101	Legal	BINGHAM GREENBAUM DOLL PLLC			4,889.30	4,889.30	923900	4291298	-PROFESSIONAL SERVICES	MAR-2014
102	Legal	BINGHAM GREENBAUM DOLL PLLC			44.08	44.08	923900	4293675	-PROFESSIONAL SERVICES	MAY-2014
103	Legal	BINGHAM GREENBAUM DOLL PLLC			204.82	204.82	923900	4296392	-PROFESSIONAL SERVICES	JUN-2014
104	Legal	BINGHAM GREENBAUM DOLL PLLC			2,491.13	2,491.13	923900	4293845	-PROFESSIONAL SERVICES	JUN-2014
105	Legal	BINGHAM GREENBAUM DOLL PLLC			4,083.45	4,083.45	923900	4296590	-PROFESSIONAL SERVICES	JUN-2014
106	Legal	BINGHAM GREENBAUM DOLL PLLC			7,256.01	7,256.01	923900	4296592	-PROFESSIONAL SERVICES	JUN-2014
107	Legal	BINGHAM GREENBAUM DOLL PLLC			110.02	110.02	923900	4300005	-PROFESSIONAL SERVICES	JUL-2014
108	Legal	BINGHAM GREENBAUM DOLL PLLC			282.43	282.43	923900	4299827	-PROFESSIONAL SERVICES	JUL-2014
109	Legal	BINGHAM GREENBAUM DOLL PLLC			2,671.92	2,671.92	923900	4302927	-PROFESSIONAL SERVICES	JUL-2014
110	Legal	BINGHAM GREENBAUM DOLL PLLC			3,992.82	3,992.82	923900	4299836	-PROFESSIONAL SERVICES	JUL-2014
111	Legal	BINGHAM GREENBAUM DOLL PLLC			8,312.76	8,312.76	923900	4302923	-PROFESSIONAL SERVICES	JUL-2014
112	Legal	BINGHAM GREENBAUM DOLL PLLC			39.69	39.69	923900	4304735	-PROFESSIONAL SERVICES	SEP-2014
113	Legal	BINGHAM GREENBAUM DOLL PLLC			198.45	198.45	923900	4308077	-PROFESSIONAL SERVICES	SEP-2014
114	Legal	BINGHAM GREENBAUM DOLL PLLC			218.29	218.29	923900	4304637	-PROFESSIONAL SERVICES	SEP-2014
115	Legal	BINGHAM GREENBAUM DOLL PLLC			5,988.35	5,988.35	923900	4308073	-PROFESSIONAL SERVICES	SEP-2014
116	Legal	BINGHAM GREENBAUM DOLL PLLC			7,909.23	7,909.23	923900	4304632	-PROFESSIONAL SERVICES	SEP-2014
117	Legal	BRACEWELL AND GIULIANI LLP			1,796.26	1,796.26	923900	21566065	-PROFESSIONAL SERVICES	DEC-2013
118	Legal	BRACEWELL AND GIULIANI LLP			5,373.03	5,373.03	923900	21562559	-PROFESSIONAL SERVICES	DEC-2013
119	Legal	BRACEWELL AND GIULIANI LLP			317.79	317.79	923900	21569045	-PROFESSIONAL SERVICES	JAN-2014
120	Legal	BRACEWELL AND GIULIANI LLP			103.95	103.95	923900	21574095	-PROFESSIONAL SERVICES	MAR-2014
121	Legal	BRACEWELL AND GIULIANI LLP			479.36	479.36	923900	21571376	-PROFESSIONAL SERVICES	MAR-2014
122	Legal	BRACEWELL AND GIULIANI LLP			3,238.70	3,238.70	923900	21574097	-PROFESSIONAL SERVICES	MAR-2014
123	Legal	BRACEWELL AND GIULIANI LLP			963.25	963.25	923900	21576810	-PROFESSIONAL SERVICES	APR-2014
124	Legal	BRACEWELL AND GIULIANI LLP			3,054.44	3,054.44	923900	91581084	-PROFESSIONAL SERVICES	JUN-2014
125	Legal	BRACEWELL AND GIULIANI LLP			20,997.90	20,997.90	923100	21580660	-PROFESSIONAL SERVICES	JUN-2014
126	Legal	BRYAN CAVE LLP			311.85	311.85	923900	10308791	-PROFESSIONAL SERVICES	APR-2014
127	Legal	CHRISTIAN AND BARTON LLP			1,951.76	1,951.76	923100	269561	-PROFESSIONAL SERVICES	JUL-2014
128	Legal	CHRISTIAN AND BARTON LLP			1,357.00	1,357.00	923100	270162	-PROFESSIONAL SERVICES	AUG-2014
129	Legal	CHRISTIAN AND BARTON LLP			429.28	429.28	923100	270923	-PROFESSIONAL SERVICES	OCT-2014
130	Legal	CHRISTIAN AND BARTON LLP			1,227.75	1,227.75	923100	270425	-PROFESSIONAL SERVICES	OCT-2014
131	Legal	Corporate Accounting			(116.48)	(116.48)	923100	J017-0020-1213 Adjustment USD	Refund from The Hartford for legal fees	DEC-2013
132	Legal	Corporate Accounting			(148.60)	(148.60)	923100	J017-0020-1213 Adjustment USD	Refund from The Hartford for legal fees	DEC-2013
133	Legal	Corporate Accounting			(152.70)	(152.70)	923100	J017-0020-1213 Adjustment USD	Refund from The Hartford for legal fees	DEC-2013
134	Legal	Corporate Accounting			(153.44)	(153.44)	923100	J017-0020-1213 Adjustment USD	Refund from The Hartford for legal fees	DEC-2013
135	Legal	Corporate Accounting			(194.70)	(194.70)	923100	J017-0020-1213 Adjustment USD	Refund from The Hartford for legal fees	DEC-2013
136	Legal	Corporate Accounting			(568.97)	(568.97)	923100	J017-0020-1213 Adjustment USD	Refund from The Hartford for legal fees	DEC-2013
137	Legal	Corporate Accounting			(1,622.35)	(1,622.35)	923100	J017-0020-1213 Adjustment USD	Refund from The Hartford for legal fees	DEC-2013
138	Legal	Corporate Accounting			(1,880.21)	(1,880.21)	923100	J017-0020-1213 Adjustment USD	Refund from The Hartford for legal fees	DEC-2013
139	Legal	Corporate Accounting			(4,779.88)	(4,779.88)	923100	J017-0020-1213 Adjustment USD	Reimbursement of legal fees - Gallagher Bassett	DEC-2013
140	Legal	DENTONS US LLP			1,092.70	1,092.70	923100	1532396	-PROFESSIONAL SERVICES	FEB-2014
141	Legal	DINSMORE AND SHOHL LLP			1,438.26	1,438.26	923100	3129923	-PROFESSIONAL SERVICES	DEC-2013
142	Legal	DINSMORE AND SHOHL LLP			6,450.49	6,450.49	923900	3131164	-PROFESSIONAL SERVICES	DEC-2013
143	Legal	EMMET MARVIN AND MARTIN LLP			1,199.81	1,199.81	923100	382859A	-PROFESSIONAL SERVICES	DEC-2013
144	Legal	FISHER AND PHILLIPS LLP			31.59	31.59	923900	824160	-PROFESSIONAL SERVICES	DEC-2013
145	Legal	FISHER AND PHILLIPS LLP			82.85	82.85	923900	820984	-PROFESSIONAL SERVICES	DEC-2013

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
146	Legal	FISHER AND PHILLIPS LLP			457.22	457.22	923900	824406	-PROFESSIONAL SERVICES	DEC-2013
147	Legal	FISHER AND PHILLIPS LLP			660.45	660.45	923900	814619	-PROFESSIONAL SERVICES	DEC-2013
148	Legal	FISHER AND PHILLIPS LLP			705.25	705.25	923900	815872	-PROFESSIONAL SERVICES	DEC-2013
149	Legal	FISHER AND PHILLIPS LLP			31.59	31.59	923900	819098	-PROFESSIONAL SERVICES	FEB-2014
150	Legal	FISHER AND PHILLIPS LLP			171.65	171.65	923900	830319	-PROFESSIONAL SERVICES	FEB-2014
151	Legal	FISHER AND PHILLIPS LLP			1,107.16	1,107.16	923900	841313	-PROFESSIONAL SERVICES	APR-2014
152	Legal	FISHER AND PHILLIPS LLP			1,536.80	1,536.80	923900	835437	-PROFESSIONAL SERVICES	APR-2014
153	Legal	FISHER AND PHILLIPS LLP			2,847.52	2,847.52	923900	842618	-PROFESSIONAL SERVICES	APR-2014
154	Legal	FISHER AND PHILLIPS LLP			3,499.29	3,499.29	923900	835432	-PROFESSIONAL SERVICES	APR-2014
155	Legal	FISHER AND PHILLIPS LLP			5,013.00	5,013.00	923100	841200	-PROFESSIONAL SERVICES	APR-2014
156	Legal	FISHER AND PHILLIPS LLP			73.85	73.85	923100	845977	-PROFESSIONAL SERVICES	MAY-2014
157	Legal	FISHER AND PHILLIPS LLP			92.22	92.22	923900	845993	-PROFESSIONAL SERVICES	MAY-2014
158	Legal	FISHER AND PHILLIPS LLP			118.72	118.72	923900	845985	-PROFESSIONAL SERVICES	MAY-2014
159	Legal	FISHER AND PHILLIPS LLP			15.37	15.37	923900	857295	-PROFESSIONAL SERVICES	JUN-2014
160	Legal	FISHER AND PHILLIPS LLP			17.16	17.16	923900	857298	-PROFESSIONAL SERVICES	JUN-2014
161	Legal	FISHER AND PHILLIPS LLP			174.90	174.90	923900	857296	-PROFESSIONAL SERVICES	JUN-2014
162	Legal	FISHER AND PHILLIPS LLP			192.39	192.39	923900	852462	-PROFESSIONAL SERVICES	JUN-2014
163	Legal	FISHER AND PHILLIPS LLP			552.76	552.76	923900	852476	-PROFESSIONAL SERVICES	JUN-2014
164	Legal	FISHER AND PHILLIPS LLP			209.88	209.88	923900	862642	-PROFESSIONAL SERVICES	AUG-2014
165	Legal	FISHER AND PHILLIPS LLP			226.31	226.31	923900	862433	-PROFESSIONAL SERVICES	AUG-2014
166	Legal	FISHER AND PHILLIPS LLP			234.00	234.00	923900	862655	-PROFESSIONAL SERVICES	AUG-2014
167	Legal	FISHER AND PHILLIPS LLP			1,056.00	1,056.00	923100	862649	-PROFESSIONAL SERVICES	AUG-2014
168	Legal	FISHER AND PHILLIPS LLP			20.00	20.00	923100	868983	-PROFESSIONAL SERVICES	OCT-2014
169	Legal	FISHER AND PHILLIPS LLP			297.33	297.33	923900	873492	-PROFESSIONAL SERVICES	OCT-2014
170	Legal	FISHER AND PHILLIPS LLP			549.08	549.08	923900	866122	-PROFESSIONAL SERVICES	OCT-2014
171	Legal	FISHER AND PHILLIPS LLP			738.40	738.40	923900	873493	-PROFESSIONAL SERVICES	OCT-2014
172	Legal	FISHER AND PHILLIPS LLP			770.36	770.36	923900	866108	-PROFESSIONAL SERVICES	OCT-2014
173	Legal	FOLEY AND MANSFIELD PLLP			966.40	966.40	923900	940432	-PROFESSIONAL SERVICES	NOV-2013
174	Legal	FOLEY AND MANSFIELD PLLP			448.50	448.50	923100	984639	-PROFESSIONAL SERVICES	APR-2014
175	Legal	FOLEY AND MANSFIELD PLLP			850.91	850.91	923100	996361	-PROFESSIONAL SERVICES	APR-2014
176	Legal	FOLEY AND MANSFIELD PLLP			308.83	308.83	923100	1006225	-PROFESSIONAL SERVICES	MAY-2014
177	Legal	FOLEY AND MANSFIELD PLLP			55.00	55.00	923100	1019223	-PROFESSIONAL SERVICES	JUN-2014
178	Legal	FOLEY AND MANSFIELD PLLP			13.52	13.52	923100	1036620	-PROFESSIONAL SERVICES	SEP-2014
179	Legal	Forecast & Budgeting - Corporate			(660.45)	(660.45)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 814619	NOV-2013
180	Legal	Forecast & Budgeting - Corporate			(705.24)	(705.24)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 815872	NOV-2013
181	Legal	Forecast & Budgeting - Corporate			(149.82)	(149.82)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 1530516	NOV-2013
182	Legal	Forecast & Budgeting - Corporate			(331.18)	(331.18)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 10856527	NOV-2013
183	Legal	Forecast & Budgeting - Corporate			(405.95)	(405.95)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 10855393	NOV-2013
184	Legal	Forecast & Budgeting - Corporate			(546.00)	(546.00)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 1062/10026/23	NOV-2013
185	Legal	Forecast & Budgeting - Corporate			(681.73)	(681.73)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 1530526	NOV-2013
186	Legal	Forecast & Budgeting - Corporate			(702.00)	(702.00)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 10849293	NOV-2013
187	Legal	Forecast & Budgeting - Corporate			(738.15)	(738.15)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 32622646	NOV-2013
188	Legal	Forecast & Budgeting - Corporate			(764.05)	(764.05)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 32622643	NOV-2013
189	Legal	Forecast & Budgeting - Corporate			(916.40)	(916.40)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 763651	NOV-2013
190	Legal	Forecast & Budgeting - Corporate			(1,008.00)	(1,008.00)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 32618980	NOV-2013
191	Legal	Forecast & Budgeting - Corporate			(1,134.00)	(1,134.00)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 32618986	NOV-2013
192	Legal	Forecast & Budgeting - Corporate			(1,189.50)	(1,189.50)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 764044	NOV-2013
193	Legal	Forecast & Budgeting - Corporate			(1,436.24)	(1,436.24)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 764041	NOV-2013
194	Legal	Forecast & Budgeting - Corporate			(1,891.50)	(1,891.50)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 10844472	NOV-2013
195	Legal	Forecast & Budgeting - Corporate			(2,010.74)	(2,010.74)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 764041	NOV-2013
196	Legal	Forecast & Budgeting - Corporate			(2,202.24)	(2,202.24)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 764041	NOV-2013
197	Legal	Forecast & Budgeting - Corporate			(2,509.50)	(2,509.50)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 32618979	NOV-2013
198	Legal	Forecast & Budgeting - Corporate			(4,267.90)	(4,267.90)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 763806	NOV-2013
199	Legal	Forecast & Budgeting - Corporate			(4,980.90)	(4,980.90)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 764085	NOV-2013
200	Legal	Forecast & Budgeting - Corporate			(4,994.03)	(4,994.03)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 1530518	NOV-2013
201	Legal	Forecast & Budgeting - Corporate			(5,279.40)	(5,279.40)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 763649	NOV-2013
202	Legal	Forecast & Budgeting - Corporate			(6,764.05)	(6,764.05)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 763802	NOV-2013
203	Legal	Forecast & Budgeting - Corporate			(7,451.82)	(7,451.82)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 763808	NOV-2013
204	Legal	Forecast & Budgeting - Corporate			(7,565.60)	(7,565.60)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 1530517	NOV-2013
205	Legal	Forecast & Budgeting - Corporate			(9,446.76)	(9,446.76)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 763764	NOV-2013
206	Legal	Forecast & Budgeting - Corporate			(10,904.42)	(10,904.42)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 1525256	NOV-2013
207	Legal	Forecast & Budgeting - Corporate			(22,523.06)	(22,523.06)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual, Invoice 1532235	NOV-2013
208	Legal	Forecast & Budgeting - Corporate			90.10	90.10	923900	J705-0020-0414 Adjustment USD	Legal Accrual, Invoice 845993	APR-2014
209	Legal	Forecast & Budgeting - Corporate			115.99	115.99	923900	J705-0020-0414 Adjustment USD	Legal Accrual, Invoice 845985	APR-2014
210	Legal	Forecast & Budgeting - Corporate			(92.22)	(92.22)	923900	Reverses "J705-0020-0414 Adjustment USD"	Legal Accrual, Invoice 845993	MAY-2014
211	Legal	Forecast & Budgeting - Corporate			(118.72)	(118.72)	923900	Reverses "J705-0020-0414 Adjustment USD"	Legal Accrual, Invoice 845985	MAY-2014
212	Legal	Forecast & Budgeting - Corporate			(770.35)	(770.35)	923900	Reverses "J705-0020-0814 Adjustment USD"	Legal Accrual, Invoice 866108	SEP-2014
213	Legal	Forecast & Budgeting - Corporate			770.36	770.36	923900	J705-0020-0914 Adjustment USD	Legal Accrual, Invoice 866108	SEP-2014
214	Legal	Forecast & Budgeting - Corporate			664.89	664.89	923900	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice 883670	OCT-2014
215	Legal	Forecast & Budgeting - Corporate			19.00	19.00	923100	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794103	OCT-2014
216	Legal	Forecast & Budgeting - Corporate			30.24	30.24	923900	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice 4310915	OCT-2014
217	Legal	Forecast & Budgeting - Corporate			40.00	40.00	923100	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10924932	OCT-2014
218	Legal	Forecast & Budgeting - Corporate			51.99	51.99	923900	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616447	OCT-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
219	Legal	Forecast & Budgeting - Corporate			63.95	63.95	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616453	OCT-2014
220	Legal	Forecast & Budgeting - Corporate			83.16	83.16	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10174972	OCT-2014
221	Legal	Forecast & Budgeting - Corporate			96.65	96.65	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794110	OCT-2014
222	Legal	Forecast & Budgeting - Corporate			131.80	131.80	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794104	OCT-2014
223	Legal	Forecast & Budgeting - Corporate			156.60	156.60	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794115	OCT-2014
224	Legal	Forecast & Budgeting - Corporate			159.88	159.88	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616462	OCT-2014
225	Legal	Forecast & Budgeting - Corporate			170.91	170.91	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616448	OCT-2014
226	Legal	Forecast & Budgeting - Corporate			173.24	173.24	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616454	OCT-2014
227	Legal	Forecast & Budgeting - Corporate			218.00	218.00	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 271511	OCT-2014
228	Legal	Forecast & Budgeting - Corporate			255.81	255.81	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616463	OCT-2014
229	Legal	Forecast & Budgeting - Corporate			270.27	270.27	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10176020	OCT-2014
230	Legal	Forecast & Budgeting - Corporate			316.80	316.80	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794099	OCT-2014
231	Legal	Forecast & Budgeting - Corporate			338.00	338.00	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10922645	OCT-2014
232	Legal	Forecast & Budgeting - Corporate			560.00	560.00	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1411303	OCT-2014
233	Legal	Forecast & Budgeting - Corporate			565.98	565.98	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10922647	OCT-2014
234	Legal	Forecast & Budgeting - Corporate			580.89	580.89	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 19385031	OCT-2014
235	Legal	Forecast & Budgeting - Corporate			617.50	617.50	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 792300	OCT-2014
236	Legal	Forecast & Budgeting - Corporate			630.50	630.50	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 4310886	OCT-2014
237	Legal	Forecast & Budgeting - Corporate			639.52	639.52	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616466	OCT-2014
238	Legal	Forecast & Budgeting - Corporate			645.24	645.24	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616449	OCT-2014
239	Legal	Forecast & Budgeting - Corporate			697.60	697.60	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794108	OCT-2014
240	Legal	Forecast & Budgeting - Corporate			815.40	815.40	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794109	OCT-2014
241	Legal	Forecast & Budgeting - Corporate			841.14	841.14	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10922332	OCT-2014
242	Legal	Forecast & Budgeting - Corporate			896.00	896.00	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1411302	OCT-2014
243	Legal	Forecast & Budgeting - Corporate			910.05	910.05	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10178381	OCT-2014
244	Legal	Forecast & Budgeting - Corporate			933.53	933.53	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 287504	OCT-2014
245	Legal	Forecast & Budgeting - Corporate			933.53	933.53	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 287505	OCT-2014
246	Legal	Forecast & Budgeting - Corporate			933.53	933.53	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 287506	OCT-2014
247	Legal	Forecast & Budgeting - Corporate			986.04	986.04	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616456	OCT-2014
248	Legal	Forecast & Budgeting - Corporate			1,063.24	1,063.24	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794105	OCT-2014
249	Legal	Forecast & Budgeting - Corporate			1,208.05	1,208.05	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794176	OCT-2014
250	Legal	Forecast & Budgeting - Corporate			1,247.06	1,247.06	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616470	OCT-2014
251	Legal	Forecast & Budgeting - Corporate			1,282.50	1,282.50	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616460	OCT-2014
252	Legal	Forecast & Budgeting - Corporate			1,310.40	1,310.40	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 440241A	OCT-2014
253	Legal	Forecast & Budgeting - Corporate			1,422.20	1,422.20	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794116	OCT-2014
254	Legal	Forecast & Budgeting - Corporate			1,446.15	1,446.15	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10168861	OCT-2014
255	Legal	Forecast & Budgeting - Corporate			1,548.70	1,548.70	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616468	OCT-2014
256	Legal	Forecast & Budgeting - Corporate			1,637.58	1,637.58	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794124	OCT-2014
257	Legal	Forecast & Budgeting - Corporate			1,712.00	1,712.00	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 3183649	OCT-2014
258	Legal	Forecast & Budgeting - Corporate			2,125.00	2,125.00	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10922686	OCT-2014
259	Legal	Forecast & Budgeting - Corporate			2,172.41	2,172.41	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10176884	OCT-2014
260	Legal	Forecast & Budgeting - Corporate			2,231.92	2,231.92	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616451	OCT-2014
261	Legal	Forecast & Budgeting - Corporate			2,235.45	2,235.45	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 15920	OCT-2014
262	Legal	Forecast & Budgeting - Corporate			2,238.32	2,238.32	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616465	OCT-2014
263	Legal	Forecast & Budgeting - Corporate			2,387.06	2,387.06	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616461	OCT-2014
264	Legal	Forecast & Budgeting - Corporate			2,586.14	2,586.14	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616464	OCT-2014
265	Legal	Forecast & Budgeting - Corporate			2,599.41	2,599.41	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794119	OCT-2014
266	Legal	Forecast & Budgeting - Corporate			2,721.05	2,721.05	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794125	OCT-2014
267	Legal	Forecast & Budgeting - Corporate			2,841.30	2,841.30	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10170775	OCT-2014
268	Legal	Forecast & Budgeting - Corporate			4,047.50	4,047.50	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794118	OCT-2014
269	Legal	Forecast & Budgeting - Corporate			4,312.44	4,312.44	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 2603908	OCT-2014
270	Legal	Forecast & Budgeting - Corporate			6,031.09	6,031.09	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 4310920	OCT-2014
271	Legal	Forecast & Budgeting - Corporate			6,334.27	6,334.27	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616459	OCT-2014
272	Legal	Forecast & Budgeting - Corporate			6,365.34	6,365.34	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10178378	OCT-2014
273	Legal	Forecast & Budgeting - Corporate			8,328.79	8,328.79	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 3171261	OCT-2014
274	Legal	Forecast & Budgeting - Corporate			9,277.27	9,277.27	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616469	OCT-2014
275	Legal	Forecast & Budgeting - Corporate			11,369.25	11,369.25	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10924934	OCT-2014
276	Legal	Forecast & Budgeting - Corporate			11,838.30	11,838.30	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616466	OCT-2014
277	Legal	Forecast & Budgeting - Corporate			12,701.96	12,701.96	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794100	OCT-2014
278	Legal	Forecast & Budgeting - Corporate			12,933.60	12,933.60	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 741-2	OCT-2014
279	Legal	Forecast & Budgeting - Corporate			14,474.27	14,474.27	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 199012095	OCT-2014
280	Legal	Forecast & Budgeting - Corporate			17,671.70	17,671.70	923100	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1616467	OCT-2014
281	Legal	Forecast & Budgeting - Corporate			19,256.59	19,256.59	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1413344	OCT-2014
282	Legal	Forecast & Budgeting - Corporate			19,724.64	19,724.64	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 794111	OCT-2014
283	Legal	Forecast & Budgeting - Corporate			26,291.65	26,291.65	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1607335	OCT-2014
284	Legal	Forecast & Budgeting - Corporate			26,318.86	26,318.86	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 1409479	OCT-2014
285	Legal	Forecast & Budgeting - Corporate			38,880.32	38,880.32	923900	7705-0020-1014 Adjustment USD	Legal Accrual, Invoice 123037	OCT-2014
286	Legal	FROST BROWN TODD LLC			215.10	215.10	923900	10856495	-PROFESSIONAL SERVICES	NOV-2013
287	Legal	FROST BROWN TODD LLC			331.17	331.17	923900	10856527	-PROFESSIONAL SERVICES	NOV-2013
288	Legal	FROST BROWN TODD LLC			109.38	109.38	923900	10862152	-PROFESSIONAL SERVICES	DEC-2013
289	Legal	FROST BROWN TODD LLC			160.00	160.00	923100	10864433	-PROFESSIONAL SERVICES	DEC-2013
290	Legal	FROST BROWN TODD LLC			199.50	199.50	923900	10864030	-PROFESSIONAL SERVICES	DEC-2013
291	Legal	FROST BROWN TODD LLC			229.50	229.50	923100	10860889	-PROFESSIONAL SERVICES	DEC-2013

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
292	Legal	FROST BROWN TODD LLC			328.01	328.01	923900	10864272	-PROFESSIONAL SERVICES	DEC-2013
293	Legal	FROST BROWN TODD LLC			367.75	367.75	923900	10864028	-PROFESSIONAL SERVICES	DEC-2013
294	Legal	FROST BROWN TODD LLC			405.95	405.95	923900	10855393	-PROFESSIONAL SERVICES	DEC-2013
295	Legal	FROST BROWN TODD LLC			599.75	599.75	923900	10864029	-PROFESSIONAL SERVICES	DEC-2013
296	Legal	FROST BROWN TODD LLC			766.02	766.02	923100	10864435	-PROFESSIONAL SERVICES	DEC-2013
297	Legal	FROST BROWN TODD LLC			1,569.38	1,569.38	923900	10860895	-PROFESSIONAL SERVICES	DEC-2013
298	Legal	FROST BROWN TODD LLC			2,204.50	2,204.50	923900	10860891	-PROFESSIONAL SERVICES	DEC-2013
299	Legal	FROST BROWN TODD LLC			4,693.21	4,693.21	923900	10862154	-PROFESSIONAL SERVICES	DEC-2013
300	Legal	FROST BROWN TODD LLC			5,350.51	5,350.51	923900	10861793	-PROFESSIONAL SERVICES	DEC-2013
301	Legal	FROST BROWN TODD LLC			9,831.68	9,831.68	923900	10865013	-PROFESSIONAL SERVICES	DEC-2013
302	Legal	FROST BROWN TODD LLC			20,632.30	20,632.30	923100	10860704	-PROFESSIONAL SERVICES	DEC-2013
303	Legal	FROST BROWN TODD LLC			41,722.00	41,722.00	923100	10864944	-PROFESSIONAL SERVICES	DEC-2013
304	Legal	FROST BROWN TODD LLC			85.50	85.50	923100	10869443	-PROFESSIONAL SERVICES	JAN-2014
305	Legal	FROST BROWN TODD LLC			317.50	317.50	923900	10869442	-PROFESSIONAL SERVICES	JAN-2014
306	Legal	FROST BROWN TODD LLC			646.00	646.00	923100	10869441	-PROFESSIONAL SERVICES	JAN-2014
307	Legal	FROST BROWN TODD LLC			160.00	160.00	923100	10873196	-PROFESSIONAL SERVICES	FEB-2014
308	Legal	FROST BROWN TODD LLC			251.25	251.25	923100	10873199	-PROFESSIONAL SERVICES	FEB-2014
309	Legal	FROST BROWN TODD LLC			4,317.45	4,317.45	923900	10873202	-PROFESSIONAL SERVICES	FEB-2014
310	Legal	FROST BROWN TODD LLC			9,296.31	9,296.31	923100	10872909	-PROFESSIONAL SERVICES	FEB-2014
311	Legal	FROST BROWN TODD LLC			42.75	42.75	923900	10876049	-PROFESSIONAL SERVICES	MAR-2014
312	Legal	FROST BROWN TODD LLC			84.00	84.00	923900	10878604	-PROFESSIONAL SERVICES	MAR-2014
313	Legal	FROST BROWN TODD LLC			171.00	171.00	923900	10876050	-PROFESSIONAL SERVICES	MAR-2014
314	Legal	FROST BROWN TODD LLC			300.50	300.50	923100	10876048	-PROFESSIONAL SERVICES	MAR-2014
315	Legal	FROST BROWN TODD LLC			658.25	658.25	923900	10878621	-PROFESSIONAL SERVICES	MAR-2014
316	Legal	FROST BROWN TODD LLC			1,102.41	1,102.41	923900	10879091	-PROFESSIONAL SERVICES	MAR-2014
317	Legal	FROST BROWN TODD LLC			1,347.58	1,347.58	923900	10878620	-PROFESSIONAL SERVICES	MAR-2014
318	Legal	FROST BROWN TODD LLC			1,961.00	1,961.00	923100	10877312	-PROFESSIONAL SERVICES	MAR-2014
319	Legal	FROST BROWN TODD LLC			2,185.85	2,185.85	923100	10878603	-PROFESSIONAL SERVICES	MAR-2014
320	Legal	FROST BROWN TODD LLC			86.38	86.38	923900	10880623	-PROFESSIONAL SERVICES	APR-2014
321	Legal	FROST BROWN TODD LLC			250.07	250.07	923900	10884303	-PROFESSIONAL SERVICES	APR-2014
322	Legal	FROST BROWN TODD LLC			266.00	266.00	923100	10884562	-PROFESSIONAL SERVICES	APR-2014
323	Legal	FROST BROWN TODD LLC			325.00	325.00	923100	10880660	-PROFESSIONAL SERVICES	APR-2014
324	Legal	FROST BROWN TODD LLC			392.75	392.75	923900	10880661	-PROFESSIONAL SERVICES	APR-2014
325	Legal	FROST BROWN TODD LLC			570.00	570.00	923100	10884306	-PROFESSIONAL SERVICES	APR-2014
326	Legal	FROST BROWN TODD LLC			1,048.79	1,048.79	923900	10884308	-PROFESSIONAL SERVICES	APR-2014
327	Legal	FROST BROWN TODD LLC			1,105.50	1,105.50	923900	10884563	-PROFESSIONAL SERVICES	APR-2014
328	Legal	FROST BROWN TODD LLC			1,667.24	1,667.24	923100	10884310	-PROFESSIONAL SERVICES	APR-2014
329	Legal	FROST BROWN TODD LLC			17,980.77	17,980.77	923900	10882574	-PROFESSIONAL SERVICES	APR-2014
330	Legal	FROST BROWN TODD LLC			174.00	174.00	923900	10889363	-PROFESSIONAL SERVICES	MAY-2014
331	Legal	FROST BROWN TODD LLC			287.75	287.75	923900	10886937	-PROFESSIONAL SERVICES	MAY-2014
332	Legal	FROST BROWN TODD LLC			340.00	340.00	923100	10889615	-PROFESSIONAL SERVICES	MAY-2014
333	Legal	FROST BROWN TODD LLC			423.50	423.50	923900	10886936	-PROFESSIONAL SERVICES	MAY-2014
334	Legal	FROST BROWN TODD LLC			659.03	659.03	923900	10890025	-PROFESSIONAL SERVICES	MAY-2014
335	Legal	FROST BROWN TODD LLC			1,945.50	1,945.50	923900	10889616	-PROFESSIONAL SERVICES	MAY-2014
336	Legal	FROST BROWN TODD LLC			2,473.70	2,473.70	923900	10890027	-PROFESSIONAL SERVICES	MAY-2014
337	Legal	FROST BROWN TODD LLC			2,498.05	2,498.05	923100	10890029	-PROFESSIONAL SERVICES	MAY-2014
338	Legal	FROST BROWN TODD LLC			227.90	227.90	923100	10895765	-PROFESSIONAL SERVICES	JUN-2014
339	Legal	FROST BROWN TODD LLC			287.62	287.62	923900	10896148	-PROFESSIONAL SERVICES	JUN-2014
340	Legal	FROST BROWN TODD LLC			370.50	370.50	923100	10898520	-PROFESSIONAL SERVICES	JUN-2014
341	Legal	FROST BROWN TODD LLC			937.30	937.30	923900	10896147	-PROFESSIONAL SERVICES	JUN-2014
342	Legal	FROST BROWN TODD LLC			2,505.50	2,505.50	923900	10895763	-PROFESSIONAL SERVICES	JUN-2014
343	Legal	FROST BROWN TODD LLC			2,822.80	2,822.80	923100	10898522	-PROFESSIONAL SERVICES	JUN-2014
344	Legal	FROST BROWN TODD LLC			3,157.22	3,157.22	923100	10896152A	-PROFESSIONAL SERVICES	JUN-2014
345	Legal	FROST BROWN TODD LLC			5,350.10	5,350.10	923100	10893603	-PROFESSIONAL SERVICES	JUN-2014
346	Legal	FROST BROWN TODD LLC			149.50	149.50	923900	10906709	-PROFESSIONAL SERVICES	JUL-2014
347	Legal	FROST BROWN TODD LLC			206.80	206.80	923100	10901488	-PROFESSIONAL SERVICES	JUL-2014
348	Legal	FROST BROWN TODD LLC			679.25	679.25	923900	10901485	-PROFESSIONAL SERVICES	JUL-2014
349	Legal	FROST BROWN TODD LLC			1,213.81	1,213.81	923900	10901484	-PROFESSIONAL SERVICES	JUL-2014
350	Legal	FROST BROWN TODD LLC			1,470.00	1,470.00	923900	10904638	-PROFESSIONAL SERVICES	JUL-2014
351	Legal	FROST BROWN TODD LLC			4,044.50	4,044.50	923900	10906710	-PROFESSIONAL SERVICES	JUL-2014
352	Legal	FROST BROWN TODD LLC			4,195.09	4,195.09	923900	10901546	-PROFESSIONAL SERVICES	JUL-2014
353	Legal	FROST BROWN TODD LLC			5,203.46	5,203.46	923900	10907832	-PROFESSIONAL SERVICES	JUL-2014
354	Legal	FROST BROWN TODD LLC			8,364.57	8,364.57	923100	10904639	-PROFESSIONAL SERVICES	JUL-2014
355	Legal	FROST BROWN TODD LLC			684.00	684.00	923100	10906934	-PROFESSIONAL SERVICES	AUG-2014
356	Legal	FROST BROWN TODD LLC			1,712.64	1,712.64	923100	10906936	-PROFESSIONAL SERVICES	AUG-2014
357	Legal	FROST BROWN TODD LLC			1,721.40	1,721.40	923100	10906932	-PROFESSIONAL SERVICES	AUG-2014
358	Legal	FROST BROWN TODD LLC			57.50	57.50	923100	10918514	-PROFESSIONAL SERVICES	SEP-2014
359	Legal	FROST BROWN TODD LLC			61.75	61.75	923900	10918512	-PROFESSIONAL SERVICES	SEP-2014
360	Legal	FROST BROWN TODD LLC			141.00	141.00	923100	10913024	-PROFESSIONAL SERVICES	SEP-2014
361	Legal	FROST BROWN TODD LLC			187.50	187.50	923100	10913023	-PROFESSIONAL SERVICES	SEP-2014
362	Legal	FROST BROWN TODD LLC			526.25	526.25	923900	10912065	-PROFESSIONAL SERVICES	SEP-2014
363	Legal	FROST BROWN TODD LLC			858.62	858.62	923100	10916590	-PROFESSIONAL SERVICES	SEP-2014
364	Legal	FROST BROWN TODD LLC			860.30	860.30	923100	10916592	-PROFESSIONAL SERVICES	SEP-2014

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
365	Legal	FROST BROWN TODD LLC			981.57	981.57	923900	10913603	-PROFESSIONAL SERVICES	SEP-2014
366	Legal	FROST BROWN TODD LLC			1,315.60	1,315.60	923900	10913602	-PROFESSIONAL SERVICES	SEP-2014
367	Legal	FROST BROWN TODD LLC			2,310.70	2,310.70	923100	10912064	-PROFESSIONAL SERVICES	SEP-2014
368	Legal	FROST BROWN TODD LLC			2,634.19	2,634.19	923900	10918506	-PROFESSIONAL SERVICES	SEP-2014
369	Legal	FROST BROWN TODD LLC			3,394.70	3,394.70	923100	10912067	-PROFESSIONAL SERVICES	SEP-2014
370	Legal	FROST BROWN TODD LLC			28.50	28.50	923900	10917090	-PROFESSIONAL SERVICES	OCT-2014
371	Legal	FROST BROWN TODD LLC			177.50	177.50	923100	10922336	-PROFESSIONAL SERVICES	OCT-2014
372	Legal	FROST BROWN TODD LLC			900.75	900.75	923900	10917089	-PROFESSIONAL SERVICES	OCT-2014
373	Legal	FROST BROWN TODD LLC			3,354.00	3,354.00	923100	10917091	-PROFESSIONAL SERVICES	OCT-2014
374	Legal	FULTON AND DEVLIN			129.22	129.22	923100	1062/10036/1	-PROFESSIONAL SERVICES	DEC-2013
375	Legal	FULTON AND DEVLIN			154.00	154.00	923100	1062/10036/2	-PROFESSIONAL SERVICES	DEC-2013
376	Legal	FULTON AND DEVLIN			546.00	546.00	923100	1062/10026/23	-PROFESSIONAL SERVICES	DEC-2013
377	Legal	FULTON AND DEVLIN			56.00	56.00	923100	1062/10036/4	-PROFESSIONAL SERVICES	FEB-2014
378	Legal	FULTON AND DEVLIN			378.00	378.00	923100	1062/10036/3	-PROFESSIONAL SERVICES	FEB-2014
379	Legal	FULTON AND DEVLIN			979.03	979.03	923100	1062/10037/1	-PROFESSIONAL SERVICES	FEB-2014
380	Legal	FULTON AND DEVLIN			2,780.64	2,780.64	923100	1062/10037/2	-PROFESSIONAL SERVICES	FEB-2014
381	Legal	FULTON AND DEVLIN			308.00	308.00	923100	1062/10037/3	-PROFESSIONAL SERVICES	APR-2014
382	Legal	FULTON AND DEVLIN			854.00	854.00	923100	1062/10036/5	-PROFESSIONAL SERVICES	MAY-2014
383	Legal	FULTON AND DEVLIN			1,493.84	1,493.84	923100	1062/10037/4	-PROFESSIONAL SERVICES	MAY-2014
384	Legal	FULTON AND DEVLIN			28.00	28.00	923100	1062/10037/6	-PROFESSIONAL SERVICES	JUN-2014
385	Legal	FULTON AND DEVLIN			75.41	75.41	923100	1062/10038/1	-PROFESSIONAL SERVICES	JUN-2014
386	Legal	FULTON AND DEVLIN			938.00	938.00	923100	1062/10037/5	-PROFESSIONAL SERVICES	JUN-2014
387	Legal	FULTON AND DEVLIN			1,624.00	1,624.00	923100	1062/10038/2	-PROFESSIONAL SERVICES	JUN-2014
388	Legal	FULTON AND DEVLIN			3,556.62	3,556.62	923100	1062/10036/7	-PROFESSIONAL SERVICES	JUN-2014
389	Legal	FULTON AND DEVLIN			4,121.72	4,121.72	923100	1062/10036/6	-PROFESSIONAL SERVICES	JUN-2014
390	Legal	FULTON AND DEVLIN			28.00	28.00	923100	1062/10036/10	-PROFESSIONAL SERVICES	AUG-2014
391	Legal	FULTON AND DEVLIN			714.00	714.00	923100	1062/10036/9	-PROFESSIONAL SERVICES	AUG-2014
392	Legal	FULTON AND DEVLIN			1,255.32	1,255.32	923100	1062/10038/3	-PROFESSIONAL SERVICES	AUG-2014
393	Legal	FULTON AND DEVLIN			3,334.68	3,334.68	923100	1062/10036/8	-PROFESSIONAL SERVICES	AUG-2014
394	Legal	FULTON AND DEVLIN			3,386.97	3,386.97	923100	1062/10038/4	-PROFESSIONAL SERVICES	AUG-2014
395	Legal	FULTON AND DEVLIN			1,568.00	1,568.00	923100	1062/10038/5	-PROFESSIONAL SERVICES	OCT-2014
396	Legal	FULTON AND DEVLIN			4,500.16	4,500.16	923100	1062/10038/6	-PROFESSIONAL SERVICES	OCT-2014
397	Legal	GIBSON AND SHARPS			25.00	25.00	923900	83892	-PROFESSIONAL SERVICES	JAN-2014
398	Legal	GIBSON AND SHARPS			75.00	75.00	923900	83910-11	-PROFESSIONAL SERVICES	JAN-2014
399	Legal	GIBSON AND SHARPS			1.00	1.00	923900	84054	-PROFESSIONAL SERVICES	MAY-2014
400	Legal	GIBSON AND SHARPS			1.00	1.00	923900	84057	-PROFESSIONAL SERVICES	MAY-2014
401	Legal	GIBSON AND SHARPS			1.00	1.00	923900	84056	-PROFESSIONAL SERVICES	MAY-2014
402	Legal	GIBSON AND SHARPS			1.00	1.00	923900	84055	-PROFESSIONAL SERVICES	MAY-2014
403	Legal	GIBSON AND SHARPS			49.48	49.48	923900	857153	-PROFESSIONAL SERVICES	MAY-2014
404	Legal	GIBSON AND SHARPS			175.14	175.14	923900	857434	-PROFESSIONAL SERVICES	MAY-2014
405	Legal	GIBSON DUNN & CRUTCHER			5,846.00	5,846.00	923100	2014012064	-PROFESSIONAL SERVICES	JAN-2014
406	Legal	GIBSON DUNN & CRUTCHER			3,933.27	3,933.27	923100	2014021931	-PROFESSIONAL SERVICES	MAR-2014
407	Legal	GIBSON DUNN & CRUTCHER			3,962.94	3,962.94	923100	2014021933	-PROFESSIONAL SERVICES	MAR-2014
408	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			42.21	42.21	923900	4281941	-PROFESSIONAL SERVICES	DEC-2013
409	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			94.97	94.97	923900	4281923	-PROFESSIONAL SERVICES	DEC-2013
410	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			170.95	170.95	923900	4279737	-PROFESSIONAL SERVICES	DEC-2013
411	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			1,049.76	1,049.76	923900	4281924	-PROFESSIONAL SERVICES	DEC-2013
412	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			2,675.86	2,675.86	923900	4279734	-PROFESSIONAL SERVICES	DEC-2013
413	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			3,045.73	3,045.73	923900	4279745	-PROFESSIONAL SERVICES	DEC-2013
414	Legal	GRIECO AND SCALERA PA			2,250.08	2,250.08	923900	67	-Legal Foundations of Supply Management Training 9/9/14 through 9/12/2014. Invoice 67 dated 9/13/2014	SEP-2014
415	Legal	HOGAN LOVELLS US LLP			954.00	954.00	923100	2786803	-PROFESSIONAL SERVICES	DEC-2013
416	Legal	HOGAN LOVELLS US LLP			397.50	397.50	923100	2799699	-PROFESSIONAL SERVICES	APR-2014
417	Legal	HUNTON AND WILLIAMS LLP			183.57	183.57	923900	199010512	-PROFESSIONAL SERVICES	MAR-2014
418	Legal	HUNTON AND WILLIAMS LLP			780.39	780.39	923900	199010304	-PROFESSIONAL SERVICES	MAR-2014
419	Legal	HUNTON AND WILLIAMS LLP			53,526.98	53,526.98	923900	199010934	-PROFESSIONAL SERVICES	JUN-2014
420	Legal	HUNTON AND WILLIAMS LLP			40,705.31	40,705.31	923900	199011146	-PROFESSIONAL SERVICES	JUL-2014
421	Legal	HUNTON AND WILLIAMS LLP			51,683.39	51,683.39	923900	199011346	-PROFESSIONAL SERVICES	JUL-2014
422	Legal	HUNTON AND WILLIAMS LLP			61,341.67	61,341.67	923900	199011545	-PROFESSIONAL SERVICES	SEP-2014
423	Legal	HUNTON AND WILLIAMS LLP			32,825.64	32,825.64	923900	199011745	-PROFESSIONAL SERVICES	OCT-2014
424	Legal	J BRUCE MILLER LAW GRP			2,250.00	2,250.00	923100	JBMO22814A	-PROFESSIONAL SERVICES	MAR-2014
425	Legal	J BRUCE MILLER LAW GRP			2,250.00	2,250.00	923100	JBMO53014A	-PROFESSIONAL SERVICES	JUN-2014
426	Legal	JONES DAY			(5,439.00)	(5,439.00)	923100	32576915	-COD MB	NOV-2013
427	Legal	JONES DAY			116.55	116.55	923900	32636691	-PROFESSIONAL SERVICES	DEC-2013
428	Legal	JONES DAY			717.15	717.15	923900	32622646	-PROFESSIONAL SERVICES	DEC-2013
429	Legal	JONES DAY			744.80	744.80	923900	32622643	-PROFESSIONAL SERVICES	DEC-2013
430	Legal	JONES DAY			882.00	882.00	923900	32618980	-PROFESSIONAL SERVICES	DEC-2013
431	Legal	JONES DAY			1,050.00	1,050.00	923900	32618986	-PROFESSIONAL SERVICES	DEC-2013
432	Legal	JONES DAY			2,509.50	2,509.50	923900	32618979	-PROFESSIONAL SERVICES	DEC-2013
433	Legal	JONES DAY			24.14	24.14	923900	32659339	-PROFESSIONAL SERVICES	MAR-2014
434	Legal	JONES DAY			418.47	418.47	923900	32659341	-PROFESSIONAL SERVICES	MAR-2014
435	Legal	JONES DAY			675.99	675.99	923900	32659342	-PROFESSIONAL SERVICES	MAR-2014
436	Legal	JONES DAY			643.80	643.80	923900	32675621	-PROFESSIONAL SERVICES	APR-2014
437	Legal	JONES DAY			650.50	650.50	923900	32693511	-PROFESSIONAL SERVICES	JUN-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
438	Legal	JONES DAY			413.25	413.25	923900	32699011	-PROFESSIONAL SERVICES	JUL-2014
439	Legal	JONES DAY			37,266.08	37,266.08	923100	32721466	-PROFESSIONAL SERVICES	SEP-2014
440	Legal	JONES DAY			41,867.81	41,867.81	923100	32703335	-PROFESSIONAL SERVICES	SEP-2014
441	Legal	JONES DAY			65,300.61	65,300.61	923100	32711463	-PROFESSIONAL SERVICES	SEP-2014
442	Legal	JONES DAY			79.73	79.73	923100	32738777	-PROFESSIONAL SERVICES	OCT-2014
443	Legal	JONES DAY			24,344.30	24,344.30	923100	32733350	-PROFESSIONAL SERVICES	OCT-2014
444	Legal	LITTLER MENDELSON P.C.			108.74	108.74	923900	4082080	-PROFESSIONAL SERVICES	FEB-2014
445	Legal	LITTLER MENDELSON P.C.			652.43	652.43	923900	4069730	-PROFESSIONAL SERVICES	FEB-2014
446	Legal	LITTLER MENDELSON P.C.			133.56	133.56	923900	4133231	-PROFESSIONAL SERVICES	JUN-2014
447	Legal	MANATT PHELPS AND PHILLIPS LLP			1,508.40	1,508.40	923900	271131	-PROFESSIONAL SERVICES	MAY-2014
448	Legal	MILLER WELLS PLLC			427.50	427.50	923100	11255	-PROFESSIONAL SERVICES	NOV-2013
449	Legal	MILLER WELLS PLLC			872.50	872.50	923100	1143	-PROFESSIONAL SERVICES	JAN-2014
450	Legal	MILLER WELLS PLLC			402.50	402.50	923100	11609	-PROFESSIONAL SERVICES	FEB-2014
451	Legal	MILLER WELLS PLLC			759.29	759.29	923100	11810	-PROFESSIONAL SERVICES	MAR-2014
452	Legal	MILLER WELLS PLLC			907.50	907.50	923100	11809	-PROFESSIONAL SERVICES	MAR-2014
453	Legal	MILLER WELLS PLLC			3,753.75	3,753.75	923100	12069	-PROFESSIONAL SERVICES	MAR-2014
454	Legal	MILLER WELLS PLLC			346.50	346.50	923100	12137	-PROFESSIONAL SERVICES	APR-2014
455	Legal	MILLER WELLS PLLC			55.00	55.00	923100	12288	-PROFESSIONAL SERVICES	AUG-2014
456	Legal	MULLINS HARRIS & JESSEE			150.00	150.00	923100	SPJLC1791213	-LEGAL SERVICE	NOV-2013
457	Legal	MULLINS HARRIS & JESSEE			150.00	150.00	923100	SPJLC1790114	-LEGAL SERVICE	DEC-2013
458	Legal	MULLINS HARRIS & JESSEE			150.00	150.00	923100	SPJLC1790214	-LEGAL SERVICES	JAN-2014
459	Legal	MULLINS HARRIS & JESSEE			150.00	150.00	923100	SPJLC1790314	-LEGAL SERVICES	FEB-2014
460	Legal	MULLINS HARRIS & JESSEE			150.00	150.00	923100	SPJLC1790414	-LEGAL SERVICE	MAR-2014
461	Legal	MULLINS HARRIS & JESSEE			150.00	150.00	923100	SPJLC1790514	-LEGAL SERVICES	APR-2014
462	Legal	MULLINS HARRIS & JESSEE			150.00	150.00	923100	SPJLC1790614	-LEGAL SERVICES	MAY-2014
463	Legal	MULLINS HARRIS & JESSEE			150.00	150.00	923100	SPJLC1790714	-LEGAL SERVICES	JUN-2014
464	Legal	MULLINS HARRIS & JESSEE			150.00	150.00	923100	SPJLC1790814	-LEGAL SERVICES	JUL-2014
465	Legal	MULLINS HARRIS & JESSEE			150.00	150.00	923100	SPJLC1790914	-LEGAL SERVICES	AUG-2014
466	Legal	MULLINS HARRIS & JESSEE			150.00	150.00	923100	SPJLC1791014	-LEGAL SERVICE	SEP-2014
467	Legal	MULLINS HARRIS & JESSEE			150.00	150.00	923100	SPJLC1791114	-LEGAL SERVICES	OCT-2014
468	Legal	NIXON PEABODY LLP			130.00	130.00	923100	9565412	-PROFESSIONAL SERVICES	MAY-2014
469	Legal	ONE SOURCE DISCOVERY			91.80	91.80	923900	0390197	-One Source Discovery Inv. 0390197	JAN-2014
470	Legal	PILLSBURY WINTHROP SHAW PITTMAN			(35.00)	(35.00)	923100	7813236	-COD	NOV-2013
471	Legal	PILLSBURY WINTHROP SHAW PITTMAN			(34,911.50)	(34,911.50)	923100	7834913	-COD MB	NOV-2013
472	Legal	PILLSBURY WINTHROP SHAW PITTMAN			172.26	172.26	923900	7884326	-PROFESSIONAL SERVICES	JAN-2014
473	Legal	PILLSBURY WINTHROP SHAW PITTMAN			1,932.85	1,932.85	923900	7891502	-PROFESSIONAL SERVICES	MAR-2014
474	Legal	PILLSBURY WINTHROP SHAW PITTMAN			1,554.75	1,554.75	923100	7895985	-PROFESSIONAL SERVICES	APR-2014
475	Legal	REED SMITH LLP			350.63	350.63	923900	2507619	-PROFESSIONAL SERVICES	FEB-2014
476	Legal	REED SMITH LLP			41.25	41.25	923900	2516343	-PROFESSIONAL SERVICES	APR-2014
477	Legal	REED SMITH LLP			2,433.75	2,433.75	923900	2529548	-PROFESSIONAL SERVICES	APR-2014
478	Legal	REED SMITH LLP			144.38	144.38	923900	2563668	-PROFESSIONAL SERVICES	JUN-2014
479	Legal	REED SMITH LLP			577.50	577.50	923900	2541230	-PROFESSIONAL SERVICES	JUN-2014
480	Legal	REED SMITH LLP			660.00	660.00	923900	2577656	-PROFESSIONAL SERVICES	AUG-2014
481	Legal	REED SMITH LLP			762.30	762.30	923900	2588882	-PROFESSIONAL SERVICES	SEP-2014
482	Legal	SANDERS, D BILLYE			2,444.00	2,444.00	923100	DBSanders19	-PROFESSIONAL SERVICES	MAY-2014
483	Legal	SANDERS, D BILLYE			3,959.60	3,959.60	923100	DBSanders20	-PROFESSIONAL SERVICES	JUL-2014
484	Legal	SANDERS, D BILLYE			4,219.00	4,219.00	923100	DBSanders21	-PROFESSIONAL SERVICES	AUG-2014
485	Legal	SANDS ANDERSON MARKS AND MILLER			3,316.00	3,316.00	923100	22794212	-PROFESSIONAL SERVICES	MAR-2014
486	Legal	SANDS ANDERSON MARKS AND MILLER			3,316.00	3,316.00	923100	22794202	-PROFESSIONAL SERVICES	MAR-2014
487	Legal	SANDS ANDERSON MARKS AND MILLER			2,165.08	2,165.08	923100	282118	-PROFESSIONAL SERVICES	MAY-2014
488	Legal	SANDS ANDERSON MARKS AND MILLER			2,165.08	2,165.08	923100	282119	-PROFESSIONAL SERVICES	MAY-2014
489	Legal	SANDS ANDERSON MARKS AND MILLER			5,978.41	5,978.41	923100	281286	-PROFESSIONAL SERVICES	MAY-2014
490	Legal	SANDS ANDERSON MARKS AND MILLER			5,978.41	5,978.41	923100	281287	-PROFESSIONAL SERVICES	MAY-2014
491	Legal	SANDS ANDERSON MARKS AND MILLER			3,750.71	3,750.71	923100	282767	-PROFESSIONAL SERVICES	JUN-2014
492	Legal	SANDS ANDERSON MARKS AND MILLER			3,750.71	3,750.71	923100	282817	-PROFESSIONAL SERVICES	JUN-2014
493	Legal	SANDS ANDERSON MARKS AND MILLER			7,100.64	7,100.64	923100	284148	-PROFESSIONAL SERVICES	JUL-2014
494	Legal	SANDS ANDERSON MARKS AND MILLER			7,100.64	7,100.64	923100	284147KENT	-PROFESSIONAL SERVICES	JUL-2014
495	Legal	SANDS ANDERSON MARKS AND MILLER			7,100.64	7,100.64	923100	284149	-PROFESSIONAL SERVICES	JUL-2014
496	Legal	SANDS ANDERSON MARKS AND MILLER			198.57	198.57	923100	285680	-PROFESSIONAL SERVICES	SEP-2014
497	Legal	SANDS ANDERSON MARKS AND MILLER			198.57	198.57	923100	285683	-PROFESSIONAL SERVICES	SEP-2014
498	Legal	SANDS ANDERSON MARKS AND MILLER			198.57	198.57	923100	285681	-PROFESSIONAL SERVICES	SEP-2014
499	Legal	SANDS ANDERSON MARKS AND MILLER			360.00	360.00	923100	REV410	-PROFESSIONAL SERVICES	SEP-2014
500	Legal	SANDS ANDERSON MARKS AND MILLER			360.00	360.00	923100	REV411	-PROFESSIONAL SERVICES	SEP-2014
501	Legal	SANDS ANDERSON MARKS AND MILLER			360.00	360.00	923100	REV412	-PROFESSIONAL SERVICES	SEP-2014
502	Legal	SCHIFF HARDEN LLP			184.25	184.25	923900	1849431	-PROFESSIONAL SERVICES	FEB-2014
503	Legal	SCHIFF HARDEN LLP			1,105.50	1,105.50	923900	1840345	-PROFESSIONAL SERVICES	FEB-2014
504	Legal	SCHIFF HARDEN LLP			4,372.94	4,372.94	923900	1856173	-PROFESSIONAL SERVICES	APR-2014
505	Legal	SCHIFF HARDEN LLP			17,666.40	17,666.40	923100	1890323	-PROFESSIONAL SERVICES	JUN-2014
506	Legal	SCHIFF HARDEN LLP			162.50	162.50	923900	1911207	-PROFESSIONAL SERVICES	AUG-2014
507	Legal	SCHIFF HARDEN LLP			218.75	218.75	923900	1911207	-PROFESSIONAL SERVICES	AUG-2014
508	Legal	SCHIFF HARDEN LLP			643.54	643.54	923900	1931361	-PROFESSIONAL SERVICES	OCT-2014
509	Legal	SCHIFF HARDEN LLP			5,658.65	5,658.65	923900	19259811	-PROFESSIONAL SERVICES	OCT-2014
510	Legal	STOLL KEENON OGDEN PLLC			109.56	109.56	923100	763773	-PROFESSIONAL SERVICES	NOV-2013

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
511	Legal	STOLL KEENON OGDEN PLLC			(178.61)	(178.61)	923100	742563	-COD MB	NOV-2013
512	Legal	STOLL KEENON OGDEN PLLC			(228.53)	(228.53)	923100	739268	-COD	NOV-2013
513	Legal	STOLL KEENON OGDEN PLLC			471.50	471.50	923900	763803	-PROFESSIONAL SERVICES	NOV-2013
514	Legal	STOLL KEENON OGDEN PLLC			(3,477.00)	(3,477.00)	923100	749759	-COD MB	NOV-2013
515	Legal	STOLL KEENON OGDEN PLLC			(3,989.70)	(3,989.70)	923100	749757	-COD MB	NOV-2013
516	Legal	STOLL KEENON OGDEN PLLC			7,451.82	7,451.82	923900	763808	-PROFESSIONAL SERVICES	NOV-2013
517	Legal	STOLL KEENON OGDEN PLLC			38.00	38.00	923100	769800	-PROFESSIONAL SERVICES	DEC-2013
518	Legal	STOLL KEENON OGDEN PLLC			38.48	38.48	923100	767034	-PROFESSIONAL SERVICES	DEC-2013
519	Legal	STOLL KEENON OGDEN PLLC			57.00	57.00	923100	767028	-PROFESSIONAL SERVICES	DEC-2013
520	Legal	STOLL KEENON OGDEN PLLC			68.40	68.40	923100	769799	-PROFESSIONAL SERVICES	DEC-2013
521	Legal	STOLL KEENON OGDEN PLLC			114.16	114.16	923100	767036	-PROFESSIONAL SERVICES	DEC-2013
522	Legal	STOLL KEENON OGDEN PLLC			158.65	158.65	923900	766834	-PROFESSIONAL SERVICES	DEC-2013
523	Legal	STOLL KEENON OGDEN PLLC			190.00	190.00	923100	767052	-PROFESSIONAL SERVICES	DEC-2013
524	Legal	STOLL KEENON OGDEN PLLC			211.97	211.97	923900	763650	-PROFESSIONAL SERVICES	DEC-2013
525	Legal	STOLL KEENON OGDEN PLLC			279.00	279.00	923100	767026	-PROFESSIONAL SERVICES	DEC-2013
526	Legal	STOLL KEENON OGDEN PLLC			304.32	304.32	923100	767032	-PROFESSIONAL SERVICES	DEC-2013
527	Legal	STOLL KEENON OGDEN PLLC			403.00	403.00	923900	766826	-PROFESSIONAL SERVICES	DEC-2013
528	Legal	STOLL KEENON OGDEN PLLC			475.00	475.00	923100	769808	-PROFESSIONAL SERVICES	DEC-2013
529	Legal	STOLL KEENON OGDEN PLLC			478.40	478.40	923900	766827	-PROFESSIONAL SERVICES	DEC-2013
530	Legal	STOLL KEENON OGDEN PLLC			483.88	483.88	923100	769797	-PROFESSIONAL SERVICES	DEC-2013
531	Legal	STOLL KEENON OGDEN PLLC			502.42	502.42	923900	769803	-PROFESSIONAL SERVICES	DEC-2013
532	Legal	STOLL KEENON OGDEN PLLC			529.00	529.00	923900	766401	-PROFESSIONAL SERVICES	DEC-2013
533	Legal	STOLL KEENON OGDEN PLLC			551.94	551.94	923900	769835	-PROFESSIONAL SERVICES	DEC-2013
534	Legal	STOLL KEENON OGDEN PLLC			683.01	683.01	923900	769833	-PROFESSIONAL SERVICES	DEC-2013
535	Legal	STOLL KEENON OGDEN PLLC			699.20	699.20	923100	769802	-PROFESSIONAL SERVICES	DEC-2013
536	Legal	STOLL KEENON OGDEN PLLC			713.27	713.27	923900	766829	-PROFESSIONAL SERVICES	DEC-2013
537	Legal	STOLL KEENON OGDEN PLLC			898.01	898.01	923900	769836	-PROFESSIONAL SERVICES	DEC-2013
538	Legal	STOLL KEENON OGDEN PLLC			916.40	916.40	923100	763651	-PROFESSIONAL SERVICES	DEC-2013
539	Legal	STOLL KEENON OGDEN PLLC			1,211.51	1,211.51	923100	766840	-PROFESSIONAL SERVICES	DEC-2013
540	Legal	STOLL KEENON OGDEN PLLC			1,293.88	1,293.88	923100	769807	-PROFESSIONAL SERVICES	DEC-2013
541	Legal	STOLL KEENON OGDEN PLLC			1,333.80	1,333.80	923100	766882	-PROFESSIONAL SERVICES	DEC-2013
542	Legal	STOLL KEENON OGDEN PLLC			1,400.60	1,400.60	923100	767035	-PROFESSIONAL SERVICES	DEC-2013
543	Legal	STOLL KEENON OGDEN PLLC			1,436.24	1,436.24	923900	764041	-PROFESSIONAL SERVICES	DEC-2013
544	Legal	STOLL KEENON OGDEN PLLC			1,459.67	1,459.67	923900	769801	-PROFESSIONAL SERVICES	DEC-2013
545	Legal	STOLL KEENON OGDEN PLLC			1,474.10	1,474.10	923900	766400	-PROFESSIONAL SERVICES	DEC-2013
546	Legal	STOLL KEENON OGDEN PLLC			1,672.37	1,672.37	923100	769796	-PROFESSIONAL SERVICES	DEC-2013
547	Legal	STOLL KEENON OGDEN PLLC			1,794.45	1,794.45	923900	769960	-PROFESSIONAL SERVICES	DEC-2013
548	Legal	STOLL KEENON OGDEN PLLC			2,010.74	2,010.74	923900	764041	-PROFESSIONAL SERVICES	DEC-2013
549	Legal	STOLL KEENON OGDEN PLLC			2,090.72	2,090.72	923100	769798	-PROFESSIONAL SERVICES	DEC-2013
550	Legal	STOLL KEENON OGDEN PLLC			2,202.24	2,202.24	923900	764041	-PROFESSIONAL SERVICES	DEC-2013
551	Legal	STOLL KEENON OGDEN PLLC			2,606.54	2,606.54	923100	766837	-PROFESSIONAL SERVICES	DEC-2013
552	Legal	STOLL KEENON OGDEN PLLC			2,651.64	2,651.64	923900	769840	-PROFESSIONAL SERVICES	DEC-2013
553	Legal	STOLL KEENON OGDEN PLLC			3,170.98	3,170.98	923100	767033	-PROFESSIONAL SERVICES	DEC-2013
554	Legal	STOLL KEENON OGDEN PLLC			3,640.10	3,640.10	923100	766836	-PROFESSIONAL SERVICES	DEC-2013
555	Legal	STOLL KEENON OGDEN PLLC			3,705.46	3,705.46	923900	766841	-PROFESSIONAL SERVICES	DEC-2013
556	Legal	STOLL KEENON OGDEN PLLC			3,712.30	3,712.30	923900	769840	-PROFESSIONAL SERVICES	DEC-2013
557	Legal	STOLL KEENON OGDEN PLLC			3,725.30	3,725.30	923100	766830	-PROFESSIONAL SERVICES	DEC-2013
558	Legal	STOLL KEENON OGDEN PLLC			4,065.85	4,065.85	923900	769840	-PROFESSIONAL SERVICES	DEC-2013
559	Legal	STOLL KEENON OGDEN PLLC			4,267.90	4,267.90	923900	763806	-PROFESSIONAL SERVICES	DEC-2013
560	Legal	STOLL KEENON OGDEN PLLC			4,303.60	4,303.60	923900	769838	-PROFESSIONAL SERVICES	DEC-2013
561	Legal	STOLL KEENON OGDEN PLLC			4,980.90	4,980.90	923100	764085	-PROFESSIONAL SERVICES	DEC-2013
562	Legal	STOLL KEENON OGDEN PLLC			5,187.64	5,187.64	923900	766841	-PROFESSIONAL SERVICES	DEC-2013
563	Legal	STOLL KEENON OGDEN PLLC			5,261.50	5,261.50	923900	766838	-PROFESSIONAL SERVICES	DEC-2013
564	Legal	STOLL KEENON OGDEN PLLC			5,502.32	5,502.32	923900	766833	-PROFESSIONAL SERVICES	DEC-2013
565	Legal	STOLL KEENON OGDEN PLLC			5,681.70	5,681.70	923900	766841	-PROFESSIONAL SERVICES	DEC-2013
566	Legal	STOLL KEENON OGDEN PLLC			5,820.80	5,820.80	923100	766402	-PROFESSIONAL SERVICES	DEC-2013
567	Legal	STOLL KEENON OGDEN PLLC			6,263.01	6,263.01	923900	763802	-PROFESSIONAL SERVICES	DEC-2013
568	Legal	STOLL KEENON OGDEN PLLC			7,318.60	7,318.60	923100	769841	-PROFESSIONAL SERVICES	DEC-2013
569	Legal	STOLL KEENON OGDEN PLLC			8,375.01	8,375.01	923100	769817	-PROFESSIONAL SERVICES	DEC-2013
570	Legal	STOLL KEENON OGDEN PLLC			12,033.21	12,033.21	923100	767029	-PROFESSIONAL SERVICES	DEC-2013
571	Legal	STOLL KEENON OGDEN PLLC			14,275.20	14,275.20	923100	769844	-PROFESSIONAL SERVICES	DEC-2013
572	Legal	STOLL KEENON OGDEN PLLC			57.00	57.00	923100	773307	-PROFESSIONAL SERVICES	FEB-2014
573	Legal	STOLL KEENON OGDEN PLLC			63.20	63.20	923100	773311	-PROFESSIONAL SERVICES	FEB-2014
574	Legal	STOLL KEENON OGDEN PLLC			95.00	95.00	923100	773308	-PROFESSIONAL SERVICES	FEB-2014
575	Legal	STOLL KEENON OGDEN PLLC			102.60	102.60	923100	773305	-PROFESSIONAL SERVICES	FEB-2014
576	Legal	STOLL KEENON OGDEN PLLC			256.04	256.04	923100	773309	-PROFESSIONAL SERVICES	FEB-2014
577	Legal	STOLL KEENON OGDEN PLLC			348.40	348.40	923100	773317	-PROFESSIONAL SERVICES	FEB-2014
578	Legal	STOLL KEENON OGDEN PLLC			809.60	809.60	923100	774544	-PROFESSIONAL SERVICES	FEB-2014
579	Legal	STOLL KEENON OGDEN PLLC			2,592.52	2,592.52	923100	773315	-PROFESSIONAL SERVICES	FEB-2014
580	Legal	STOLL KEENON OGDEN PLLC			15,773.74	15,773.74	923100	774541	-PROFESSIONAL SERVICES	FEB-2014
581	Legal	STOLL KEENON OGDEN PLLC			38.00	38.00	923100	776327	-PROFESSIONAL SERVICES	MAR-2014
582	Legal	STOLL KEENON OGDEN PLLC			57.96	57.96	923100	776329	-PROFESSIONAL SERVICES	MAR-2014
583	Legal	STOLL KEENON OGDEN PLLC			76.20	76.20	923100	776330	-PROFESSIONAL SERVICES	MAR-2014

KENTUCKY UTILITIES COMPANY

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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
584	Legal	STOLL KEENON OGDEN PLLC			84.69	84.69	923900	776301	-PROFESSIONAL SERVICES	MAR-2014
585	Legal	STOLL KEENON OGDEN PLLC			133.08	133.08	923100	776328	-PROFESSIONAL SERVICES	MAR-2014
586	Legal	STOLL KEENON OGDEN PLLC			139.50	139.50	923100	776303	-PROFESSIONAL SERVICES	MAR-2014
587	Legal	STOLL KEENON OGDEN PLLC			139.50	139.50	923100	776302	-PROFESSIONAL SERVICES	MAR-2014
588	Legal	STOLL KEENON OGDEN PLLC			147.20	147.20	923100	776550	-PROFESSIONAL SERVICES	MAR-2014
589	Legal	STOLL KEENON OGDEN PLLC			158.98	158.98	923900	776296	-PROFESSIONAL SERVICES	MAR-2014
590	Legal	STOLL KEENON OGDEN PLLC			319.36	319.36	923100	773316	-PROFESSIONAL SERVICES	MAR-2014
591	Legal	STOLL KEENON OGDEN PLLC			552.00	552.00	923100	776299	-PROFESSIONAL SERVICES	MAR-2014
592	Legal	STOLL KEENON OGDEN PLLC			555.28	555.28	923100	776305	-PROFESSIONAL SERVICES	MAR-2014
593	Legal	STOLL KEENON OGDEN PLLC			555.36	555.36	923900	776297	-PROFESSIONAL SERVICES	MAR-2014
594	Legal	STOLL KEENON OGDEN PLLC			563.45	563.45	923900	775005	-PROFESSIONAL SERVICES	MAR-2014
595	Legal	STOLL KEENON OGDEN PLLC			837.62	837.62	923100	776310	-PROFESSIONAL SERVICES	MAR-2014
596	Legal	STOLL KEENON OGDEN PLLC			966.34	966.34	923100	773314	-PROFESSIONAL SERVICES	MAR-2014
597	Legal	STOLL KEENON OGDEN PLLC			1,390.63	1,390.63	923900	776307	-PROFESSIONAL SERVICES	MAR-2014
598	Legal	STOLL KEENON OGDEN PLLC			1,445.04	1,445.04	923900	773312	-PROFESSIONAL SERVICES	MAR-2014
599	Legal	STOLL KEENON OGDEN PLLC			1,607.01	1,607.01	923900	776298	-PROFESSIONAL SERVICES	MAR-2014
600	Legal	STOLL KEENON OGDEN PLLC			1,627.34	1,627.34	923100	776341	-PROFESSIONAL SERVICES	MAR-2014
601	Legal	STOLL KEENON OGDEN PLLC			1,729.60	1,729.60	923100	774542	-PROFESSIONAL SERVICES	MAR-2014
602	Legal	STOLL KEENON OGDEN PLLC			1,946.91	1,946.91	923900	776307	-PROFESSIONAL SERVICES	MAR-2014
603	Legal	STOLL KEENON OGDEN PLLC			2,053.01	2,053.01	923900	776313	-PROFESSIONAL SERVICES	MAR-2014
604	Legal	STOLL KEENON OGDEN PLLC			2,132.33	2,132.33	923900	776307	-PROFESSIONAL SERVICES	MAR-2014
605	Legal	STOLL KEENON OGDEN PLLC			2,296.28	2,296.28	923900	773310	-PROFESSIONAL SERVICES	MAR-2014
606	Legal	STOLL KEENON OGDEN PLLC			2,310.81	2,310.81	923900	775004	-PROFESSIONAL SERVICES	MAR-2014
607	Legal	STOLL KEENON OGDEN PLLC			2,412.60	2,412.60	923100	776532	-PROFESSIONAL SERVICES	MAR-2014
608	Legal	STOLL KEENON OGDEN PLLC			2,421.81	2,421.81	923900	776311	-PROFESSIONAL SERVICES	MAR-2014
609	Legal	STOLL KEENON OGDEN PLLC			3,538.80	3,538.80	923100	776306	-PROFESSIONAL SERVICES	MAR-2014
610	Legal	STOLL KEENON OGDEN PLLC			3,624.72	3,624.72	923100	776319	-PROFESSIONAL SERVICES	MAR-2014
611	Legal	STOLL KEENON OGDEN PLLC			4,793.34	4,793.34	923900	776309	-PROFESSIONAL SERVICES	MAR-2014
612	Legal	STOLL KEENON OGDEN PLLC			6,022.90	6,022.90	923900	776315	-PROFESSIONAL SERVICES	MAR-2014
613	Legal	STOLL KEENON OGDEN PLLC			6,297.60	6,297.60	923100	776314	-PROFESSIONAL SERVICES	MAR-2014
614	Legal	STOLL KEENON OGDEN PLLC			6,550.38	6,550.38	923100	776317	-PROFESSIONAL SERVICES	MAR-2014
615	Legal	STOLL KEENON OGDEN PLLC			12,294.49	12,294.49	923100	776530	-PROFESSIONAL SERVICES	MAR-2014
616	Legal	STOLL KEENON OGDEN PLLC			12,642.80	12,642.80	923900	773319	-PROFESSIONAL SERVICES	MAR-2014
617	Legal	STOLL KEENON OGDEN PLLC			21,819.38	21,819.38	923100	775002	-PROFESSIONAL SERVICES	MAR-2014
618	Legal	STOLL KEENON OGDEN PLLC			19.00	19.00	923100	778130	-PROFESSIONAL SERVICES	APR-2014
619	Legal	STOLL KEENON OGDEN PLLC			31.60	31.60	923100	776318	-PROFESSIONAL SERVICES	APR-2014
620	Legal	STOLL KEENON OGDEN PLLC			76.00	76.00	923100	778127	-PROFESSIONAL SERVICES	APR-2014
621	Legal	STOLL KEENON OGDEN PLLC			190.16	190.16	923100	778143	-PROFESSIONAL SERVICES	APR-2014
622	Legal	STOLL KEENON OGDEN PLLC			296.08	296.08	923100	778144	-PROFESSIONAL SERVICES	APR-2014
623	Legal	STOLL KEENON OGDEN PLLC			347.60	347.60	923100	778125	-PROFESSIONAL SERVICES	APR-2014
624	Legal	STOLL KEENON OGDEN PLLC			437.49	437.49	923900	778115	-PROFESSIONAL SERVICES	APR-2014
625	Legal	STOLL KEENON OGDEN PLLC			442.94	442.94	923100	778132	-PROFESSIONAL SERVICES	APR-2014
626	Legal	STOLL KEENON OGDEN PLLC			551.48	551.48	923100	778128	-PROFESSIONAL SERVICES	APR-2014
627	Legal	STOLL KEENON OGDEN PLLC			612.49	612.49	923900	778115	-PROFESSIONAL SERVICES	APR-2014
628	Legal	STOLL KEENON OGDEN PLLC			670.82	670.82	923900	778115	-PROFESSIONAL SERVICES	APR-2014
629	Legal	STOLL KEENON OGDEN PLLC			691.84	691.84	923900	778194	-PROFESSIONAL SERVICES	APR-2014
630	Legal	STOLL KEENON OGDEN PLLC			815.70	815.70	923100	778257	-PROFESSIONAL SERVICES	APR-2014
631	Legal	STOLL KEENON OGDEN PLLC			998.88	998.88	923900	778114	-PROFESSIONAL SERVICES	APR-2014
632	Legal	STOLL KEENON OGDEN PLLC			1,078.14	1,078.14	923100	778256	-PROFESSIONAL SERVICES	APR-2014
633	Legal	STOLL KEENON OGDEN PLLC			1,757.70	1,757.70	923100	778110	-PROFESSIONAL SERVICES	APR-2014
634	Legal	STOLL KEENON OGDEN PLLC			1,915.20	1,915.20	923100	778155	-PROFESSIONAL SERVICES	APR-2014
635	Legal	STOLL KEENON OGDEN PLLC			1,921.80	1,921.80	923100	778159	-PROFESSIONAL SERVICES	APR-2014
636	Legal	STOLL KEENON OGDEN PLLC			1,965.25	1,965.25	923900	778133	-PROFESSIONAL SERVICES	APR-2014
637	Legal	STOLL KEENON OGDEN PLLC			2,112.20	2,112.20	923100	778113	-PROFESSIONAL SERVICES	APR-2014
638	Legal	STOLL KEENON OGDEN PLLC			4,624.40	4,624.40	923100	778156	-PROFESSIONAL SERVICES	APR-2014
639	Legal	STOLL KEENON OGDEN PLLC			4,838.98	4,838.98	923100	778141	-PROFESSIONAL SERVICES	APR-2014
640	Legal	STOLL KEENON OGDEN PLLC			5,849.15	5,849.15	923900	778145	-PROFESSIONAL SERVICES	APR-2014
641	Legal	STOLL KEENON OGDEN PLLC			6,404.60	6,404.60	923900	778138	-PROFESSIONAL SERVICES	APR-2014
642	Legal	STOLL KEENON OGDEN PLLC			6,411.54	6,411.54	923100	778120	-PROFESSIONAL SERVICES	APR-2014
643	Legal	STOLL KEENON OGDEN PLLC			6,475.70	6,475.70	923100	776325	-PROFESSIONAL SERVICES	APR-2014
644	Legal	STOLL KEENON OGDEN PLLC			6,657.69	6,657.69	923900	778193	-PROFESSIONAL SERVICES	APR-2014
645	Legal	STOLL KEENON OGDEN PLLC			8,540.22	8,540.22	923900	773304	-PROFESSIONAL SERVICES	APR-2014
646	Legal	STOLL KEENON OGDEN PLLC			10,636.10	10,636.10	923900	778147	-PROFESSIONAL SERVICES	APR-2014
647	Legal	STOLL KEENON OGDEN PLLC			12,710.24	12,710.24	923100	778140	-PROFESSIONAL SERVICES	APR-2014
648	Legal	STOLL KEENON OGDEN PLLC			13,124.70	13,124.70	923100	778148	-PROFESSIONAL SERVICES	APR-2014
649	Legal	STOLL KEENON OGDEN PLLC			38.00	38.00	923100	779150	-PROFESSIONAL SERVICES	MAY-2014
650	Legal	STOLL KEENON OGDEN PLLC			122.07	122.07	923900	779459	-PROFESSIONAL SERVICES	MAY-2014
651	Legal	STOLL KEENON OGDEN PLLC			302.56	302.56	923100	779458	-PROFESSIONAL SERVICES	MAY-2014
652	Legal	STOLL KEENON OGDEN PLLC			660.36	660.36	923900	779424	-PROFESSIONAL SERVICES	MAY-2014
653	Legal	STOLL KEENON OGDEN PLLC			662.80	662.80	923100	779457	-PROFESSIONAL SERVICES	MAY-2014
654	Legal	STOLL KEENON OGDEN PLLC			668.92	668.92	923100	779441	-PROFESSIONAL SERVICES	MAY-2014
655	Legal	STOLL KEENON OGDEN PLLC			884.80	884.80	923100	780085	-PROFESSIONAL SERVICES	MAY-2014
656	Legal	STOLL KEENON OGDEN PLLC			924.50	924.50	923900	779424	-PROFESSIONAL SERVICES	MAY-2014

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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
657	Legal	STOLL KEENON OGDEN PLLC			930.28	930.28	923900	779435	-PROFESSIONAL SERVICES	MAY-2014
658	Legal	STOLL KEENON OGDEN PLLC			1,012.55	1,012.55	923900	779424	-PROFESSIONAL SERVICES	MAY-2014
659	Legal	STOLL KEENON OGDEN PLLC			1,295.60	1,295.60	923100	776295	-PROFESSIONAL SERVICES	MAY-2014
660	Legal	STOLL KEENON OGDEN PLLC			1,763.98	1,763.98	923100	779442	-PROFESSIONAL SERVICES	MAY-2014
661	Legal	STOLL KEENON OGDEN PLLC			1,825.51	1,825.51	923900	779434	-PROFESSIONAL SERVICES	MAY-2014
662	Legal	STOLL KEENON OGDEN PLLC			2,188.80	2,188.80	923100	779453	-PROFESSIONAL SERVICES	MAY-2014
663	Legal	STOLL KEENON OGDEN PLLC			2,193.46	2,193.46	923100	779451	-PROFESSIONAL SERVICES	MAY-2014
664	Legal	STOLL KEENON OGDEN PLLC			2,302.48	2,302.48	923100	779450	-PROFESSIONAL SERVICES	MAY-2014
665	Legal	STOLL KEENON OGDEN PLLC			2,409.50	2,409.50	923100	779439	-PROFESSIONAL SERVICES	MAY-2014
666	Legal	STOLL KEENON OGDEN PLLC			3,296.64	3,296.64	923100	779433	-PROFESSIONAL SERVICES	MAY-2014
667	Legal	STOLL KEENON OGDEN PLLC			3,488.00	3,488.00	923100	779438	-PROFESSIONAL SERVICES	MAY-2014
668	Legal	STOLL KEENON OGDEN PLLC			3,596.10	3,596.10	923100	779445	-PROFESSIONAL SERVICES	MAY-2014
669	Legal	STOLL KEENON OGDEN PLLC			5,387.40	5,387.40	923900	779444	-PROFESSIONAL SERVICES	MAY-2014
670	Legal	STOLL KEENON OGDEN PLLC			9,904.38	9,904.38	923100	779426	-PROFESSIONAL SERVICES	MAY-2014
671	Legal	STOLL KEENON OGDEN PLLC			10,360.51	10,360.51	923900	779437	-PROFESSIONAL SERVICES	MAY-2014
672	Legal	STOLL KEENON OGDEN PLLC			12,527.08	12,527.08	923100	779454	-PROFESSIONAL SERVICES	MAY-2014
673	Legal	STOLL KEENON OGDEN PLLC			24,156.65	24,156.65	923100	780145	-PROFESSIONAL SERVICES	MAY-2014
674	Legal	STOLL KEENON OGDEN PLLC			25,079.23	25,079.23	923900	779443	-PROFESSIONAL SERVICES	MAY-2014
675	Legal	STOLL KEENON OGDEN PLLC			19.00	19.00	923100	783158	-PROFESSIONAL SERVICES	JUN-2014
676	Legal	STOLL KEENON OGDEN PLLC			38.00	38.00	923100	783159	-PROFESSIONAL SERVICES	JUN-2014
677	Legal	STOLL KEENON OGDEN PLLC			46.40	46.40	923100	785091	-PROFESSIONAL SERVICES	JUN-2014
678	Legal	STOLL KEENON OGDEN PLLC			75.80	75.80	923100	783187	-PROFESSIONAL SERVICES	JUN-2014
679	Legal	STOLL KEENON OGDEN PLLC			87.10	87.10	923900	783281	-PROFESSIONAL SERVICES	JUN-2014
680	Legal	STOLL KEENON OGDEN PLLC			97.00	97.00	923100	783184	-PROFESSIONAL SERVICES	JUN-2014
681	Legal	STOLL KEENON OGDEN PLLC			133.00	133.00	923100	785089	-PROFESSIONAL SERVICES	JUN-2014
682	Legal	STOLL KEENON OGDEN PLLC			139.60	139.60	923100	783171	-PROFESSIONAL SERVICES	JUN-2014
683	Legal	STOLL KEENON OGDEN PLLC			155.20	155.20	923100	785109	-PROFESSIONAL SERVICES	JUN-2014
684	Legal	STOLL KEENON OGDEN PLLC			239.52	239.52	923900	785341	-PROFESSIONAL SERVICES	JUN-2014
685	Legal	STOLL KEENON OGDEN PLLC			247.50	247.50	923100	785090	-PROFESSIONAL SERVICES	JUN-2014
686	Legal	STOLL KEENON OGDEN PLLC			342.00	342.00	923100	785092	-PROFESSIONAL SERVICES	JUN-2014
687	Legal	STOLL KEENON OGDEN PLLC			385.08	385.08	923100	785099	-PROFESSIONAL SERVICES	JUN-2014
688	Legal	STOLL KEENON OGDEN PLLC			467.00	467.00	923100	783192	-PROFESSIONAL SERVICES	JUN-2014
689	Legal	STOLL KEENON OGDEN PLLC			623.12	623.12	923100	783161	-PROFESSIONAL SERVICES	JUN-2014
690	Legal	STOLL KEENON OGDEN PLLC			651.66	651.66	923100	783687	-PROFESSIONAL SERVICES	JUN-2014
691	Legal	STOLL KEENON OGDEN PLLC			709.04	709.04	923100	783686	-PROFESSIONAL SERVICES	JUN-2014
692	Legal	STOLL KEENON OGDEN PLLC			814.72	814.72	923100	783162	-PROFESSIONAL SERVICES	JUN-2014
693	Legal	STOLL KEENON OGDEN PLLC			869.46	869.46	923900	783174	-PROFESSIONAL SERVICES	JUN-2014
694	Legal	STOLL KEENON OGDEN PLLC			901.50	901.50	923100	785105	-PROFESSIONAL SERVICES	JUN-2014
695	Legal	STOLL KEENON OGDEN PLLC			915.80	915.80	923100	783172	-PROFESSIONAL SERVICES	JUN-2014
696	Legal	STOLL KEENON OGDEN PLLC			942.50	942.50	923100	783185	-PROFESSIONAL SERVICES	JUN-2014
697	Legal	STOLL KEENON OGDEN PLLC			964.78	964.78	923100	783183	-PROFESSIONAL SERVICES	JUN-2014
698	Legal	STOLL KEENON OGDEN PLLC			994.30	994.30	923900	783186	-PROFESSIONAL SERVICES	JUN-2014
699	Legal	STOLL KEENON OGDEN PLLC			1,076.00	1,076.00	923100	785081	-PROFESSIONAL SERVICES	JUN-2014
700	Legal	STOLL KEENON OGDEN PLLC			1,090.35	1,090.35	923100	785104	-PROFESSIONAL SERVICES	JUN-2014
701	Legal	STOLL KEENON OGDEN PLLC			1,358.34	1,358.34	923900	783169	-PROFESSIONAL SERVICES	JUN-2014
702	Legal	STOLL KEENON OGDEN PLLC			1,732.52	1,732.52	923100	785100	-PROFESSIONAL SERVICES	JUN-2014
703	Legal	STOLL KEENON OGDEN PLLC			1,865.60	1,865.60	923100	783165	-PROFESSIONAL SERVICES	JUN-2014
704	Legal	STOLL KEENON OGDEN PLLC			1,918.50	1,918.50	923100	783160	-PROFESSIONAL SERVICES	JUN-2014
705	Legal	STOLL KEENON OGDEN PLLC			1,933.56	1,933.56	923100	785097	-PROFESSIONAL SERVICES	JUN-2014
706	Legal	STOLL KEENON OGDEN PLLC			1,995.37	1,995.37	923100	785106	-PROFESSIONAL SERVICES	JUN-2014
707	Legal	STOLL KEENON OGDEN PLLC			2,701.09	2,701.09	923900	783173	-PROFESSIONAL SERVICES	JUN-2014
708	Legal	STOLL KEENON OGDEN PLLC			3,138.47	3,138.47	923100	783177	-PROFESSIONAL SERVICES	JUN-2014
709	Legal	STOLL KEENON OGDEN PLLC			3,391.00	3,391.00	923100	779452	-PROFESSIONAL SERVICES	JUN-2014
710	Legal	STOLL KEENON OGDEN PLLC			6,588.84	6,588.84	923100	783626	-PROFESSIONAL SERVICES	JUN-2014
711	Legal	STOLL KEENON OGDEN PLLC			7,577.79	7,577.79	923900	783193	-PROFESSIONAL SERVICES	JUN-2014
712	Legal	STOLL KEENON OGDEN PLLC			8,561.27	8,561.27	923100	783181	-PROFESSIONAL SERVICES	JUN-2014
713	Legal	STOLL KEENON OGDEN PLLC			15,667.17	15,667.17	923900	783194	-PROFESSIONAL SERVICES	JUN-2014
714	Legal	STOLL KEENON OGDEN PLLC			20,668.05	20,668.05	923900	783190	-PROFESSIONAL SERVICES	JUN-2014
715	Legal	STOLL KEENON OGDEN PLLC			22,138.74	22,138.74	923100	783189	-PROFESSIONAL SERVICES	JUN-2014
716	Legal	STOLL KEENON OGDEN PLLC			27,809.22	27,809.22	923100	783188	-PROFESSIONAL SERVICES	JUN-2014
717	Legal	STOLL KEENON OGDEN PLLC			56.85	56.85	923900	785110	-PROFESSIONAL SERVICES	JUL-2014
718	Legal	STOLL KEENON OGDEN PLLC			57.00	57.00	923100	786201	-PROFESSIONAL SERVICES	JUL-2014
719	Legal	STOLL KEENON OGDEN PLLC			80.35	80.35	923900	785095	-PROFESSIONAL SERVICES	JUL-2014
720	Legal	STOLL KEENON OGDEN PLLC			94.75	94.75	923900	785112	-PROFESSIONAL SERVICES	JUL-2014
721	Legal	STOLL KEENON OGDEN PLLC			121.28	121.28	923900	785087	-PROFESSIONAL SERVICES	JUL-2014
722	Legal	STOLL KEENON OGDEN PLLC			220.09	220.09	923100	786220	-PROFESSIONAL SERVICES	JUL-2014
723	Legal	STOLL KEENON OGDEN PLLC			399.35	399.35	923900	786224	-PROFESSIONAL SERVICES	JUL-2014
724	Legal	STOLL KEENON OGDEN PLLC			494.00	494.00	923100	786211	-PROFESSIONAL SERVICES	JUL-2014
725	Legal	STOLL KEENON OGDEN PLLC			498.38	498.38	923100	785101	-PROFESSIONAL SERVICES	JUL-2014
726	Legal	STOLL KEENON OGDEN PLLC			530.60	530.60	923100	787020	-PROFESSIONAL SERVICES	JUL-2014
727	Legal	STOLL KEENON OGDEN PLLC			606.40	606.40	923900	786226	-PROFESSIONAL SERVICES	JUL-2014
728	Legal	STOLL KEENON OGDEN PLLC			737.12	737.12	923100	786212	-PROFESSIONAL SERVICES	JUL-2014
729	Legal	STOLL KEENON OGDEN PLLC			879.44	879.44	923100	785098	-PROFESSIONAL SERVICES	JUL-2014

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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
730	Legal	STOLL KEENON OGDEN PLLC			986.44	986.44	923900	785094	-PROFESSIONAL SERVICES	JUL-2014
731	Legal	STOLL KEENON OGDEN PLLC			1,397.60	1,397.60	923100	786202	-PROFESSIONAL SERVICES	JUL-2014
732	Legal	STOLL KEENON OGDEN PLLC			1,498.20	1,498.20	923100	786219	-PROFESSIONAL SERVICES	JUL-2014
733	Legal	STOLL KEENON OGDEN PLLC			1,796.40	1,796.40	923100	786218	-PROFESSIONAL SERVICES	JUL-2014
734	Legal	STOLL KEENON OGDEN PLLC			1,868.90	1,868.90	923100	785107	-PROFESSIONAL SERVICES	JUL-2014
735	Legal	STOLL KEENON OGDEN PLLC			2,617.28	2,617.28	923100	786208	-PROFESSIONAL SERVICES	JUL-2014
736	Legal	STOLL KEENON OGDEN PLLC			2,772.80	2,772.80	923900	786204	-PROFESSIONAL SERVICES	JUL-2014
737	Legal	STOLL KEENON OGDEN PLLC			3,220.00	3,220.00	923900	785093	-PROFESSIONAL SERVICES	JUL-2014
738	Legal	STOLL KEENON OGDEN PLLC			3,684.70	3,684.70	923100	784356	-PROFESSIONAL SERVICES	JUL-2014
739	Legal	STOLL KEENON OGDEN PLLC			3,960.90	3,960.90	923100	785084	-PROFESSIONAL SERVICES	JUL-2014
740	Legal	STOLL KEENON OGDEN PLLC			11,527.09	11,527.09	923900	786205	-PROFESSIONAL SERVICES	JUL-2014
741	Legal	STOLL KEENON OGDEN PLLC			11,752.03	11,752.03	923900	786214	-PROFESSIONAL SERVICES	JUL-2014
742	Legal	STOLL KEENON OGDEN PLLC			12,352.07	12,352.07	923900	785344	-PROFESSIONAL SERVICES	JUL-2014
743	Legal	STOLL KEENON OGDEN PLLC			75,091.69	75,091.69	923100	785342	-PROFESSIONAL SERVICES	JUL-2014
744	Legal	STOLL KEENON OGDEN PLLC			38.80	38.80	923100	786223	-PROFESSIONAL SERVICES	AUG-2014
745	Legal	STOLL KEENON OGDEN PLLC			133.00	133.00	923100	787582	-PROFESSIONAL SERVICES	AUG-2014
746	Legal	STOLL KEENON OGDEN PLLC			1,023.42	1,023.42	923900	787015	-PROFESSIONAL SERVICES	AUG-2014
747	Legal	STOLL KEENON OGDEN PLLC			1,616.26	1,616.26	923100	787017	-PROFESSIONAL SERVICES	AUG-2014
748	Legal	STOLL KEENON OGDEN PLLC			3,215.80	3,215.80	923100	786221	-PROFESSIONAL SERVICES	AUG-2014
749	Legal	STOLL KEENON OGDEN PLLC			4,966.80	4,966.80	923100	787021	-PROFESSIONAL SERVICES	AUG-2014
750	Legal	STOLL KEENON OGDEN PLLC			11,172.07	11,172.07	923100	787590	-PROFESSIONAL SERVICES	AUG-2014
751	Legal	STOLL KEENON OGDEN PLLC			14,123.83	14,123.83	923100	784355	-PROFESSIONAL SERVICES	AUG-2014
752	Legal	STOLL KEENON OGDEN PLLC			20,631.23	20,631.23	923100	787019	-PROFESSIONAL SERVICES	AUG-2014
753	Legal	STOLL KEENON OGDEN PLLC			19.00	19.00	923100	790484	-PROFESSIONAL SERVICES	SEP-2014
754	Legal	STOLL KEENON OGDEN PLLC			19.00	19.00	923100	792292	-PROFESSIONAL SERVICES	SEP-2014
755	Legal	STOLL KEENON OGDEN PLLC			32.97	32.97	923900	790472	-PROFESSIONAL SERVICES	SEP-2014
756	Legal	STOLL KEENON OGDEN PLLC			37.90	37.90	923900	790493	-PROFESSIONAL SERVICES	SEP-2014
757	Legal	STOLL KEENON OGDEN PLLC			37.90	37.90	923900	792302	-PROFESSIONAL SERVICES	SEP-2014
758	Legal	STOLL KEENON OGDEN PLLC			57.00	57.00	923100	792321	-PROFESSIONAL SERVICES	SEP-2014
759	Legal	STOLL KEENON OGDEN PLLC			114.00	114.00	923100	790475	-PROFESSIONAL SERVICES	SEP-2014
760	Legal	STOLL KEENON OGDEN PLLC			121.28	121.28	923900	792284	-PROFESSIONAL SERVICES	SEP-2014
761	Legal	STOLL KEENON OGDEN PLLC			266.00	266.00	923100	792287	-PROFESSIONAL SERVICES	SEP-2014
762	Legal	STOLL KEENON OGDEN PLLC			266.00	266.00	923100	792286	-PROFESSIONAL SERVICES	SEP-2014
763	Legal	STOLL KEENON OGDEN PLLC			396.24	396.24	923100	790483	-PROFESSIONAL SERVICES	SEP-2014
764	Legal	STOLL KEENON OGDEN PLLC			529.60	529.60	923100	790482	-PROFESSIONAL SERVICES	SEP-2014
765	Legal	STOLL KEENON OGDEN PLLC			615.87	615.87	923900	790478	-PROFESSIONAL SERVICES	SEP-2014
766	Legal	STOLL KEENON OGDEN PLLC			768.45	768.45	923100	790495	-PROFESSIONAL SERVICES	SEP-2014
767	Legal	STOLL KEENON OGDEN PLLC			812.50	812.50	923100	792322	-PROFESSIONAL SERVICES	SEP-2014
768	Legal	STOLL KEENON OGDEN PLLC			979.04	979.04	923100	790469	-PROFESSIONAL SERVICES	SEP-2014
769	Legal	STOLL KEENON OGDEN PLLC			1,663.70	1,663.70	923100	790462	-PROFESSIONAL SERVICES	SEP-2014
770	Legal	STOLL KEENON OGDEN PLLC			2,259.43	2,259.43	923100	792291	-PROFESSIONAL SERVICES	SEP-2014
771	Legal	STOLL KEENON OGDEN PLLC			2,313.79	2,313.79	923900	790477	-PROFESSIONAL SERVICES	SEP-2014
772	Legal	STOLL KEENON OGDEN PLLC			2,462.14	2,462.14	923900	792303	-PROFESSIONAL SERVICES	SEP-2014
773	Legal	STOLL KEENON OGDEN PLLC			2,981.52	2,981.52	923100	792289	-PROFESSIONAL SERVICES	SEP-2014
774	Legal	STOLL KEENON OGDEN PLLC			3,047.60	3,047.60	923100	792081	-PROFESSIONAL SERVICES	SEP-2014
775	Legal	STOLL KEENON OGDEN PLLC			3,739.01	3,739.01	923900	790496	-PROFESSIONAL SERVICES	SEP-2014
776	Legal	STOLL KEENON OGDEN PLLC			4,637.27	4,637.27	923100	790463	-PROFESSIONAL SERVICES	SEP-2014
777	Legal	STOLL KEENON OGDEN PLLC			4,771.90	4,771.90	923100	792299	-PROFESSIONAL SERVICES	SEP-2014
778	Legal	STOLL KEENON OGDEN PLLC			5,128.10	5,128.10	923100	790467	-PROFESSIONAL SERVICES	SEP-2014
779	Legal	STOLL KEENON OGDEN PLLC			6,724.00	6,724.00	923100	790488	-PROFESSIONAL SERVICES	SEP-2014
780	Legal	STOLL KEENON OGDEN PLLC			7,698.84	7,698.84	923100	792319	-PROFESSIONAL SERVICES	SEP-2014
781	Legal	STOLL KEENON OGDEN PLLC			8,048.59	8,048.59	923900	790485	-PROFESSIONAL SERVICES	SEP-2014
782	Legal	STOLL KEENON OGDEN PLLC			11,562.85	11,562.85	923900	792293	-PROFESSIONAL SERVICES	SEP-2014
783	Legal	STOLL KEENON OGDEN PLLC			14,392.22	14,392.22	923100	790470	-PROFESSIONAL SERVICES	SEP-2014
784	Legal	STOLL KEENON OGDEN PLLC			20,966.80	20,966.80	923100	792282	-PROFESSIONAL SERVICES	SEP-2014
785	Legal	STOLL KEENON OGDEN PLLC			23.20	23.20	923100	790474	-PROFESSIONAL SERVICES	OCT-2014
786	Legal	STOLL KEENON OGDEN PLLC			65.33	65.33	923900	790457	-PROFESSIONAL SERVICES	OCT-2014
787	Legal	STOLL KEENON OGDEN PLLC			173.00	173.00	923100	792664	-PROFESSIONAL SERVICES	OCT-2014
788	Legal	STOLL KEENON OGDEN PLLC			173.00	173.00	923100	792663	-PROFESSIONAL SERVICES	OCT-2014
789	Legal	STOLL KEENON OGDEN PLLC			182.30	182.30	923100	792662	-PROFESSIONAL SERVICES	OCT-2014
790	Legal	STOLL KEENON OGDEN PLLC			1,040.00	1,040.00	923100	785086	-PROFESSIONAL SERVICES	OCT-2014
791	Legal	STOLL KEENON OGDEN PLLC			2,502.50	2,502.50	923100	790490	-PROFESSIONAL SERVICES	OCT-2014
792	Legal	THOMSON WEST			2,066.02	2,066.02	923900	27-NOV-2013 11:11 SERV	-THOMSON WEST**TCD #426746	NOV-2013
793	Legal	THOMSON WEST			2,066.02	2,066.02	923900	30-JAN-2014 09:01 SERV	-THOMSON WEST**TCD #426662	JAN-2014
794	Legal	THOMSON WEST			2,066.02	2,066.02	923900	30-JAN-2014 09:01 SERV	-THOMSON WEST**TCD #426662	JAN-2014
795	Legal	THOMSON WEST			2,066.02	2,066.02	923900	27-FEB-2014 13:02 SERV	-THOMSON WEST**TCD #426746	FEB-2014
796	Legal	THOMSON WEST			2,066.02	2,066.02	923900	27-MAR-2014 12:03 SERV	-THOMSON WEST**TCD #426746	MAR-2014
797	Legal	THOMSON WEST			2,066.02	2,066.02	923900	29-APR-2014 14:04 SERV	-THOMSON WEST**TCD #426746	APR-2014
798	Legal	THOMSON WEST			1,963.12	1,963.12	923900	29-MAY-2014 11:05 SERV	-THOMSON WEST**TCD #426746	MAY-2014
799	Legal	THOMSON WEST			1,963.12	1,963.12	923900	27-JUN-2014 13:06 SERV	-THOMSON WEST**TCD #426746	JUN-2014
800	Legal	THOMSON WEST			1,963.12	1,963.12	923900	29-JUL-2014 13:07 SERV	-THOMSON WEST**TCD #426662	JUL-2014
801	Legal	THOMSON WEST			1,963.12	1,963.12	923900	27-AUG-2014 13:08 SERV	-THOMSON WEST**TCD #411299	AUG-2014
802	Legal	THOMSON WEST			1,963.12	1,963.12	923900	29-SEP-2014 11:09 SERV	-THOMSON WEST**TCD #426662	OCT-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
803	Legal	THOMSON WEST			1,963.12	1,963.12	923900	29-OCT-2014 06:10 SERV	-THOMSON WEST**TCD #453093	OCT-2014
804	Legal	TROUTMAN SANDERS LLP			69.68	69.68	923900		-PROFESSIONAL SERVICES	NOV-2013
805	Legal	TROUTMAN SANDERS LLP			331.65	331.65	923900		-PROFESSIONAL SERVICES	NOV-2013
806	Legal	TROUTMAN SANDERS LLP			470.34	470.34	923900		-PROFESSIONAL SERVICES	NOV-2013
807	Legal	TROUTMAN SANDERS LLP			681.72	681.72	923900		-PROFESSIONAL SERVICES	NOV-2013
808	Legal	TROUTMAN SANDERS LLP			915.55	915.55	923900		-PROFESSIONAL SERVICES	NOV-2013
809	Legal	TROUTMAN SANDERS LLP			968.62	968.62	923900		-PROFESSIONAL SERVICES	NOV-2013
810	Legal	TROUTMAN SANDERS LLP			1,171.82	1,171.82	923900		-PROFESSIONAL SERVICES	NOV-2013
811	Legal	TROUTMAN SANDERS LLP			1,175.85	1,175.85	923900		-PROFESSIONAL SERVICES	NOV-2013
812	Legal	TROUTMAN SANDERS LLP			1,477.35	1,477.35	923900		-PROFESSIONAL SERVICES	NOV-2013
813	Legal	TROUTMAN SANDERS LLP			2,129.40	2,129.40	923900		-PROFESSIONAL SERVICES	NOV-2013
814	Legal	TROUTMAN SANDERS LLP			2,147.35	2,147.35	923900		-PROFESSIONAL SERVICES	NOV-2013
815	Legal	TROUTMAN SANDERS LLP			4,673.25	4,673.25	923900		-PROFESSIONAL SERVICES	NOV-2013
816	Legal	TROUTMAN SANDERS LLP			5,954.62	5,954.62	923900		-PROFESSIONAL SERVICES	NOV-2013
817	Legal	TROUTMAN SANDERS LLP			6,777.94	6,777.94	923900		-PROFESSIONAL SERVICES	NOV-2013
818	Legal	TROUTMAN SANDERS LLP			7,121.43	7,121.43	923900		-PROFESSIONAL SERVICES	NOV-2013
819	Legal	TROUTMAN SANDERS LLP			7,565.60	7,565.60	923900		-PROFESSIONAL SERVICES	NOV-2013
820	Legal	TROUTMAN SANDERS LLP			10,379.31	10,379.31	923900		-PROFESSIONAL SERVICES	NOV-2013
821	Legal	TROUTMAN SANDERS LLP			12,023.48	12,023.48	923900		-PROFESSIONAL SERVICES	NOV-2013
822	Legal	TROUTMAN SANDERS LLP			22,523.05	22,523.05	923900		-PROFESSIONAL SERVICES	NOV-2013
823	Legal	TROUTMAN SANDERS LLP			86.25	86.25	923900		-PROFESSIONAL SERVICES	DEC-2013
824	Legal	TROUTMAN SANDERS LLP			141.45	141.45	923900		-PROFESSIONAL SERVICES	DEC-2013
825	Legal	TROUTMAN SANDERS LLP			149.82	149.82	923900		-PROFESSIONAL SERVICES	DEC-2013
826	Legal	TROUTMAN SANDERS LLP			318.00	318.00	923900		-PROFESSIONAL SERVICES	DEC-2013
827	Legal	TROUTMAN SANDERS LLP			392.04	392.04	923900		-PROFESSIONAL SERVICES	DEC-2013
828	Legal	TROUTMAN SANDERS LLP			446.35	446.35	923900		-PROFESSIONAL SERVICES	DEC-2013
829	Legal	TROUTMAN SANDERS LLP			533.99	533.99	923900		-PROFESSIONAL SERVICES	DEC-2013
830	Legal	TROUTMAN SANDERS LLP			591.49	591.49	923900		-PROFESSIONAL SERVICES	DEC-2013
831	Legal	TROUTMAN SANDERS LLP			610.44	610.44	923900		-PROFESSIONAL SERVICES	DEC-2013
832	Legal	TROUTMAN SANDERS LLP			646.14	646.14	923900		-PROFESSIONAL SERVICES	DEC-2013
833	Legal	TROUTMAN SANDERS LLP			906.00	906.00	923900		-PROFESSIONAL SERVICES	DEC-2013
834	Legal	TROUTMAN SANDERS LLP			1,345.50	1,345.50	923900		-PROFESSIONAL SERVICES	DEC-2013
835	Legal	TROUTMAN SANDERS LLP			1,656.00	1,656.00	923900		-PROFESSIONAL SERVICES	DEC-2013
836	Legal	TROUTMAN SANDERS LLP			1,980.00	1,980.00	923100		-PROFESSIONAL SERVICES	DEC-2013
837	Legal	TROUTMAN SANDERS LLP			2,050.20	2,050.20	923900		-PROFESSIONAL SERVICES	DEC-2013
838	Legal	TROUTMAN SANDERS LLP			3,294.78	3,294.78	923900		-PROFESSIONAL SERVICES	DEC-2013
839	Legal	TROUTMAN SANDERS LLP			3,492.06	3,492.06	923900		-PROFESSIONAL SERVICES	DEC-2013
840	Legal	TROUTMAN SANDERS LLP			3,974.36	3,974.36	923900		-PROFESSIONAL SERVICES	DEC-2013
841	Legal	TROUTMAN SANDERS LLP			4,994.03	4,994.03	923900		-PROFESSIONAL SERVICES	DEC-2013
842	Legal	TROUTMAN SANDERS LLP			10,545.18	10,545.18	923900		-PROFESSIONAL SERVICES	DEC-2013
843	Legal	TROUTMAN SANDERS LLP			94.22	94.22	923900		-PROFESSIONAL SERVICES	FEB-2014
844	Legal	TROUTMAN SANDERS LLP			134.91	134.91	923900		-PROFESSIONAL SERVICES	FEB-2014
845	Legal	TROUTMAN SANDERS LLP			163.20	163.20	923900		-PROFESSIONAL SERVICES	FEB-2014
846	Legal	TROUTMAN SANDERS LLP			228.80	228.80	923900		-PROFESSIONAL SERVICES	FEB-2014
847	Legal	TROUTMAN SANDERS LLP			245.96	245.96	923900		-PROFESSIONAL SERVICES	FEB-2014
848	Legal	TROUTMAN SANDERS LLP			448.56	448.56	923900		-PROFESSIONAL SERVICES	FEB-2014
849	Legal	TROUTMAN SANDERS LLP			544.36	544.36	923900		-PROFESSIONAL SERVICES	FEB-2014
850	Legal	TROUTMAN SANDERS LLP			620.73	620.73	923900		-PROFESSIONAL SERVICES	FEB-2014
851	Legal	TROUTMAN SANDERS LLP			733.16	733.16	923900		-PROFESSIONAL SERVICES	FEB-2014
852	Legal	TROUTMAN SANDERS LLP			3,916.82	3,916.82	923900		-PROFESSIONAL SERVICES	FEB-2014
853	Legal	TROUTMAN SANDERS LLP			6,331.50	6,331.50	923900		-PROFESSIONAL SERVICES	FEB-2014
854	Legal	TROUTMAN SANDERS LLP			13,802.00	13,802.00	923100		-PROFESSIONAL SERVICES	FEB-2014
855	Legal	TROUTMAN SANDERS LLP			52.00	52.00	923100		-PROFESSIONAL SERVICES	APR-2014
856	Legal	TROUTMAN SANDERS LLP			67.20	67.20	923900		-PROFESSIONAL SERVICES	APR-2014
857	Legal	TROUTMAN SANDERS LLP			111.80	111.80	923900		-PROFESSIONAL SERVICES	APR-2014
858	Legal	TROUTMAN SANDERS LLP			188.76	188.76	923900		-PROFESSIONAL SERVICES	APR-2014
859	Legal	TROUTMAN SANDERS LLP			290.68	290.68	923900		-PROFESSIONAL SERVICES	APR-2014
860	Legal	TROUTMAN SANDERS LLP			306.80	306.80	923900		-PROFESSIONAL SERVICES	APR-2014
861	Legal	TROUTMAN SANDERS LLP			330.32	330.32	923900		-PROFESSIONAL SERVICES	APR-2014
862	Legal	TROUTMAN SANDERS LLP			338.00	338.00	923100		-PROFESSIONAL SERVICES	APR-2014
863	Legal	TROUTMAN SANDERS LLP			359.37	359.37	923900		-PROFESSIONAL SERVICES	APR-2014
864	Legal	TROUTMAN SANDERS LLP			399.36	399.36	923900		-PROFESSIONAL SERVICES	APR-2014
865	Legal	TROUTMAN SANDERS LLP			574.86	574.86	923900		-PROFESSIONAL SERVICES	APR-2014
866	Legal	TROUTMAN SANDERS LLP			821.34	821.34	923900		-PROFESSIONAL SERVICES	APR-2014
867	Legal	TROUTMAN SANDERS LLP			1,101.27	1,101.27	923900		-PROFESSIONAL SERVICES	APR-2014
868	Legal	TROUTMAN SANDERS LLP			1,569.81	1,569.81	923900		-PROFESSIONAL SERVICES	APR-2014
869	Legal	TROUTMAN SANDERS LLP			2,562.75	2,562.75	923900		-PROFESSIONAL SERVICES	APR-2014
870	Legal	TROUTMAN SANDERS LLP			2,562.75	2,562.75	923900		-PROFESSIONAL SERVICES	APR-2014
871	Legal	TROUTMAN SANDERS LLP			2,667.60	2,667.60	923900		-PROFESSIONAL SERVICES	APR-2014
872	Legal	TROUTMAN SANDERS LLP			2,773.80	2,773.80	923900		-PROFESSIONAL SERVICES	APR-2014
873	Legal	TROUTMAN SANDERS LLP			2,846.99	2,846.99	923900		-PROFESSIONAL SERVICES	APR-2014
874	Legal	TROUTMAN SANDERS LLP			4,003.48	4,003.48	923900		-PROFESSIONAL SERVICES	APR-2014
875	Legal	TROUTMAN SANDERS LLP			5,698.35	5,698.35	923900		-PROFESSIONAL SERVICES	APR-2014

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
876	Legal	TROUTMAN SANDERS LLP			7,430.97	7,430.97	923900	1557876	-PROFESSIONAL SERVICES	APR-2014
877	Legal	TROUTMAN SANDERS LLP			84.61	84.61	923900	1571985	-PROFESSIONAL SERVICES	MAY-2014
878	Legal	TROUTMAN SANDERS LLP			180.90	180.90	923900	1571986	-PROFESSIONAL SERVICES	MAY-2014
879	Legal	TROUTMAN SANDERS LLP			1,628.10	1,628.10	923900	1571982	-PROFESSIONAL SERVICES	MAY-2014
880	Legal	TROUTMAN SANDERS LLP			2,442.15	2,442.15	923900	1571987	-PROFESSIONAL SERVICES	MAY-2014
881	Legal	TROUTMAN SANDERS LLP			3,081.85	3,081.85	923900	1571979	-PROFESSIONAL SERVICES	MAY-2014
882	Legal	TROUTMAN SANDERS LLP			4,281.30	4,281.30	923900	1572001	-PROFESSIONAL SERVICES	MAY-2014
883	Legal	TROUTMAN SANDERS LLP			6,936.84	6,936.84	923900	1571988	-PROFESSIONAL SERVICES	MAY-2014
884	Legal	TROUTMAN SANDERS LLP			57.60	57.60	923900	1577665	-PROFESSIONAL SERVICES	JUN-2014
885	Legal	TROUTMAN SANDERS LLP			67.20	67.20	923900	1583639	-PROFESSIONAL SERVICES	JUN-2014
886	Legal	TROUTMAN SANDERS LLP			124.80	124.80	923900	1571981	-PROFESSIONAL SERVICES	JUN-2014
887	Legal	TROUTMAN SANDERS LLP			258.00	258.00	923100	1583643	-PROFESSIONAL SERVICES	JUN-2014
888	Legal	TROUTMAN SANDERS LLP			306.19	306.19	923900	1583637	-PROFESSIONAL SERVICES	JUN-2014
889	Legal	TROUTMAN SANDERS LLP			327.60	327.60	923900	1577675	-PROFESSIONAL SERVICES	JUN-2014
890	Legal	TROUTMAN SANDERS LLP			330.98	330.98	923900	1579339	-PROFESSIONAL SERVICES	JUN-2014
891	Legal	TROUTMAN SANDERS LLP			331.65	331.65	923900	1577672	-PROFESSIONAL SERVICES	JUN-2014
892	Legal	TROUTMAN SANDERS LLP			391.95	391.95	923900	1583644	-PROFESSIONAL SERVICES	JUN-2014
893	Legal	TROUTMAN SANDERS LLP			391.95	391.95	923900	1577661	-PROFESSIONAL SERVICES	JUN-2014
894	Legal	TROUTMAN SANDERS LLP			397.80	397.80	923900	1572002	-PROFESSIONAL SERVICES	JUN-2014
895	Legal	TROUTMAN SANDERS LLP			483.34	483.34	923900	1577659	-PROFESSIONAL SERVICES	JUN-2014
896	Legal	TROUTMAN SANDERS LLP			564.30	564.30	923900	1577943	-PROFESSIONAL SERVICES	JUN-2014
897	Legal	TROUTMAN SANDERS LLP			603.00	603.00	923900	1577666	-PROFESSIONAL SERVICES	JUN-2014
898	Legal	TROUTMAN SANDERS LLP			633.15	633.15	923900	1583640	-PROFESSIONAL SERVICES	JUN-2014
899	Legal	TROUTMAN SANDERS LLP			792.48	792.48	923900	1571978	-PROFESSIONAL SERVICES	JUN-2014
900	Legal	TROUTMAN SANDERS LLP			865.80	865.80	923900	1571984	-PROFESSIONAL SERVICES	JUN-2014
901	Legal	TROUTMAN SANDERS LLP			1,082.05	1,082.05	923900	1583636	-PROFESSIONAL SERVICES	JUN-2014
902	Legal	TROUTMAN SANDERS LLP			1,086.00	1,086.00	923100	1577670	-PROFESSIONAL SERVICES	JUN-2014
903	Legal	TROUTMAN SANDERS LLP			1,281.28	1,281.28	923900	1577671	-PROFESSIONAL SERVICES	JUN-2014
904	Legal	TROUTMAN SANDERS LLP			1,415.18	1,415.18	923900	1579338	-PROFESSIONAL SERVICES	JUN-2014
905	Legal	TROUTMAN SANDERS LLP			1,485.05	1,485.05	923900	1579341	-PROFESSIONAL SERVICES	JUN-2014
906	Legal	TROUTMAN SANDERS LLP			1,853.00	1,853.00	923100	1577664	-PROFESSIONAL SERVICES	JUN-2014
907	Legal	TROUTMAN SANDERS LLP			2,683.35	2,683.35	923900	1583641	-PROFESSIONAL SERVICES	JUN-2014
908	Legal	TROUTMAN SANDERS LLP			3,527.55	3,527.55	923900	1577674	-PROFESSIONAL SERVICES	JUN-2014
909	Legal	TROUTMAN SANDERS LLP			4,074.00	4,074.00	923900	1583646	-PROFESSIONAL SERVICES	JUN-2014
910	Legal	TROUTMAN SANDERS LLP			4,884.30	4,884.30	923900	1577942	-PROFESSIONAL SERVICES	JUN-2014
911	Legal	TROUTMAN SANDERS LLP			7,509.69	7,509.69	923900	1577673	-PROFESSIONAL SERVICES	JUN-2014
912	Legal	TROUTMAN SANDERS LLP			180.90	180.90	923900	1579340	-PROFESSIONAL SERVICES	JUL-2014
913	Legal	TROUTMAN SANDERS LLP			391.95	391.95	923900	1585790	-PROFESSIONAL SERVICES	JUL-2014
914	Legal	TROUTMAN SANDERS LLP			765.01	765.01	923900	1583635	-PROFESSIONAL SERVICES	JUL-2014
915	Legal	TROUTMAN SANDERS LLP			990.00	990.00	923100	1583634	-PROFESSIONAL SERVICES	JUL-2014
916	Legal	TROUTMAN SANDERS LLP			1,777.79	1,777.79	923900	1591263	-PROFESSIONAL SERVICES	JUL-2014
917	Legal	TROUTMAN SANDERS LLP			2,623.05	2,623.05	923900	1583648	-PROFESSIONAL SERVICES	JUL-2014
918	Legal	TROUTMAN SANDERS LLP			2,803.95	2,803.95	923900	1583649	-PROFESSIONAL SERVICES	JUL-2014
919	Legal	TROUTMAN SANDERS LLP			5,659.01	5,659.01	923100	1583638	-PROFESSIONAL SERVICES	JUL-2014
920	Legal	TROUTMAN SANDERS LLP			5,784.78	5,784.78	923900	1583647	-PROFESSIONAL SERVICES	JUL-2014
921	Legal	TROUTMAN SANDERS LLP			124.09	124.09	923900	1592759	-PROFESSIONAL SERVICES	AUG-2014
922	Legal	TROUTMAN SANDERS LLP			238.63	238.63	923100	1592763	-PROFESSIONAL SERVICES	AUG-2014
923	Legal	TROUTMAN SANDERS LLP			254.70	254.70	923900	1597546	-PROFESSIONAL SERVICES	AUG-2014
924	Legal	TROUTMAN SANDERS LLP			297.80	297.80	923900	1597537	-PROFESSIONAL SERVICES	AUG-2014
925	Legal	TROUTMAN SANDERS LLP			429.53	429.53	923100	1592758	-PROFESSIONAL SERVICES	AUG-2014
926	Legal	TROUTMAN SANDERS LLP			431.36	431.36	923900	1597545	-PROFESSIONAL SERVICES	AUG-2014
927	Legal	TROUTMAN SANDERS LLP			439.81	439.81	923900	1597527	-PROFESSIONAL SERVICES	AUG-2014
928	Legal	TROUTMAN SANDERS LLP			444.88	444.88	923900	1592754	-PROFESSIONAL SERVICES	AUG-2014
929	Legal	TROUTMAN SANDERS LLP			479.64	479.64	923900	1592769	-PROFESSIONAL SERVICES	AUG-2014
930	Legal	TROUTMAN SANDERS LLP			479.64	479.64	923900	1597536	-PROFESSIONAL SERVICES	AUG-2014
931	Legal	TROUTMAN SANDERS LLP			631.16	631.16	923900	1597543	-PROFESSIONAL SERVICES	AUG-2014
932	Legal	TROUTMAN SANDERS LLP			639.51	639.51	923900	1592764	-PROFESSIONAL SERVICES	AUG-2014
933	Legal	TROUTMAN SANDERS LLP			686.79	686.79	923900	1597540	-PROFESSIONAL SERVICES	AUG-2014
934	Legal	TROUTMAN SANDERS LLP			703.47	703.47	923900	1597544	-PROFESSIONAL SERVICES	AUG-2014
935	Legal	TROUTMAN SANDERS LLP			719.42	719.42	923900	1592755	-PROFESSIONAL SERVICES	AUG-2014
936	Legal	TROUTMAN SANDERS LLP			744.78	744.78	923900	1597547	-PROFESSIONAL SERVICES	AUG-2014
937	Legal	TROUTMAN SANDERS LLP			767.42	767.42	923900	1597538	-PROFESSIONAL SERVICES	AUG-2014
938	Legal	TROUTMAN SANDERS LLP			863.35	863.35	923900	1597542	-PROFESSIONAL SERVICES	AUG-2014
939	Legal	TROUTMAN SANDERS LLP			868.57	868.57	923900	1597532	-PROFESSIONAL SERVICES	AUG-2014
940	Legal	TROUTMAN SANDERS LLP			1,224.55	1,224.55	923900	1597528	-PROFESSIONAL SERVICES	AUG-2014
941	Legal	TROUTMAN SANDERS LLP			1,389.76	1,389.76	923900	1592753	-PROFESSIONAL SERVICES	AUG-2014
942	Legal	TROUTMAN SANDERS LLP			1,406.93	1,406.93	923900	1592765	-PROFESSIONAL SERVICES	AUG-2014
943	Legal	TROUTMAN SANDERS LLP			1,988.06	1,988.06	923900	1592767	-PROFESSIONAL SERVICES	AUG-2014
944	Legal	TROUTMAN SANDERS LLP			2,310.88	2,310.88	923900	1597539	-PROFESSIONAL SERVICES	AUG-2014
945	Legal	TROUTMAN SANDERS LLP			2,430.16	2,430.16	923900	1592768	-PROFESSIONAL SERVICES	AUG-2014
946	Legal	TROUTMAN SANDERS LLP			2,433.99	2,433.99	923100	1597529	-PROFESSIONAL SERVICES	AUG-2014
947	Legal	TROUTMAN SANDERS LLP			2,909.80	2,909.80	923900	1592752	-PROFESSIONAL SERVICES	AUG-2014
948	Legal	TROUTMAN SANDERS LLP			3,007.67	3,007.67	923900	1592766	-PROFESSIONAL SERVICES	AUG-2014

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
949	Legal	TROUTMAN SANDERS LLP			3,518.61	3,518.61	923900	1592757	-PROFESSIONAL SERVICES	AUG-2014
950	Legal	TROUTMAN SANDERS LLP			3,555.45	3,555.45	923900	1597531	-PROFESSIONAL SERVICES	AUG-2014
951	Legal	TROUTMAN SANDERS LLP			3,847.73	3,847.73	923900	1592770	-PROFESSIONAL SERVICES	AUG-2014
952	Legal	TROUTMAN SANDERS LLP			5,362.20	5,362.20	923900	1592775	-PROFESSIONAL SERVICES	AUG-2014
953	Legal	TROUTMAN SANDERS LLP			8,313.72	8,313.72	923900	1592756	-PROFESSIONAL SERVICES	AUG-2014
954	Legal	TROUTMAN SANDERS LLP			8,569.81	8,569.81	923900	1597541	-PROFESSIONAL SERVICES	AUG-2014
955	Legal	TROUTMAN SANDERS LLP			10,873.10	10,873.10	923900	1597549	-PROFESSIONAL SERVICES	AUG-2014
956	Legal	TROUTMAN SANDERS LLP			19,409.56	19,409.56	923100	1597548	-PROFESSIONAL SERVICES	AUG-2014
957	Legal	TROUTMAN SANDERS LLP			21,345.15	21,345.15	923100	1592774	-PROFESSIONAL SERVICES	AUG-2014
958	Legal	TROUTMAN SANDERS LLP			397.07	397.07	923900	1606653	-PROFESSIONAL SERVICES	SEP-2014
959	Legal	TROUTMAN SANDERS LLP			397.08	397.08	923900	1606660	-PROFESSIONAL SERVICES	SEP-2014
960	Legal	TROUTMAN SANDERS LLP			598.20	598.20	923900	1606652	-PROFESSIONAL SERVICES	SEP-2014
961	Legal	TROUTMAN SANDERS LLP			777.15	777.15	923900	1606662	-PROFESSIONAL SERVICES	SEP-2014
962	Legal	TROUTMAN SANDERS LLP			828.12	828.12	923900	1606663	-PROFESSIONAL SERVICES	SEP-2014
963	Legal	TROUTMAN SANDERS LLP			1,023.23	1,023.23	923900	1606650	-PROFESSIONAL SERVICES	SEP-2014
964	Legal	TROUTMAN SANDERS LLP			1,438.92	1,438.92	923900	1606661	-PROFESSIONAL SERVICES	SEP-2014
965	Legal	TROUTMAN SANDERS LLP			1,548.20	1,548.20	923900	1606667	-PROFESSIONAL SERVICES	SEP-2014
966	Legal	TROUTMAN SANDERS LLP			1,960.55	1,960.55	923900	1606666	-PROFESSIONAL SERVICES	SEP-2014
967	Legal	TROUTMAN SANDERS LLP			3,389.44	3,389.44	923900	1606664	-PROFESSIONAL SERVICES	SEP-2014
968	Legal	TROUTMAN SANDERS LLP			3,713.37	3,713.37	923900	1592772	-PROFESSIONAL SERVICES	SEP-2014
969	Legal	TROUTMAN SANDERS LLP			4,628.08	4,628.08	923900	1606673	-PROFESSIONAL SERVICES	SEP-2014
970	Legal	TROUTMAN SANDERS LLP			5,340.80	5,340.80	923900	1606655	-PROFESSIONAL SERVICES	SEP-2014
971	Legal	TROUTMAN SANDERS LLP			12,948.83	12,948.83	923900	1597552	-PROFESSIONAL SERVICES	SEP-2014
972	Legal	TROUTMAN SANDERS LLP			24,812.48	24,812.48	923100	1606669	-PROFESSIONAL SERVICES	SEP-2014
973	Legal	TROUTMAN SANDERS LLP			48.01	48.01	923900	1606671	-PROFESSIONAL SERVICES	OCT-2014
974	Legal	TROUTMAN SANDERS LLP			79.78	79.78	923900	1606654	-PROFESSIONAL SERVICES	OCT-2014
975	Legal	TROUTMAN SANDERS LLP			319.76	319.76	923900	1592776	-PROFESSIONAL SERVICES	OCT-2014
976	Legal	TROUTMAN SANDERS LLP			610.35	610.35	923900	1597530	-PROFESSIONAL SERVICES	OCT-2014
977	Legal	TROUTMAN SANDERS LLP			3,288.78	3,288.78	923900	11592773	-PROFESSIONAL SERVICES	OCT-2014
978	Legal	TROUTMAN SANDERS LLP			9,265.74	9,265.74	923900	1592771	-PROFESSIONAL SERVICES	OCT-2014
979	Legal	TWO RIVERS LAW GROUP			368.00	368.00	923100	25946	-PROFESSIONAL SERVICES	AUG-2014
980	Legal	TWO RIVERS LAW GROUP			460.00	460.00	923100	26356	-PROFESSIONAL SERVICES	AUG-2014
981	Legal	TWO RIVERS LAW GROUP			2,368.50	2,368.50	923100	24151	-PROFESSIONAL SERVICES	AUG-2014
982	Legal	VAN NESS FELDMAN			7.68	7.68	923900	108468	-PROFESSIONAL SERVICES	FEB-2014
983	Legal	VAN NESS FELDMAN			35.29	35.29	923900	108827	-PROFESSIONAL SERVICES	FEB-2014
984	Legal	VAN NESS FELDMAN			3.88	3.88	923900	110124	-PROFESSIONAL SERVICES	APR-2014
985	Legal	VAN NESS FELDMAN			74.07	74.07	923900	110605	-PROFESSIONAL SERVICES	MAY-2014
986	Legal	VAN NESS FELDMAN			29.69	29.69	923900	11958	-PROFESSIONAL SERVICES	JUN-2014
987	Legal	VAN NESS FELDMAN			40.98	40.98	923900	111277	-PROFESSIONAL SERVICES	JUN-2014
988	Legal	VAN NESS FELDMAN			16.37	16.37	923900	112804	-PROFESSIONAL SERVICES	AUG-2014
989	Legal	VAN NESS FELDMAN			39.48	39.48	923900	114063	-PROFESSIONAL SERVICES	OCT-2014
990	Legal	VAN NESS FELDMAN			49.50	49.50	923900	113433	-PROFESSIONAL SERVICES	OCT-2014
991	Legal	WHITLOW ROBERTS HOUSTON AND STRAUB			2,641.66	2,641.66	923100	68408	-PROFESSIONAL SERVICES	APR-2014
992	Legal Total				2,641,675.56	2,641,675.56				
993	Other	Accounts Payable			(89.30)	(89.30)	923900	AP Discounts	Transfer from Org: 025590 via ALL-009: 0110-50.05%: Creating a new PO number do to new charge numbers.	MAR-2014
994	Other	Accounts Payable			(105.60)	(105.60)	923900	AP Discounts	Transfer from Org: 026496 via ALL-009: 0110-50%: Ross Lister	JUL-2014
995	Other	ACQUIA INC			100.10	100.10	923900	S18246	-Enterprise Services Subscription 3/12/14 - 3/11/15	FEB-2014
996	Other	ACQUIA INC			3,927.92	3,927.92	923900	S18246	-Enterprise Services Subscription 3/12/14 - 3/11/15	FEB-2014
997	Other	ACTION SYSTEMS INC			26.60	26.60	923900	131741	-ACTION SYSTEMS - INV 13-1741 DATED 10/21/2013	NOV-2013
998	Other	ACTION SYSTEMS INC			177.34	177.34	923900	131522	-ACTION SYSTEMS INC - RECONFIGURE KNOLL MORRISON STATIONS, INCLUDING ONE GEIGER OFFICE (AS PER INV 13-1522 DATED 9/16/2013)	NOV-2013
999	Other	ACTION SYSTEMS INC			283.75	283.75	923900	131700	-ACTION SYSTEMS - RECONFIGURE 3 KICK STATIONS - LGE 2ND FLOOR INV 13-1700 DATED 10/14/2013	NOV-2013
1,000	Other	ACTION SYSTEMS INC			44.34	44.34	923900	131959	-ACTION SYSTEMS - RECONFIGURE 1 WORKSTATION - LGE CTR 8TH FLOOR (INV #13-1959 DATED 12/9/2013)	DEC-2013
1,001	Other	ACTION SYSTEMS INC			70.94	70.94	923900	131960	-ACTION SYSTEMS - RECONFIGURE 1 WORKSTATION - LGE CTR 10TH FLOOR (INV #13-1960 DATED 12/9/2013)	DEC-2013
1,002	Other	ACTION SYSTEMS INC			133.01	133.01	923900	131962	-ACTION SYSTEMS - RECONFIGURE 1 WORKSTATION - LGE CTR 11TH FLOOR (INV #13-1962 DATED 12/9/2013)	DEC-2013
1,003	Other	ADI			69.06	69.06	923900	29-APR-2014 14:04 SERV	-ADI-LS #419295	APR-2014
1,004	Other	ALEXIS LOBBY SHOP			21.48	21.48	923900	31-DEC-2013 11:12 SERV	-ALEXIS LOBBY SHOP #426472	DEC-2013
1,005	Other	ALISON AND ASSOCIATES			5.65	5.65	923100	LGE360	-freight	OCT-2014
1,006	Other	ALISON AND ASSOCIATES			(279.66)	(279.66)	923100	LGE360	-Alison & Associates Invoice LGE360; 361 3560	OCT-2014
1,007	Other	ALISON AND ASSOCIATES			369.75	369.75	923100	LGE360	-Alison & Associates Invoice LGE360; 361 3560	OCT-2014
1,008	Other	ALM MEDIA, LLC			386.43	386.43	923900	27-AUG-2014 13:08 SERV	-ALM MEDIA, LLC #422034	AUG-2014
1,009	Other	AMAZON MARKETPLACE			117.57	117.57	923900	31-DEC-2013 11:12 SERV	-AMAZON MKTPLACE PMTS #426472	DEC-2013
1,010	Other	AMAZON MARKETPLACE			182.90	182.90	923900	31-DEC-2013 11:12 SERV	-AMAZON MKTPLACE PMTS #426472	DEC-2013
1,011	Other	AMAZON MARKETPLACE			209.02	209.02	923900	31-DEC-2013 11:12 SERV	-AMAZON MKTPLACE PMTS #426472	DEC-2013
1,012	Other	AMAZON MARKETPLACE			278.27	278.27	923900	31-DEC-2013 11:12 SERV	-AMAZON MKTPLACE PMTS #426472	DEC-2013
1,013	Other	AMAZON MARKETPLACE			3.36	3.36	923900	29-MAY-2014 11:05 SERV	-AMAZON MKTPLACE PMTS #388752	MAY-2014
1,014	Other	AMAZON MARKETPLACE			3.74	3.74	923900	29-MAY-2014 11:05 SERV	-AMAZON MKTPLACE PMTS #388752	MAY-2014
1,015	Other	AMAZON MARKETPLACE			4.59	4.59	923900	29-MAY-2014 11:05 SERV	-AMAZON MKTPLACE PMTS #388752	MAY-2014
1,016	Other	AMAZON MARKETPLACE			5.50	5.50	923900	29-MAY-2014 11:05 SERV	-AMAZON MKTPLACE PMTS #388752	MAY-2014
1,017	Other	AMAZON MARKETPLACE			5.50	5.50	923900	29-MAY-2014 11:05 SERV	-AMAZON MKTPLACE PMTS #388752	MAY-2014
1,018	Other	AMERICAN FILING SOLUTIONS			138.77	138.77	923100	31-DEC-2013 11:12 SERV	-AMERICAN FILING SOLUTIONS #031246	DEC-2013
1,019	Other	AMERICAN FLOOR MATS			183.93	183.93	923900	31-DEC-2013 11:12 SERV	-AMERICAN FLOOR MATS #426472	DEC-2013
1,020	Other	AMERICAN RED CROSS			947.53	947.53	923900	31-DEC-2013 11:12 SERV	-AMERICAN RED CROSS #426472	DEC-2013

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,021	Other	AMERICAN RED CROSS			998.20	998.20	923900	31-DEC-2013 11:12 SERV	-AMERICAN RED CROSS #426472	DEC-2013
1,022	Other	AMERICA'S FINEST FILTERS			3,030.20	3,030.20	923900	31-DEC-2013 11:12 SERV	-AMERICA'S FINEST FILTERS #940249	DEC-2013
1,023	Other	ANALYSTS INTERNATIONAL			8,748.55	8,748.55	923900	IN00032427	-Temporary IT Resources (Krishna Nerusa-Award Rec)	NOV-2013
1,024	Other	ANALYSTS INTERNATIONAL			3,768.77	3,768.77	923900	IN00038427	-Temporary IT Resource - Gary Wright	MAR-2014
1,025	Other	ANALYSTS INTERNATIONAL			7,607.60	7,607.60	923900	IN00038426	-Temporary IT Resources (Krishna Nerusa-Award Rec)	MAR-2014
1,026	Other	ANALYSTS INTERNATIONAL			4,184.18	4,184.18	923900	IN00039485	-Temporary IT Resources (Krishna Nerusa-Award Rec)	APR-2014
1,027	Other	ANALYSTS INTERNATIONAL			8,858.85	8,858.85	923900	IN00039766	-Temporary IT Resource - Gary Wright	APR-2014
1,028	Other	ANALYSTS INTERNATIONAL			2,220.00	2,220.00	923900	IN00041271	-Temporary IT Resource - Gary Wright	JUN-2014
1,029	Other	ANALYSTS INTERNATIONAL			5,700.00	5,700.00	923900	IN00041270	-Temporary IT Resources (Krishna Nerusa-Award Rec)	JUN-2014
1,030	Other	ANALYSTS INTERNATIONAL			7,980.00	7,980.00	923900	IN00041866	-Temporary IT Resources (Krishna Nerusa-Award Rec)	JUN-2014
1,031	Other	ANALYSTS INTERNATIONAL			7,980.00	7,980.00	923900	IN00043246	-Temporary IT Resources (Krishna Nerusa-Award Rec)	JUL-2014
1,032	Other	ANALYSTS INTERNATIONAL			8,624.00	8,624.00	923900	IN00044678	-Temporary IT Resources (Krishna Nerusa-Award Rec)	AUG-2014
1,033	Other	ANALYSTS INTERNATIONAL			2,352.00	2,352.00	923900	IN00046588	-Temporary IT Resources (Krishna Nerusa-Award Rec)	OCT-2014
1,034	Other	ANALYSTS INTERNATIONAL			8,232.00	8,232.00	923900	IN00047674	-Temporary IT Resources (Krishna Nerusa-Award Rec)	OCT-2014
1,035	Other	ASSURED ASSET PROTECTION INC			476.80	476.80	923900	2013120	-inv 2013-120	NOV-2013
1,036	Other	ASSURED ASSET PROTECTION INC			4,216.98	4,216.98	923900	201415	-Creating a new PO number do to new charge numbers. Using the remaining amount on the current contract, this is not for additional funding. The original PO #43520 will be at \$0 now.	FEB-2014
1,037	Other	ASSURED ASSET PROTECTION INC			8,930.54	8,930.54	923900	201424	-Creating a new PO number do to new charge numbers. Using the remaining amount on the current contract, this is not for additional funding. The original PO #43520 will be at \$0 now.	MAR-2014
1,038	Other	ASSURED ASSET PROTECTION INC			5,504.41	5,504.41	923900	201433	-Creating a new PO number do to new charge numbers. Using the remaining amount on the current contract, this is not for additional funding. The original PO #43520 will be at \$0 now.	APR-2014
1,039	Other	ASSURED ASSET PROTECTION INC			3,559.14	3,559.14	923900	201453	-Creating a new PO number do to new charge numbers. Using the remaining amount on the current contract, this is not for additional funding. The original PO #43520 will be at \$0 now.	MAY-2014
1,040	Other	ASSURED ASSET PROTECTION INC			(3,425.00)	(3,425.00)	923900	201424	-COD VDR	JUN-2014
1,041	Other	ASSURED ASSET PROTECTION INC			5,257.61	5,257.61	923900	201471	-Creating a new PO number do to new charge numbers. Using the remaining amount on the current contract, this is not for additional funding. The original PO #43520 will be at \$0 now.	JUN-2014
1,042	Other	ASSURED ASSET PROTECTION INC			4,488.30	4,488.30	923900	201497	-Creating a new PO number do to new charge numbers. Using the remaining amount on the current contract, this is not for additional funding. The original PO #43520 will be at \$0 now.	AUG-2014
1,043	Other	ASSURED ASSET PROTECTION INC			4,250.57	4,250.57	923900	2014108	-Creating a new PO number do to new charge numbers. Using the remaining amount on the current contract, this is not for additional funding. The original PO #43520 will be at \$0 now.	SEP-2014
1,044	Other	ASSURED ASSET PROTECTION INC			5,623.49	5,623.49	923900	2014123	-Creating a new PO number do to new charge numbers. Using the remaining amount on the current contra	OCT-2014
1,045	Other	ASSURED ASSET PROTECTION INC			5,050.00	5,050.00	923900	1703-0020-1014 Adjustment USD	SERVCO Manual Accrual	OCT-2014
1,046	Other	ASSURED ASSET PROTECTION INC			30.00	30.00	923900	1703-0020-1014 Adjustment USD	SERVCO Manual Accrual	OCT-2014
1,047	Other	AVIATION SYSTEMS INC			587.50	587.50	923100	30161	-PROFESSIONAL SERVICES	DEC-2013
1,048	Other	AXXIS INC			2,071.20	2,071.20	923900	100046	-Labor	FEB-2014
1,049	Other	AXXIS INC			4,506.20	4,506.20	923900	100046	-Labor	FEB-2014
1,050	Other	B2T TRAINING LLC			669.94	669.94	923900	7566	-Actual travel expenses	MAY-2014
1,051	Other	B2T TRAINING LLC			7,250.00	7,250.00	923900	7547	-Use Case modeling and solution requirements May 6-8,2014 Instructor: Kate McGoe	JUN-2014
1,052	Other	B2T TRAINING LLC			(958.00)	(958.00)	923900	27-JUN-2014 13:06 SERV	-B2T TRAINING L.L.C. #086729	JUN-2014
1,053	Other	B2T TRAINING LLC			569.89	569.89	923900	7678	-Consulting Mentoring Collaboration Model Workshop, Instructor Kate McGoe, July 10-11, 2014 travel expenses	AUG-2014
1,054	Other	BAPTIST COMMUNITY HEALTHY			25.00	25.00	923900	27-AUG-2014 13:08 SERV	-BAPTIST COMMUNITY HEALTH #424071	AUG-2014
1,055	Other	BAPTIST HEALTH OCCUPATIONAL MEDICINE			27.50	27.50	923900	753428	-MILL CREEK to pay invoice 753428 for Drug/Alcohol test for Daniel Sorg	JUL-2014
1,056	Other	BAPTIST HEALTH OCCUPATIONAL MEDICINE			27.50	27.50	923900	757209	-CANE RUN to pay invoice 757209 for Drug/Alcohol test for Dana Farrow	AUG-2014
1,057	Other	BAPTISTWORX			26.50	26.50	923900	27-JUN-2014 13:06 SERV	-BAPTISTWORX FERN VALLEY O #391632	JUN-2014
1,058	Other	BARBARA BURKE AND ASSOCIATES INC			3,437.28	3,437.28	923900	14121	-Inv # 14121 - Intentional Coaching for BOs Tie to contract 86457	AUG-2014
1,059	Other	BELINE COURIER SERVICE			33.60	33.60	923900	29-JUL-2014 13:07 SERV	-BELINE COURIER SERVIC #419873	JUL-2014
1,060	Other	BEST STAMP & SEAL CO			73.47	73.47	923900	30-JAN-2014 09:01 SERV	-BEST STAMP & SEAL CO #426472	JAN-2014
1,061	Other	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES			1,603.74	1,603.74	923900	143427	-Bluegrass Mail December News Transmission. Invoice 143427	JUN-2014
1,062	Other	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES			2,534.61	2,534.61	923100	144948	-BlueGrass Mailing April NT	JUN-2014
1,063	Other	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES			3,200.63	3,200.63	923100	145356	-Bluegrass Mailing Invoice 145356	OCT-2014
1,064	Other	BLUEGRASS FRAMES			53.52	53.52	923900	29-OCT-2014 06:10 SERV	-BLUEGRASS FRAMES #419873	OCT-2014
1,065	Other	BOICE ENTERPRISES LLC			1,118.74	1,118.74	923900	LKE050914	-Video Conferencing Support (VCS upgrade to 8.1.1, Internal Video monitoring, Conference Call)	JUL-2014
1,066	Other	BOICE ENTERPRISES LLC			1,890.00	1,890.00	923900	1752-0020-1014 Adjustment USD	SERVCO Manual Accrual	OCT-2014
1,067	Other	BRATCHER SERVICES LLC			254.02	254.02	923100	27213	MAYSVILLE STOREROOM - REPLACE BULBS / BALLAST AND FIXTURES THROUGHOUT FACILITY AS REQUIRED (INV 272-13 STOREROOM)	NOV-2013
1,068	Other	BRATCHER SERVICES LLC			471.56	471.56	923900	26113	Simpsonville Generator Fuel Storage Area - Re-sealant as needed and add new backing rod into joints (inv 261-13 #10/3/2013)	NOV-2013
1,069	Other	BRATCHER SERVICES LLC			1,439.46	1,439.46	923100	27213	MAYSVILLE STOREROOM - REPLACE BULBS / BALLAST AND FIXTURES THROUGHOUT FACILITY AS REQUIRED (INV 272-13 STOREROOM)	NOV-2013
1,070	Other	BRATCHER SERVICES LLC			(94,777.00)	(94,777.00)	923100	25713	-COD VSD	NOV-2013
1,071	Other	BRATCHER SERVICES LLC			360.50	360.50	923100	29913	Greenville Storeroom lighting repairs (ballasts and bulbs) as per invoice 299-13 dated 12/13/2013	DEC-2013
1,072	Other	BRATCHER SERVICES LLC			588.18	588.18	923100	29913	Greenville Storeroom lighting repairs (ballasts and bulbs) as per invoice 299-13 dated 12/13/2013	DEC-2013
1,073	Other	BRATCHER SERVICES LLC			1,636.00	1,636.00	923100	29013	RICHMOND STOREROOM COLUMN REPLACEMENT (INV 290-13 DATED 12/6/2013)	DEC-2013
1,074	Other	BRATCHER SERVICES LLC			3,108.00	3,108.00	923100	29013	RICHMOND STOREROOM COLUMN REPLACEMENT (INV 290-13 DATED 12/6/2013)	DEC-2013
1,075	Other	BRATCHER SERVICES LLC			393.75	393.75	923900	31013	INV 310-13 DATED 12-30-2013 - PLUMBING REPAIRS / MODIFICATIONS - CAMPBELLSVILLE STOREROOM	JAN-2014
1,076	Other	BRATCHER SERVICES LLC			570.00	570.00	923900	31013	INV 310-13 DATED 12-30-2013 - PLUMBING REPAIRS / MODIFICATIONS - CAMPBELLSVILLE STOREROOM	JAN-2014
1,077	Other	BRATCHER SERVICES LLC			768.35	768.35	923900	31113	INV 311-13 DATED 12-30-2013 - REPAIRED ALL DOCK LADDERS, PAINTED ACCESS LADDERS SAFETY YELLOW AND FORMED/POURED CONCRETE TO ALL BASES OF LADDERS- CAMPBELLSVILLE STOREROOM	JAN-2014
1,078	Other	BRATCHER SERVICES LLC			1,036.70	1,036.70	923900	31113	INV 311-13 DATED 12-30-2013 - REPAIRED ALL DOCK LADDERS, PAINTED ACCESS LADDERS SAFETY YELLOW AND FORMED/POURED CONCRETE TO ALL BASES OF LADDERS- CAMPBELLSVILLE STOREROOM	JAN-2014
1,079	Other	BRATCHER SERVICES LLC			1,719.72	1,719.72	923900	10515	Invoice #105-15 for BOC PSP/Cyber Area wire mesh install	FEB-2014
1,080	Other	BRATCHER SERVICES LLC			2,152.15	2,152.15	923900	10515	Invoice #105-15 for BOC PSP/Cyber Area wire mesh install	FEB-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,081	Other	BRATCHER SERVICES LLC			504.86	504.86	923900	10814	Services performed by Bratcher Services Inv #10814	MAR-2014
1,082	Other	BRATCHER SERVICES LLC			735.00	735.00	923900	10814	Services performed by Bratcher Services Inv #10814	MAR-2014
1,083	Other	BRATCHER SERVICES LLC			818.32	818.32	923900	14015	Invoice #140-15 for wire mesh install in PSP locations	APR-2014
1,084	Other	BRATCHER SERVICES LLC			3,963.76	3,963.76	923900	14015	Invoice #140-15 for wire mesh install in PSP locations	APR-2014
1,085	Other	BRATCHER SERVICES LLC			125.00	125.00	923100	16214	Inv #162-14 Somerset Storeroom - Removed and replaced existing toilet with handicap accessible one	JUN-2014
1,086	Other	BRATCHER SERVICES LLC			575.00	575.00	923100	16214	Inv #162-14 Somerset Storeroom - Removed and replaced existing toilet with handicap accessible one	JUN-2014
1,087	Other	BROWNSTOWN ELECTRIC SUPPLY CO INC			(42.17)	(42.17)	923900	00738305	BRACKET,WIRE,1-INSULATOR,LESS INSULATOR,4" X 3-1/4",FOR ANSI 53-2 SPOOL INSULATOR,STD PKG = 25	FEB-2014
1,088	Other	Budgeting & Forecast Dist Ops/CustSrv			18.75	18.75	923900	J208-0020-0714	Adjustment USD	JUL-2014
1,089	Other	Budgeting & Forecast Dist Ops/CustSrv			(385.70)	(385.70)	923900	J207-0020-0714	Prior Period Adjustment USD	JUL-2014
1,090	Other	Budgeting & Forecast Dist Ops/CustSrv			(21,471.94)	(21,471.94)	923900	J207-0020-0714	Prior Period Adjustment USD	JUL-2014
1,091	Other	Budgeting & Forecast Dist Ops/CustSrv			29,649.37	29,649.37	923100	J207-0020-0714	Prior Period Adjustment USD	JUL-2014
1,092	Other	Budgeting & Forecast Dist Ops/CustSrv			(45,445.34)	(45,445.34)	923100	J266-0020-0814	Prior Period Adjustment USD	AUG-2014
1,093	Other	Budgeting & Forecast Dist Ops/CustSrv			(65,641.90)	(65,641.90)	923100	J266-0020-0814	Prior Period Adjustment USD	AUG-2014
1,094	Other	Budgeting & Forecast Dist Ops/CustSrv			(110,724.62)	(110,724.62)	923100	J266-0020-0814	Prior Period Adjustment USD	AUG-2014
1,095	Other	Budgeting & Forecast Dist Ops/CustSrv			(139,341.26)	(139,341.26)	923100	J266-0020-0814	Prior Period Adjustment USD	AUG-2014
1,096	Other	Budgeting & Forecast Dist Ops/CustSrv			(514.14)	(514.14)	923900	J265-0020-0914	Adjustment USD	SEP-2014
1,097	Other	Budgeting & Forecast Dist Ops/CustSrv			2,115.98	2,115.98	923900	J265-0020-0914	Adjustment USD	SEP-2014
1,098	Other	Budgeting & Forecast Dist Ops/CustSrv			(3,297.25)	(3,297.25)	923900	J265-0020-0914	Adjustment USD	SEP-2014
1,099	Other	Budgeting & Forecast Dist Ops/CustSrv			13.68	13.68	923900	J266-0020-1014	Adjustment USD	OCT-2014
1,100	Other	BURSON MARSTELLER LLC			20,689.99	20,689.99	923900	222113029	-Burson-Marsteller Invoice 222113029	SEP-2014
1,101	Other	BURSON MARSTELLER LLC			62,522.49	62,522.49	923900	222113893	-Burson-Marsteller Professional Fees - Professional fees for July & August 2014	SEP-2014
1,102	Other	BURSON MARSTELLER LLC			27,719.55	27,719.55	923900	222113509	-Burson-Marsteller Professional Fees - Professional fees for July & August 2014	OCT-2014
1,103	Other	BUSINESS JOURNALS & SPORTS			162.50	162.50	923900	29-SEP-2014 11:09	SERV	OCT-2014
1,104	Other	BUTLER FLOORING SERVICES LLC			420.00	420.00	923900	MC1311510	-BUTLER FLOORING SERVICE - SIMPSONVILLE TCC / DCC CARPET MAINTENANCE CLEANING	NOV-2013
1,105	Other	BUTLER FLOORING SERVICES LLC			420.00	420.00	923900	MC1311511	-BUTLER FLOORING SERVICE - SIMPSONVILLE TCC / DCC CARPET MAINTENANCE CLEANING	DEC-2013
1,106	Other	BUTLER FLOORING SERVICES LLC			420.00	420.00	923900	MC1311512	-BUTLER FLOORING - CARPET MAINTENANCE - SIMPSONVILLE INV MC13-115-12 DATED 12/20/2013	JAN-2014
1,107	Other	C & S H INC			4,658.58	4,658.58	923900	1SEP13	-C & SH Inc	NOV-2013
1,108	Other	C & S H INC			4,657.91	4,657.91	923900	1NOV13	-C & S H November Statement	DEC-2013
1,109	Other	C & S H INC			5,080.44	5,080.44	923900	1OCT13	-C & SH October Statement	DEC-2013
1,110	Other	C & S H INC			4,770.39	4,770.39	923900	1DEC13	-C & S H Inc	JAN-2014
1,111	Other	C & S H INC			5,351.67	5,351.67	923900	1JAN14	-C & S H Inc. - January Invoice	MAR-2014
1,112	Other	C & S H INC			4,982.75	4,982.75	923900	1MAR14	-C & S H Inc.	MAY-2014
1,113	Other	C & S H INC			4,976.68	4,976.68	923900	1APR14	-April Invoice for Labor and Expenses	JUN-2014
1,114	Other	C & S H INC			5,072.04	5,072.04	923900	1MAY14	-C & SH May Invoice	JUL-2014
1,115	Other	C & S H INC			5,445.28	5,445.28	923900	1JUN14	-C & S H, Inc. June Invoice - labor and expenses for Claudia Hendricks	AUG-2014
1,116	Other	C & S H INC			5,574.08	5,574.08	923900	1AUG14	-C & S H August Statement	SEP-2014
1,117	Other	C & S H INC			5,811.20	5,811.20	923900	1JUL14	-C & S H Inc July Invoice	SEP-2014
1,118	Other	C & S H INC			4,937.40	4,937.40	923900	1SEP14	-C & S H, Inc. September Invoice	OCT-2014
1,119	Other	CANTEEN VENDING			2,003.19	2,003.19	923100	27-NOV-2013 11:11	SERV	NOV-2013
1,120	Other	CANTEEN VENDING			2,009.63	2,009.63	923100	31-DEC-2013 11:12	SERV	DEC-2013
1,121	Other	CANTEEN VENDING			1,926.88	1,926.88	923100	30-JAN-2014 09:01	SERV	JAN-2014
1,122	Other	CANTEEN VENDING			1,198.53	1,198.53	923900	27-FEB-2014 13:02	SERV	FEB-2014
1,123	Other	CANTEEN VENDING			516.93	516.93	923900	27-MAR-2014 12:03	SERV	MAR-2014
1,124	Other	CANTEEN VENDING			1,066.50	1,066.50	923900	29-MAY-2014 11:05	SERV	MAY-2014
1,125	Other	CANTEEN VENDING			1,231.53	1,231.53	923900	27-JUN-2014 13:06	SERV	JUN-2014
1,126	Other	CANTEEN VENDING			1,377.35	1,377.35	923900	27-JUN-2014 13:06	SERV	JUN-2014
1,127	Other	CANTEEN VENDING			531.33	531.33	923900	29-JUL-2014 13:07	SERV	JUL-2014
1,128	Other	CANTEEN VENDING			1,237.47	1,237.47	923900	29-OCT-2014 06:10	SERV	OCT-2014
1,129	Other	CANTEEN VENDING			1,246.15	1,246.15	923900	29-SEP-2014 11:09	SERV	OCT-2014
1,130	Other	CANTEEN VENDING			1,274.40	1,274.40	923900	29-OCT-2014 06:10	SERV	OCT-2014
1,131	Other	CARMA INTERNATIONAL INC			2,185.38	2,185.38	923900	17114	-CARMA Invoice 17115	NOV-2013
1,132	Other	CARMA INTERNATIONAL INC			2,190.49	2,190.49	923900	17083	-Carma - September Invoice	NOV-2013
1,133	Other	CARMA INTERNATIONAL INC			2,224.96	2,224.96	923900	17158	-CARMA Daily News Clips Invoice 17158	DEC-2013
1,134	Other	CARMA INTERNATIONAL INC			4,168.74	4,168.74	923900	17429	-CARMA Invoice 17429	JUL-2014
1,135	Other	CARMA INTERNATIONAL INC			3,152.88	3,152.88	923900	17390	-CARMA International Invoice 17390	AUG-2014
1,136	Other	CARMA INTERNATIONAL INC			3,183.64	3,183.64	923900	17454	-Carma Invoice 17454 and 17480	SEP-2014
1,137	Other	CARMA INTERNATIONAL INC			4,163.64	4,163.64	923900	17480	-Carma Invoice 17454 and 17480	SEP-2014
1,138	Other	CARMA INTERNATIONAL INC			3,155.52	3,155.52	923900	17516	-CARMA September 2014 Carma research and monitoring	OCT-2014
1,139	Other	CASHIERS OFFICE			5,443.75	5,443.75	923900	31-DEC-2013 11:12	SERV	DEC-2013
1,140	Other	CASHIERS OFFICE			8,364.25	8,364.25	923900	31-DEC-2013 11:12	SERV	DEC-2013
1,141	Other	CDW DIRECT LLC			274.60	274.60	923900	27-AUG-2014 13:08	SERV	AUG-2014
1,142	Other	CHU CON INC			1,050.18	1,050.18	923100	5753	-CHU-CON - NORTON STOREROOM - RESPONSE TO REPORT OF SEWER GAS IN BUILDING, PERFORMED SMOKE TEST, REPLACED FLANGES, WAX RINGS, REMOVED AND REINSTALLED TOILETS - INV #5753 DATED 10/30/2013	NOV-2013
1,143	Other	CHU CON INC			124.00	124.00	923100	432	-Chu-Con Inv #432 ODP Complex storeroom: Change out door and fix dead bolts so it would lock.	JUL-2014
1,144	Other	CHU CON INC			177.40	177.40	923100	432	-Chu-Con Inv #432 ODP Complex storeroom: Change out door and fix dead bolts so it would lock.	JUL-2014
1,145	Other	CIGNITI TECHNOLOGIES INC			6,406.40	6,406.40	923900	CTLLGE201314554	-Senior consultant, onsite, 20 days	MAR-2014
1,146	Other	CIGNITI TECHNOLOGIES INC			7,207.20	7,207.20	923900	CTLLGE201314554	-Principal consultant, onsite, 20 days	MAR-2014
1,147	Other	CIGNITI TECHNOLOGIES INC			1,260.00	1,260.00	923900	CTLLGKU201415123	-Test Architect Onsite	JUN-2014
1,148	Other	CIGNITI TECHNOLOGIES INC			1,657.50	1,657.50	923900	CTLLGKU201415045	-Process Analyst Offshore	JUN-2014
1,149	Other	CIGNITI TECHNOLOGIES INC			2,677.50	2,677.50	923900	CTLLGKU201415123	-Process Analyst Offshore	JUN-2014
1,150	Other	CIGNITI TECHNOLOGIES INC			4,032.00	4,032.00	923900	CTLLGKU201415123	-Senior Test Engineer Onsite	JUN-2014
1,151	Other	CIGNITI TECHNOLOGIES INC			4,680.00	4,680.00	923900	CTLLGKU201415045	-Process Consultant Onsite	JUN-2014
1,152	Other	CIGNITI TECHNOLOGIES INC			7,560.00	7,560.00	923900	CTLLGKU201415123	-Process Consultant Onsite	JUN-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,153	Other	CIGNITI TECHNOLOGIES INC			2,520.00	2,520.00	923900	CTLLGKU201415218	-Test Architect	JUL-2014
1,154	Other	CIGNITI TECHNOLOGIES INC			2,677.50	2,677.50	923900	CTLLGKU201415218	-Process Analyst	JUL-2014
1,155	Other	CIGNITI TECHNOLOGIES INC			7,560.00	7,560.00	923900	CTLLGKU201415218	-Process Consultant	JUL-2014
1,156	Other	CIGNITI TECHNOLOGIES INC			960.00	960.00	923900	CTLLGKU201415259	-Test Lead	SEP-2014
1,157	Other	CIGNITI TECHNOLOGIES INC			1,147.50	1,147.50	923900	CTLLGKU201415259	-Process Analyst	SEP-2014
1,158	Other	CIGNITI TECHNOLOGIES INC			2,520.00	2,520.00	923900	CTLLGKU201415259	-Test Architect	SEP-2014
1,159	Other	CIGNITI TECHNOLOGIES INC			7,920.00	7,920.00	923900	CTLLGKU201415259	-Process Consultant	SEP-2014
1,160	Other	CIGNITI TECHNOLOGIES INC			2,700.00	2,700.00	923900	CTILGKU201415006	-Test Architect	OCT-2014
1,161	Other	CIGNITI TECHNOLOGIES INC			3,600.00	3,600.00	923900	CTILGKU201415001	-Test Architect	OCT-2014
1,162	Other	CIGNITI TECHNOLOGIES INC			5,040.00	5,040.00	923900	CTILGKU201415006	-Process Consultant	OCT-2014
1,163	Other	CIGNITI TECHNOLOGIES INC			7,560.00	7,560.00	923900	CTILGKU201415001	-Process Consultant	OCT-2014
1,164	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,848.84	8,848.84	923900	131401123131	-Senior Consultant - (w/e 11/2/2013-11/23/2013)	DEC-2013
1,165	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			3,350.59	3,350.59	923900	131400125144	-Voice Portal Support - Karen Ecton - prepaid block of 20 hours of support during normal business hours	FEB-2014
1,166	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,848.84	8,848.84	923900	131400125141	-Senior Consultant - Louis Wade (w/e 12/28/2013-1/25/2014)	FEB-2014
1,167	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			2,913.56	2,913.56	923900	131400222142	-Block of prepaid hours for Engineering services on Avaya Comm. Mgr., Witness, CCE, AES, TASKE, NICE, Training or other Viable Resources Supported Applications	MAR-2014
1,168	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,848.84	8,848.84	923900	131400222141	-Senior Consultant - (w/e 2/1/2014-2/22/2014)	MAR-2014
1,169	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			96.32	96.32	923900	131400322141	-Mileage Reimbursement	MAY-2014
1,170	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,840.00	8,840.00	923900	131400322141	-Senior Consultant - (w/e 3/1/2014-3/22/2014)	MAY-2014
1,171	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			9,724.00	9,724.00	923900	131400426141	-Senior Consultant - (w/e 3/29/2014-4/26/2014)	MAY-2014
1,172	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			43.68	43.68	923900	131400524141	-Mileage Reimbursement	JUN-2014
1,173	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,840.00	8,840.00	923900	131400524141	-Senior Consultant - (w/e 5/3/2014-5/24/2014)	JUN-2014
1,174	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,398.00	8,398.00	923900	131400621141	-Senior Consultant - (w/e 5/31/2014-6/21/2014)	JUL-2014
1,175	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			46.48	46.48	923900	131400823141	-Mileage Reimbursement	SEP-2014
1,176	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			108.08	108.08	923900	131400726141	-Mileage Reimbursement	SEP-2014
1,177	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,840.00	8,840.00	923900	131400823141	-Senior Consultant - (w/e 8/2/2014-8/23/2014)	SEP-2014
1,178	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			10,055.50	10,055.50	923900	131400726141	-Senior Consultant - (w/e 6/28/2014-7/26/2014)	SEP-2014
1,179	Other	CINTAS			46.92	46.92	923900	27-JUN-2014 13:06 SERV	-CINTAS 60A SAP #474131	JUN-2014
1,180	Other	CINTAS			48.44	48.44	923900	27-JUN-2014 13:06 SERV	-CINTAS 60A SAP #474131	JUN-2014
1,181	Other	CINTAS			50.20	50.20	923900	29-JUL-2014 13:07 SERV	-CINTAS 60A SAP #474131	JUL-2014
1,182	Other	CINTAS			144.57	144.57	923900	29-JUL-2014 13:07 SERV	-CINTAS 60A SAP #474131	JUL-2014
1,183	Other	CINTAS			50.20	50.20	923900	27-AUG-2014 13:08 SERV	-CINTAS 60A SAP #474131	AUG-2014
1,184	Other	CINTAS			51.83	51.83	923900	27-AUG-2014 13:08 SERV	-CINTAS 60A SAP #474131	AUG-2014
1,185	Other	CINTAS			50.20	50.20	923900	29-OCT-2014 06:10 SERV	-CINTAS 60A SAP #474131	OCT-2014
1,186	Other	CINTAS			50.20	50.20	923900	29-SEP-2014 11:09 SERV	-CINTAS 60A SAP #474131	OCT-2014
1,187	Other	CINTAS			51.83	51.83	923900	29-OCT-2014 06:10 SERV	-CINTAS 60A SAP #474131	OCT-2014
1,188	Other	CINTAS			51.83	51.83	923900	29-SEP-2014 11:09 SERV	-CINTAS 60A SAP #474131	OCT-2014
1,189	Other	CLEANLITES RECYCLING INC			61.00	61.00	923900	0000122881	-invoice # 0000122881 - lamp recycling	MAR-2014
1,190	Other	CLEANLITES RECYCLING INC			1,335.89	1,335.89	923900	0000122702	-invoice # 0000122702 - lamp recycling	MAR-2014
1,191	Other	CLEANLITES RECYCLING INC			4,375.35	4,375.35	923900	0000122088	-invoice # 0000122088 - lamp recycling	MAR-2014
1,192	Other	CODEBABY CORP			500.50	500.50	923900	11095	-Training and Support per seat	NOV-2013
1,193	Other	COLOURS 2000			9.12	9.12	923900	COLOUR111813B	Repaired damaged drywall and painted 2 walls Invoice# 11/18/2013	NOV-2013
1,194	Other	COLOURS 2000			15.20	15.20	923900	COLOUR111813E	Prepped & painted 36 Facilities Office Storage room. Invoice# 11/18/2013	NOV-2013
1,195	Other	COLOURS 2000			55.74	55.74	923900	COLOUR111813D	Primed & painted 36 ceilings in boardroom. Invoice# 11/18/2013	NOV-2013
1,196	Other	COLOURS 2000			82.09	82.09	923900	COLOUR111813C	Prepped & painted 36 door & door casings in restrooms and stairwells. Invoice# 11/18/2013	NOV-2013
1,197	Other	COLOURS 2000			92.22	92.22	923900	COLOUR111813B	Repaired damaged drywall and painted 2 walls. Invoice# 11/18/2013	NOV-2013
1,198	Other	COLOURS 2000			136.81	136.81	923900	COLOUR111813E	Prepped & painted 36 Facilities Office Storage room. Invoice# 11/18/2013	NOV-2013
1,199	Other	COLOURS 2000			496.57	496.57	923900	COLOUR110513D	LGE CENTER - PREPPED AND PAINTED 14 DOORS AND DOOR CASINGS ON FLOOR 11, 12, 14 AND 15 @ \$70/DOOR INVOICE DATED 11/5/2013	NOV-2013
1,200	Other	COLOURS 2000			501.63	501.63	923900	COLOUR111813D	Primed & painted 36 ceilings in boardroom. Invoice# 11/18/2013	NOV-2013
1,201	Other	COLOURS 2000			829.97	829.97	923900	COLOUR111813C	Prepped & painted 36 door & door casings in restrooms and stairwells. Invoice# 11/18/2013	NOV-2013
1,202	Other	COLOURS 2000			152.01	152.01	923900	COLOUR121413	-COLOURS 2000 - PAINTED WALLS IN RECEPTIONIST AREAS ON 15TH FLOOR INV DATED 12/14/2013	DEC-2013
1,203	Other	COLOURS 2000			380.03	380.03	923900	COLOUR121413A	-COLOURS 2000 - PATCHED AND PAINTED WALLS AND TRIM IN 12TH FLOOR ASSEMBLY RM AND BASEBOARDS THROUGHOUT 12TH FLOOR INV DATED 12/14/2013	DEC-2013
1,204	Other	COLOURS 2000			760.05	760.05	923900	COLOUR120313	-COLOURS 2000 - CAULKED AND PAINTED ALL TRIM IN 23RD FLOOR BOARD ROOM AS PER INV 12/3/2013	DEC-2013
1,205	Other	COLOURS 2000			81.00	81.00	923100	COLOUR040414C	-Inv COLOUR040414C. Midway-Primed and painted 1500 sq ft of accent walls throughout building.	JUN-2014
1,206	Other	COLOURS 2000			819.00	819.00	923100	COLOUR040414C	-Inv COLOUR040414C. Midway-Primed and painted 1500 sq ft of accent walls throughout building.	JUN-2014
1,207	Other	COMMERCIAL WORKS			152.74	152.74	923900	8104444	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104444 DATED 10/28/2013	NOV-2013
1,208	Other	COMMERCIAL WORKS			300.25	300.25	923900	8104429	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104429 DATED 10/21/2013	NOV-2013
1,209	Other	COMMERCIAL WORKS			300.25	300.25	923900	8104416	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104429 DATED 10/24/2013	NOV-2013
1,210	Other	COMMERCIAL WORKS			383.60	383.60	923900	8104439	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104439 DATED 10/25/2013	NOV-2013
1,211	Other	COMMERCIAL WORKS			590.88	590.88	923900	8104429	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104429 DATED 10/24/2013	NOV-2013
1,212	Other	COMMERCIAL WORKS			929.30	929.30	923900	8104417	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104417 DATED 10/21/2013	NOV-2013
1,213	Other	COMMERCIAL WORKS			78.89	78.89	923900	8104611	-Commercial Works Invoice # 8104611 Moving Services	DEC-2013
1,214	Other	COMMERCIAL WORKS			91.71	91.71	923900	8104662	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104662 DATED 12/13/2013	DEC-2013
1,215	Other	COMMERCIAL WORKS			136.91	136.91	923900	8104566	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104566 DATED 11/22/2013	DEC-2013
1,216	Other	COMMERCIAL WORKS			565.20	565.20	923100	8104557	-COMMERCIALS WORKS - PULLING AND DELIVERY OF CHRISTMAS DECORATIONS TO GREENVILLE, EARLINGTON & MORGANFIELD OFFICES - INV 8104557	DEC-2013
1,217	Other	COMMERCIAL WORKS			1,083.02	1,083.02	923100	8104567	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104567 DATED 11/22/2013	DEC-2013
1,218	Other	COMMERCIAL WORKS			4,819.54	4,819.54	923900	8104623	-Commercial Works Invoice # 8104623 Dec. Storage Services	DEC-2013
1,219	Other	COMMERCIAL WORKS			5,733.52	5,733.52	923900	8104623	-Commercial Works Invoice # 8104623 Dec. Storage Services	DEC-2013
1,220	Other	COMMERCIAL WORKS			217.68	217.68	923900	8104675	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104675 DATED 12/18/2013	JAN-2014
1,221	Other	COMMERCIAL WORKS			296.57	296.57	923900	8104674	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104674 DATED 12/18/2013	JAN-2014

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,222	Other	COMMERCIAL WORKS			4,275.61	4,275.61	923900	8104498	-COMMERCIAL WORKS - MOVING AND STORAGE SERVICES - FOR NOVEMBER 2013 - INV #8104498	JAN-2014
1,223	Other	COMMERCIAL WORKS			4,403.28	4,403.28	923900	8104724	-COMMERCIAL WORKS - INV 8104724 - JANUARY STORAGE SERVICES	JAN-2014
1,224	Other	COMMERCIAL WORKS			4,956.94	4,956.94	923900	8104498	-COMMERCIAL WORKS - MOVING AND STORAGE SERVICES - FOR NOVEMBER 2013 - INV #8104498	JAN-2014
1,225	Other	COMMERCIAL WORKS			13.66	13.66	923900	8104858	-Commercial Works invoices 8104852, 8104851, 8104850, 8104867, 8104906, 8104889, 8104859, 8104858, 8104857	FEB-2014
1,226	Other	COMMERCIAL WORKS			20.16	20.16	923900	8104850	-Commercial Works invoices 8104852, 8104851, 8104850, 8104867, 8104906, 8104889, 8104859, 8104858, 8104857	FEB-2014
1,227	Other	COMMERCIAL WORKS			29.70	29.70	923900	8104851	-Commercial Works invoices 8104852, 8104851, 8104850, 8104867, 8104906, 8104889, 8104859, 8104858, 8104857	FEB-2014
1,228	Other	COMMERCIAL WORKS			36.86	36.86	923900	8104857	-Commercial Works invoices 8104852, 8104851, 8104850, 8104867, 8104906, 8104889, 8104859, 8104858, 8104857	FEB-2014
1,229	Other	COMMERCIAL WORKS			38.92	38.92	923900	8104852	-Commercial Works invoices 8104852, 8104851, 8104850, 8104867, 8104906, 8104889, 8104859, 8104858, 8104857	FEB-2014
1,230	Other	COMMERCIAL WORKS			75.78	75.78	923900	8104906	-Commercial Works invoices 8104852, 8104851, 8104850, 8104867, 8104906, 8104889, 8104859, 8104858, 8104857	FEB-2014
1,231	Other	COMMERCIAL WORKS			92.20	92.20	923900	8104859	-Commercial Works invoices 8104852, 8104851, 8104850, 8104867, 8104906, 8104889, 8104859, 8104858, 8104857	FEB-2014
1,232	Other	COMMERCIAL WORKS			113.86	113.86	923900	8104889	-Commercial Works invoices 8104852, 8104851, 8104850, 8104867, 8104906, 8104889, 8104859, 8104858, 8104857	FEB-2014
1,233	Other	COMMERCIAL WORKS			358.00	358.00	923900	8104905	-COMMERCIAL WORKS - DELIVER CHAIRS TO STONE ROAD INV #8104905	FEB-2014
1,234	Other	COMMERCIAL WORKS			4,178.69	4,178.69	923900	8104867	-Commercial Works invoices 8104852, 8104851, 8104850, 8104867, 8104906, 8104889, 8104859, 8104858, 8104857	FEB-2014
1,235	Other	COMMERCIAL WORKS			87.19	87.19	923900	8105020	-Commercial works inv 8105020	MAR-2014
1,236	Other	COMMERCIAL WORKS			94.19	94.19	923900	8105021	-Commercial works inv 8105021	MAR-2014
1,237	Other	COMMERCIAL WORKS			246.90	246.90	923900	8104928	-Commercial works - inv #8104928 Moving Service	MAR-2014
1,238	Other	COMMERCIAL WORKS			320.77	320.77	923900	8105002	-COMMERCIAL WORKS - INV #8105002 - MOVING SERVICES	MAR-2014
1,239	Other	COMMERCIAL WORKS			4,665.36	4,665.36	923900	8104981	-COMMERCIAL WORKS - INV #8104981 - STORAGE SERVICES FOR MARCH	MAR-2014
1,240	Other	COMMERCIAL WORKS			86.51	86.51	923900	8105074	-Commercial Works - Inv #8105074 Moving Services	APR-2014
1,241	Other	COMMERCIAL WORKS			87.46	87.46	923900	8104803	-COMMERCIAL WORKS-PICK UP FURNITURE AND TAKE TO WAREHOUSE FOR STORAGE FROM LGE CTR	APR-2014
1,242	Other	COMMERCIAL WORKS			255.75	255.75	923900	8104805	-COMMERCIAL WORKS- DELIVER FURNITURE FOR SCOTT STRAIGHT BOC 3- INV 8104805	APR-2014
1,243	Other	COMMERCIAL WORKS			397.17	397.17	923100	8105073	-Commercial Works - Inv #8105073 Moving Services	APR-2014
1,244	Other	COMMERCIAL WORKS			4,521.72	4,521.72	923900	8105105	-Commercial Works - Inv #8105105 April Storage for surplus furniture	APR-2014
1,245	Other	COMMERCIAL WORKS			4,261.53	4,261.53	923900	8105327	-Commercial Works - Inv #8105327 Storage for June	JUN-2014
1,246	Other	COMMERCIAL WORKS			4,261.53	4,261.53	923900	8105230	-Commercial Works - Inv #8105230 for May Storage	JUL-2014
1,247	Other	COMMERCIAL WORKS			4,032.00	4,032.00	923900	8105448	-Commercial Works - Inv #8105448 July Storage	AUG-2014
1,248	Other	COMMERCIAL WORKS			4,078.62	4,078.62	923900	8105565	-Commercial Works - Inv #8105565 for August Storage	AUG-2014
1,249	Other	COMMERCIAL WORKS			91.01	91.01	923900	8105663	-Commercial Works - Inv #8105663; for moving services for Property Accounting	SEP-2014
1,250	Other	COMMERCIAL WORKS			4,013.10	4,013.10	923900	8105683	-Commercial works Invoice 8105683. Monthly (September) furniture storage.	SEP-2014
1,251	Other	COMMERCIAL WORKS			4,123.98	4,123.98	923900	8105832	-Commercial Works - Inv #8105832; for October Storage for furniture	OCT-2014
1,252	Other	CONCENTRA			22.02	22.02	923900	29-APR-2014 14:04 SERV	-CONCENTRA #424071	APR-2014
1,253	Other	CONCENTRA			22.02	22.02	923900	29-APR-2014 14:04 SERV	-CONCENTRA #424071	APR-2014
1,254	Other	CONCENTRA			23.85	23.85	923900	29-MAY-2014 11:05 SERV	-CONCENTRA #143173	MAY-2014
1,255	Other	CONCENTRA			28.80	28.80	923900	29-MAY-2014 11:05 SERV	-CONCENTRA #424857	MAY-2014
1,256	Other	CONCENTRA			11.20	11.20	923900	27-JUN-2014 13:06 SERV	-CONCENTRA #419873	JUN-2014
1,257	Other	CONCENTRA			20.25	20.25	923900	27-JUN-2014 13:06 SERV	-CONCENTRA #418891	JUN-2014
1,258	Other	CONCENTRA			22.50	22.50	923900	27-JUN-2014 13:06 SERV	-CONCENTRA #426159	JUN-2014
1,259	Other	CONCENTRA			24.75	24.75	923900	27-JUN-2014 13:06 SERV	-CONCENTRA #945273	JUN-2014
1,260	Other	CONCENTRA			24.50	24.50	923900	29-SEP-2014 11:09 SERV	-CONCENTRA #424071	OCT-2014
1,261	Other	COOLSOFIT LLC			8,870.40	8,870.40	923900	16825	-Temporary IT Resource - Pradeep Durshanapalli	JUL-2014
1,262	Other	COPYRIGHT CLEARANCE			7,469.22	7,469.22	923900	29-APR-2014 14:04 SERV	-COPYRIGHT CLEARANCE #426662	APR-2014
1,263	Other	Corporate Accounting			(100.85)	(100.85)	923900	J017-0020-0214 Adjustment USD	Repayment for office contract - Xerox Corporation	FEB-2014
1,264	Other	Corporate Accounting			116.14	116.14	923900	J226-0020-0314 Other USD	Simpsonville Shared Services Operations	MAR-2014
1,265	Other	Corporate Accounting			495.98	495.98	923900	J226-0020-0314 Other USD	Simpsonville Shared Services Maintenance	MAR-2014
1,266	Other	Corporate Accounting			2,104.48	2,104.48	923900	J226-0020-0314 Other USD	Simpsonville Shared Services Operations	MAR-2014
1,267	Other	Corporate Accounting			3,007.73	3,007.73	923900	J226-0020-0314 Other USD	KU General Office Maintenance	MAR-2014
1,268	Other	Corporate Accounting			6,632.15	6,632.15	923900	J226-0020-0314 Other USD	LG&E Center Maintenance	MAR-2014
1,269	Other	Corporate Accounting			7,330.37	7,330.37	923900	J226-0020-0314 Other USD	LG&E Center Maintenance	MAR-2014
1,270	Other	Corporate Accounting			10,540.55	10,540.55	923900	J226-0020-0314 Other USD	Simpsonville Shared Services Maintenance	MAR-2014
1,271	Other	Corporate Accounting			30,871.38	30,871.38	923900	J226-0020-0314 Other USD	KU General Office Operations	MAR-2014
1,272	Other	Corporate Accounting			53,917.11	53,917.11	923900	J226-0020-0314 Other USD	KU General Office Maintenance	MAR-2014
1,273	Other	Corporate Accounting			178.40	178.40	923900	J202-0020-0414 Other USD	Transfer Simpsonville Sh Svc Mtce from LKS	APR-2014
1,274	Other	Corporate Accounting			431.37	431.37	923900	J202-0020-0414 Other USD	Transfer Simpsonville Sh Svc Ops from LKS	APR-2014
1,275	Other	Corporate Accounting			1,101.70	1,101.70	923900	J202-0020-0414 Other USD	Transfer Simpsonville Sh Svc Mtce from LKS	APR-2014
1,276	Other	Corporate Accounting			1,499.42	1,499.42	923900	J202-0020-0414 Other USD	Transfer KU Gen Office Mtce from LKS	APR-2014
1,277	Other	Corporate Accounting			1,931.08	1,931.08	923900	J202-0020-0414 Other USD	Transfer LG&E Center Mtce from LKS	APR-2014
1,278	Other	Corporate Accounting			2,177.87	2,177.87	923900	J202-0020-0414 Other USD	Transfer LG&E Center Mtce from LKS	APR-2014
1,279	Other	Corporate Accounting			4,212.52	4,212.52	923900	J202-0020-0414 Other USD	Transfer KU Gen Office Mtce from LKS	APR-2014
1,280	Other	Corporate Accounting			4,550.49	4,550.49	923900	J202-0020-0414 Other USD	Transfer KU Gen Office Ops from LKS	APR-2014
1,281	Other	Corporate Accounting			469.41	469.41	923900	J204-0020-0514 Other USD	Transfer Simpsonville Sh Svc Mtce from LKS	MAY-2014
1,282	Other	Corporate Accounting			511.61	511.61	923900	J204-0020-0514 Other USD	Transfer Simpsonville Sh Svc Ops from LKS	MAY-2014
1,283	Other	Corporate Accounting			1,257.81	1,257.81	923900	J204-0020-0514 Other USD	Transfer KU Gen Office Mtce from LKS	MAY-2014
1,284	Other	Corporate Accounting			1,610.41	1,610.41	923900	J204-0020-0514 Other USD	Transfer LG&E Center Mtce from LKS	MAY-2014
1,285	Other	Corporate Accounting			1,991.76	1,991.76	923900	J204-0020-0514 Other USD	Transfer LG&E Center Mtce from LKS	MAY-2014
1,286	Other	Corporate Accounting			12,799.36	12,799.36	923900	J204-0020-0514 Other USD	Transfer KU Gen Office Mtce from LKS	MAY-2014
1,287	Other	Corporate Accounting			15,492.80	15,492.80	923900	J204-0020-0514 Other USD	Transfer Simpsonville Sh Svc Mtce from LKS	MAY-2014
1,288	Other	Corporate Accounting			17,271.50	17,271.50	923900	J204-0020-0514 Other USD	Transfer KU Gen Office Ops from LKS	MAY-2014
1,289	Other	Corporate Accounting			31.72	31.72	923900	J228-0020-0614 Other USD	LGE Center Op Exp Rent KU	JUN-2014
1,290	Other	Corporate Accounting			47.94	47.94	923900	J225-0020-0614 Prior Period Adjustment USD	Clear BOC Charges to Expense - Maintenance KU	JUN-2014
1,291	Other	Corporate Accounting			81.58	81.58	923900	J226-0020-0614 Other USD	Clear BOC Charges to Expense - Maintenance KU	JUN-2014
1,292	Other	Corporate Accounting			129.39	129.39	923900	J228-0020-0614 Other USD	Morganfield - Maintenance Sh Svcs KU	JUN-2014
1,293	Other	Corporate Accounting			194.12	194.12	923900	J228-0020-0614 Other USD	Simpsonville - Maintenance Sh Svcs KU	JUN-2014
1,294	Other	Corporate Accounting			340.17	340.17	923900	J228-0020-0614 Other USD	LGE Center Op Exp Rent KU	JUN-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,295	Other	Corporate Accounting			343.28	343.28	923900	J203-0100-0614 Prior Period Adjustment USD	Re-book Jan-May 2014 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	JUN-2014
1,296	Other	Corporate Accounting			446.20	446.20	923900	J226-0020-0614 Other USD	Clear BOC Charges to Expense - Maintenance KU	JUN-2014
1,297	Other	Corporate Accounting			653.94	653.94	923900	J228-0020-0614 Other USD	Simpsonville - Operations Sh Svcs KU	JUN-2014
1,298	Other	Corporate Accounting			656.77	656.77	923900	J226-0020-0614 Other USD	Clear BOC Charges to Expense - Maintenance KU	JUN-2014
1,299	Other	Corporate Accounting			1,227.38	1,227.38	923900	J204-0100-0614 Other USD	Clear BOC Charges to Expense - Maintenance KU	JUN-2014
1,300	Other	Corporate Accounting			1,937.18	1,937.18	923900	J228-0020-0614 Other USD	LGE Center O/S KU	JUN-2014
1,301	Other	Corporate Accounting			1,942.74	1,942.74	923900	J228-0020-0614 Other USD	LGE Center O/S KU	JUN-2014
1,302	Other	Corporate Accounting			2,166.13	2,166.13	923900	J229-0020-0614 Prior Period Adjustment USD	Rebook Jan-May 2014 LGE Center O/S KU	JUN-2014
1,303	Other	Corporate Accounting			3,960.07	3,960.07	923900	J228-0020-0614 Other USD	KU General Office - Maintenance KU	JUN-2014
1,304	Other	Corporate Accounting			4,538.43	4,538.43	923900	J226-0020-0614 Other USD	Clear BOC Charges to Expense - Maintenance KU	JUN-2014
1,305	Other	Corporate Accounting			10,214.16	10,214.16	923900	J228-0020-0614 Other USD	Simpsonville - Maintenance Sh Svcs KU	JUN-2014
1,306	Other	Corporate Accounting			10,693.19	10,693.19	923900	J228-0020-0614 Other USD	LGE Center Op Exp Rent KU	JUN-2014
1,307	Other	Corporate Accounting			12,415.91	12,415.91	923900	J203-0100-0614 Prior Period Adjustment USD	Re-book Jan-May 2014 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	JUN-2014
1,308	Other	Corporate Accounting			16,994.60	16,994.60	923900	J204-0100-0614 Other USD	Clear BOC Charges to Expense - Operations KU	JUN-2014
1,309	Other	Corporate Accounting			17,337.24	17,337.24	923900	J225-0020-0614 Prior Period Adjustment USD	Clear BOC Charges to Expense - Operations KU	JUN-2014
1,310	Other	Corporate Accounting			17,896.81	17,896.81	923900	J228-0020-0614 Other USD	KU General Office - Operations KU	JUN-2014
1,311	Other	Corporate Accounting			20,824.97	20,824.97	923900	J228-0020-0614 Other USD	KU General Office - Maintenance KU	JUN-2014
1,312	Other	Corporate Accounting			23,920.37	23,920.37	923900	J204-0100-0614 Other USD	Clear BOC Charges to Expense - Maintenance KU	JUN-2014
1,313	Other	Corporate Accounting			48,443.02	48,443.02	923900	J229-0020-0614 Prior Period Adjustment USD	Rebook Jan-May 2014 LGE Center O/S KU	JUN-2014
1,314	Other	Corporate Accounting			68,568.35	68,568.35	923900	J203-0100-0614 Prior Period Adjustment USD	Re-book Jan-May 2014 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	JUN-2014
1,315	Other	Corporate Accounting			129,309.60	129,309.60	923900	J203-0100-0614 Prior Period Adjustment USD	Re-book Jan-May 2014 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	JUN-2014
1,316	Other	Corporate Accounting			(10.40)	(10.40)	923900	07E_ACCT 184516 BOC OPER OS - KU LELLC	MASSALLOCATION	JUL-2014
1,317	Other	Corporate Accounting			24.00	24.00	923900	08E_ACCT 184517 BOC MTCE OS - KU LELLC	MASSALLOCATION	JUL-2014
1,318	Other	Corporate Accounting			224.42	224.42	923900	15K_ACCT 184509 LGEC OPER OS - KU LELLC	MASSALLOCATION	JUL-2014
1,319	Other	Corporate Accounting			430.17	430.17	923900	10E_ACCT 184508 KU OFF MTCE OS - KU LELLC	MASSALLOCATION	JUL-2014
1,320	Other	Corporate Accounting			(651.20)	(651.20)	923900	08E_ACCT 184517 BOC MTCE OS - KU LELLC	MASSALLOCATION	JUL-2014
1,321	Other	Corporate Accounting			1,596.87	1,596.87	923900	16E_ACCT 184513 LGEC OTH EXP OS - KU LELLC	MASSALLOCATION	JUL-2014
1,322	Other	Corporate Accounting			1,714.47	1,714.47	923900	11E_ACCT 184503 SIMPSV OPER OS - KU LELLC	MASSALLOCATION	JUL-2014
1,323	Other	Corporate Accounting			2,313.49	2,313.49	923900	16E_ACCT 184513 LGEC OTH EXP OS - KU LELLC	MASSALLOCATION	JUL-2014
1,324	Other	Corporate Accounting			7,840.30	7,840.30	923900	11E_ACCT 184503 SIMPSV OPER OS - KU LELLC	MASSALLOCATION	JUL-2014
1,325	Other	Corporate Accounting			9,893.79	9,893.79	923900	12E_ACCT 184506 SIMPSV MTCE OS - KU LELLC	MASSALLOCATION	JUL-2014
1,326	Other	Corporate Accounting			14,912.16	14,912.16	923900	15K_ACCT 184509 LGEC OPER OS - KU LELLC	MASSALLOCATION	JUL-2014
1,327	Other	Corporate Accounting			15,015.96	15,015.96	923900	09E_ACCT 184507 KU OFF OPER OS - KU LELLC	MASSALLOCATION	JUL-2014
1,328	Other	Corporate Accounting			26,795.95	26,795.95	923900	08E_ACCT 184517 BOC MTCE OS - KU LELLC	MASSALLOCATION	JUL-2014
1,329	Other	Corporate Accounting			26,895.58	26,895.58	923900	07E_ACCT 184516 BOC OPER OS - KU LELLC	MASSALLOCATION	JUL-2014
1,330	Other	Corporate Accounting			38,511.78	38,511.78	923900	10E_ACCT 184508 KU OFF MTCE OS - KU LELLC	MASSALLOCATION	JUL-2014
1,331	Other	Corporate Accounting			19.01	19.01	923900	J207-0020-0814 Adjustment USD	Manually allocated discount not transferred to projects	AUG-2014
1,332	Other	Corporate Accounting			224.42	224.42	923900	15K_ACCT 184509 LGEC OPER OS - KU LELLC	MASSALLOCATION	AUG-2014
1,333	Other	Corporate Accounting			375.75	375.75	923900	12E_ACCT 184506 SIMPSV MTCE OS - KU LELLC	MASSALLOCATION	AUG-2014
1,334	Other	Corporate Accounting			1,280.99	1,280.99	923900	10E_ACCT 184508 KU OFF MTCE OS - KU LELLC	MASSALLOCATION	AUG-2014
1,335	Other	Corporate Accounting			(1,481.18)	(1,481.18)	923900	07E_ACCT 184516 BOC OPER OS - KU LELLC	MASSALLOCATION	AUG-2014
1,336	Other	Corporate Accounting			1,617.57	1,617.57	923900	11E_ACCT 184503 SIMPSV OPER OS - KU LELLC	MASSALLOCATION	AUG-2014
1,337	Other	Corporate Accounting			1,932.21	1,932.21	923900	12E_ACCT 184506 SIMPSV MTCE OS - KU LELLC	MASSALLOCATION	AUG-2014
1,338	Other	Corporate Accounting			2,075.86	2,075.86	923900	16E_ACCT 184513 LGEC OTH EXP OS - KU LELLC	MASSALLOCATION	AUG-2014
1,339	Other	Corporate Accounting			(2,152.90)	(2,152.90)	923900	10E_ACCT 184508 KU OFF MTCE OS - KU LELLC	MASSALLOCATION	AUG-2014
1,340	Other	Corporate Accounting			2,250.04	2,250.04	923900	08E_ACCT 184517 BOC MTCE OS - KU LELLC	MASSALLOCATION	AUG-2014
1,341	Other	Corporate Accounting			2,459.85	2,459.85	923900	09E_ACCT 184507 KU OFF OPER OS - KU LELLC	MASSALLOCATION	AUG-2014
1,342	Other	Corporate Accounting			10,769.66	10,769.66	923900	16E_ACCT 184513 LGEC OTH EXP OS - KU LELLC	MASSALLOCATION	AUG-2014
1,343	Other	Corporate Accounting			13,473.60	13,473.60	923900	08E_ACCT 184517 BOC MTCE OS - KU LELLC	MASSALLOCATION	AUG-2014
1,344	Other	Corporate Accounting			16,099.72	16,099.72	923900	16E_ACCT 184513 LGEC OTH EXP OS - KU LELLC	MASSALLOCATION	AUG-2014
1,345	Other	Corporate Accounting			(16,512.99)	(16,512.99)	923900	09E_ACCT 184507 KU OFF OPER OS - KU LELLC	MASSALLOCATION	AUG-2014
1,346	Other	Corporate Accounting			18,569.16	18,569.16	923900	15K_ACCT 184509 LGEC OPER OS - KU LELLC	MASSALLOCATION	AUG-2014
1,347	Other	Corporate Accounting			24,309.60	24,309.60	923900	07E_ACCT 184516 BOC OPER OS - KU LELLC	MASSALLOCATION	AUG-2014
1,348	Other	Corporate Accounting			204.91	204.91	923900	12E_ACCT 184506 SIMPSV MTCE OS - KU LELLC	MASSALLOCATION	SEP-2014
1,349	Other	Corporate Accounting			420.84	420.84	923900	15K_ACCT 184509 LGEC OPER OS - KU LELLC	MASSALLOCATION	SEP-2014
1,350	Other	Corporate Accounting			1,152.24	1,152.24	923900	08E_ACCT 184517 BOC MTCE OS - KU LELLC	MASSALLOCATION	SEP-2014
1,351	Other	Corporate Accounting			1,253.83	1,253.83	923900	15K_ACCT 184509 LGEC OPER OS - KU LELLC	MASSALLOCATION	SEP-2014
1,352	Other	Corporate Accounting			1,380.98	1,380.98	923900	10E_ACCT 184508 KU OFF MTCE OS - KU LELLC	MASSALLOCATION	SEP-2014
1,353	Other	Corporate Accounting			2,367.43	2,367.43	923900	11E_ACCT 184503 SIMPSV OPER OS - KU LELLC	MASSALLOCATION	SEP-2014
1,354	Other	Corporate Accounting			2,451.49	2,451.49	923900	09E_ACCT 184507 KU OFF OPER OS - KU LELLC	MASSALLOCATION	SEP-2014
1,355	Other	Corporate Accounting			3,267.28	3,267.28	923900	12E_ACCT 184506 SIMPSV MTCE OS - KU LELLC	MASSALLOCATION	SEP-2014
1,356	Other	Corporate Accounting			4,348.28	4,348.28	923900	16E_ACCT 184513 LGEC OTH EXP OS - KU LELLC	MASSALLOCATION	SEP-2014
1,357	Other	Corporate Accounting			(5,034.52)	(5,034.52)	923900	09E_ACCT 184507 KU OFF OPER OS - KU LELLC	MASSALLOCATION	SEP-2014
1,358	Other	Corporate Accounting			7,114.30	7,114.30	923900	07E_ACCT 184516 BOC OPER OS - KU LELLC	MASSALLOCATION	SEP-2014
1,359	Other	Corporate Accounting			8,410.54	8,410.54	923900	16E_ACCT 184513 LGEC OTH EXP OS - KU LELLC	MASSALLOCATION	SEP-2014
1,360	Other	Corporate Accounting			11,486.46	11,486.46	923900	07E_ACCT 184516 BOC OPER OS - KU LELLC	MASSALLOCATION	SEP-2014
1,361	Other	Corporate Accounting			13,908.41	13,908.41	923900	09E_ACCT 184507 KU OFF OPER OS - KU LELLC	MASSALLOCATION	SEP-2014
1,362	Other	Corporate Accounting			14,397.95	14,397.95	923900	10E_ACCT 184508 KU OFF MTCE OS - KU LELLC	MASSALLOCATION	SEP-2014
1,363	Other	Corporate Accounting			16,301.30	16,301.30	923900	08E_ACCT 184517 BOC MTCE OS - KU LELLC	MASSALLOCATION	SEP-2014
1,364	Other	Corporate Accounting			19,437.63	19,437.63	923900	16E_ACCT 184513 LGEC OTH EXP OS - KU LELLC	MASSALLOCATION	SEP-2014
1,365	Other	Corporate Accounting			22,078.50	22,078.50	923900	16E_ACCT 184513 LGEC OTH EXP OS - KU LELLC	MASSALLOCATION	SEP-2014
1,366	Other	Corporate Accounting			16.93	16.93	923900	J202-0100-1014 Prior Period Adjustment USD	Re-book Nov-Dec 2013 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	OCT-2014
1,367	Other	Corporate Accounting			223.25	223.25	923900	12E_ACCT 184506 SIMPSV MTCE OS - KU LELLC	MASSALLOCATION	OCT-2014

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,368	Other	Corporate Accounting			240.32	240.32	923900	16E_ACCT 184513 LGEC OTH EXP OS - KU LELLC	MASSALLOCATION	OCT-2014
1,369	Other	Corporate Accounting			707.92	707.92	923900	11E_ACCT 184503 SIMPSV OPER OS - KU LELLC	MASSALLOCATION	OCT-2014
1,370	Other	Corporate Accounting			713.46	713.46	923900	09E_ACCT 184507 KU OFF OPER OS - KU LELLC	MASSALLOCATION	OCT-2014
1,371	Other	Corporate Accounting			859.04	859.04	923900	16E_ACCT 184513 LGEC OTH EXP OS - KU LELLC	MASSALLOCATION	OCT-2014
1,372	Other	Corporate Accounting			1,380.84	1,380.84	923900	J202-0100-1014 Prior Period Adjustment USD	Re-book Nov-Dec 2013 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	OCT-2014
1,373	Other	Corporate Accounting			1,388.80	1,388.80	923900	10E_ACCT 184508 KU OFF MTCE OS - KU LELLC	MASSALLOCATION	OCT-2014
1,374	Other	Corporate Accounting			1,777.74	1,777.74	923900	08E_ACCT 184517 BOC MTCE OS - KU LELLC	MASSALLOCATION	OCT-2014
1,375	Other	Corporate Accounting			2,464.80	2,464.80	923900	09E_ACCT 184507 KU OFF OPER OS - KU LELLC	MASSALLOCATION	OCT-2014
1,376	Other	Corporate Accounting			3,169.69	3,169.69	923900	15K_ACCT 184509 LGEC OPER OS - KU LELLC	MASSALLOCATION	OCT-2014
1,377	Other	Corporate Accounting			3,335.95	3,335.95	923900	07E_ACCT 184516 BOC OPER OS - KU LELLC	MASSALLOCATION	OCT-2014
1,378	Other	Corporate Accounting			7,089.82	7,089.82	923900	J202-0100-1014 Prior Period Adjustment USD	Re-book Nov-Dec 2013 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	OCT-2014
1,379	Other	Corporate Accounting			9,372.02	9,372.02	923900	16E_ACCT 184513 LGEC OTH EXP OS - KU LELLC	MASSALLOCATION	OCT-2014
1,380	Other	Corporate Accounting			9,600.60	9,600.60	923900	09E_ACCT 184507 KU OFF OPER OS - KU LELLC	MASSALLOCATION	OCT-2014
1,381	Other	Corporate Accounting			10,128.86	10,128.86	923900	07E_ACCT 184516 BOC OPER OS - KU LELLC	MASSALLOCATION	OCT-2014
1,382	Other	Corporate Accounting			13,500.59	13,500.59	923900	16E_ACCT 184513 LGEC OTH EXP OS - KU LELLC	MASSALLOCATION	OCT-2014
1,383	Other	Corporate Accounting			14,078.66	14,078.66	923900	08E_ACCT 184517 BOC MTCE OS - KU LELLC	MASSALLOCATION	OCT-2014
1,384	Other	Corporate Accounting			15,564.30	15,564.30	923900	10E_ACCT 184508 KU OFF MTCE OS - KU LELLC	MASSALLOCATION	OCT-2014
1,385	Other	Corporate Accounting			18,287.98	18,287.98	923900	07E_ACCT 184516 BOC OPER OS - KU LELLC	MASSALLOCATION	OCT-2014
1,386	Other	Corporate Accounting			19,199.37	19,199.37	923900	12E_ACCT 184506 SIMPSV MTCE OS - KU LELLC	MASSALLOCATION	OCT-2014
1,387	Other	Corporate Accounting			38,057.92	38,057.92	923900	J202-0100-1014 Prior Period Adjustment USD	Re-book Nov-Dec 2013 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	OCT-2014
1,388	Other	Corporate Accounting			54,594.42	54,594.42	923900	J202-0100-1014 Prior Period Adjustment USD	Re-book Nov-Dec 2013 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	OCT-2014
1,389	Other	COURIER JOURNAL			10.11	10.11	923900	27-JUN-2014 13:06 SERV	-GAN*1107COURIERJRNRCIRC #420574	JUN-2014
1,390	Other	COURIER JOURNAL			6.94	6.94	923900	29-JUL-2014 13:07 SERV	-GAN*1107COURIERJRNRCIRC #420574	JUL-2014
1,391	Other	COURIER JOURNAL			11.24	11.24	923900	27-AUG-2014 13:08 SERV	-GAN*1107COURIERJRNRCIRC #420574	AUG-2014
1,392	Other	COURIER JOURNAL			11.24	11.24	923900	29-OCT-2014 06:10 SERV	-GAN*1107COURIERJRNRCIRC #420574	OCT-2014
1,393	Other	COURIER JOURNAL			11.24	11.24	923900	29-SEP-2014 11:09 SERV	-GAN*1107COURIERJRNRCIRC #420574	OCT-2014
1,394	Other	CRAVINGS			160.32	160.32	923900	31-DEC-2013 11:12 SERV	-CRAVINGS #426472	DEC-2013
1,395	Other	CRAVINGS			428.34	428.34	923900	31-DEC-2013 11:12 SERV	-CRAVINGS #426472	DEC-2013
1,396	Other	CREATIVE ALLIANCE			14.38	14.38	923100	11147400	-LABOR	NOV-2013
1,397	Other	CREATIVE ALLIANCE			14.38	14.38	923100	11147500	-LABOR	NOV-2013
1,398	Other	CREATIVE ALLIANCE			50.00	50.00	923100	11148100	-LABOR	NOV-2013
1,399	Other	CREATIVE ALLIANCE			301.88	301.88	923100	11147200	-LABOR	NOV-2013
1,400	Other	CREATIVE ALLIANCE			301.88	301.88	923100	11147300	-LABOR	NOV-2013
1,401	Other	CREATIVE ALLIANCE			575.00	575.00	923100	11448100	-LABOR	DEC-2013
1,402	Other	CREATIVE ALLIANCE			948.75	948.75	923100	11357700	-LABOR	DEC-2013
1,403	Other	CREATIVE ALLIANCE			2,443.75	2,443.75	923100	11447800	-LABOR	DEC-2013
1,404	Other	CREATIVE ALLIANCE			2,443.75	2,443.75	923100	11447900	-LABOR	DEC-2013
1,405	Other	CREATIVE ALLIANCE			19,345.00	19,345.00	923900	11484000	-LABOR	DEC-2013
1,406	Other	CREATIVE ALLIANCE			575.00	575.00	923100	11645000	-LABOR	FEB-2014
1,407	Other	CREATIVE ALLIANCE			5,663.75	5,663.75	923100	11644800	-LABOR	FEB-2014
1,408	Other	CREATIVE ALLIANCE			2,702.50	2,702.50	923100	11780000	-LABOR	MAR-2014
1,409	Other	CREATIVE ALLIANCE			4,456.25	4,456.25	923100	11779800	-LABOR	MAR-2014
1,410	Other	CREATIVE ALLIANCE			2,472.50	2,472.50	923900	11909900	-LABOR	APR-2014
1,411	Other	CREATIVE ALLIANCE			3,938.75	3,938.75	923900	11909700	-LABOR	APR-2014
1,412	Other	CREATIVE ALLIANCE			661.25	661.25	923100	12096400	-LABOR	MAY-2014
1,413	Other	CREATIVE ALLIANCE			5,548.75	5,548.75	923100	12096200	-LABOR	MAY-2014
1,414	Other	CREATIVE ALLIANCE			2.04	2.04	923100	122827	-LABOR	JUN-2014
1,415	Other	CREATIVE ALLIANCE			5.92	5.92	923100	12276400	-LABOR	JUN-2014
1,416	Other	CREATIVE ALLIANCE			9.52	9.52	923100	122801	-LABOR	JUN-2014
1,417	Other	CREATIVE ALLIANCE			26.22	26.22	923100	122827	-LABOR	JUN-2014
1,418	Other	CREATIVE ALLIANCE			49.17	49.17	923100	1228260	-LABOR	JUN-2014
1,419	Other	CREATIVE ALLIANCE			71.88	71.88	923100	12275800	-LABOR	JUN-2014
1,420	Other	CREATIVE ALLIANCE			76.01	76.01	923100	12276200	-LABOR	JUN-2014
1,421	Other	CREATIVE ALLIANCE			76.01	76.01	923100	12276400	-LABOR	JUN-2014
1,422	Other	CREATIVE ALLIANCE			85.12	85.12	923100	122806	-LABOR	JUN-2014
1,423	Other	CREATIVE ALLIANCE			92.48	92.48	923100	122800	-LABOR	JUN-2014
1,424	Other	CREATIVE ALLIANCE			122.19	122.19	923100	122801	-LABOR	JUN-2014
1,425	Other	CREATIVE ALLIANCE			129.22	129.22	923100	122799	-LABOR	JUN-2014
1,426	Other	CREATIVE ALLIANCE			230.00	230.00	923100	12275600	-LABOR	JUN-2014
1,427	Other	CREATIVE ALLIANCE			240.51	240.51	923100	1227970	-LABOR	JUN-2014
1,428	Other	CREATIVE ALLIANCE			287.50	287.50	923100	12275500	-LABOR	JUN-2014
1,429	Other	CREATIVE ALLIANCE			445.63	445.63	923100	12275400	-LABOR	JUN-2014
1,430	Other	CREATIVE ALLIANCE			631.08	631.08	923100	1228260	-LABOR	JUN-2014
1,431	Other	CREATIVE ALLIANCE			975.41	975.41	923100	12276200	-LABOR	JUN-2014
1,432	Other	CREATIVE ALLIANCE			995.75	995.75	923100	122275700	-LABOR	JUN-2014
1,433	Other	CREATIVE ALLIANCE			1,092.36	1,092.36	923100	122806	-LABOR	JUN-2014
1,434	Other	CREATIVE ALLIANCE			1,165.00	1,165.00	923100	12389800	-LABOR	JUN-2014
1,435	Other	CREATIVE ALLIANCE			1,186.77	1,186.77	923100	122800	-LABOR	JUN-2014
1,436	Other	CREATIVE ALLIANCE			1,658.39	1,658.39	923100	122799	-LABOR	JUN-2014
1,437	Other	CREATIVE ALLIANCE			3,086.58	3,086.58	923100	1227970	-LABOR	JUN-2014
1,438	Other	CREATIVE ALLIANCE			13,242.61	13,242.61	923100	12285600	-LABOR	JUN-2014
1,439	Other	CREATIVE ALLIANCE			(3.85)	(3.85)	923900	1194270	-LABOR	JUL-2014
1,440	Other	CREATIVE ALLIANCE			(5.54)	(5.54)	923100	1194270	-LABOR	JUL-2014

KENTUCKY UTILITIES COMPANY
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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,441	Other	CREATIVE ALLIANCE			(29.17)	(29.17)	923100	1194270	-LABOR	JUL-2014
1,442	Other	CREATIVE ALLIANCE			402.50	402.50	923100	12466800	-LABOR	JUL-2014
1,443	Other	CREATIVE ALLIANCE			920.00	920.00	923100	12467900	-LABOR	JUL-2014
1,444	Other	CREATIVE ALLIANCE			4,398.75	4,398.75	923100	12467700	-LABOR	JUL-2014
1,445	Other	CREATIVE ALLIANCE			21,181.79	21,181.79	923100	12527800	-LABOR	JUL-2014
1,446	Other	CREATIVE ALLIANCE			78.40	78.40	923100	1276270000	-LABOR	AUG-2014
1,447	Other	CREATIVE ALLIANCE			2,609.60	2,609.60	923100	1276260000	-LABOR	AUG-2014
1,448	Other	CREATIVE ALLIANCE			(13,242.59)	(13,242.59)	923100	12285600	-COD VDR	AUG-2014
1,449	Other	CREATIVE ALLIANCE			718.75	718.75	923100	1289570000	-LABOR	SEP-2014
1,450	Other	CREATIVE ALLIANCE			1,063.75	1,063.75	923100	12624900	-LABOR	SEP-2014
1,451	Other	CREATIVE ALLIANCE			1,293.75	1,293.75	923100	1289550000	-LABOR	SEP-2014
1,452	Other	CREATIVE ALLIANCE			(2,650.00)	(2,650.00)	923900	1274260000	-LABOR	SEP-2014
1,453	Other	CREATIVE ALLIANCE			4,571.25	4,571.25	923100	12624700	-LABOR	SEP-2014
1,454	Other	CREATIVE ALLIANCE			5,516.92	5,516.92	923100	1276250000	-LABOR	SEP-2014
1,455	Other	CREATIVE ALLIANCE			42.58	42.58	923100	1289600000	-LABOR	OCT-2014
1,456	Other	CREATIVE ALLIANCE			129.37	129.37	923100	1306520000	-LABOR	OCT-2014
1,457	Other	CREATIVE ALLIANCE			129.38	129.38	923100	1306510000	-LABOR	OCT-2014
1,458	Other	CREATIVE ALLIANCE			1,165.00	1,165.00	923100	1306590000	-LABOR	OCT-2014
1,459	Other	CREATIVE ALLIANCE			1,394.37	1,394.37	923100	1306500000	-LABOR	OCT-2014
1,460	Other	CREATIVE ALLIANCE			1,394.38	1,394.38	923100	1306490000	-LABOR	OCT-2014
1,461	Other	CRESCENT ALLIED SOLUTIONS			5,440.00	5,440.00	923900	3040000149	-Temporary IT Resource - Daniel Lawson	MAY-2014
1,462	Other	CRESCENT ALLIED SOLUTIONS			6,560.00	6,560.00	923900	3040000167	-Temporary IT Resource - Daniel Lawson	JUN-2014
1,463	Other	CRESCENT ALLIED SOLUTIONS			4,800.00	4,800.00	923900	3040000196	-Temporary IT Resource - Daniel Lawson	JUL-2014
1,464	Other	CRESCENT ALLIED SOLUTIONS			6,660.00	6,660.00	923900	3040000228	-Temporary IT Resource - Daniel Lawson	AUG-2014
1,465	Other	CRESCENT ALLIED SOLUTIONS			4,120.00	4,120.00	923900	3040000250	-Temporary IT Resource - Daniel Lawson	SEP-2014
1,466	Other	CRESCENT ALLIED SOLUTIONS			4,700.00	4,700.00	923900	1752-0020-1014	Adjustment USD	OCT-2014
1,467	Other	CUNNINGHAM, MARTINA CAROL			(56.24)	(56.24)	923900	284704	SERVCO Manual Accrual	OCT-2014
1,468	Other	DATA CLEAN CORP			86.04	86.04	923900	0073752	-TARC	APR-2014
1,469	Other	DATA CLEAN CORP			3,244.74	3,244.74	923900	0073816	-Standard Contamination Control Mats	APR-2014
1,470	Other	DATA CLEAN CORP			4,119.62	4,119.62	923900	0073752	-Simpsonville: One-time cleaning of the equip and environment, tops of floors, and the under floor plenum	APR-2014
1,471	Other	DAVIES CONSULTING INC			348.75	348.75	923900	14505	-Louisville: One-time cleaning of the equipment and environment, tops of floors, and the under floor plenum	APR-2014
1,472	Other	DAVIES CONSULTING INC			348.75	348.75	923900	14505	-Consulting Fees - AIS Support	JUL-2014
1,473	Other	DAYS PLUMBING SUPPLY			240.16	240.16	923100	27-FEB-2014 09:02 KUTL	-Consulting Fees - AIS Support	JUL-2014
1,474	Other	DBA DIRECT			1,900.70	1,900.70	923900	17603	-DAYS PLUMBING SUPPLY #337240	FEB-2014
1,475	Other	DEL BRANTLEY'S PEST CONTROL			25.00	25.00	923100	50754	-On Demand Service Overage Hours for February (37.6)	MAR-2014
1,476	Other	DEL BRANTLEY'S PEST CONTROL			20.00	20.00	923100	51118	-spraying at Eddyville storeroom	JAN-2014
1,477	Other	DEL BRANTLEY'S PEST CONTROL			25.00	25.00	923100	51117	-Spraying at Eddyville storeroom	MAR-2014
1,478	Other	DEL BRANTLEY'S PEST CONTROL			65.00	65.00	923100	51897	-Spraying at Eddyville storeroom	AUG-2014
1,479	Other	DELTA SERVICES LLC			50.85	50.85	923900	55846	-PayDelta Services, LLC Invoice #55846 for Camera repairs at Campsbellville Business Office	NOV-2013
1,480	Other	DELTA SERVICES LLC			348.80	348.80	923900	55846	-PayDelta Services, LLC Invoice #55846 for Camera repairs at Campsbellville Business Office	NOV-2013
1,481	Other	DELTA SERVICES LLC			120.35	120.35	923900	55999	-Pay Delta Services, LLC Invoice #55999 for camera repairs at dock and gate 2 at AOC and Invoice #56019 for camera repairs at Tyrone Station	DEC-2013
1,482	Other	DELTA SERVICES LLC			229.15	229.15	923900	56231	-Pay Delta Services, LLC Invoice #56222 for Camera repairs at Ghent Station and Invoice #56231 for camera repairs at Ohio Falls Station	DEC-2013
1,483	Other	DELTA SERVICES LLC			236.36	236.36	923900	55911	-Pay Delta Services, LLC Invoice #55911 for Camera repairs at Campsbellville Business Office	DEC-2013
1,484	Other	DELTA SERVICES LLC			268.00	268.00	923900	56019	-Pay Delta Services, LLC Invoice #55999 for camera repairs at dock and gate 2 at AOC and Invoice #56019 for camera repairs at Tyrone Station	DEC-2013
1,485	Other	DELTA SERVICES LLC			348.80	348.80	923900	55911	-Pay Delta Services, LLC Invoice #55911 for Camera repairs at Campsbellville Business Office	DEC-2013
1,486	Other	DELTA SERVICES LLC			382.70	382.70	923900	56066	-Pay Delta Services, LLC Invoice #56066 for camera repair work at Ghent Station	DEC-2013
1,487	Other	DELTA SERVICES LLC			438.88	438.88	923900	56222	-Pay Delta Services, LLC Invoice #56222 for Camera repairs at Ghent Station and Invoice #56231 for camera repairs at Ohio Falls Station	DEC-2013
1,488	Other	DELTA SERVICES LLC			21.37	21.37	923900	56753	-Pay Delta Services Invoice #56751 AOC camera repairs, Invoice #56753 Stone Road camera issues, Invoice #56754 Mill Creek gate 3 camera issues, and Invoice #56755 Mill Creek gate 5 camera issues	JAN-2014
1,489	Other	DELTA SERVICES LLC			46.15	46.15	923900	56751	-Pay Delta Services Invoice #56751 AOC camera repairs, Invoice #56753 Stone Road camera issues, Invoice #56754 Mill Creek gate 3 camera issues, and Invoice #56755 Mill Creek gate 5 camera issues	JAN-2014
1,490	Other	DELTA SERVICES LLC			53.44	53.44	923900	56754	-Pay Delta Services Invoice #56751 AOC camera repairs, Invoice #56753 Stone Road camera issues, Invoice #56754 Mill Creek gate 3 camera issues, and Invoice #56755 Mill Creek gate 5 camera issues	JAN-2014
1,491	Other	DELTA SERVICES LLC			53.44	53.44	923900	56755	-Pay Delta Services Invoice #56751 AOC camera repairs, Invoice #56753 Stone Road camera issues, Invoice #56754 Mill Creek gate 3 camera issues, and Invoice #56755 Mill Creek gate 5 camera issues	JAN-2014
1,492	Other	DELTA SERVICES LLC			143.63	143.63	923900	56598	-Pay Delta Services Invoice #56594 camera repairs at Morehead and Riverport, Invoice #56598 camera repairs at BOC, Invoice #56599 camera repairs at AOC, Invoice #56604 camera repairs at Earlington, Invoice #56605 camera repairs at Stone Roa	JAN-2014
1,493	Other	DELTA SERVICES LLC			167.21	167.21	923900	56605	-Pay Delta Services Invoice #56594 camera repairs at Morehead and Riverport, Invoice #56598 camera repairs at BOC, Invoice #56599 camera repairs at AOC, Invoice #56604 camera repairs at Earlington, Invoice #56605 camera repairs at Stone Roa	JAN-2014
1,494	Other	DELTA SERVICES LLC			183.70	183.70	923900	56595	-Pay Delta Services Invoice #56566 for camera repairs at Morehead, Invoice #56585 for camera repairs at Tyrone, Invoice #56593 for camera repairs at AOC, and Invoice #56595 for camera repairs at Simpsonville	JAN-2014
1,495	Other	DELTA SERVICES LLC			333.17	333.17	923900	56606	-Pay Delta Services Invoice #56594 camera repairs at Morehead and Riverport, Invoice #56598 camera repairs at BOC, Invoice #56599 camera repairs at AOC, Invoice #56604 camera repairs at Earlington, Invoice #56605 camera repairs at Stone Roa	JAN-2014
1,496	Other	DELTA SERVICES LLC			518.62	518.62	923900	56604	-Pay Delta Services Invoice #56594 camera repairs at Morehead and Riverport, Invoice #56598 camera repairs at BOC, Invoice #56599 camera repairs at AOC, Invoice #56604 camera repairs at Earlington, Invoice #56605 camera repairs at Stone Roa	JAN-2014

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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,497	Other	DELTA SERVICES LLC			529.32	529.32	923900	56639	-Pay Delta Services Invoice #56639 for camera issues at Campbellsville and Invoice #56646 for camera issues at Morganfield	JAN-2014
1,498	Other	DELTA SERVICES LLC			535.12	535.12	923900	56599	-Pay Delta Services Invoice #56594 camera repairs at Morehead and Riverport, Invoice #56598 camera repairs at BOC, Invoice #56599 camera repairs at AOC, Invoice #56604 camera repairs at Earlington, Invoice #56605 camera repairs at Stone Roa	JAN-2014
1,499	Other	DELTA SERVICES LLC			963.55	963.55	923900	56566	-Pay Delta Services Invoice #56566 for camera repairs at Morehead, Invoice #56585 for camera repairs at Tyrone, Invoice #56593 for camera repairs at AOC, and Invoice #56595 for camera repairs at Simpsonville	JAN-2014
1,500	Other	DELTA SERVICES LLC			1,226.33	1,226.33	923900	56585	-Pay Delta Services Invoice #56566 for camera repairs at Morehead, Invoice #56585 for camera repairs at Tyrone, Invoice #56593 for camera repairs at AOC, and Invoice #56595 for camera repairs at Simpsonville	JAN-2014
1,501	Other	DELTA SERVICES LLC			1,630.72	1,630.72	923900	56646	-Pay Delta Services Invoice #56639 for camera issues at Campbellsville and Invoice #56646 for camera issues at Morganfield	JAN-2014
1,502	Other	DELTA SERVICES LLC			1,771.42	1,771.42	923900	56594	-Pay Delta Services Invoice #56594 camera repairs at Morehead and Riverport, Invoice #56598 camera repairs at BOC, Invoice #56599 camera repairs at AOC, Invoice #56604 camera repairs at Earlington, Invoice #56605 camera repairs at Stone Roa	JAN-2014
1,503	Other	DELTA SERVICES LLC			1,986.41	1,986.41	923900	56593	-Pay Delta Services Invoice #56566 for camera repairs at Morehead, Invoice #56585 for camera repairs at Tyrone, Invoice #56593 for camera repairs at AOC, and Invoice #56595 for camera repairs at Simpsonville	JAN-2014
1,504	Other	DELTA SERVICES LLC			75.15	75.15	923900	56990	-Pay Delta Services Invoice #56990 for camera repairs at Morehead	FEB-2014
1,505	Other	DELTA SERVICES LLC			100.94	100.94	923900	56894	-Pay Delta Services for the following Invoices: 56893, 56894, 56903, 56912, 56944, 56946, 56948, 56949, and 56959 for camera repairs at various locations.	FEB-2014
1,506	Other	DELTA SERVICES LLC			141.24	141.24	923900	56949	-Pay Delta Services for the following Invoices: 56893, 56894, 56903, 56912, 56944, 56946, 56948, 56949, and 56959 for camera repairs at various locations.	FEB-2014
1,507	Other	DELTA SERVICES LLC			169.49	169.49	923900	56946	-Pay Delta Services for the following Invoices: 56893, 56894, 56903, 56912, 56944, 56946, 56948, 56949, and 56959 for camera repairs at various locations.	FEB-2014
1,508	Other	DELTA SERVICES LLC			386.91	386.91	923900	56912	-Pay Delta Services for the following Invoices: 56893, 56894, 56903, 56912, 56944, 56946, 56948, 56949, and 56959 for camera repairs at various locations.	FEB-2014
1,509	Other	DELTA SERVICES LLC			436.00	436.00	923900	56990	-Pay Delta Services Invoice #56990 for camera repairs at Morehead	FEB-2014
1,510	Other	DELTA SERVICES LLC			451.91	451.91	923900	56959	-Pay Delta Services for the following Invoices: 56893, 56894, 56903, 56912, 56944, 56946, 56948, 56949, and 56959 for camera repairs at various locations.	FEB-2014
1,511	Other	DELTA SERVICES LLC			39.55	39.55	923900	57364	-Pay Delta Services Invoice #57093 for Quote, Invoice # 57319 for Middlesboro Camera repairs, and Invoice #57364 for Stone Road Camera Repairs	MAR-2014
1,512	Other	DELTA SERVICES LLC			56.50	56.50	923900	56948	-Pay Delta Services for the following Invoices: 56893, 56894, 56903, 56912, 56944, 56946, 56948, 56949, and 56959 for camera repairs at various locations.	MAR-2014
1,513	Other	DELTA SERVICES LLC			100.28	100.28	923900	56130	-Pay Delta Services Invoice #56130 for camera repairs at Ghent Station	MAR-2014
1,514	Other	DELTA SERVICES LLC			110.18	110.18	923900	57319	-Pay Delta Services Invoice #57093 for Quote, Invoice # 57319 for Middlesboro Camera repairs, and Invoice #57364 for Stone Road Camera Repairs	MAR-2014
1,515	Other	DELTA SERVICES LLC			115.40	115.40	923900	56903	-Pay Delta Services for the following Invoices: 56893, 56894, 56903, 56912, 56944, 56946, 56948, 56949, and 56959 for camera repairs at various locations.	MAR-2014
1,516	Other	DELTA SERVICES LLC			129.19	129.19	923900	56893	-Pay Delta Services for the following Invoices: 56893, 56894, 56903, 56912, 56944, 56946, 56948, 56949, and 56959 for camera repairs at various locations.	MAR-2014
1,517	Other	DELTA SERVICES LLC			309.01	309.01	923900	57314	-Labor - Installation (5 hrs), Technical (2 hrs), Project Management (1 hr), Engineering (1 hr) - @ 568.60/hr	MAR-2014
1,518	Other	DELTA SERVICES LLC			338.31	338.31	923900	56903	-Pay Delta Services for the following Invoices: 56893, 56894, 56903, 56912, 56944, 56946, 56948, 56949, and 56959 for camera repairs at various locations.	MAR-2014
1,519	Other	DELTA SERVICES LLC			436.00	436.00	923900	57319	-Pay Delta Services Invoice #57093 for Quote, Invoice # 57319 for Middlesboro Camera repairs, and Invoice #57364 for Stone Road Camera Repairs	MAR-2014
1,520	Other	DELTA SERVICES LLC			436.00	436.00	923900	57364	-Pay Delta Services Invoice #57093 for Quote, Invoice # 57319 for Middlesboro Camera repairs, and Invoice #57364 for Stone Road Camera Repairs	MAR-2014
1,521	Other	DELTA SERVICES LLC			454.04	454.04	923900	56944	-Pay Delta Services for the following Invoices: 56893, 56894, 56903, 56912, 56944, 56946, 56948, 56949, and 56959 for camera repairs at various locations.	MAR-2014
1,522	Other	DELTA SERVICES LLC			1,918.40	1,918.40	923900	56130	-Pay Delta Services Invoice #56130 for camera repairs at Ghent Station	MAR-2014
1,523	Other	DELTA SERVICES LLC			3,155.60	3,155.60	923900	57093	-Pay Delta Services Invoice #57093 for Quote, Invoice # 57319 for Middlesboro Camera repairs, and Invoice #57364 for Stone Road Camera Repairs	MAR-2014
1,524	Other	DELTA SERVICES LLC			87.20	87.20	923900	57787	-Pay Delta Services Invoice #57787 for Camera work at Eddyville Business Office	APR-2014
1,525	Other	DELTA SERVICES LLC			87.29	87.29	923900	57536	-Pay Delta Services Invoice #57536 for SECCAM01 reset	APR-2014
1,526	Other	DELTA SERVICES LLC			12.50	12.50	923900	58306	-Pay Delta Services Invoice #58306 for Genetec Directory repairs	MAY-2014
1,527	Other	DELTA SERVICES LLC			12.50	12.50	923900	58368	-Pay Delta Services Invoice #58368 for Seccam02 and Omnicast repairs and Invoice #58369 for Carrollton camera move	MAY-2014
1,528	Other	DELTA SERVICES LLC			29.95	29.95	923900	58368	-Pay Delta Services Invoice #58368 for Seccam02 and Omnicast repairs and Invoice #58369 for Carrollton camera move	MAY-2014
1,529	Other	DELTA SERVICES LLC			68.12	68.12	923900	58369	-Pay Delta Services Invoice #58368 for Seccam02 and Omnicast repairs and Invoice #58369 for Carrollton camera move	MAY-2014
1,530	Other	DELTA SERVICES LLC			68.12	68.12	923900	58369	-Pay Delta Services Invoice #58368 for Seccam02 and Omnicast repairs and Invoice #58369 for Carrollton camera move	MAY-2014
1,531	Other	DELTA SERVICES LLC			106.28	106.28	923900	58368	-Pay Delta Services Invoice #58368 for Seccam02 and Omnicast repairs and Invoice #58369 for Carrollton camera move	MAY-2014
1,532	Other	DELTA SERVICES LLC			106.29	106.29	923900	58368	-Pay Delta Services Invoice #58368 for Seccam02 and Omnicast repairs and Invoice #58369 for Carrollton camera move	MAY-2014
1,533	Other	DELTA SERVICES LLC			828.40	828.40	923900	58306	-Pay Delta Services Invoice #58306 for Genetec Directory repairs	MAY-2014
1,534	Other	DELTA SERVICES LLC			2,814.40	2,814.40	923900	58223	-Pay Delta Services Invoice #58223 for Genetec and Directory issues	MAY-2014
1,535	Other	DELTA SERVICES LLC			0.90	0.90	923900	58417	-4" SQ Blank Cover Qty 4	JUN-2014
1,536	Other	DELTA SERVICES LLC			3.54	3.54	923900	58417	-3/4" EMT STL COMP CPLG Qty 10	JUN-2014
1,537	Other	DELTA SERVICES LLC			3.66	3.66	923900	58417	-4x2 1/8" SQ BOX COMB KO Qty 4	JUN-2014
1,538	Other	DELTA SERVICES LLC			4.30	4.30	923900	58417	-3/4" EMT INSUL STL COMP CONN Qty 12	JUN-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,539	Other	DELTA SERVICES LLC			5.55	5.55	923900	58417	-3/4" minis Qty 20	JUN-2014
1,540	Other	DELTA SERVICES LLC			13.88	13.88	923900	58417	-3/4" seal tight Qty 16	JUN-2014
1,541	Other	DELTA SERVICES LLC			22.20	22.20	923900	58417	-3/4" Sealtight conn Qty 8	JUN-2014
1,542	Other	DELTA SERVICES LLC			34.13	34.13	923900	58417	-Copper Patch Cables 1 Meter Qty 8	JUN-2014
1,543	Other	DELTA SERVICES LLC			34.97	34.97	923900	58417	-General Expenses Qty 1	JUN-2014
1,544	Other	DELTA SERVICES LLC			40.28	40.28	923900	58417	-3/7 EMT Qty 100	JUN-2014
1,545	Other	DELTA SERVICES LLC			43.65	43.65	923900	58417	-Bell box and cover Qty 4	JUN-2014
1,546	Other	DELTA SERVICES LLC			48.76	48.76	923900	58417	-Install Camera Qty 4	JUN-2014
1,547	Other	DELTA SERVICES LLC			50.00	50.00	923900	58442	-Pay Delta Services Invoice #58428 for camera repairs at Muldraugh and Invoice #58442 for camers work at Tyrone Station	JUN-2014
1,548	Other	DELTA SERVICES LLC			51.11	51.11	923900	58417	-Cat 6 jack Qty 8	JUN-2014
1,549	Other	DELTA SERVICES LLC			54.86	54.86	923900	58417	-Rack Shelf Qty 1	JUN-2014
1,550	Other	DELTA SERVICES LLC			137.20	137.20	923900	58417	-Engineering Labor (scheduled work) Qty 2	JUN-2014
1,551	Other	DELTA SERVICES LLC			137.20	137.20	923900	58417	-Project Management Labor (scheduled work) Qty 2	JUN-2014
1,552	Other	DELTA SERVICES LLC			155.25	155.25	923900	58417	-Fuel	JUN-2014
1,553	Other	DELTA SERVICES LLC			204.82	204.82	923900	58417	-Ditek Data Surge Qty 4	JUN-2014
1,554	Other	DELTA SERVICES LLC			207.00	207.00	923900	58417	-Cat 6 Qty 1000	JUN-2014
1,555	Other	DELTA SERVICES LLC			261.60	261.60	923900	58380	-Pay Delta Services Invoice #58380 for Shelbyville Business Office camera repairs	JUN-2014
1,556	Other	DELTA SERVICES LLC			299.00	299.00	923900	58417	-Per Diem	JUN-2014
1,557	Other	DELTA SERVICES LLC			327.70	327.70	923900	58417	-ESP-300 Overvoltage Surge Suppressor Qty 8	JUN-2014
1,558	Other	DELTA SERVICES LLC			823.20	823.20	923900	58417	-Technical Labor (scheduled work) Qty 12	JUN-2014
1,559	Other	DELTA SERVICES LLC			875.00	875.00	923900	58417	-Genetec Camera License Qty 4 5/1/14-8/31/16	JUN-2014
1,560	Other	DELTA SERVICES LLC			959.20	959.20	923900	58442	-Pay Delta Services Invoice #58428 for camera repairs at Muldraugh and Invoice #58442 for camers work at Tyrone Station	JUN-2014
1,561	Other	DELTA SERVICES LLC			2,242.96	2,242.96	923900	58417	-TVC-M1245E-ZM-N 1.3MP D/N Bullet Camera QTY 4	JUN-2014
1,562	Other	DELTA SERVICES LLC			3,773.00	3,773.00	923900	58417	-installation Labor (scheduled work) Qty 55	JUN-2014
1,563	Other	DELTA SERVICES LLC			12.50	12.50	923900	58799	-Pay Delta Services Invoice #58799 for directory server clean-up	JUL-2014
1,564	Other	DELTA SERVICES LLC			58.13	58.13	923900	59053	-Pay Delta Services Invoice #59051 for Server issues and Invoice #59053 for Ghent camera issues	JUL-2014
1,565	Other	DELTA SERVICES LLC			58.14	58.14	923900	59053	-Pay Delta Services Invoice #59051 for Server issues and Invoice #59053 for Ghent camera issues	JUL-2014
1,566	Other	DELTA SERVICES LLC			116.27	116.27	923900	59051	-Pay Delta Services Invoice #59051 for Server issues and Invoice #59053 for Ghent camera issues	JUL-2014
1,567	Other	DELTA SERVICES LLC			116.27	116.27	923900	59051	-Pay Delta Services Invoice #59051 for Server issues and Invoice #59053 for Ghent camera issues	JUL-2014
1,568	Other	DELTA SERVICES LLC			174.40	174.40	923900	58799	-Pay Delta Services Invoice #58799 for directory server clean-up	JUL-2014
1,569	Other	DELTA SERVICES LLC			174.40	174.40	923900	59049	-Pay Delta Services Invoice #59049 for camera repairs at EW Brown Station	JUL-2014
1,570	Other	DELTA SERVICES LLC			1.02	1.02	923900	59418	-Pay Delta Services Invoice #59342 for camera work at AOC, Invoice #59415 for camera work at Harlan BO, Invoice #59417 for camera work at Ghent, and invoice # 59418 for Genetec Server issues	AUG-2014
1,571	Other	DELTA SERVICES LLC			1.02	1.02	923900	59415	-Pay Delta Services Invoice #59342 for camera work at AOC, Invoice #59415 for camera work at Harlan BO, Invoice #59417 for camera work at Ghent, and invoice # 59418 for Genetec Server issues	AUG-2014
1,572	Other	DELTA SERVICES LLC			2.03	2.03	923900	59418	-Pay Delta Services Invoice #59342 for camera work at AOC, Invoice #59415 for camera work at Harlan BO, Invoice #59417 for camera work at Ghent, and invoice # 59418 for Genetec Server issues	AUG-2014
1,573	Other	DELTA SERVICES LLC			2.03	2.03	923900	59415	-Pay Delta Services Invoice #59342 for camera work at AOC, Invoice #59415 for camera work at Harlan BO, Invoice #59417 for camera work at Ghent, and invoice # 59418 for Genetec Server issues	AUG-2014
1,574	Other	DELTA SERVICES LLC			10.48	10.48	923900	59342	-Pay Delta Services Invoice #59342 for camera work at AOC, Invoice #59415 for camera work at Harlan BO, Invoice #59417 for camera work at Ghent, and invoice # 59418 for Genetec Server issues	AUG-2014
1,575	Other	DELTA SERVICES LLC			11.63	11.63	923900	59417	-Pay Delta Services Invoice #59342 for camera work at AOC, Invoice #59415 for camera work at Harlan BO, Invoice #59417 for camera work at Ghent, and invoice # 59418 for Genetec Server issues	AUG-2014
1,576	Other	DELTA SERVICES LLC			20.95	20.95	923900	59342	-Pay Delta Services Invoice #59342 for camera work at AOC, Invoice #59415 for camera work at Harlan BO, Invoice #59417 for camera work at Ghent, and invoice # 59418 for Genetec Server issues	AUG-2014
1,577	Other	DELTA SERVICES LLC			23.26	23.26	923900	59418	-Pay Delta Services Invoice #59342 for camera work at AOC, Invoice #59415 for camera work at Harlan BO, Invoice #59417 for camera work at Ghent, and invoice # 59418 for Genetec Server issues	AUG-2014
1,578	Other	DELTA SERVICES LLC			23.26	23.26	923900	59415	-Pay Delta Services Invoice #59342 for camera work at AOC, Invoice #59415 for camera work at Harlan BO, Invoice #59417 for camera work at Ghent, and invoice # 59418 for Genetec Server issues	AUG-2014
1,579	Other	DELTA SERVICES LLC			34.88	34.88	923900	59417	-Pay Delta Services Invoice #59342 for camera work at AOC, Invoice #59415 for camera work at Harlan BO, Invoice #59417 for camera work at Ghent, and invoice # 59418 for Genetec Server issues	AUG-2014
1,580	Other	DELTA SERVICES LLC			69.76	69.76	923900	59418	-Pay Delta Services Invoice #59342 for camera work at AOC, Invoice #59415 for camera work at Harlan BO, Invoice #59417 for camera work at Ghent, and invoice # 59418 for Genetec Server issues	AUG-2014
1,581	Other	DELTA SERVICES LLC			69.76	69.76	923900	59415	-Pay Delta Services Invoice #59342 for camera work at AOC, Invoice #59415 for camera work at Harlan BO, Invoice #59417 for camera work at Ghent, and invoice # 59418 for Genetec Server issues	AUG-2014
1,582	Other	DELTA SERVICES LLC			116.27	116.27	923900	59342	-Pay Delta Services Invoice #59342 for camera work at AOC, Invoice #59415 for camera work at Harlan BO, Invoice #59417 for camera work at Ghent, and invoice # 59418 for Genetec Server issues	AUG-2014
1,583	Other	DELTA SERVICES LLC			348.80	348.80	923900	59342	-Pay Delta Services Invoice #59342 for camera work at AOC, Invoice #59415 for camera work at Harlan BO, Invoice #59417 for camera work at Ghent, and invoice # 59418 for Genetec Server issues	AUG-2014
1,584	Other	DELTA SERVICES LLC			(4,673.52)	(4,673.52)	923900	58417	-COD GMT	AUG-2014
1,585	Other	DELTA SERVICES LLC			(4,870.60)	(4,870.60)	923900	58417	-COD GMT	AUG-2014
1,586	Other	DELTA SERVICES LLC			21.47	21.47	923900	59843	-Pay Delta Services Invoice #59843 for camera repair materials at Tyrone Station	SEP-2014
1,587	Other	DELTA SERVICES LLC			29.95	29.95	923900	59978	-Pay Delta Services Invoice #59978 for Tyrone camera repairs and Invoice #59977 for Richmond Storeroom camera repairs	SEP-2014
1,588	Other	DELTA SERVICES LLC			54.80	54.80	923900	59977	-Pay Delta Services Invoice #59978 for Tyrone camera repairs and Invoice #59977 for Richmond Storeroom camera repairs	SEP-2014
1,589	Other	DELTA SERVICES LLC			57.20	57.20	923900	59823	-Pay Delta Services Invoice #59823 for camera repairs at Paris	SEP-2014
1,590	Other	DELTA SERVICES LLC			130.80	130.80	923900	59978	-Pay Delta Services Invoice #59978 for Tyrone camera repairs and Invoice #59977 for Richmond Storeroom camera repairs	SEP-2014
1,591	Other	DELTA SERVICES LLC			261.60	261.60	923900	59843	-Pay Delta Services Invoice #59843 for camera repair labor at Tyrone Station	SEP-2014
1,592	Other	DELTA SERVICES LLC			305.20	305.20	923900	59823	-Pay Delta Services Invoice #59823 for camera repairs at Paris	SEP-2014

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Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,593	Other	DELTA SERVICES LLC			305.20	305.20	923900	59977	-Pay Delta Services Invoice #59978 for Tyrone camera repairs and Invoice #59977 for Richmond Storeroom camera repairs	SEP-2014
1,594	Other	DELTA SERVICES LLC			884.00	884.00	923900	59847	-Pay Delta Services Invoice #59847 for camera server repair labor at BOC	SEP-2014
1,595	Other	DELTA SERVICES LLC			28.82	28.82	923900	60428	-Pay Delta Services Invoice #60427 for camera repairs at Earlington BO and Invoice #60428 for camera	OCT-2014
1,596	Other	DELTA SERVICES LLC			133.60	133.60	923900	60061	-Pay Delta Services Invoice #60137 for camera replacement at Richmond and Invoice #60061 Directory i	OCT-2014
1,597	Other	DELTA SERVICES LLC			198.83	198.83	923900	60312	-Pay Delta Services Invoice #60299 for BOC Lobby camera project and Invoice #60312 for EW Brown came	OCT-2014
1,598	Other	DELTA SERVICES LLC			348.80	348.80	923900	60312	-Pay Delta Services Invoice #60299 for BOC Lobby camera project and Invoice #60312 for EW Brown came	OCT-2014
1,599	Other	DELTA SERVICES LLC			365.42	365.42	923900	60137	-Pay Delta Services Invoice #60137 for camera replacement at Richmond and Invoice #60061 Directory i	OCT-2014
1,600	Other	DELTA SERVICES LLC			479.60	479.60	923900	60137	-Pay Delta Services Invoice #60137 for camera replacement at Richmond and Invoice #60061 Directory i	OCT-2014
1,601	Other	DELTA SERVICES LLC			480.11	480.11	923900	60427	-Pay Delta Services Invoice #60427 for camera repairs at Earlington BO and Invoice #60428 for camera	OCT-2014
1,602	Other	DELTA SERVICES LLC			610.40	610.40	923900	60427	-Pay Delta Services Invoice #60427 for camera repairs at Earlington BO and Invoice #60428 for camera	OCT-2014
1,603	Other	DELTA SERVICES LLC			697.60	697.60	923900	60428	-Pay Delta Services Invoice #60427 for camera repairs at Earlington BO and Invoice #60428 for camera	OCT-2014
1,604	Other	DICKERSONS REFRIGERATION			160.60	160.60	923900	30-JAN-2014 12:01 KUTL	-DICKERSONS REFRIGERATION #338073	JAN-2014
1,605	Other	DISTRICT 6053 - HOPKIN			415.78	415.78	923100	30-DEC-2013 09:12 KUTL	-DISTRICT 6053 - HOPKIN #334874	DEC-2013
1,606	Other	DISTRICT 6053 - HOPKIN			144.72	144.72	923100	27-AUG-2014 08:08 KUTL	-DISTRICT 6053 - HOPKIN #334874	AUG-2014
1,607	Other	DISTRICT 6053 - HOPKIN			3.52	3.52	923100	29-SEP-2014 09:09 KUTL	-DISTRICT 6053 - HOPKIN #334874	SEP-2014
1,608	Other	DOLLAR GENERAL			9.67	9.67	923900	31-DEC-2013 11:12 SERV	-DOLLAR GENERAL #11904 #426472	DEC-2013
1,609	Other	DONNIE JONES LAWN CARE LLC			220.00	220.00	923100	1363	-Contract labor and equipment	DEC-2013
1,610	Other	DONNIE JONES LAWN CARE LLC			730.00	730.00	923100	1361	-Contract labor and equipment	DEC-2013
1,611	Other	DONNIE JONES LAWN CARE LLC			1,274.79	1,274.79	923100	1351	-Contract labor and equipment	DEC-2013
1,612	Other	DONNIE JONES LAWN CARE LLC			220.00	220.00	923100	1394	-Contract labor and equipment	MAY-2014
1,613	Other	DONNIE JONES LAWN CARE LLC			276.25	276.25	923900	1397	-Lawn Care Services for various Telecom Locations	MAY-2014
1,614	Other	DONNIE JONES LAWN CARE LLC			290.00	290.00	923100	1392	-Contract labor and equipment	MAY-2014
1,615	Other	DONNIE JONES LAWN CARE LLC			1,491.94	1,491.94	923100	1378	-Contract labor and equipment	MAY-2014
1,616	Other	DONNIE JONES LAWN CARE LLC			460.00	460.00	923100	1403	-Contract labor and equipment	JUL-2014
1,617	Other	DONNIE JONES LAWN CARE LLC			552.50	552.50	923100	1408	-Lawn Care Services for various Telecom Locations	JUL-2014
1,618	Other	DONNIE JONES LAWN CARE LLC			660.00	660.00	923100	1404	-Contract labor and equipment	JUL-2014
1,619	Other	DONNIE JONES LAWN CARE LLC			828.75	828.75	923900	1421	-Lawn Care Services for various Telecom Locations	SEP-2014
1,620	Other	DONNIE JONES LAWN CARE LLC			840.00	840.00	923100	1417	-Contract labor and equipment	OCT-2014
1,621	Other	DONNIE JONES LAWN CARE LLC			880.00	880.00	923100	1419	-Contract labor and equipment	OCT-2014
1,622	Other	DOSS AND HORKY INC			1,104.07	1,104.07	923100	6785	-Doss and Horky Inv #6785. London storeroom washout restoration	AUG-2014
1,623	Other	DOSS AND HORKY INC			1,688.00	1,688.00	923100	6786	-Doss and Horky Inv #6786. London storeroom washout restoration	AUG-2014
1,624	Other	DUNKER AND ASSOCIATES			2,725.85	2,725.85	923900	201349	-Dunker & Associates	NOV-2013
1,625	Other	DUNKER AND ASSOCIATES			1,990.44	1,990.44	923900	201350	-Dunker & Assoc November Statement	DEC-2013
1,626	Other	DUNKER AND ASSOCIATES			2,303.38	2,303.38	923900	201351	-Dunker & Associates	JAN-2014
1,627	Other	DUNKER AND ASSOCIATES			1,830.18	1,830.18	923900	201352	-Dunker & Assoc January Invoice	FEB-2014
1,628	Other	DUNKER AND ASSOCIATES			2,079.21	2,079.21	923900	201453	-Dunker & Associates February 2014	MAR-2014
1,629	Other	DUNKER AND ASSOCIATES			1,568.94	1,568.94	923900	201454	-Dunker & Associates	APR-2014
1,630	Other	DUNKER AND ASSOCIATES			1,451.03	1,451.03	923900	201455	-Dunker & Associates April Invoice	MAY-2014
1,631	Other	DUNKER AND ASSOCIATES			1,935.18	1,935.18	923900	201456	-Dunker & Associates May Invoice	JUN-2014
1,632	Other	DUNKER AND ASSOCIATES			1,688.44	1,688.44	923900	201457	-Dunker & Associates June Statement	JUL-2014
1,633	Other	DUNKER AND ASSOCIATES			1,757.55	1,757.55	923900	201458	-Dunker & Associates July Statement	AUG-2014
1,634	Other	DUNKER AND ASSOCIATES			1,616.71	1,616.71	923900	201459	-Donn Dunker & Associates August Invoice	SEP-2014
1,635	Other	DUNKER AND ASSOCIATES			1,387.99	1,387.99	923900	201460	-Donn Dunker September Labor and Expenses	OCT-2014
1,636	Other	EAPDIS LLC			437.94	437.94	923900	2544	-EAPDIS craftworker 2014 salary survey 50% down	JAN-2014
1,637	Other	EAPDIS LLC			125.13	125.13	923900	EAPDIS031714	-REGISTRATION FEE	MAR-2014
1,638	Other	EAPDIS LLC			437.50	437.50	923900	2632	-2014 Technical Craft Compensation Survey	OCT-2014
1,639	Other	EAST & WESTBROOK CONSTRUCTION CO INC			5,933.40	5,933.40	923900	52630	-TRIMBLE COUNTY to complete parking for grading work	JAN-2014
1,640	Other	EAST & WESTBROOK CONSTRUCTION CO INC			5,666.60	5,666.60	923900	55650	-TRIMBLE COUNTY to complete parking for grading work	JUN-2014
1,641	Other	EBIT INFORMATION SYSTEMS			2,378.64	2,378.64	923900	16694	-Temporary IT Resource - Brad Davidson	FEB-2014
1,642	Other	EBIT INFORMATION SYSTEMS			5,285.28	5,285.28	923900	16761	-Temporary IT Resource - Brad Davidson	MAR-2014
1,643	Other	EBIT INFORMATION SYSTEMS			5,285.28	5,285.28	923900	16915	-Temporary IT Resource - Brad Davidson	APR-2014
1,644	Other	EBIT INFORMATION SYSTEMS			5,544.00	5,544.00	923900	17031	-Temporary IT Resource - Brad Davidson	MAY-2014
1,645	Other	EBIT INFORMATION SYSTEMS			5,544.00	5,544.00	923900	17138	-Temporary IT Resource - Brad Davidson	JUN-2014
1,646	Other	EBIT INFORMATION SYSTEMS			5,544.00	5,544.00	923900	17272	-Temporary IT Resource - Brad Davidson	JUL-2014
1,647	Other	EBIT INFORMATION SYSTEMS			68.88	68.88	923900	17392	-Mileage	AUG-2014
1,648	Other	EBIT INFORMATION SYSTEMS			5,676.00	5,676.00	923900	17392	-Temporary IT Resource - Brad Davidson	AUG-2014
1,649	Other	EBIT INFORMATION SYSTEMS			69.00	69.00	923900	17522	-Mileage	SEP-2014
1,650	Other	EBIT INFORMATION SYSTEMS			104.16	104.16	923900	17506	-Mileage	SEP-2014
1,651	Other	EBIT INFORMATION SYSTEMS			4,620.00	4,620.00	923900	17506	-Temporary IT Resource - Brad Davidson	SEP-2014
1,652	Other	EBIT INFORMATION SYSTEMS			5,483.52	5,483.52	923900	17522	-Temporary IT Resource - Josh Parker	SEP-2014
1,653	Other	EBIT INFORMATION SYSTEMS			6,021.12	6,021.12	923900	1752-0020-1014 Adjustment USD	SERVCO Manual Accrual	OCT-2014
1,654	Other	ECT SERVICES			287.92	287.92	923900	107985	-ECT SERVICES INC - INV #107885 PM SERVICES	DEC-2013
1,655	Other	ECT SERVICES			(423.69)	(423.69)	923900	108015CREDIT	Credit for duplicate payment received	JAN-2014
1,656	Other	ECT SERVICES			457.58	457.58	923900	108015	-ECT SERVICES - FCU 3, 4, 5 AND 6 WOULD'N'T ROTATE WHEN COMMANDED FROM THE GRAPHIC, NOR WOULD THEY ROTATE WHEN OTHERS FAILED. FIXED ISSUES AND TESTED MULTIPLE TIMES (REPLACED WATER VALVE ACTUATOR ON AHU 5	JAN-2014
1,657	Other	ECT SERVICES			1,044.38	1,044.38	923900	107822	-ECT SERVICES INC - INV #107822 TROUBLESHOOTING VAV W/HW ACTUATOR	JAN-2014
1,658	Other	EDISON ELECTRIC INSTITUTE			1,069.62	1,069.62	923900	30-JAN-2014 09:01 SERV	-EDISON ELECTRIC INST. #738512	JAN-2014
1,659	Other	EDISON ELECTRIC INSTITUTE			1,207.45	1,207.45	923900	30-JAN-2014 09:01 SERV	-EDISON ELECTRIC INST. #738512	JAN-2014
1,660	Other	EDISON ELECTRIC INSTITUTE			563.44	563.44	923900	27-MAR-2014 12:03 SERV	-EDISON ELECTRIC INST. #738512	MAR-2014
1,661	Other	EDISON ELECTRIC INSTITUTE			604.35	604.35	923900	29-JUL-2014 13:07 SERV	-EDISON ELECTRIC INST. #738512	JUL-2014
1,662	Other	EDISON ELECTRIC INSTITUTE			160.56	160.56	923900	29-OCT-2014 06:10 SERV	-EDISON ELECTRIC INST. #738512	OCT-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,663	Other	ELECTRIC TECHNOLOGIES INC			19.75	19.75	923100	30-DEC-2013 09:12 KUTL	-ELECTRIC TECHNOLOGIES INC #334833	DEC-2013
1,664	Other	EMC CORP			750.00	750.00	923900	5200519739	-invoice 5200519739 - Schedule A's dated 6/20/14, 7/25/14, 8/25/14	OCT-2014
1,665	Other	EMERSON NETWORK POWER LIEBERT SVCS INC			34,755.48	34,755.48	923900	C162300	-EMERSON NETWORK POWER - LIEBERT SERVICE INC - LIEBERT UPS, POWER, BATTERY SERVICE 2014 MAINTENANCE PROGRAM	DEC-2013
1,666	Other	ENCHOICE INC			12,012.00	12,012.00	923900	131327	FOR MAINTENANCE (LGE-KU TCC / DATA CTR)	DEC-2013
1,667	Other	ENCHOICE INC			12,000.00	12,000.00	923900	141218	-Contracting Software Support for Filenet Effective 1/1/2014 - 6/30/2014	JUL-2014
1,668	Other	ENVIRONMENTAL RESOURCES MANAGEMENT INC			139,959.28	139,959.28	923900	ERM120292	-Contracting Software Support for Filenet Effective 6/30/2014 - 12/31/2014	AUG-2014
1,669	Other	ENVIRONMENTAL RESOURCES MANAGEMENT INC			5,020.98	5,020.98	923900	121002A	-PROFESSIONAL SERVICES	SEP-2014
1,670	Other	ENVIRONMENTAL RESOURCES MANAGEMENT INC			6,165.69	6,165.69	923900	ERM120292A	-PROFESSIONAL SERVICES	SEP-2014
1,671	Other	ENVIRONMENTAL RESOURCES MANAGEMENT INC			109,386.66	109,386.66	923900	121002	-PROFESSIONAL SERVICES	SEP-2014
1,672	Other	ENVIRONMENTAL SUPPLY CO INC			17.80	17.80	923900	29628	-Calibration Service on Probe #0072	JUL-2014
1,673	Other	ENVIRONMENTAL SUPPLY CO INC			646.75	646.75	923900	29628	-Calibration Service on Probe #0072	JUL-2014
1,674	Other	ERGOGENESIS LLC			1,491.31	1,491.31	923100	30-DEC-2013 09:12 KUTL	-ERGOGENESIS LLC #334833	DEC-2013
1,675	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			29.42	29.42	923900	19354	-Pay ESA Invoice #19354 for background checks	SEP-2014
1,676	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			7.28	7.28	923900	29-OCT-2014 06:10 SERV	-EMPLOYMENT SCREENING A #419873	OCT-2014
1,677	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			25.76	25.76	923900	29-OCT-2014 06:10 SERV	-EMPLOYMENT SCREENING A #419873	OCT-2014
1,678	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			(32.17)	(32.17)	923900	29-OCT-2014 06:10 SERV	-EMPLOYMENT SCREENING A #704008	OCT-2014
1,679	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			36.18	36.18	923900	29-SEP-2014 11:09 SERV	-EMPLOYMENT SCREENING A #413536	OCT-2014
1,680	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			38.38	38.38	923900	29-OCT-2014 06:10 SERV	-EMPLOYMENT SCREENING A #624537	OCT-2014
1,681	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			51.72	51.72	923900	29-OCT-2014 06:10 SERV	-EMPLOYMENT SCREENING A #413536	OCT-2014
1,682	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			113.11	113.11	923900	29-OCT-2014 06:10 SERV	-EMPLOYMENT SCREENING A #704008	OCT-2014
1,683	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			236.41	236.41	923900	29-OCT-2014 06:10 SERV	-EMPLOYMENT SCREENING A #413536	OCT-2014
1,684	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			958.41	958.41	923900	29-SEP-2014 11:09 SERV	-EMPLOYMENT SCREENING A #413536	OCT-2014
1,685	Other	EVANS CONSTRUCTION CO INC			(6,221.77)	(6,221.77)	923900	Reverses "J703-0020-1013 Adjustment USD"	SERVCO Manual Accrual	NOV-2013
1,686	Other	EVANS CONSTRUCTION CO INC			74.74	74.74	923900	RMN31432	-EVANS - JANITORIAL SERVICES FOR PINEVILLE TELECOM FACILITY	NOV-2013
1,687	Other	EVANS CONSTRUCTION CO INC			74.74	74.74	923900	RMN31487	-EVANS - JANITORIAL SERVICES FOR PINEVILLE TELECOM FACILITY	NOV-2013
1,688	Other	EVANS CONSTRUCTION CO INC			74.74	74.74	923900	RMN31542	-EVANS - JANITORIAL SERVICES FOR PINEVILLE TELECOM FACILITY	NOV-2013
1,689	Other	EVANS CONSTRUCTION CO INC			134.67	134.67	923100	RMN31491	-EVANS-JANITORIAL SERVICES - SHELBYVILLE STOREROOM	NOV-2013
1,690	Other	EVANS CONSTRUCTION CO INC			134.67	134.67	923100	RMN31546	-EVANS-JANITORIAL SERVICES - SHELBYVILLE STOREROOM	NOV-2013
1,691	Other	EVANS CONSTRUCTION CO INC			(167.00)	(167.00)	923100	Reverses "J703-0020-1013 Adjustment USD"	SERVCO Manual Accrual	NOV-2013
1,692	Other	EVANS CONSTRUCTION CO INC			260.92	260.92	923100	RMN31436	-EVANS-JANITORIAL SERVICES - SHELBYVILLE STOREROOM	NOV-2013
1,693	Other	EVANS CONSTRUCTION CO INC			538.66	538.66	923100	RMN31546	-EVANS-JANITORIAL SERVICES - SHELBYVILLE STOREROOM	NOV-2013
1,694	Other	EVANS CONSTRUCTION CO INC			538.66	538.66	923100	RMN31491	-EVANS-JANITORIAL SERVICES - SHELBYVILLE STOREROOM	NOV-2013
1,695	Other	EVANS CONSTRUCTION CO INC			(667.00)	(667.00)	923100	Reverses "J703-0020-1013 Adjustment USD"	SERVCO Manual Accrual	NOV-2013
1,696	Other	EVANS CONSTRUCTION CO INC			750.40	750.40	923900	EVC31561	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	NOV-2013
1,697	Other	EVANS CONSTRUCTION CO INC			825.44	825.44	923900	EVC31561	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	NOV-2013
1,698	Other	EVANS CONSTRUCTION CO INC			1,043.70	1,043.70	923100	RMN31436	-EVANS-JANITORIAL SERVICES - SHELBYVILLE STOREROOM	NOV-2013
1,699	Other	EVANS CONSTRUCTION CO INC			(1,261.00)	(1,261.00)	923900	Reverses "J703-0020-1013 Adjustment USD"	SERVCO Manual Accrual	NOV-2013
1,700	Other	EVANS CONSTRUCTION CO INC			2,626.38	2,626.38	923900	EVC31561	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	NOV-2013
1,701	Other	EVANS CONSTRUCTION CO INC			39.90	39.90	923900	AME31785	-EVANS CONSTRUCTION - CAMPBELLSVILLE STOREROOM - LIGHT MAINTENANCE REPAIRS/DUTIES.	DEC-2013
1,702	Other	EVANS CONSTRUCTION CO INC			47.25	47.25	923900	AME31590	-EVANS CONSTRUCTION - CARROLLTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	DEC-2013
1,703	Other	EVANS CONSTRUCTION CO INC			83.72	83.72	923100	AME31625	-EVANS CONSTRUCTION - MT STERLING STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	DEC-2013
1,704	Other	EVANS CONSTRUCTION CO INC			105.04	105.04	923100	AME31592	-EVANS CONSTRUCTION - COEBURN BOND STATION - PORTABLE TOILET SERVICES. INVOICE #AME31592	DEC-2013
1,705	Other	EVANS CONSTRUCTION CO INC			105.04	105.04	923100	AME31789	-EVANS CONSTRUCTION - COEBURN BOND STATION - PORTABLE TOILET UNIT. INVOICE #AME31789	DEC-2013
1,706	Other	EVANS CONSTRUCTION CO INC			151.50	151.50	923100	AME31600	-EVANS CONSTRUCTION - EARLINGTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	DEC-2013
1,707	Other	EVANS CONSTRUCTION CO INC			369.55	369.55	923100	AME31631	-EVANS CONSTRUCTION - PENNINGTON GAP STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	DEC-2013
1,708	Other	EVANS CONSTRUCTION CO INC			389.55	389.55	923100	AME31597	-EVANS CONSTRUCTION - DAWSON SPRINGS STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	DEC-2013
1,709	Other	EVANS CONSTRUCTION CO INC			519.75	519.75	923100	AME31819	-EVANS CONSTRUCTION - SEBREE STRM - LIGHT MAINTENANCE REPAIRS/DUTIES. INVOICE #AME31819	DEC-2013
1,710	Other	EVANS CONSTRUCTION CO INC			548.92	548.92	923900	AME31598	-EVANS CONSTRUCTION - DIX DAM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME31598	DEC-2013
1,711	Other	EVANS CONSTRUCTION CO INC			578.51	578.51	923900	EVC31763	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	DEC-2013
1,712	Other	EVANS CONSTRUCTION CO INC			593.22	593.22	923900	AME31596	-EVANS CONSTRUCTION - DANVILLE TRAINING BLDG - LIGHT MAINTENANCE DUTIES/REPAIRS.	DEC-2013
1,713	Other	EVANS CONSTRUCTION CO INC			607.29	607.29	923900	AME31808	-EVANS CONSTRUCTION - MIDWAY - LIGHT MAINTENANCE REPAIRS/DUTIES. INVOICE #AME31808	DEC-2013
1,714	Other	EVANS CONSTRUCTION CO INC			609.00	609.00	923100	AME31814	-EVANS CONSTRUCTION - NORTON STRM - LIGHT MAINTENANCE REPAIRS/DUTIES. INVOICE #AME31814	DEC-2013
1,715	Other	EVANS CONSTRUCTION CO INC			627.78	627.78	923900	EVC31759	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	DEC-2013
1,716	Other	EVANS CONSTRUCTION CO INC			634.87	634.87	923100	AME31807	-EVANS CONSTRUCTION - MAYSVILLE STRM - LIGHT MAINTENANCE REPAIRS/DUTIES. INVOICE #AME31807	DEC-2013
1,717	Other	EVANS CONSTRUCTION CO INC			636.36	636.36	923900	EVC31763	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	DEC-2013
1,718	Other	EVANS CONSTRUCTION CO INC			690.55	690.55	923900	EVC31759	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	DEC-2013
1,719	Other	EVANS CONSTRUCTION CO INC			723.01	723.01	923900	AME31787	-EVANS CONSTRUCTION - CARROLLTON STRM - LIGHT MAINTENANCE REPAIRS/DUTIES. INVOICE #AME31787	DEC-2013
1,720	Other	EVANS CONSTRUCTION CO INC			833.10	833.10	923900	AME31589	-EVANS CONSTRUCTION - CAMPBELLSVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	DEC-2013
1,721	Other	EVANS CONSTRUCTION CO INC			883.74	883.74	923100	AME31795	-EVANS CONSTRUCTION - EDDYVILLE STRM - LIGHT MAINTENANCE REPAIRS/DUTIES. INVOICE #AME31795	DEC-2013
1,722	Other	EVANS CONSTRUCTION CO INC			1,140.40	1,140.40	923900	AME31792	-EVANS CONSTRUCTION - DIX DAM - LIGHT MAINTENANCE REPAIRS/DUTIES. INVOICE #AME31792	DEC-2013
1,723	Other	EVANS CONSTRUCTION CO INC			1,275.71	1,275.71	923900	AME31595	-EVANS CONSTRUCTION - DANVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	DEC-2013
1,724	Other	EVANS CONSTRUCTION CO INC			1,422.75	1,422.75	923100	AME31628	-EVANS CONSTRUCTION - NORTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	DEC-2013
1,725	Other	EVANS CONSTRUCTION CO INC			1,548.65	1,548.65	923900	AME31621	-EVANS CONSTRUCTION - MIDWAY SVC CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME31621	DEC-2013
1,726	Other	EVANS CONSTRUCTION CO INC			1,660.31	1,660.31	923900	AME31612	-EVANS CONSTRUCTION - LEXINGTON OP CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS.	DEC-2013
1,727	Other	EVANS CONSTRUCTION CO INC			2,024.80	2,024.80	923900	EVC31763	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	DEC-2013
1,728	Other	EVANS CONSTRUCTION CO INC			2,197.20	2,197.20	923900	EVC31759	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	DEC-2013
1,729	Other	EVANS CONSTRUCTION CO INC			2,336.81	2,336.81	923900	AME31801	-EVANS CONSTRUCTION - LEXINGTON OP CENTER - LIGHT MAINTENANCE REPAIRS/DUTIES.	DEC-2013
1,730	Other	EVANS CONSTRUCTION CO INC			2,706.59	2,706.59	923100	AME31610	-EVANS CONSTRUCTION - HARLAN STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME31610	DEC-2013
1,731	Other	EVANS CONSTRUCTION CO INC			6,029.97	6,029.97	923100	AME31830	-EVANS CONSTRUCTION - LGE CENTER - LIGHT MAINTENANCE REPAIRS/DUTIES. INVOICE #AME31830	DEC-2013
1,732	Other	EVANS CONSTRUCTION CO INC			6,375.08	6,375.08	923100	AME31747	-EVANS CONSTRUCTION - LGE CENTER - LIGHT MAINTENANCE REPAIRS/DUTIES. INVOICE #AME31747	DEC-2013
1,733	Other	EVANS CONSTRUCTION CO INC			7,011.46	7,011.46	923100	AME31834	-EVANS CONSTRUCTION - TRAVELING TECHS - LIGHT MAINTENANCE REPAIRS/DUTIES. INVOICE #AME31834	DEC-2013
1,734	Other	EVANS CONSTRUCTION CO INC			7,011.46	7,011.46	923100	AME31834	-EVANS CONSTRUCTION - TRAVELING TECHS - LIGHT MAINTENANCE REPAIRS/DUTIES. INVOICE #AME31834	DEC-2013

KENTUCKY UTILITIES COMPANY

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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,735	Other	EVANS CONSTRUCTION CO INC			7,814.21	7,814.21	923100	AME31383	-EVANS CONSTRUCTION - LGE CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME31383	DEC-2013
1,736	Other	EVANS CONSTRUCTION CO INC			105.04	105.04	923100	AME31993	-EVANS CONSTRUCTION - COEBURN BOND STATION - PORTABLE TOILET SERVICES. INVOICE #AME31993	JAN-2014
1,737	Other	EVANS CONSTRUCTION CO INC			220.50	220.50	923100	AME32056	-EVANS CONSTRUCTION - SEBREE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32056	JAN-2014
1,738	Other	EVANS CONSTRUCTION CO INC			338.68	338.68	923100	AME32033	-EVANS CONSTRUCTION - MAYSVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32033	JAN-2014
1,739	Other	EVANS CONSTRUCTION CO INC			355.49	355.49	923100	AME32043	-EVANS CONSTRUCTION - MT STERLING STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JAN-2014
1,740	Other	EVANS CONSTRUCTION CO INC			357.88	357.88	923900	AME31992	-EVANS CONSTRUCTION - CARROLLTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JAN-2014
1,741	Other	EVANS CONSTRUCTION CO INC			376.65	376.65	923100	AME32045	-EVANS CONSTRUCTION - NORTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32045	JAN-2014
1,742	Other	EVANS CONSTRUCTION CO INC			400.05	400.05	923100	AME31988	-EVANS CONSTRUCTION - BARLOW STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME31988	JAN-2014
1,743	Other	EVANS CONSTRUCTION CO INC			444.72	444.72	923100	AME31997	-EVANS CONSTRUCTION - DAWSON SPRINGS STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JAN-2014
1,744	Other	EVANS CONSTRUCTION CO INC			517.50	517.50	923900	AME31991	-EVANS CONSTRUCTION - CAMPBELLVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JAN-2014
1,745	Other	EVANS CONSTRUCTION CO INC			601.35	601.35	923100	AME32050	-EVANS CONSTRUCTION - PENNINGTON GAP STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JAN-2014
1,746	Other	EVANS CONSTRUCTION CO INC			708.34	708.34	923900	AME31995	-EVANS CONSTRUCTION - DANVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME31995	JAN-2014
1,747	Other	EVANS CONSTRUCTION CO INC			727.54	727.54	923100	AME32002	-EVANS CONSTRUCTION - EDDYVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32002	JAN-2014
1,748	Other	EVANS CONSTRUCTION CO INC			762.00	762.00	923100	AME32040	-EVANS CONSTRUCTION - MORGANFIELD OFFICE - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32040	JAN-2014
1,749	Other	EVANS CONSTRUCTION CO INC			1,062.51	1,062.51	923900	AME32037	-EVANS CONSTRUCTION - MIDWAY SERVICE CTR - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32037	JAN-2014
1,750	Other	EVANS CONSTRUCTION CO INC			1,226.98	1,226.98	923100	AME32007	-EVANS CONSTRUCTION - GREENVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JAN-2014
1,751	Other	EVANS CONSTRUCTION CO INC			1,340.80	1,340.80	923100	AME31999	-EVANS CONSTRUCTION - EARLINGTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JAN-2014
1,752	Other	EVANS CONSTRUCTION CO INC			2,295.44	2,295.44	923900	AME32011	-EVANS CONSTRUCTION - LEXINGTON OP CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32011	JAN-2014
1,753	Other	EVANS CONSTRUCTION CO INC			5,560.21	5,560.21	923100	AME31913	-EVANS CONSTRUCTION - MORGANFIELD MOWING/LANDSCAPING/SEEDING. INVOICE #AME31913	JAN-2014
1,754	Other	EVANS CONSTRUCTION CO INC			160.39	160.39	923100	32225	-EVANS CONSTRUCTION - EDDYVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	FEB-2014
1,755	Other	EVANS CONSTRUCTION CO INC			441.00	441.00	923100	32231	-EVANS CONSTRUCTION - HARLAN STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32231	FEB-2014
1,756	Other	EVANS CONSTRUCTION CO INC			524.68	524.68	923900	32220	-EVANS CONSTRUCTION - DANVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	FEB-2014
1,757	Other	EVANS CONSTRUCTION CO INC			773.64	773.64	923900	32218	-EVANS CONSTRUCTION - DANVILLE TRAINING BLDG - LIGHT MAINTENANCE DUTIES/REPAIRS.	FEB-2014
1,758	Other	EVANS CONSTRUCTION CO INC			810.45	810.45	923900	32221	-EVANS CONSTRUCTION - DIX DAM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32221	FEB-2014
1,759	Other	EVANS CONSTRUCTION CO INC			918.75	918.75	923100	AME32272	-EVANS CONSTRUCTION - MAYSVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	FEB-2014
1,760	Other	EVANS CONSTRUCTION CO INC			1,199.15	1,199.15	923900	32213	-EVANS CONSTRUCTION - CAMPBELLVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	FEB-2014
1,761	Other	EVANS CONSTRUCTION CO INC			9,615.36	9,615.36	923900	32266	-EVANS CONSTRUCTION - LEXINGTON OP CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS.	FEB-2014
1,762	Other	EVANS CONSTRUCTION CO INC			47.25	47.25	923900	32214	-EVANS CONSTRUCTION - CARROLLTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAR-2014
1,763	Other	EVANS CONSTRUCTION CO INC			51.84	51.84	923100	32277	-EVANS CONSTRUCTION - MT STERLING STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAR-2014
1,764	Other	EVANS CONSTRUCTION CO INC			57.75	57.75	923100	32284	-EVANS CONSTRUCTION - PENNINGTON GAP STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAR-2014
1,765	Other	EVANS CONSTRUCTION CO INC			84.00	84.00	923100	32230	-EVANS CONSTRUCTION - GREENVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAR-2014
1,766	Other	EVANS CONSTRUCTION CO INC			105.04	105.04	923100	32216	-EVANS CONSTRUCTION - COEBURN BOND STATION - PORTABLE TOILET SERVICES. INVOICE #AME32216	MAR-2014
1,767	Other	EVANS CONSTRUCTION CO INC			418.86	418.86	923100	32275	-EVANS CONSTRUCTION - AOC - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32275	MAR-2014
1,768	Other	EVANS CONSTRUCTION CO INC			630.00	630.00	923100	AME32280	-EVANS CONSTRUCTION - NORTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32280	MAR-2014
1,769	Other	EVANS CONSTRUCTION CO INC			1,159.94	1,159.94	923100	AME32570	-EVANS CONSTRUCTION - MAYSVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAR-2014
1,770	Other	EVANS CONSTRUCTION CO INC			1,491.00	1,491.00	923100	AME32576	-EVANS CONSTRUCTION - MORGANFIELD OFFICE - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32576	MAR-2014
1,771	Other	EVANS CONSTRUCTION CO INC			4,367.44	4,367.44	923100	AME32573	-EVANS CONSTRUCTION - MIDDLESBORO STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAR-2014
1,772	Other	EVANS CONSTRUCTION CO INC			4,522.28	4,522.28	923900	AME32273	-EVANS CONSTRUCTION - MIDWAY SVC CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32273	MAR-2014
1,773	Other	EVANS CONSTRUCTION CO INC			5,942.48	5,942.48	923900	AME32565	-EVANS CONSTRUCTION - LEXINGTON OP CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAR-2014
1,774	Other	EVANS CONSTRUCTION CO INC			30.45	30.45	923900	AME32547	-EVANS CONSTRUCTION - CAMPBELLVILLE STOREROOM OFFICE - LIGHT MAINTENANCE DUTIES/REPAIRS.	APR-2014
1,775	Other	EVANS CONSTRUCTION CO INC			62.21	62.21	923900	RMN32773	-Evans Construction - Inv #RMN-32773 for extra work done o/s janitorial scope of work at Simpsonville	APR-2014
1,776	Other	EVANS CONSTRUCTION CO INC			70.48	70.48	923100	AME32544	-EVANS CONSTRUCTION - BARLOW STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32544	APR-2014
1,777	Other	EVANS CONSTRUCTION CO INC			81.39	81.39	923100	AME32789	-EVANS CONSTRUCTION - BARLOW STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32789.	APR-2014
1,778	Other	EVANS CONSTRUCTION CO INC			105.04	105.04	923100	AME32793	-EVANS CONSTRUCTION - COEBURN BOND STATION - LIGHT MAINTENANCE DUTIES/REPAIRS.	APR-2014
1,779	Other	EVANS CONSTRUCTION CO INC			105.04	105.04	923100	AME32550	-EVANS CONSTRUCTION - COEBURN BOND STATION - PORTABLE TOILET SERVICES. INVOICE #AME32550	APR-2014
1,780	Other	EVANS CONSTRUCTION CO INC			162.90	162.90	923100	AME32801	-EVANS CONSTRUCTION - EDDYVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	APR-2014
1,781	Other	EVANS CONSTRUCTION CO INC			176.40	176.40	923900	AME32791	-EVANS CONSTRUCTION - CAMPBELLVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	APR-2014
1,782	Other	EVANS CONSTRUCTION CO INC			209.45	209.45	923100	AME32583	-EVANS CONSTRUCTION - PENNINGTON GAP STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	APR-2014
1,783	Other	EVANS CONSTRUCTION CO INC			244.41	244.41	923100	AME32795	-EVANS CONSTRUCTION - DAWSON SPRINGS STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	APR-2014
1,784	Other	EVANS CONSTRUCTION CO INC			384.07	384.07	923900	AME32552	-EVANS CONSTRUCTION - DIX DAM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32552	APR-2014
1,785	Other	EVANS CONSTRUCTION CO INC			510.72	510.72	923100	AME32819	-EVANS CONSTRUCTION - MORGANFIELD OFFICE - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32819	APR-2014
1,786	Other	EVANS CONSTRUCTION CO INC			526.68	526.68	923100	AME32563	-EVANS CONSTRUCTION - HARLAN STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32563	APR-2014
1,787	Other	EVANS CONSTRUCTION CO INC			527.59	527.59	923900	AME32796	-EVANS CONSTRUCTION - DIX DAM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32796	APR-2014
1,788	Other	EVANS CONSTRUCTION CO INC			528.93	528.93	923100	AME32806	-EVANS CONSTRUCTION - GREENVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	APR-2014
1,789	Other	EVANS CONSTRUCTION CO INC			698.25	698.25	923100	AME32823	-EVANS CONSTRUCTION - NORTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32823	APR-2014
1,790	Other	EVANS CONSTRUCTION CO INC			800.36	800.36	923900	AME32548	-EVANS CONSTRUCTION - CARROLLTON STOREROOM OFFICE - LIGHT MAINTENANCE DUTIES/REPAIRS.	APR-2014
1,791	Other	EVANS CONSTRUCTION CO INC			929.87	929.87	923100	AME32798	-EVANS CONSTRUCTION - EARLINGTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	APR-2014
1,792	Other	EVANS CONSTRUCTION CO INC			1,266.02	1,266.02	923900	AME32816	-EVANS CONSTRUCTION - MIDWAY SVC CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32816	APR-2014
1,793	Other	EVANS CONSTRUCTION CO INC			4,285.12	4,285.12	923900	AME32809	-EVANS CONSTRUCTION - LEXINGTON OP CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS.	APR-2014
1,794	Other	EVANS CONSTRUCTION CO INC			47.25	47.25	923900	AME33128	-EVANS CONSTRUCTION - CARROLLTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAY-2014
1,795	Other	EVANS CONSTRUCTION CO INC			51.37	51.37	923900	AME33147	-EVANS CONSTRUCTION - LEXINGTON OP CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAY-2014
1,796	Other	EVANS CONSTRUCTION CO INC			57.75	57.75	923100	AME33166	-EVANS CONSTRUCTION - PENNINGTON GAP STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAY-2014
1,797	Other	EVANS CONSTRUCTION CO INC			102.74	102.74	923100	AME33160	-EVANS CONSTRUCTION - MT STERLING STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAY-2014
1,798	Other	EVANS CONSTRUCTION CO INC			105.04	105.04	923100	AME33130	-EVANS CONSTRUCTION - COEBURN BOND STATION - PORTABLE TOILET SERVICES. INVOICE #AME33130	MAY-2014
1,799	Other	EVANS CONSTRUCTION CO INC			117.60	117.60	923100	AME33157	-EVANS CONSTRUCTION - MORGANFIELD OFFICE - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33157	MAY-2014
1,800	Other	EVANS CONSTRUCTION CO INC			357.87	357.87	923900	AME33134	-EVANS CONSTRUCTION - DANVILLE TRAINING BLDG - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAY-2014
1,801	Other	EVANS CONSTRUCTION CO INC			363.25	363.25	923900	AME33155	-EVANS CONSTRUCTION - MIDWAY SVC CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33155	MAY-2014
1,802	Other	EVANS CONSTRUCTION CO INC			739.06	739.06	923900	AME33127	-EVANS CONSTRUCTION - CAMPBELLVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAY-2014
1,803	Other	EVANS CONSTRUCTION CO INC			968.51	968.51	923900	AME33135	-EVANS CONSTRUCTION - DIX DAM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33135	MAY-2014
1,804	Other	EVANS CONSTRUCTION CO INC			1,123.50	1,123.50	923100	AME32580	-EVANS CONSTRUCTION - NORTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32580	MAY-2014
1,805	Other	EVANS CONSTRUCTION CO INC			1,124.99	1,124.99	923900	AME33132	-EVANS CONSTRUCTION - DANVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAY-2014
1,806	Other	EVANS CONSTRUCTION CO INC			1,391.25	1,391.25	923100	AME33162	-EVANS CONSTRUCTION - NORTON STOREROOM STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	MAY-2014
1,807	Other	EVANS CONSTRUCTION CO INC			1,393.50	1,393.50	923100	AME33145	-EVANS CONSTRUCTION - HARLAN STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33145	MAY-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,808	Other	EVANS CONSTRUCTION CO INC			1,610.25	1,610.25	923100	AME33150	-EVANS CONSTRUCTION - LONDON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33150	MAY-2014
1,809	Other	EVANS CONSTRUCTION CO INC			79.80	79.80	923900	AME33388	-EVANS CONSTRUCTION - CAMPBELLSVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JUN-2014
1,810	Other	EVANS CONSTRUCTION CO INC			91.88	91.88	923900	AME33393	-EVANS CONSTRUCTION - DIX DAM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33393	JUN-2014
1,811	Other	EVANS CONSTRUCTION CO INC			105.04	105.04	923100	AME33390	-EVANS CONSTRUCTION - COEBURN BOND STATION - PORTABLE TOILET SERVICES. INVOICE #AME33390	JUN-2014
1,812	Other	EVANS CONSTRUCTION CO INC			149.43	149.43	923100	AME33409	-EVANS CONSTRUCTION - MAYSVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JUN-2014
1,813	Other	EVANS CONSTRUCTION CO INC			200.00	200.00	923100	AME33402	-EVANS CONSTRUCTION - HARLAN STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33402	JUN-2014
1,814	Other	EVANS CONSTRUCTION CO INC			220.50	220.50	923100	AME33412	-EVANS CONSTRUCTION - MORGANFIELD OFFICE - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33412	JUN-2014
1,815	Other	EVANS CONSTRUCTION CO INC			630.00	630.00	923100	AME33416	-EVANS CONSTRUCTION - NORTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33416	JUN-2014
1,816	Other	EVANS CONSTRUCTION CO INC			682.50	682.50	923100	AME33136	-EVANS CONSTRUCTION - EARLINGTON STOREROOM - CRICK TRENCHING. INVOICE #AME33136	JUN-2014
1,817	Other	EVANS CONSTRUCTION CO INC			707.29	707.29	923900	AME33389	-EVANS CONSTRUCTION - CARROLLTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JUN-2014
1,818	Other	EVANS CONSTRUCTION CO INC			1,913.64	1,913.64	923900	AME33403	-EVANS CONSTRUCTION - LEXINGTON OP CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33403	JUN-2014
1,819	Other	EVANS CONSTRUCTION CO INC			39.90	39.90	923900	AME33640	-EVANS CONSTRUCTION - CAMPBELLSVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JUL-2014
1,820	Other	EVANS CONSTRUCTION CO INC			96.91	96.91	923100	AME33638	-EVANS CONSTRUCTION - BARLOW STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33638	JUL-2014
1,821	Other	EVANS CONSTRUCTION CO INC			105.04	105.04	923100	AME33641	-EVANS CONSTRUCTION - COEBURN BOND STATIONS - PORTABLE TOILET SERVICES. INVOICE #AME33641	JUL-2014
1,822	Other	EVANS CONSTRUCTION CO INC			168.05	168.05	923100	AME33645	-EVANS CONSTRUCTION - DAWSON SPRINGS STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JUL-2014
1,823	Other	EVANS CONSTRUCTION CO INC			200.00	200.00	923100	AME33659	-EVANS CONSTRUCTION - HARLAN STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33659	JUL-2014
1,824	Other	EVANS CONSTRUCTION CO INC			420.00	420.00	923100	AME33673	-EVANS CONSTRUCTION - NORTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33673	JUL-2014
1,825	Other	EVANS CONSTRUCTION CO INC			479.14	479.14	923900	AME33667	-EVANS CONSTRUCTION - MIDWAY - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33667	JUL-2014
1,826	Other	EVANS CONSTRUCTION CO INC			630.48	630.48	923100	AME33647	-EVANS CONSTRUCTION - EARLINGTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JUL-2014
1,827	Other	EVANS CONSTRUCTION CO INC			646.67	646.67	923100	AME33666	-EVANS CONSTRUCTION - MAYSVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JUL-2014
1,828	Other	EVANS CONSTRUCTION CO INC			653.51	653.51	923100	AME33670	-EVANS CONSTRUCTION - MORGANFIELD OFFICE - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33670	JUL-2014
1,829	Other	EVANS CONSTRUCTION CO INC			711.22	711.22	923100	AME33650	-EVANS CONSTRUCTION - EDDYVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JUL-2014
1,830	Other	EVANS CONSTRUCTION CO INC			1,033.12	1,033.12	923100	AME33658	-EVANS CONSTRUCTION - GREENVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	JUL-2014
1,831	Other	EVANS CONSTRUCTION CO INC			1,506.75	1,506.75	923900	AME33410	-EVANS CONSTRUCTION - MIDWAY SVC CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33410	JUL-2014
1,832	Other	EVANS CONSTRUCTION CO INC			2,145.82	2,145.82	923900	AME33660	-EVANS CONSTRUCTION - LEXINGTON OP CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS.	JUL-2014
1,833	Other	EVANS CONSTRUCTION CO INC			(0.52)	(0.52)	923100	AME33963	-EVANS CONSTRUCTION - MT STERLING STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	AUG-2014
1,834	Other	EVANS CONSTRUCTION CO INC			(10.81)	(10.81)	923100	AME33946	-EVANS CONSTRUCTION - HARLAN STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33946	AUG-2014
1,835	Other	EVANS CONSTRUCTION CO INC			51.83	51.83	923100	AME33963	-EVANS CONSTRUCTION - MT STERLING STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	AUG-2014
1,836	Other	EVANS CONSTRUCTION CO INC			108.69	108.69	923900	AME34002	-To pay invoice 34002 to wrap duct work in telecom building	AUG-2014
1,837	Other	EVANS CONSTRUCTION CO INC			141.75	141.75	923100	AME33969	-EVANS CONSTRUCTION - PENNINGTON GAP STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	AUG-2014
1,838	Other	EVANS CONSTRUCTION CO INC			210.08	210.08	923100	AME33927	-EVANS CONSTRUCTION - COEBURN BOND STATION - PORTABLE TOILET SERVICES. INVOICE #AME33927	AUG-2014
1,839	Other	EVANS CONSTRUCTION CO INC			540.58	540.58	923900	AME33925	-EVANS CONSTRUCTION - CARROLLTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	AUG-2014
1,840	Other	EVANS CONSTRUCTION CO INC			614.99	614.99	923100	AME33931	-EVANS CONSTRUCTION - DANVILLE TRAINING BLDG - LIGHT MAINTENANCE DUTIES/REPAIRS.	AUG-2014
1,841	Other	EVANS CONSTRUCTION CO INC			672.05	672.05	923900	AME33929	-EVANS CONSTRUCTION - DANVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	AUG-2014
1,842	Other	EVANS CONSTRUCTION CO INC			972.86	972.86	923100	AME33966	-EVANS CONSTRUCTION - NORTON STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33966	AUG-2014
1,843	Other	EVANS CONSTRUCTION CO INC			1,029.87	1,029.87	923900	AME33924	-EVANS CONSTRUCTION - CAMPBELLSVILLE STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS.	AUG-2014
1,844	Other	EVANS CONSTRUCTION CO INC			1,080.85	1,080.85	923100	AME33946	-EVANS CONSTRUCTION - HARLAN STOREROOM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33946	AUG-2014
1,845	Other	EVANS CONSTRUCTION CO INC			2,205.00	2,205.00	923900	AME33957	-EVANS CONSTRUCTION - MIDWAY SVC CTR - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33957	AUG-2014
1,846	Other	EVANS CONSTRUCTION CO INC			2,851.25	2,851.25	923900	AME33948	-EVANS CONSTRUCTION - LEXINGTON OP CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS.	AUG-2014
1,847	Other	EVANS CONSTRUCTION CO INC			6,076.30	6,076.30	923100	AME33960	-EVANS CONSTRUCTION - MORGANFIELD - LIGHT MAINTENANCE DUTIES/LAWN CARE. INVOICE #AME33960	AUG-2014
1,848	Other	EVANS CONSTRUCTION CO INC			39.90	39.90	923900	AME34221	-EVANS CONSTRUCTION - CAMPBELLSVILLE STORES - LIGHT MAINTENANCE DUTIES/REPAIRS.	SEP-2014
1,849	Other	EVANS CONSTRUCTION CO INC			105.00	105.00	923100	AME34237	-EVANS CONSTRUCTION - GREENVILLE STORES - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME34237	SEP-2014
1,850	Other	EVANS CONSTRUCTION CO INC			105.04	105.04	923100	AME34223	-EVANS CONSTRUCTION - COEBURN BOND STATION - LIGHT MAINTENANCE DUTIES/REPAIRS.	SEP-2014
1,851	Other	EVANS CONSTRUCTION CO INC			162.71	162.71	923900	AME34240	-EVANS CONSTRUCTION - LEXINGTON OPS CTR - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME34240	SEP-2014
1,852	Other	EVANS CONSTRUCTION CO INC			210.81	210.81	923100	AME34238	-EVANS CONSTRUCTION - HARLAN STORES - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME34238	SEP-2014
1,853	Other	EVANS CONSTRUCTION CO INC			220.70	220.70	923900	AME34229	-Evans Construction - Inv #34229 for Crick trenching	SEP-2014
1,854	Other	EVANS CONSTRUCTION CO INC			391.03	391.03	923100	AME34246	-EVANS CONSTRUCTION - MAYSVILLE STORES - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME34246	SEP-2014
1,855	Other	EVANS CONSTRUCTION CO INC			451.22	451.22	923900	AME34225	-EVANS CONSTRUCTION - DANVILLE STORES - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME34225	SEP-2014
1,856	Other	EVANS CONSTRUCTION CO INC			673.37	673.37	923900	AME34249	-EVANS CONSTRUCTION - MIDWAY SERVICE CTR - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME34249	SEP-2014
1,857	Other	EVANS CONSTRUCTION CO INC			1,345.57	1,345.57	923900	AME34222	-EVANS CONSTRUCTION - CARROLLTON STORES - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME34222	SEP-2014
1,858	Other	EVANS CONSTRUCTION CO INC			1,529.85	1,529.85	923100	AME34256	-EVANS CONSTRUCTION - NORTON STORES - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME34256	SEP-2014
1,859	Other	EVANS CONSTRUCTION CO INC			1,661.62	1,661.62	923100	AME34252	-EVANS CONSTRUCTION - MORGANFIELD BUSINESS OFFICE - LIGHT MAINTENANCE DUTIES/REPAIRS.	SEP-2014
1,860	Other	EVANS CONSTRUCTION CO INC			1,307.00	1,307.00	923100	J703-0020-1014	Adjustment USD	OCT-2014
1,861	Other	EVOLUTION DOCUMENT MGMT INC			(111.59)	(111.59)	923900	1023	SERVCO Manual Accrual	NOV-2013
1,862	Other	EVOLUTION DOCUMENT MGMT INC			5,579.62	5,579.62	923900	1023	-Contracting Services for Ross Lister 10/1/13 - 10/31/13 (107 hrs)	NOV-2013
1,863	Other	EVOLUTION DOCUMENT MGMT INC			5,280.00	5,280.00	923900	1053	-Contracting Services for Ross Lister 10/1/13 - 10/31/13 (107 hrs)	NOV-2013
1,864	Other	EVOLUTION DOCUMENT MGMT INC			5,760.00	5,760.00	923900	1056	-Ross Lister	JUL-2014
1,865	Other	EVOLUTION DOCUMENT MGMT INC			4,170.00	4,170.00	923900	1059	-Ross Lister	AUG-2014
1,866	Other	EVOLUTION DOCUMENT MGMT INC			5,250.00	5,250.00	923900	J752-0020-1014	Adjustment USD	SEP-2014
1,867	Other	EVOLUTION DOCUMENT MGMT INC			5,520.00	5,520.00	923900	J752-0020-1014	Adjustment USD	SEP-2014
1,868	Other	EVOLUTION DOCUMENT MGMT INC			5,535.00	5,535.00	923900	1061	SERVCO Manual Accrual	OCT-2014
1,869	Other	EVOLUTION DOCUMENT MGMT INC			5,640.00	5,640.00	923900	1061	-Ross Lister	OCT-2014
1,870	Other	EWS CG			18.42	18.42	923900	15620	-Mitchell Clay	OCT-2014
1,871	Other	EWS CG			34.33	34.33	923900	86057	-Battery Recycling Contract 85023 - Invoice dated 1-17-14 - Lot 15620	MAY-2014
1,872	Other	EWS CG			89.47	89.47	923900	16031	-Battery Recycling Contract # 85023	JUN-2014
1,873	Other	EWS CG			134.92	134.92	923900	16033	-Battery Recycling Contract # 85023	JUN-2014
1,874	Other	EWS CG			5.25	5.25	923900	16047	-Misc Removable Media	JUL-2014
1,875	Other	EWS CG			13.50	13.50	923900	16079	-Services - Hard Drive Destroy	JUL-2014
1,876	Other	EWS CG			31.50	31.50	923900	16018	-Services - Hard Drive Destroy	JUL-2014
1,877	Other	EWS CG			197.50	197.50	923900	16047	-Services - Hard Drives with Rails Destroy (Qty 79)	JUL-2014
1,878	Other	EWS CG			115.20	115.20	923900	16304	-Battery Recycling Contract # 85023	AUG-2014
1,879	Other	EWS CG			162.98	162.98	923900	16256	-Battery Recycling Contract # 85023	AUG-2014
1,880	Other	EWS CG			170.93	170.93	923900	16297	-Battery Recycling Contract # 85023	AUG-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,881	Other	EWS CG			193.50	193.50	923900	16188	-Services - Hard Drive Destroy	AUG-2014
1,882	Other	EWS CG			198.75	198.75	923900	16298	-Battery Recycling Contract # 85023	AUG-2014
1,883	Other	EWS CG			10.50	10.50	923900	16365	-Services - Hard Drive Destroy	OCT-2014
1,884	Other	EWS CG			31.46	31.46	923900	16374	-EWaste Systems - Battery Recycling Contract # 85023	OCT-2014
1,885	Other	EWS CG			35.71	35.71	923900	60163	-EWaste Systems - Battery Recycling Contract # 85023	OCT-2014
1,886	Other	EWS CG			64.50	64.50	923900	16348	-Services - Hard Drive Destroy	OCT-2014
1,887	Other	FALLS CITY FENCE COMPANY			260.00	260.00	923900	14009B	-INV 14009b	JAN-2014
1,888	Other	FALLS CITY FENCE COMPANY			464.00	464.00	923900	14062B	-INV 14062B	MAR-2014
1,889	Other	FALLS CITY FENCE COMPANY			645.00	645.00	923900	14072B	-INV 14072B	MAR-2014
1,890	Other	FALLS CITY FENCE COMPANY			800.00	800.00	923100	12747H	-FALLS CITY FENCE - EDDYVILLE (INV 12747H) LABOR REQUIRED TO SET GATE POSTS	MAR-2014
1,891	Other	FALLS CITY FENCE COMPANY			880.00	880.00	923900	14138B	-Pay Falls City Fence Company Invoice #14138B for Gate Operator repairs at Pineville	APR-2014
1,892	Other	FALLS CITY FENCE COMPANY			1,299.00	1,299.00	923900	14138B	-Pay Falls City Fence Company Invoice #14138B for Gate Operator repairs at Pineville	APR-2014
1,893	Other	FALLS CITY FENCE COMPANY			140.00	140.00	923900	144688	-Pay Falls City Fence Company Invoice #14477B for gate repairs at Simpsonville and Invoice #144688 f	OCT-2014
1,894	Other	FALLS CITY FENCE COMPANY			250.00	250.00	923100	14410H	-Falls City Fence - Inv #14410H Emergency OT Fence Repair at Earlington site	OCT-2014
1,895	Other	FALLS CITY FENCE COMPANY			270.00	270.00	923900	144688	-Pay Falls City Fence Company Invoice #14477B for gate repairs at Simpsonville and Invoice #144688 f	OCT-2014
1,896	Other	FALLS CITY FENCE COMPANY			630.00	630.00	923100	14410H	-Falls City Fence - Inv #14410H Emergency OT Fence Repair at Earlington site	OCT-2014
1,897	Other	FIREKING SECURITY PRODUCT			164.64	164.64	923900	29-OCT-2014 06:10 SERV	-FIREKING SECURITY PRODUCT #474172	OCT-2014
1,898	Other	FIREKING SECURITY PRODUCT			164.64	164.64	923900	29-SEP-2014 11:09 SERV	-FIREKING SECURITY PRODUCT #474172	OCT-2014
1,899	Other	FIRST-LINE FIRE EXTGS CO			184.49	184.49	923100	30-DEC-2013 09:12 KUTL	-FIRST-LINE FIRE EXTGS CO #334833	DEC-2013
1,900	Other	FIRST-LINE FIRE EXTGS CO			195.09	195.09	923100	30-DEC-2013 09:12 KUTL	-FIRST-LINE FIRE EXTGS CO #334833	DEC-2013
1,901	Other	FIRST-LINE FIRE EXTGS CO			464.25	464.25	923100	30-DEC-2013 09:12 KUTL	-FIRST-LINE FIRE EXTGS CO #334833	DEC-2013
1,902	Other	FISHEL CO			12.51	12.51	923900	1114004511	-Splicing Trailer to troubleshoot fiber in downtown Louisville per invoice 1114-00451.1 dated 2/18/2014	APR-2014
1,903	Other	FISHEL CO			152.03	152.03	923900	1114004511	-Splicing labor to troubleshoot fiber in downtown Louisville per invoice 1114-00451.1 dated 2/18/2014	APR-2014
1,904	Other	FISHEL CO			290.99	290.99	923900	1114004511	-Labor to troubleshoot fiber in downtown Louisville per invoice 1114-00451.1 dated 2/18/2014	APR-2014
1,905	Other	FISHEL CO			407.39	407.39	923900	111401062	-Miscellaneous pole transfers per invoice 1114-01062 dated 4/30/2014	APR-2014
1,906	Other	FISHEL CO			116.28	116.28	923900	111401954	-Labor to perform cable transfer to new pole on Romania Drive per invoice 1114-01954 dated 5/23/2014	MAY-2014
1,907	Other	FISHEL CO			116.28	116.28	923900	111402669	-Labor to re-lash cable on Highway 146 per invoice 1114-02669 dated 07/14/2014	JUL-2014
1,908	Other	FISHEL CO			130.81	130.81	923900	111402583	-Labor to repair damaged cable at 3rd & Bruce Ave. per invoice 1114-02583 dated 6/30/2014	JUL-2014
1,909	Other	FISHEL CO			232.56	232.56	923900	111402666	-Labor to transfer cable on Romania Drive per invoice 1114-02666 dated 07/14/2014	JUL-2014
1,910	Other	FISHEL CO			348.84	348.84	923900	111402550	-Labor to repair damaged cable on US42 per invoice 1114-02550 dated 6/30/2014	JUL-2014
1,911	Other	FISHEL CO			58.14	58.14	923900	111402847	-Labor to transfer supervisory cable at 11500 LaGrange Road per invoice 1114-02847 dated 07/24/2014	AUG-2014
1,912	Other	FISHEL CO			(130.82)	(130.82)	923900	111402583	-COD GMT	AUG-2014
1,913	Other	FITBIT, INC			3,028.03	3,028.03	923900	27-MAR-2014 12:03 SERV	-FITBIT, INC. #419006	MAR-2014
1,914	Other	FOODSYSTEMS INC			(3,750.79)	(3,750.79)	923100	27-JUN-2013 10:06 SERV	-AVI FOODSYSTEMS IN Q51 #436158	MAR-2014
1,915	Other	FOODSYSTEMS INC			(4,044.39)	(4,044.39)	923100	29-APR-2013 09:04 SERV	-AVI FOODSYSTEMS IN Q51 #436158	MAR-2014
1,916	Other	FOODSYSTEMS INC			(5,321.48)	(5,321.48)	923100	29-APR-2013 09:04 SERV	-AVI FOODSYSTEMS IN Q51 #436158	MAR-2014
1,917	Other	Forecast & Budgeting - Corporate			1.34	1.34	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,918	Other	Forecast & Budgeting - Corporate			2.21	2.21	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,919	Other	Forecast & Budgeting - Corporate			3.75	3.75	923100	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,920	Other	Forecast & Budgeting - Corporate			(4.05)	(4.05)	923900	Reverses "J706-0020-1013 Adjustment USD"	Contractor - Lee Ann Markham OT	NOV-2013
1,921	Other	Forecast & Budgeting - Corporate			11.25	11.25	923100	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,922	Other	Forecast & Budgeting - Corporate			12.00	12.00	923100	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,923	Other	Forecast & Budgeting - Corporate			34.78	34.78	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,924	Other	Forecast & Budgeting - Corporate			35.00	35.00	923100	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,925	Other	Forecast & Budgeting - Corporate			39.73	39.73	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,926	Other	Forecast & Budgeting - Corporate			46.67	46.67	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,927	Other	Forecast & Budgeting - Corporate			52.28	52.28	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,928	Other	Forecast & Budgeting - Corporate			55.64	55.64	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,929	Other	Forecast & Budgeting - Corporate			72.79	72.79	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,930	Other	Forecast & Budgeting - Corporate			112.64	112.64	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,931	Other	Forecast & Budgeting - Corporate			116.72	116.72	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,932	Other	Forecast & Budgeting - Corporate			128.16	128.16	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,933	Other	Forecast & Budgeting - Corporate			132.00	132.00	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,934	Other	Forecast & Budgeting - Corporate			134.25	134.25	923100	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,935	Other	Forecast & Budgeting - Corporate			150.95	150.95	923100	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,936	Other	Forecast & Budgeting - Corporate			160.03	160.03	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,937	Other	Forecast & Budgeting - Corporate			160.29	160.29	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,938	Other	Forecast & Budgeting - Corporate			214.41	214.41	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,939	Other	Forecast & Budgeting - Corporate			214.87	214.87	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,940	Other	Forecast & Budgeting - Corporate			214.87	214.87	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,941	Other	Forecast & Budgeting - Corporate			226.70	226.70	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,942	Other	Forecast & Budgeting - Corporate			226.90	226.90	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,943	Other	Forecast & Budgeting - Corporate			233.31	233.31	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,944	Other	Forecast & Budgeting - Corporate			259.81	259.81	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,945	Other	Forecast & Budgeting - Corporate			273.91	273.91	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,946	Other	Forecast & Budgeting - Corporate			285.62	285.62	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,947	Other	Forecast & Budgeting - Corporate			302.39	302.39	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,948	Other	Forecast & Budgeting - Corporate			308.02	308.02	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,949	Other	Forecast & Budgeting - Corporate			310.65	310.65	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,950	Other	Forecast & Budgeting - Corporate			315.50	315.50	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,951	Other	Forecast & Budgeting - Corporate			454.86	454.86	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,952	Other	Forecast & Budgeting - Corporate			528.36	528.36	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,953	Other	Forecast & Budgeting - Corporate			555.28	555.28	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
1,954	Other	Forecast & Budgeting - Corporate			563.73	563.73	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,955	Other	Forecast & Budgeting - Corporate			591.22	591.22	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,956	Other	Forecast & Budgeting - Corporate			600.56	600.56	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,957	Other	Forecast & Budgeting - Corporate			636.32	636.32	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,958	Other	Forecast & Budgeting - Corporate			639.44	639.44	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,959	Other	Forecast & Budgeting - Corporate			718.24	718.24	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,960	Other	Forecast & Budgeting - Corporate			745.70	745.70	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,961	Other	Forecast & Budgeting - Corporate			832.93	832.93	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,962	Other	Forecast & Budgeting - Corporate			850.20	850.20	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,963	Other	Forecast & Budgeting - Corporate			992.45	992.45	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,964	Other	Forecast & Budgeting - Corporate			1,037.48	1,037.48	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,965	Other	Forecast & Budgeting - Corporate			1,065.71	1,065.71	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,966	Other	Forecast & Budgeting - Corporate			1,124.56	1,124.56	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,967	Other	Forecast & Budgeting - Corporate			1,125.66	1,125.66	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,968	Other	Forecast & Budgeting - Corporate			1,267.84	1,267.84	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,969	Other	Forecast & Budgeting - Corporate			1,406.75	1,406.75	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,970	Other	Forecast & Budgeting - Corporate			1,469.57	1,469.57	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,971	Other	Forecast & Budgeting - Corporate			1,635.96	1,635.96	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,972	Other	Forecast & Budgeting - Corporate			(1,781.08)	(1,781.08)	923900	Reverses "J706-0020-1013 Adjustment USD"	Contractor - Lee Ann Markham	NOV-2013
1,973	Other	Forecast & Budgeting - Corporate			1,882.22	1,882.22	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,974	Other	Forecast & Budgeting - Corporate			2,019.24	2,019.24	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,975	Other	Forecast & Budgeting - Corporate			2,098.60	2,098.60	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,976	Other	Forecast & Budgeting - Corporate			2,098.60	2,098.60	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,977	Other	Forecast & Budgeting - Corporate			(2,130.13)	(2,130.13)	923900	Reverses "J706-0020-1013 Adjustment USD"	Contractor - Brian Kelton	NOV-2013
1,978	Other	Forecast & Budgeting - Corporate			2,154.45	2,154.45	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,979	Other	Forecast & Budgeting - Corporate			2,241.08	2,241.08	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,980	Other	Forecast & Budgeting - Corporate			2,257.31	2,257.31	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,981	Other	Forecast & Budgeting - Corporate			2,303.39	2,303.39	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,982	Other	Forecast & Budgeting - Corporate			2,362.82	2,362.82	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,983	Other	Forecast & Budgeting - Corporate			2,601.60	2,601.60	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,984	Other	Forecast & Budgeting - Corporate			2,656.08	2,656.08	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,985	Other	Forecast & Budgeting - Corporate			3,111.52	3,111.52	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,986	Other	Forecast & Budgeting - Corporate			3,386.39	3,386.39	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,987	Other	Forecast & Budgeting - Corporate			4,104.99	4,104.99	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,988	Other	Forecast & Budgeting - Corporate			4,274.10	4,274.10	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,989	Other	Forecast & Budgeting - Corporate			4,471.08	4,471.08	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,990	Other	Forecast & Budgeting - Corporate			4,482.94	4,482.94	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,991	Other	Forecast & Budgeting - Corporate			4,517.46	4,517.46	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,992	Other	Forecast & Budgeting - Corporate			(4,518.26)	(4,518.26)	923900	Reverses "J706-0020-1013 Adjustment USD"	Contractor - Mallika Surthi	NOV-2013
1,993	Other	Forecast & Budgeting - Corporate			4,715.81	4,715.81	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,994	Other	Forecast & Budgeting - Corporate			4,723.67	4,723.67	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,995	Other	Forecast & Budgeting - Corporate			(5,343.36)	(5,343.36)	923900	Reverses "J704-0020-1013 Adjustment USD"	Payroll Contractor	NOV-2013
1,996	Other	Forecast & Budgeting - Corporate			5,474.58	5,474.58	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,997	Other	Forecast & Budgeting - Corporate			(5,525.52)	(5,525.52)	923900	Reverses "J706-0020-1013 Adjustment USD"	Contractor - Ross Lister	NOV-2013
1,998	Other	Forecast & Budgeting - Corporate			(5,669.66)	(5,669.66)	923900	Reverses "J706-0020-1013 Adjustment USD"	Contractor - Stuart Myers	NOV-2013
1,999	Other	Forecast & Budgeting - Corporate			6,369.50	6,369.50	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,000	Other	Forecast & Budgeting - Corporate			(6,499.48)	(6,499.48)	923900	Reverses "J706-0020-1013 Adjustment USD"	Contractor - Interloc Solutions	NOV-2013
2,001	Other	Forecast & Budgeting - Corporate			6,810.55	6,810.55	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,002	Other	Forecast & Budgeting - Corporate			7,701.07	7,701.07	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,003	Other	Forecast & Budgeting - Corporate			7,987.46	7,987.46	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,004	Other	Forecast & Budgeting - Corporate			8,173.83	8,173.83	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,005	Other	Forecast & Budgeting - Corporate			8,261.83	8,261.83	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,006	Other	Forecast & Budgeting - Corporate			8,301.84	8,301.84	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,007	Other	Forecast & Budgeting - Corporate			8,302.04	8,302.04	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,008	Other	Forecast & Budgeting - Corporate			8,350.21	8,350.21	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,009	Other	Forecast & Budgeting - Corporate			8,498.37	8,498.37	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,010	Other	Forecast & Budgeting - Corporate			(8,748.74)	(8,748.74)	923900	Reverses "J706-0020-1013 Adjustment USD"	Contractor - Krishna Nerusu	NOV-2013
2,011	Other	Forecast & Budgeting - Corporate			9,209.56	9,209.56	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,012	Other	Forecast & Budgeting - Corporate			9,213.86	9,213.86	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,013	Other	Forecast & Budgeting - Corporate			9,363.76	9,363.76	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,014	Other	Forecast & Budgeting - Corporate			9,588.27	9,588.27	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,015	Other	Forecast & Budgeting - Corporate			10,135.92	10,135.92	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,016	Other	Forecast & Budgeting - Corporate			10,154.22	10,154.22	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,017	Other	Forecast & Budgeting - Corporate			10,456.99	10,456.99	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,018	Other	Forecast & Budgeting - Corporate			10,616.65	10,616.65	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,019	Other	Forecast & Budgeting - Corporate			(11,855.95)	(11,855.95)	923900	Reverses "J706-0020-1013 Adjustment USD"	Contractor - John McCarty	NOV-2013
2,020	Other	Forecast & Budgeting - Corporate			(12,432.42)	(12,432.42)	923900	Reverses "J706-0020-1013 Adjustment USD"	Contractor - Leo Romero	NOV-2013
2,021	Other	Forecast & Budgeting - Corporate			12,570.73	12,570.73	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,022	Other	Forecast & Budgeting - Corporate			12,911.40	12,911.40	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,023	Other	Forecast & Budgeting - Corporate			13,673.88	13,673.88	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,024	Other	Forecast & Budgeting - Corporate			15,864.98	15,864.98	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,025	Other	Forecast & Budgeting - Corporate			17,196.60	17,196.60	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
2,026	Other	Forecast & Budgeting - Corporate			18,908.30	18,908.30	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
2,027	Other	Forecast & Budgeting - Corporate			18,997.67	18,997.67	923900	034-0020-1113 Adjustment USD	IT Prepays	NOV-2013
2,028	Other	Forecast & Budgeting - Corporate			22,777.02	22,777.02	923900	034-0020-1113 Adjustment USD	IT Prepays	NOV-2013
2,029	Other	Forecast & Budgeting - Corporate			26,875.15	26,875.15	923900	034-0020-1113 Adjustment USD	IT Prepays	NOV-2013
2,030	Other	Forecast & Budgeting - Corporate			36,658.47	36,658.47	923900	034-0020-1113 Adjustment USD	IT Prepays	NOV-2013
2,031	Other	Forecast & Budgeting - Corporate			(37,999.90)	(37,999.90)	923900	034-0020-1113 Adjustment USD	IT Prepays	NOV-2013
2,032	Other	Forecast & Budgeting - Corporate			40,098.56	40,098.56	923900	034-0020-1113 Adjustment USD	IT Prepays	NOV-2013
2,033	Other	Forecast & Budgeting - Corporate			43,402.48	43,402.48	923900	034-0020-1113 Adjustment USD	IT Prepays	NOV-2013
2,034	Other	Forecast & Budgeting - Corporate			44,170.94	44,170.94	923900	034-0020-1113 Adjustment USD	IT Prepays	NOV-2013
2,035	Other	Forecast & Budgeting - Corporate			104,685.90	104,685.90	923900	034-0020-1113 Adjustment USD	IT Prepays	NOV-2013
2,036	Other	Forecast & Budgeting - Corporate			3.75	3.75	923100	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,037	Other	Forecast & Budgeting - Corporate			11.25	11.25	923100	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,038	Other	Forecast & Budgeting - Corporate			12.00	12.00	923100	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,039	Other	Forecast & Budgeting - Corporate			15.02	15.02	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,040	Other	Forecast & Budgeting - Corporate			34.78	34.78	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,041	Other	Forecast & Budgeting - Corporate			35.00	35.00	923100	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,042	Other	Forecast & Budgeting - Corporate			35.34	35.34	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,043	Other	Forecast & Budgeting - Corporate			39.73	39.73	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,044	Other	Forecast & Budgeting - Corporate			46.67	46.67	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,045	Other	Forecast & Budgeting - Corporate			52.28	52.28	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,046	Other	Forecast & Budgeting - Corporate			60.64	60.64	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,047	Other	Forecast & Budgeting - Corporate			67.36	67.36	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,048	Other	Forecast & Budgeting - Corporate			72.79	72.79	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,049	Other	Forecast & Budgeting - Corporate			112.64	112.64	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,050	Other	Forecast & Budgeting - Corporate			128.16	128.16	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,051	Other	Forecast & Budgeting - Corporate			132.00	132.00	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,052	Other	Forecast & Budgeting - Corporate			134.25	134.25	923100	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,053	Other	Forecast & Budgeting - Corporate			150.95	150.95	923100	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,054	Other	Forecast & Budgeting - Corporate			156.38	156.38	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,055	Other	Forecast & Budgeting - Corporate			160.29	160.29	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,056	Other	Forecast & Budgeting - Corporate			214.41	214.41	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,057	Other	Forecast & Budgeting - Corporate			214.87	214.87	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,058	Other	Forecast & Budgeting - Corporate			226.70	226.70	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,059	Other	Forecast & Budgeting - Corporate			226.90	226.90	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,060	Other	Forecast & Budgeting - Corporate			233.31	233.31	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,061	Other	Forecast & Budgeting - Corporate			259.81	259.81	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,062	Other	Forecast & Budgeting - Corporate			273.91	273.91	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,063	Other	Forecast & Budgeting - Corporate			285.62	285.62	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,064	Other	Forecast & Budgeting - Corporate			302.39	302.39	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,065	Other	Forecast & Budgeting - Corporate			309.69	309.69	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,066	Other	Forecast & Budgeting - Corporate			315.50	315.50	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,067	Other	Forecast & Budgeting - Corporate			334.43	334.43	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,068	Other	Forecast & Budgeting - Corporate			374.10	374.10	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,069	Other	Forecast & Budgeting - Corporate			454.86	454.86	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,070	Other	Forecast & Budgeting - Corporate			563.73	563.73	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,071	Other	Forecast & Budgeting - Corporate			591.22	591.22	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,072	Other	Forecast & Budgeting - Corporate			600.56	600.56	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,073	Other	Forecast & Budgeting - Corporate			614.13	614.13	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,074	Other	Forecast & Budgeting - Corporate			636.32	636.32	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,075	Other	Forecast & Budgeting - Corporate			639.44	639.44	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,076	Other	Forecast & Budgeting - Corporate			718.24	718.24	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,077	Other	Forecast & Budgeting - Corporate			745.70	745.70	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,078	Other	Forecast & Budgeting - Corporate			950.95	950.95	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,079	Other	Forecast & Budgeting - Corporate			988.67	988.67	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,080	Other	Forecast & Budgeting - Corporate			1,124.56	1,124.56	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,081	Other	Forecast & Budgeting - Corporate			1,125.66	1,125.66	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,082	Other	Forecast & Budgeting - Corporate			1,161.42	1,161.42	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,083	Other	Forecast & Budgeting - Corporate			1,254.01	1,254.01	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,084	Other	Forecast & Budgeting - Corporate			1,406.75	1,406.75	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,085	Other	Forecast & Budgeting - Corporate			1,469.57	1,469.57	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,086	Other	Forecast & Budgeting - Corporate			1,489.49	1,489.49	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,087	Other	Forecast & Budgeting - Corporate			1,635.96	1,635.96	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,088	Other	Forecast & Budgeting - Corporate			1,882.22	1,882.22	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,089	Other	Forecast & Budgeting - Corporate			2,019.24	2,019.24	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,090	Other	Forecast & Budgeting - Corporate			2,098.60	2,098.60	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,091	Other	Forecast & Budgeting - Corporate			2,154.45	2,154.45	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,092	Other	Forecast & Budgeting - Corporate			2,241.08	2,241.08	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,093	Other	Forecast & Budgeting - Corporate			2,257.31	2,257.31	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,094	Other	Forecast & Budgeting - Corporate			2,303.39	2,303.39	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,095	Other	Forecast & Budgeting - Corporate			2,362.82	2,362.82	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,096	Other	Forecast & Budgeting - Corporate			2,656.08	2,656.08	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,097	Other	Forecast & Budgeting - Corporate			2,755.82	2,755.82	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,098	Other	Forecast & Budgeting - Corporate			2,939.16	2,939.16	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013
2,099	Other	Forecast & Budgeting - Corporate			3,111.52	3,111.52	923900	034-0020-1213 Adjustment USD	IT Prepays	DEC-2013

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
2,100	Other	Forecast & Budgeting - Corporate			3,194.10	3,194.10	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,101	Other	Forecast & Budgeting - Corporate			3,386.39	3,386.39	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,102	Other	Forecast & Budgeting - Corporate			4,104.99	4,104.99	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,103	Other	Forecast & Budgeting - Corporate			4,324.51	4,324.51	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,104	Other	Forecast & Budgeting - Corporate			4,471.08	4,471.08	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,105	Other	Forecast & Budgeting - Corporate			4,482.94	4,482.94	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,106	Other	Forecast & Budgeting - Corporate			4,517.46	4,517.46	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,107	Other	Forecast & Budgeting - Corporate			4,715.81	4,715.81	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,108	Other	Forecast & Budgeting - Corporate			4,723.67	4,723.67	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,109	Other	Forecast & Budgeting - Corporate			4,773.93	4,773.93	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,110	Other	Forecast & Budgeting - Corporate			4,947.41	4,947.41	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,111	Other	Forecast & Budgeting - Corporate			5,474.58	5,474.58	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,112	Other	Forecast & Budgeting - Corporate			5,572.03	5,572.03	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,113	Other	Forecast & Budgeting - Corporate			5,658.74	5,658.74	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,114	Other	Forecast & Budgeting - Corporate			6,122.28	6,122.28	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,115	Other	Forecast & Budgeting - Corporate			6,369.50	6,369.50	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,116	Other	Forecast & Budgeting - Corporate			6,810.55	6,810.55	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,117	Other	Forecast & Budgeting - Corporate			8,261.83	8,261.83	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,118	Other	Forecast & Budgeting - Corporate			8,301.84	8,301.84	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,119	Other	Forecast & Budgeting - Corporate			8,302.04	8,302.04	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,120	Other	Forecast & Budgeting - Corporate			8,350.21	8,350.21	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,121	Other	Forecast & Budgeting - Corporate			8,771.38	8,771.38	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,122	Other	Forecast & Budgeting - Corporate			9,209.56	9,209.56	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,123	Other	Forecast & Budgeting - Corporate			9,210.08	9,210.08	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,124	Other	Forecast & Budgeting - Corporate			9,588.27	9,588.27	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,125	Other	Forecast & Budgeting - Corporate			10,154.22	10,154.22	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,126	Other	Forecast & Budgeting - Corporate			10,255.00	10,255.00	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,127	Other	Forecast & Budgeting - Corporate			10,616.65	10,616.65	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,128	Other	Forecast & Budgeting - Corporate			11,559.51	11,559.51	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,129	Other	Forecast & Budgeting - Corporate			12,552.08	12,552.08	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,130	Other	Forecast & Budgeting - Corporate			12,570.73	12,570.73	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,131	Other	Forecast & Budgeting - Corporate			12,911.40	12,911.40	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,132	Other	Forecast & Budgeting - Corporate			15,864.98	15,864.98	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,133	Other	Forecast & Budgeting - Corporate			16,174.22	16,174.22	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,134	Other	Forecast & Budgeting - Corporate			17,303.42	17,303.42	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,135	Other	Forecast & Budgeting - Corporate			(18,513.86)	(18,513.86)	923900	Reverses "J008-0020-1013 Adjustment USD"	IT PREPAIDS ACCRUED ESTIMATE	DEC-2013
2,136	Other	Forecast & Budgeting - Corporate			18,897.65	18,897.65	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,137	Other	Forecast & Budgeting - Corporate			19,141.29	19,141.29	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,138	Other	Forecast & Budgeting - Corporate			21,138.48	21,138.48	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,139	Other	Forecast & Budgeting - Corporate			23,260.42	23,260.42	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,140	Other	Forecast & Budgeting - Corporate			25,107.82	25,107.82	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,141	Other	Forecast & Budgeting - Corporate			39,206.65	39,206.65	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,142	Other	Forecast & Budgeting - Corporate			40,098.56	40,098.56	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,143	Other	Forecast & Budgeting - Corporate			43,402.48	43,402.48	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,144	Other	Forecast & Budgeting - Corporate			44,170.94	44,170.94	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,145	Other	Forecast & Budgeting - Corporate			104,685.90	104,685.90	923900	034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,146	Other	Forecast & Budgeting - Corporate			3.75	3.75	923100	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,147	Other	Forecast & Budgeting - Corporate			12.00	12.00	923100	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,148	Other	Forecast & Budgeting - Corporate			15.02	15.02	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,149	Other	Forecast & Budgeting - Corporate			34.78	34.78	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,150	Other	Forecast & Budgeting - Corporate			35.00	35.00	923100	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,151	Other	Forecast & Budgeting - Corporate			46.67	46.67	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,152	Other	Forecast & Budgeting - Corporate			52.28	52.28	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,153	Other	Forecast & Budgeting - Corporate			57.81	57.81	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,154	Other	Forecast & Budgeting - Corporate			57.81	57.81	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,155	Other	Forecast & Budgeting - Corporate			60.64	60.64	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,156	Other	Forecast & Budgeting - Corporate			67.11	67.11	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,157	Other	Forecast & Budgeting - Corporate			72.79	72.79	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,158	Other	Forecast & Budgeting - Corporate			100.08	100.08	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,159	Other	Forecast & Budgeting - Corporate			112.64	112.64	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,160	Other	Forecast & Budgeting - Corporate			127.50	127.50	923100	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,161	Other	Forecast & Budgeting - Corporate			128.16	128.16	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,162	Other	Forecast & Budgeting - Corporate			131.75	131.75	923100	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,163	Other	Forecast & Budgeting - Corporate			132.00	132.00	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,164	Other	Forecast & Budgeting - Corporate			149.13	149.13	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,165	Other	Forecast & Budgeting - Corporate			160.29	160.29	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,166	Other	Forecast & Budgeting - Corporate			214.41	214.41	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,167	Other	Forecast & Budgeting - Corporate			214.87	214.87	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,168	Other	Forecast & Budgeting - Corporate			226.70	226.70	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,169	Other	Forecast & Budgeting - Corporate			226.90	226.90	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,170	Other	Forecast & Budgeting - Corporate			233.31	233.31	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,171	Other	Forecast & Budgeting - Corporate			273.91	273.91	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,172	Other	Forecast & Budgeting - Corporate			285.62	285.62	923900	034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
2,173	Other	Forecast & Budgeting - Corporate			302.39	302.39	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,174	Other	Forecast & Budgeting - Corporate			309.69	309.69	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,175	Other	Forecast & Budgeting - Corporate			315.50	315.50	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,176	Other	Forecast & Budgeting - Corporate			447.48	447.48	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,177	Other	Forecast & Budgeting - Corporate			454.86	454.86	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,178	Other	Forecast & Budgeting - Corporate			(529.67)	(529.67)	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,179	Other	Forecast & Budgeting - Corporate			553.15	553.15	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,180	Other	Forecast & Budgeting - Corporate			563.73	563.73	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,181	Other	Forecast & Budgeting - Corporate			591.22	591.22	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,182	Other	Forecast & Budgeting - Corporate			600.56	600.56	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,183	Other	Forecast & Budgeting - Corporate			636.32	636.32	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,184	Other	Forecast & Budgeting - Corporate			639.44	639.44	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,185	Other	Forecast & Budgeting - Corporate			718.24	718.24	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,186	Other	Forecast & Budgeting - Corporate			745.70	745.70	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,187	Other	Forecast & Budgeting - Corporate			832.07	832.07	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,188	Other	Forecast & Budgeting - Corporate			949.80	949.80	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,189	Other	Forecast & Budgeting - Corporate			950.95	950.95	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,190	Other	Forecast & Budgeting - Corporate			988.49	988.49	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,191	Other	Forecast & Budgeting - Corporate			1,019.40	1,019.40	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,192	Other	Forecast & Budgeting - Corporate			1,125.66	1,125.66	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,193	Other	Forecast & Budgeting - Corporate			1,161.42	1,161.42	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,194	Other	Forecast & Budgeting - Corporate			1,181.68	1,181.68	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,195	Other	Forecast & Budgeting - Corporate			1,275.91	1,275.91	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,196	Other	Forecast & Budgeting - Corporate			1,311.25	1,311.25	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,197	Other	Forecast & Budgeting - Corporate			1,406.75	1,406.75	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,198	Other	Forecast & Budgeting - Corporate			1,469.57	1,469.57	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,199	Other	Forecast & Budgeting - Corporate			1,521.48	1,521.48	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,200	Other	Forecast & Budgeting - Corporate			1,635.96	1,635.96	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,201	Other	Forecast & Budgeting - Corporate			1,975.31	1,975.31	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,202	Other	Forecast & Budgeting - Corporate			2,098.60	2,098.60	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,203	Other	Forecast & Budgeting - Corporate			2,154.45	2,154.45	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,204	Other	Forecast & Budgeting - Corporate			2,241.08	2,241.08	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,205	Other	Forecast & Budgeting - Corporate			2,257.31	2,257.31	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,206	Other	Forecast & Budgeting - Corporate			2,303.39	2,303.39	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,207	Other	Forecast & Budgeting - Corporate			2,312.25	2,312.25	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,208	Other	Forecast & Budgeting - Corporate			2,362.82	2,362.82	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,209	Other	Forecast & Budgeting - Corporate			2,656.08	2,656.08	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,210	Other	Forecast & Budgeting - Corporate			3,111.52	3,111.52	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,211	Other	Forecast & Budgeting - Corporate			3,386.39	3,386.39	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,212	Other	Forecast & Budgeting - Corporate			3,583.43	3,583.43	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,213	Other	Forecast & Budgeting - Corporate			3,894.38	3,894.38	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,214	Other	Forecast & Budgeting - Corporate			4,287.76	4,287.76	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,215	Other	Forecast & Budgeting - Corporate			4,471.08	4,471.08	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,216	Other	Forecast & Budgeting - Corporate			4,482.94	4,482.94	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,217	Other	Forecast & Budgeting - Corporate			4,517.46	4,517.46	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,218	Other	Forecast & Budgeting - Corporate			4,715.81	4,715.81	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,219	Other	Forecast & Budgeting - Corporate			4,838.78	4,838.78	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,220	Other	Forecast & Budgeting - Corporate			4,947.41	4,947.41	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,221	Other	Forecast & Budgeting - Corporate			5,092.50	5,092.50	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,222	Other	Forecast & Budgeting - Corporate			5,658.74	5,658.74	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,223	Other	Forecast & Budgeting - Corporate			6,369.50	6,369.50	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,224	Other	Forecast & Budgeting - Corporate			6,811.90	6,811.90	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,225	Other	Forecast & Budgeting - Corporate			7,692.65	7,692.65	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,226	Other	Forecast & Budgeting - Corporate			8,208.30	8,208.30	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,227	Other	Forecast & Budgeting - Corporate			8,302.04	8,302.04	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,228	Other	Forecast & Budgeting - Corporate			8,350.21	8,350.21	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,229	Other	Forecast & Budgeting - Corporate			8,454.20	8,454.20	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,230	Other	Forecast & Budgeting - Corporate			8,548.51	8,548.51	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,231	Other	Forecast & Budgeting - Corporate			8,777.35	8,777.35	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,232	Other	Forecast & Budgeting - Corporate			8,920.54	8,920.54	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,233	Other	Forecast & Budgeting - Corporate			9,099.82	9,099.82	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,234	Other	Forecast & Budgeting - Corporate			9,209.56	9,209.56	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,235	Other	Forecast & Budgeting - Corporate			9,289.50	9,289.50	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,236	Other	Forecast & Budgeting - Corporate			10,108.75	10,108.75	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,237	Other	Forecast & Budgeting - Corporate			10,308.16	10,308.16	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,238	Other	Forecast & Budgeting - Corporate			10,616.65	10,616.65	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,239	Other	Forecast & Budgeting - Corporate			10,774.83	10,774.83	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,240	Other	Forecast & Budgeting - Corporate			11,057.38	11,057.38	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,241	Other	Forecast & Budgeting - Corporate			11,393.36	11,393.36	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,242	Other	Forecast & Budgeting - Corporate			12,570.73	12,570.73	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,243	Other	Forecast & Budgeting - Corporate			12,911.40	12,911.40	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,244	Other	Forecast & Budgeting - Corporate			13,475.77	13,475.77	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014
2,245	Other	Forecast & Budgeting - Corporate			15,864.98	15,864.98	923900	034-0020-0114 Adjustment USD	IT Prepays	JAN-2014

KENTUCKY UTILITIES COMPANY

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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
2,246	Other	Forecast & Budgeting - Corporate			16,174.22	16,174.22	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,247	Other	Forecast & Budgeting - Corporate			19,141.29	19,141.29	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,248	Other	Forecast & Budgeting - Corporate			23,366.79	23,366.79	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,249	Other	Forecast & Budgeting - Corporate			24,078.09	24,078.09	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,250	Other	Forecast & Budgeting - Corporate			25,107.82	25,107.82	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,251	Other	Forecast & Budgeting - Corporate			33,104.61	33,104.61	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,252	Other	Forecast & Budgeting - Corporate			40,098.56	40,098.56	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,253	Other	Forecast & Budgeting - Corporate			41,496.63	41,496.63	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,254	Other	Forecast & Budgeting - Corporate			51,083.54	51,083.54	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,255	Other	Forecast & Budgeting - Corporate			104,685.90	104,685.90	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,256	Other	Forecast & Budgeting - Corporate			1,378.38	1,378.38	923900	J706-0020-0214 Adjustment USD	Contractor - Lee Ann Markham	FEB-2014
2,257	Other	Forecast & Budgeting - Corporate			10,114.90	10,114.90	923900	J706-0020-0214 Adjustment USD	Contractor - Sattish Garapati	FEB-2014
2,258	Other	Forecast & Budgeting - Corporate			3.75	3.75	923900	J034-0020-0214 Adjustment USD	IT Prepaids	FEB-2014
2,259	Other	Forecast & Budgeting - Corporate			4,020.63	4,020.63	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaids	MAR-2014
2,260	Other	Forecast & Budgeting - Corporate			4,020.63	4,020.63	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,261	Other	Forecast & Budgeting - Corporate			45,367.10	45,367.10	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaids	MAR-2014
2,262	Other	Forecast & Budgeting - Corporate			47,001.31	47,001.31	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,263	Other	Forecast & Budgeting - Corporate			98,681.06	98,681.06	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaids	MAR-2014
2,264	Other	Forecast & Budgeting - Corporate			99,171.89	99,171.89	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,265	Other	Forecast & Budgeting - Corporate			144,845.21	144,845.21	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaids	MAR-2014
2,266	Other	Forecast & Budgeting - Corporate			145,413.48	145,413.48	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,267	Other	Forecast & Budgeting - Corporate			375,231.48	375,231.48	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,268	Other	Forecast & Budgeting - Corporate			381,374.44	381,374.44	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaids	MAR-2014
2,269	Other	Forecast & Budgeting - Corporate			(1,378.37)	(1,378.37)	923900	Reverses "J706-0020-0214 Adjustment USD"	Contractor - Lee Ann Markham	MAR-2014
2,270	Other	Forecast & Budgeting - Corporate			10,114.90	10,114.90	923900	J706-0020-0314 Adjustment USD	Contractor - Sattish Garapati	MAR-2014
2,271	Other	Forecast & Budgeting - Corporate			(10,114.91)	(10,114.91)	923900	Reverses "J706-0020-0214 Adjustment USD"	Contractor - Sattish Garapati	MAR-2014
2,272	Other	Forecast & Budgeting - Corporate			180.48	180.48	923900	J034-0020-0314 Adjustment USD	PREPAID TAXES	MAR-2014
2,273	Other	Forecast & Budgeting - Corporate			712.84	712.84	923900	J034-0020-0314 Adjustment USD	PREPAID TAXES	MAR-2014
2,274	Other	Forecast & Budgeting - Corporate			3.75	3.75	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,275	Other	Forecast & Budgeting - Corporate			12.00	12.00	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,276	Other	Forecast & Budgeting - Corporate			12.00	12.00	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,277	Other	Forecast & Budgeting - Corporate			35.00	35.00	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,278	Other	Forecast & Budgeting - Corporate			35.00	35.00	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,279	Other	Forecast & Budgeting - Corporate			127.50	127.50	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,280	Other	Forecast & Budgeting - Corporate			127.50	127.50	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,281	Other	Forecast & Budgeting - Corporate			131.75	131.75	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,282	Other	Forecast & Budgeting - Corporate			131.75	131.75	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,283	Other	Forecast & Budgeting - Corporate			250.66	250.66	923900	J034-0020-0314 Adjustment USD	True-up of IT Prepaids	MAR-2014
2,284	Other	Forecast & Budgeting - Corporate			302.88	302.88	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,285	Other	Forecast & Budgeting - Corporate			439.61	439.61	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,286	Other	Forecast & Budgeting - Corporate			769.34	769.34	923900	J034-0020-0314 Adjustment USD	True-up of IT Prepaids	MAR-2014
2,287	Other	Forecast & Budgeting - Corporate			920.07	920.07	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,288	Other	Forecast & Budgeting - Corporate			1,122.39	1,122.39	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,289	Other	Forecast & Budgeting - Corporate			1,301.84	1,301.84	923900	J034-0020-0314 Adjustment USD	True-up of IT Prepaids	MAR-2014
2,290	Other	Forecast & Budgeting - Corporate			1,605.04	1,605.04	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,291	Other	Forecast & Budgeting - Corporate			1,883.48	1,883.48	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,292	Other	Forecast & Budgeting - Corporate			2,377.49	2,377.49	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,293	Other	Forecast & Budgeting - Corporate			(3,513.93)	(3,513.93)	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,294	Other	Forecast & Budgeting - Corporate			11,470.83	11,470.83	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,295	Other	Forecast & Budgeting - Corporate			4,020.63	4,020.63	923900	J034-0020-0414 Adjustment USD	IT Prepaids	APR-2014
2,296	Other	Forecast & Budgeting - Corporate			47,001.31	47,001.31	923900	J034-0020-0414 Adjustment USD	IT Prepaids	APR-2014
2,297	Other	Forecast & Budgeting - Corporate			93,436.98	93,436.98	923900	J034-0020-0414 Adjustment USD	IT Prepaids	APR-2014
2,298	Other	Forecast & Budgeting - Corporate			143,695.53	143,695.53	923900	J034-0020-0414 Adjustment USD	IT Prepaids	APR-2014
2,299	Other	Forecast & Budgeting - Corporate			391,110.52	391,110.52	923900	J034-0020-0414 Adjustment USD	IT Prepaids	APR-2014
2,300	Other	Forecast & Budgeting - Corporate			1,111.11	1,111.11	923900	J706-0020-0414 Adjustment USD	Contractor - Gary Wright	APR-2014
2,301	Other	Forecast & Budgeting - Corporate			1,541.54	1,541.54	923900	J706-0020-0414 Adjustment USD	Contractor - PC	APR-2014
2,302	Other	Forecast & Budgeting - Corporate			1,697.30	1,697.30	923900	J706-0020-0414 Adjustment USD	Contractor - Lee Ann Markham	APR-2014
2,303	Other	Forecast & Budgeting - Corporate			1,790.72	1,790.72	923900	J706-0020-0414 Adjustment USD	Contractor - Richard Mulders	APR-2014
2,304	Other	Forecast & Budgeting - Corporate			1,905.90	1,905.90	923900	J706-0020-0414 Adjustment USD	Contractor - Brian Kelton	APR-2014
2,305	Other	Forecast & Budgeting - Corporate			2,438.43	2,438.43	923900	J706-0020-0414 Adjustment USD	Contractor - Sher Bhujel	APR-2014
2,306	Other	Forecast & Budgeting - Corporate			3,361.80	3,361.80	923900	J704-0020-0414 Adjustment USD	Payroll Contractor	APR-2014
2,307	Other	Forecast & Budgeting - Corporate			5,285.28	5,285.28	923900	J706-0020-0414 Adjustment USD	Contractor - Ross Lister	APR-2014
2,308	Other	Forecast & Budgeting - Corporate			5,445.44	5,445.44	923900	J706-0020-0414 Adjustment USD	Contractor - Daniel Lawson	APR-2014
2,309	Other	Forecast & Budgeting - Corporate			5,549.54	5,549.54	923900	J706-0020-0414 Adjustment USD	Contractor - Brad Davidson	APR-2014
2,310	Other	Forecast & Budgeting - Corporate			5,622.70	5,622.70	923900	J706-0020-0414 Adjustment USD	Contractor - John Yarbrough	APR-2014
2,311	Other	Forecast & Budgeting - Corporate			5,705.70	5,705.70	923900	J706-0020-0414 Adjustment USD	Contractor - Krishna Nerusu	APR-2014
2,312	Other	Forecast & Budgeting - Corporate			6,175.63	6,175.63	923900	J706-0020-0414 Adjustment USD	Contractor - Jim Jackson	APR-2014
2,313	Other	Forecast & Budgeting - Corporate			7,809.80	7,809.80	923900	J706-0020-0414 Adjustment USD	Contractor - Sateesh Gandra	APR-2014
2,314	Other	Forecast & Budgeting - Corporate			8,068.32	8,068.32	923900	J706-0020-0414 Adjustment USD	Contractor - Sudhir Patta	APR-2014
2,315	Other	Forecast & Budgeting - Corporate			9,278.57	9,278.57	923900	J706-0020-0414 Adjustment USD	Contractor - John McCarty	APR-2014
2,316	Other	Forecast & Budgeting - Corporate			10,114.90	10,114.90	923900	J706-0020-0414 Adjustment USD	Contractor - Sattish Garapati	APR-2014
2,317	Other	Forecast & Budgeting - Corporate			(10,114.91)	(10,114.91)	923900	Reverses "J706-0020-0314 Adjustment USD"	Contractor - Sattish Garapati	APR-2014
2,318	Other	Forecast & Budgeting - Corporate			900.90	900.90	923900	J706-0020-0414 Adjustment USD	Contractor - Venu Mothukuri	APR-2014

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Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
2,319	Other	Forecast & Budgeting - Corporate			87.73	87.73	923900	J706-0020-0414 Adjustment USD	Contractor - PCM mileage	APR-2014
2,320	Other	Forecast & Budgeting - Corporate			294.48	294.48	923900	J034-0020-0414 Adjustment USD	PREPAID TAXES	APR-2014
2,321	Other	Forecast & Budgeting - Corporate			387.33	387.33	923900	J034-0020-0414 Adjustment USD	PREPAID TAXES	APR-2014
2,322	Other	Forecast & Budgeting - Corporate			43,335.70	43,335.70	923900	J034-0020-0414 Adjustment USD	PREPAID TAXES	APR-2014
2,323	Other	Forecast & Budgeting - Corporate			70.07	70.07	923900	J008-0020-0414 Adjustment USD	IT Prepays Accrued Estimate	APR-2014
2,324	Other	Forecast & Budgeting - Corporate			20,938.62	20,938.62	923900	J008-0020-0414 Adjustment USD	IT Prepays Accrued Estimate	APR-2014
2,325	Other	Forecast & Budgeting - Corporate			21,242.61	21,242.61	923900	J008-0020-0414 Adjustment USD	IT Prepays Accrued Estimate	APR-2014
2,326	Other	Forecast & Budgeting - Corporate			16.22	16.22	923900	J706-0020-0414 Adjustment USD	Contractor - Lee Ann Markham OT	APR-2014
2,327	Other	Forecast & Budgeting - Corporate			310.00	310.00	923900	J034-0020-0414 Adjustment USD	IT Prepays	APR-2014
2,328	Other	Forecast & Budgeting - Corporate			385.39	385.39	923900	J034-0020-0414 Adjustment USD	True-up of IT Prepays	APR-2014
2,329	Other	Forecast & Budgeting - Corporate			544.77	544.77	923900	J034-0020-0414 Adjustment USD	True-up of IT Prepays	APR-2014
2,330	Other	Forecast & Budgeting - Corporate			10,566.79	10,566.79	923900	J034-0020-0414 Adjustment USD	True-up of IT Prepays	APR-2014
2,331	Other	Forecast & Budgeting - Corporate			4,018.48	4,018.48	923900	J034-0020-0514 Adjustment USD	IT Prepays	MAY-2014
2,332	Other	Forecast & Budgeting - Corporate			49,334.61	49,334.61	923900	J034-0020-0514 Adjustment USD	IT Prepays	MAY-2014
2,333	Other	Forecast & Budgeting - Corporate			86,683.42	86,683.42	923900	J034-0020-0514 Adjustment USD	IT Prepays	MAY-2014
2,334	Other	Forecast & Budgeting - Corporate			143,576.19	143,576.19	923900	J034-0020-0514 Adjustment USD	IT Prepays	MAY-2014
2,335	Other	Forecast & Budgeting - Corporate			385,692.65	385,692.65	923900	J034-0020-0514 Adjustment USD	IT Prepays	MAY-2014
2,336	Other	Forecast & Budgeting - Corporate			(1,110.00)	(1,110.00)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - Gary Wright	MAY-2014
2,337	Other	Forecast & Budgeting - Corporate			(1,540.00)	(1,540.00)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - PCM	MAY-2014
2,338	Other	Forecast & Budgeting - Corporate			(1,695.60)	(1,695.60)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - Lee Ann Markham	MAY-2014
2,339	Other	Forecast & Budgeting - Corporate			(1,789.76)	(1,789.76)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - Richard Mulders	MAY-2014
2,340	Other	Forecast & Budgeting - Corporate			(1,904.00)	(1,904.00)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - Brian Kelton	MAY-2014
2,341	Other	Forecast & Budgeting - Corporate			(2,437.12)	(2,437.12)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - Sher Bhujel	MAY-2014
2,342	Other	Forecast & Budgeting - Corporate			(3,358.44)	(3,358.44)	923900	Reverses "J706-0020-0414 Adjustment USD"	Payroll Contractor	MAY-2014
2,343	Other	Forecast & Budgeting - Corporate			(5,440.00)	(5,440.00)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - Daniel Lawson	MAY-2014
2,344	Other	Forecast & Budgeting - Corporate			(5,617.08)	(5,617.08)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - John Yarbrough	MAY-2014
2,345	Other	Forecast & Budgeting - Corporate			(5,700.00)	(5,700.00)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - Krishna Nerusu	MAY-2014
2,346	Other	Forecast & Budgeting - Corporate			(6,172.32)	(6,172.32)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - Jim Jackson	MAY-2014
2,347	Other	Forecast & Budgeting - Corporate			(7,802.00)	(7,802.00)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - Sateesh Gandra	MAY-2014
2,348	Other	Forecast & Budgeting - Corporate			(8,064.00)	(8,064.00)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - Sudhir Patta	MAY-2014
2,349	Other	Forecast & Budgeting - Corporate			(9,273.60)	(9,273.60)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - John McCarty	MAY-2014
2,350	Other	Forecast & Budgeting - Corporate			(10,104.80)	(10,104.80)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - Sattish Garapati	MAY-2014
2,351	Other	Forecast & Budgeting - Corporate			(900.00)	(900.00)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - Venu Mothukuri	MAY-2014
2,352	Other	Forecast & Budgeting - Corporate			(87.64)	(87.64)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - PCM mileage	MAY-2014
2,353	Other	Forecast & Budgeting - Corporate			1,077.38	1,077.38	923900	J034-0020-0514 Adjustment USD	PREPAID TAXES	MAY-2014
2,354	Other	Forecast & Budgeting - Corporate			1,546.68	1,546.68	923900	J034-0020-0514 Adjustment USD	PREPAID TAXES	MAY-2014
2,355	Other	Forecast & Budgeting - Corporate			(70.00)	(70.00)	923900	Reverses "J008-0020-0414 Adjustment USD"	IT Prepays Accrued Estimate	MAY-2014
2,356	Other	Forecast & Budgeting - Corporate			(20,917.70)	(20,917.70)	923900	Reverses "J008-0020-0414 Adjustment USD"	IT Prepays Accrued Estimate	MAY-2014
2,357	Other	Forecast & Budgeting - Corporate			(21,221.39)	(21,221.39)	923900	Reverses "J008-0020-0414 Adjustment USD"	IT Prepays Accrued Estimate	MAY-2014
2,358	Other	Forecast & Budgeting - Corporate			43,877.46	43,877.46	923900	J008-0020-0514 Adjustment USD	IT Prepays Accrued Estimate	MAY-2014
2,359	Other	Forecast & Budgeting - Corporate			(16.20)	(16.20)	923900	Reverses "J706-0020-0414 Adjustment USD"	Contractor - Lee Ann Markham OT	MAY-2014
2,360	Other	Forecast & Budgeting - Corporate			66.68	66.68	923900	J034-0020-0514 Adjustment USD	True-up of IT Prepays	MAY-2014
2,361	Other	Forecast & Budgeting - Corporate			279.00	279.00	923900	J034-0020-0514 Adjustment USD	IT Prepays	MAY-2014
2,362	Other	Forecast & Budgeting - Corporate			2,358.46	2,358.46	923900	J034-0020-0514 Adjustment USD	True-up of IT Prepays	MAY-2014
2,363	Other	Forecast & Budgeting - Corporate			2,811.15	2,811.15	923900	J034-0020-0514 Adjustment USD	True-up of IT Prepays	MAY-2014
2,364	Other	Forecast & Budgeting - Corporate			4,018.48	4,018.48	923900	J034-0020-0614 Adjustment USD	IT Prepays	JUN-2014
2,365	Other	Forecast & Budgeting - Corporate			49,334.61	49,334.61	923900	J034-0020-0614 Adjustment USD	IT Prepays	JUN-2014
2,366	Other	Forecast & Budgeting - Corporate			88,819.55	88,819.55	923900	J034-0020-0614 Adjustment USD	IT Prepays	JUN-2014
2,367	Other	Forecast & Budgeting - Corporate			153,526.60	153,526.60	923900	J034-0020-0614 Adjustment USD	IT Prepays	JUN-2014
2,368	Other	Forecast & Budgeting - Corporate			385,884.17	385,884.17	923900	J034-0020-0614 Adjustment USD	IT Prepays	JUN-2014
2,369	Other	Forecast & Budgeting - Corporate			215.56	215.56	923900	J034-0020-0614 Adjustment USD	PREPAID TAXES	JUN-2014
2,370	Other	Forecast & Budgeting - Corporate			6,652.26	6,652.26	923900	J034-0020-0614 Adjustment USD	PREPAID TAXES	JUN-2014
2,371	Other	Forecast & Budgeting - Corporate			7,244.52	7,244.52	923900	J034-0020-0614 Adjustment USD	PREPAID TAXES	JUN-2014
2,372	Other	Forecast & Budgeting - Corporate			(43,877.45)	(43,877.45)	923900	Reverses "J008-0020-0514 Adjustment USD"	IT Prepays Accrued Estimate	JUN-2014
2,373	Other	Forecast & Budgeting - Corporate			7.75	7.75	923900	J034-0020-0614 Adjustment USD	IT Prepays	JUN-2014
2,374	Other	Forecast & Budgeting - Corporate			6,341.71	6,341.71	923900	J034-0020-0614 Adjustment USD	True-up of IT Prepays	JUN-2014
2,375	Other	Forecast & Budgeting - Corporate			13,257.73	13,257.73	923900	J034-0020-0714 Adjustment USD	IT Prepays	JUL-2014
2,376	Other	Forecast & Budgeting - Corporate			49,549.65	49,549.65	923900	J034-0020-0714 Adjustment USD	IT Prepays	JUL-2014
2,377	Other	Forecast & Budgeting - Corporate			83,095.90	83,095.90	923900	J034-0020-0714 Adjustment USD	IT Prepays	JUL-2014
2,378	Other	Forecast & Budgeting - Corporate			158,240.65	158,240.65	923900	J034-0020-0714 Adjustment USD	IT Prepays	JUL-2014
2,379	Other	Forecast & Budgeting - Corporate			375,245.29	375,245.29	923900	J034-0020-0714 Adjustment USD	IT Prepays	JUL-2014
2,380	Other	Forecast & Budgeting - Corporate			(5,280.00)	(5,280.00)	923900	Reverses "J706-0020-0614 Adjustment USD"	Contractor - Ross Lister	JUL-2014
2,381	Other	Forecast & Budgeting - Corporate			5,412.25	5,412.25	923900	J008-0020-0714 Adjustment USD	IT PREPAID ACCRUED ESTIMATE	JUL-2014
2,382	Other	Forecast & Budgeting - Corporate			19,265.83	19,265.83	923900	J008-0020-0714 Adjustment USD	IT PREPAID ACCRUED ESTIMATE	JUL-2014
2,383	Other	Forecast & Budgeting - Corporate			555.99	555.99	923900	J034-0020-0714 Adjustment USD	PREPAID TAXES	JUL-2014
2,384	Other	Forecast & Budgeting - Corporate			12,829.66	12,829.66	923900	J034-0020-0714 Adjustment USD	PREPAID TAXES	JUL-2014
2,385	Other	Forecast & Budgeting - Corporate			(27,369.90)	(27,369.90)	923900	I209-0020-0714 Prior Period Adjustment USD	TRUE-UP OF HP CREDIT	JUL-2014
2,386	Other	Forecast & Budgeting - Corporate			30,747.25	30,747.25	923900	J034-0020-0714 Adjustment USD	True-up of IT Prepays	JUL-2014
2,387	Other	Forecast & Budgeting - Corporate			31,561.58	31,561.58	923900	J034-0020-0714 Adjustment USD	True-up of IT Prepays	JUL-2014
2,388	Other	Forecast & Budgeting - Corporate			36,493.18	36,493.18	923900	I209-0020-0714 Prior Period Adjustment USD	TRUE-UP OF HP CREDIT	JUL-2014
2,389	Other	Forecast & Budgeting - Corporate			13,485.94	13,485.94	923900	J034-0020-0814 Adjustment USD	IT Prepays	AUG-2014
2,390	Other	Forecast & Budgeting - Corporate			58,945.06	58,945.06	923900	J034-0020-0814 Adjustment USD	IT Prepays	AUG-2014
2,391	Other	Forecast & Budgeting - Corporate			98,502.11	98,502.11	923900	J034-0020-0814 Adjustment USD	IT Prepays	AUG-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
2,392	Other	Forecast & Budgeting - Corporate			156,730.81	156,730.81	923900	J034-0020-0814 Adjustment USD	IT Prepays	AUG-2014
2,393	Other	Forecast & Budgeting - Corporate			371,080.59	371,080.59	923900	J034-0020-0814 Adjustment USD	IT Prepays	AUG-2014
2,394	Other	Forecast & Budgeting - Corporate			(5,412.26)	(5,412.26)	923900	Reverses "J008-0020-0714 Adjustment USD"	IT PREPAID ACCRUED ESTIMATE	AUG-2014
2,395	Other	Forecast & Budgeting - Corporate			(19,265.84)	(19,265.84)	923900	Reverses "J008-0020-0714 Adjustment USD"	IT PREPAID ACCRUED ESTIMATE	AUG-2014
2,396	Other	Forecast & Budgeting - Corporate			124.90	124.90	923900	J034-0020-0814 Adjustment USD	PREPAID TAXES	AUG-2014
2,397	Other	Forecast & Budgeting - Corporate			1,812.94	1,812.94	923900	J034-0020-0814 Adjustment USD	PREPAID TAXES	AUG-2014
2,398	Other	Forecast & Budgeting - Corporate			37.34	37.34	923900	J034-0020-0814 Adjustment USD	True-up of IT Prepays	AUG-2014
2,399	Other	Forecast & Budgeting - Corporate			716.64	716.64	923900	J034-0020-0814 Adjustment USD	True-up of IT Prepays	AUG-2014
2,400	Other	Forecast & Budgeting - Corporate			2,258.75	2,258.75	923900	J034-0020-0814 Adjustment USD	True-up of IT Prepays	AUG-2014
2,401	Other	Forecast & Budgeting - Corporate			2,908.65	2,908.65	923900	J034-0020-0814 Adjustment USD	True-up of IT Prepays	AUG-2014
2,402	Other	Forecast & Budgeting - Corporate			15,538.90	15,538.90	923900	J034-0020-0814 Adjustment USD	True-up of IT Prepays	AUG-2014
2,403	Other	Forecast & Budgeting - Corporate			15,208.08	15,208.08	923900	J034-0020-0914 Adjustment USD	IT Prepays	SEP-2014
2,404	Other	Forecast & Budgeting - Corporate			83,714.06	83,714.06	923900	J034-0020-0914 Adjustment USD	IT Prepays	SEP-2014
2,405	Other	Forecast & Budgeting - Corporate			100,225.12	100,225.12	923900	J034-0020-0914 Adjustment USD	IT Prepays	SEP-2014
2,406	Other	Forecast & Budgeting - Corporate			157,451.12	157,451.12	923900	J034-0020-0914 Adjustment USD	IT Prepays	SEP-2014
2,407	Other	Forecast & Budgeting - Corporate			343,679.67	343,679.67	923900	J034-0020-0914 Adjustment USD	IT Prepays	SEP-2014
2,408	Other	Forecast & Budgeting - Corporate			3,192.01	3,192.01	923900	J034-0020-0814 Adjustment USD	PREPAID TAXES	SEP-2014
2,409	Other	Forecast & Budgeting - Corporate			3,556.26	3,556.26	923900	J034-0020-0914 Adjustment USD	PREPAID TAXES	SEP-2014
2,410	Other	Forecast & Budgeting - Corporate			15,158.11	15,158.11	923900	J034-0020-0914 Adjustment USD	PREPAID TAXES	SEP-2014
2,411	Other	Forecast & Budgeting - Corporate			49.59	49.59	923900	J034-0020-0914 Adjustment USD	PREPAID TAXES	SEP-2014
2,412	Other	Forecast & Budgeting - Corporate			453.28	453.28	923900	J034-0020-0914 Adjustment USD	True-up of IT Prepays	SEP-2014
2,413	Other	Forecast & Budgeting - Corporate			1,321.55	1,321.55	923900	J034-0020-0914 Adjustment USD	True-up of IT Prepays	SEP-2014
2,414	Other	Forecast & Budgeting - Corporate			6,764.47	6,764.47	923900	J034-0020-0914 Adjustment USD	True-up of IT Prepays	SEP-2014
2,415	Other	Forecast & Budgeting - Corporate			16,254.10	16,254.10	923900	J034-0020-1014 Adjustment USD	IT Prepays	OCT-2014
2,416	Other	Forecast & Budgeting - Corporate			100,443.82	100,443.82	923900	J034-0020-1014 Adjustment USD	IT Prepays	OCT-2014
2,417	Other	Forecast & Budgeting - Corporate			108,366.47	108,366.47	923900	J034-0020-1014 Adjustment USD	IT Prepays	OCT-2014
2,418	Other	Forecast & Budgeting - Corporate			143,765.85	143,765.85	923900	J034-0020-1014 Adjustment USD	IT Prepays	OCT-2014
2,419	Other	Forecast & Budgeting - Corporate			333,839.65	333,839.65	923900	J034-0020-1014 Adjustment USD	IT Prepays	OCT-2014
2,420	Other	Forecast & Budgeting - Corporate			1,120.00	1,120.00	923900	J706-0020-1014 Adjustment USD	Contractor - Performance Lead	OCT-2014
2,421	Other	Forecast & Budgeting - Corporate			1,491.00	1,491.00	923900	J706-0020-1014 Adjustment USD	Contractor - Chris Howell	OCT-2014
2,422	Other	Forecast & Budgeting - Corporate			1,697.50	1,697.50	923900	J706-0020-1014 Adjustment USD	Contractor - PCM	OCT-2014
2,423	Other	Forecast & Budgeting - Corporate			1,800.00	1,800.00	923900	J706-0020-1014 Adjustment USD	Contractor - Test Manager	OCT-2014
2,424	Other	Forecast & Budgeting - Corporate			3,034.50	3,034.50	923900	J706-0020-1014 Adjustment USD	Contractor - Justin Taylor	OCT-2014
2,425	Other	Forecast & Budgeting - Corporate			3,124.80	3,124.80	923900	J706-0020-1014 Adjustment USD	Contractor - Sonji Ketiku	OCT-2014
2,426	Other	Forecast & Budgeting - Corporate			3,180.00	3,180.00	923900	J706-0020-1014 Adjustment USD	Contractor - Daniel Lawson	OCT-2014
2,427	Other	Forecast & Budgeting - Corporate			3,375.00	3,375.00	923900	J706-0020-1014 Adjustment USD	Contractor - Jeff Tevin	OCT-2014
2,428	Other	Forecast & Budgeting - Corporate			4,148.00	4,148.00	923900	J706-0020-1014 Adjustment USD	Contractor - Brian Tronccone	OCT-2014
2,429	Other	Forecast & Budgeting - Corporate			4,230.00	4,230.00	923900	J706-0020-1014 Adjustment USD	Contractor - Process Consultant	OCT-2014
2,430	Other	Forecast & Budgeting - Corporate			4,657.50	4,657.50	923900	J706-0020-1014 Adjustment USD	Contractor - Jim Elrod	OCT-2014
2,431	Other	Forecast & Budgeting - Corporate			4,720.00	4,720.00	923900	J706-0020-1014 Adjustment USD	Contractor - Daniel Lawson	OCT-2014
2,432	Other	Forecast & Budgeting - Corporate			5,250.00	5,250.00	923900	J706-0020-1014 Adjustment USD	Contractor - Mitchell Clay	OCT-2014
2,433	Other	Forecast & Budgeting - Corporate			5,544.00	5,544.00	923900	J706-0020-1014 Adjustment USD	Contractor - Brad Davidson	OCT-2014
2,434	Other	Forecast & Budgeting - Corporate			5,712.00	5,712.00	923900	J706-0020-1014 Adjustment USD	Contractor - Venu Mothukuri	OCT-2014
2,435	Other	Forecast & Budgeting - Corporate			6,021.12	6,021.12	923900	J706-0020-1014 Adjustment USD	Contractor - Josh Parker	OCT-2014
2,436	Other	Forecast & Budgeting - Corporate			6,072.00	6,072.00	923900	J706-0020-1014 Adjustment USD	Contractor - Brad Davidson	OCT-2014
2,437	Other	Forecast & Budgeting - Corporate			6,152.04	6,152.04	923900	J706-0020-1014 Adjustment USD	Contractor - John Yarbrough	OCT-2014
2,438	Other	Forecast & Budgeting - Corporate			6,212.76	6,212.76	923900	J706-0020-1014 Adjustment USD	Contractor - Gary Emmitt	OCT-2014
2,439	Other	Forecast & Budgeting - Corporate			6,307.84	6,307.84	923900	J706-0020-1014 Adjustment USD	Contractor - Josh Parker	OCT-2014
2,440	Other	Forecast & Budgeting - Corporate			6,615.84	6,615.84	923900	J706-0020-1014 Adjustment USD	Contractor - Jim Jackson	OCT-2014
2,441	Other	Forecast & Budgeting - Corporate			6,750.00	6,750.00	923900	J706-0020-1014 Adjustment USD	Contractor - Ross Lister	OCT-2014
2,442	Other	Forecast & Budgeting - Corporate			7,408.80	7,408.80	923900	J706-0020-1014 Adjustment USD	Contractor - Chris Kenner	OCT-2014
2,443	Other	Forecast & Budgeting - Corporate			9,408.00	9,408.00	923900	J706-0020-1014 Adjustment USD	Contractor - Krishna Nerusu	OCT-2014
2,444	Other	Forecast & Budgeting - Corporate			10,000.00	10,000.00	923900	J706-0020-1014 Adjustment USD	Contractor - Ranjit Yarrapureddy	OCT-2014
2,445	Other	Forecast & Budgeting - Corporate			11,250.00	11,250.00	923900	J706-0020-1014 Adjustment USD	Contractor - Ranjit Yarrapureddy	OCT-2014
2,446	Other	Forecast & Budgeting - Corporate			11,849.60	11,849.60	923900	J706-0020-1014 Adjustment USD	Contractor - John McCarty	OCT-2014
2,447	Other	Forecast & Budgeting - Corporate			20,700.00	20,700.00	923900	J706-0020-1014 Adjustment USD	Contractor - Thomas Davis	OCT-2014
2,448	Other	Forecast & Budgeting - Corporate			107.88	107.88	923900	J706-0020-1014 Adjustment USD	Contractor - Josh Parker mileage	OCT-2014
2,449	Other	Forecast & Budgeting - Corporate			896.00	896.00	923900	J706-0020-1014 Adjustment USD	Contractor - Sudhir Patta	OCT-2014
2,450	Other	Forecast & Budgeting - Corporate			1,040.00	1,040.00	923900	J704-0020-1014 Adjustment	Payroll Contractor	OCT-2014
2,451	Other	Forecast & Budgeting - Corporate			1,262.04	1,262.04	923900	J008-0020-1014 Adjustment USD	IT PREPAID ACCRUED ESTIMATE	OCT-2014
2,452	Other	Forecast & Budgeting - Corporate			3,216.63	3,216.63	923900	J008-0020-1014 Adjustment USD	IT PREPAID ACCRUED ESTIMATE	OCT-2014
2,453	Other	Forecast & Budgeting - Corporate			3,640.80	3,640.80	923900	J008-0020-1014 Adjustment USD	IT PREPAID ACCRUED ESTIMATE	OCT-2014
2,454	Other	Forecast & Budgeting - Corporate			895.38	895.38	923900	J008-0020-1014 Adjustment USD	IT PREPAID RE-ACCRUAL	OCT-2014
2,455	Other	Forecast & Budgeting - Corporate			2,397.55	2,397.55	923900	J008-0020-1014 Adjustment USD	IT PREPAID RE-ACCRUAL	OCT-2014
2,456	Other	Forecast & Budgeting - Corporate			3,216.63	3,216.63	923900	J008-0020-1014 Adjustment USD	IT PREPAID RE-ACCRUAL	OCT-2014
2,457	Other	Forecast & Budgeting - Corporate			373.54	373.54	923900	J034-0020-1014 Adjustment USD	PREPAID TAXES	OCT-2014
2,458	Other	Forecast & Budgeting - Corporate			1,304.32	1,304.32	923900	J034-0020-1014 Adjustment USD	PREPAID TAXES	OCT-2014
2,459	Other	Forecast & Budgeting - Corporate			7,114.19	7,114.19	923900	J034-0020-1014 Adjustment USD	PREPAID TAXES	OCT-2014
2,460	Other	Forecast & Budgeting - Corporate			15.99	15.99	923900	J706-0020-1014 Adjustment USD	Contractor - Josh Parker mileage	OCT-2014
2,461	Other	Forecast & Budgeting - Corporate			49.86	49.86	923900	J706-0020-1014 Adjustment USD	Contractor - Jim Jackson mileage	OCT-2014
2,462	Other	Forecast & Budgeting - Corporate			385.56	385.56	923900	J034-0020-1014 Adjustment USD	True-up of IT Prepays	OCT-2014
2,463	Other	Forecast & Budgeting - Corporate			594.16	594.16	923900	J034-0020-1014 Adjustment USD	True-up of IT Prepays	OCT-2014
2,464	Other	Forecast & Budgeting - Corporate			859.23	859.23	923900	J034-0020-1014 Adjustment USD	True-up of IT Prepays	OCT-2014

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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)			
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period	
2,465	Other	Forecast & Budgeting - Corporate			1,385.06	1,385.06	923900	J034-0020-1014	Adjustment USD	True-up of IT Prepays	OCT-2014
2,466	Other	Forecast & Budgeting - Corporate			4,621.01	4,621.01	923900	J034-0020-1014	Adjustment USD	True-up of IT Prepays	OCT-2014
2,467	Other	FOREFRONT GROUP LLC, THE			1,615.62	1,615.62	923900	0304LGEKU		CLEMENTS - CHARGES FOR TWO 2-DAY TRAINING SESSIONS, SIX INSTRUCTORS, TRAVEL & EXPENSES - INVOICE #0304LGEKU	MAR-2014
2,468	Other	FOREFRONT GROUP LLC, THE			3,803.04	3,803.04	923900	0304LGEKU		CLEMENTS - CHARGES FOR TWO 2-DAY TRAINING SESSIONS, SIX INSTRUCTORS, TRAVEL & EXPENSES - INVOICE #0304LGEKU	MAR-2014
2,469	Other	FOREFRONT GROUP LLC, THE			8,308.88	8,308.88	923900	0304LGEKU		CLEMENTS - CHARGES FOR TWO 2-DAY TRAINING SESSIONS, SIX INSTRUCTORS, TRAVEL & EXPENSES - INVOICE #0304LGEKU	MAR-2014
2,470	Other	FOREFRONT GROUP LLC, THE			474.54	474.54	923900	053014LGEKU		CLEMENTS - TWO 2-DAY TRAINING CLASSES FOR INVENTORY MANAGEMENT SKILLS ENHANCEMENT PROGRAM 5/27 - 5/30/2014 WITH TWO INSTRUCTORS & THEIR TRAVEL EXPENSES - INVOICE #053014LGEKU	JUN-2014
2,471	Other	FOREFRONT GROUP LLC, THE			871.07	871.07	923900	053014LGEKU		CLEMENTS - TWO 2-DAY TRAINING CLASSES FOR INVENTORY MANAGEMENT SKILLS ENHANCEMENT PROGRAM 5/27 - 5/30/2014 WITH TWO INSTRUCTORS & THEIR TRAVEL EXPENSES - INVOICE #053014LGEKU	JUN-2014
2,472	Other	FOREFRONT GROUP LLC, THE			9,289.62	9,289.62	923900	053014LGEKU		CLEMENTS - TWO 2-DAY TRAINING CLASSES FOR INVENTORY MANAGEMENT SKILLS ENHANCEMENT PROGRAM 5/27 - 5/30/2014 WITH TWO INSTRUCTORS & THEIR TRAVEL EXPENSES - INVOICE #053014LGEKU	JUN-2014
2,473	Other	FOREFRONT GROUP LLC, THE			1,815.00	1,815.00	923900	082814LGEKU		CLEMENTS - CAREER DEVELOPMENT PROGRAM, PROJECT LAUNCH/SCHEDULE DEVELOPMENT (T	OCT-2014
2,474	Other	FREDERICK ASSET PROTECTION LLC			128.00	128.00	923100	1773		-Pay Frederick Asset Protection Invoice #1773 for off duty police at EW Brown	AUG-2014
2,475	Other	FREEDOM WASTE			45.15	45.15	923100	27-NOV-2013 07:11 KUTL		-FREEDOM WASTE #334874	NOV-2013
2,476	Other	FREEDOM WASTE			155.55	155.55	923100	27-NOV-2013 07:11 KUTL		-FREEDOM WASTE #334874	NOV-2013
2,477	Other	FREEDOM WASTE			1,422.00	1,422.00	923100	29-JUL-2014 10:07 KUTL		-FREEDOM WASTE #334874	JUL-2014
2,478	Other	FREEDOM WASTE			1,148.37	1,148.37	923100	29-SEP-2014 09:09 KUTL		-FREEDOM WASTE #334874	SEP-2014
2,479	Other	FREEDOM WASTE			351.20	351.20	923100	29-OCT-2014 06:10 KUTL		-FREEDOM WASTE #334874	OCT-2014
2,480	Other	GARDA GLOBAL			2,002.56	2,002.56	923900	29-OCT-2014 06:10 SERV		-GARDA CL #474172	OCT-2014
2,481	Other	GARTNER INC			11,301.29	11,301.29	923900	860872		- Enterprise IT Leaders Security and Management membership (02/2014 - 01/2015)	FEB-2014
2,482	Other	GARTNER INC			90,410.32	90,410.32	923900	860872		- Enterprise IT Leaders Security and Management membership (02/2014 - 01/2015)	FEB-2014
2,483	Other	GENERAL SALES COMPANY			184.33	184.33	923900	30-DEC-2013 09:12 KUTL		-GENERAL SALES COMPANY #338073	DEC-2013
2,484	Other	GENERAL SALES COMPANY			449.25	449.25	923900	30-DEC-2013 09:12 KUTL		-GENERAL SALES COMPANY #338073	DEC-2013
2,485	Other	GENERAL SALES COMPANY			591.94	591.94	923900	30-DEC-2013 09:12 KUTL		-GENERAL SALES COMPANY #338073	DEC-2013
2,486	Other	GENERAL SALES COMPANY			459.51	459.51	923900	30-JAN-2014 12:01 KUTL		-GENERAL SALES COMPANY #338073	JAN-2014
2,487	Other	GENERAL SALES COMPANY			124.55	124.55	923900	27-FEB-2014 09:02 KUTL		-GENERAL SALES COMPANY #338073	FEB-2014
2,488	Other	GENERAL SALES COMPANY			348.99	348.99	923900	27-FEB-2014 09:02 KUTL		-GENERAL SALES COMPANY #338073	FEB-2014
2,489	Other	GENERAL SALES COMPANY			76.93	76.93	923900	27-MAR-2014 07:03 KUTL		-GENERAL SALES COMPANY #338073	MAR-2014
2,490	Other	GENERAL SALES COMPANY			667.08	667.08	923900	27-MAR-2014 07:03 KUTL		-GENERAL SALES COMPANY #338073	MAR-2014
2,491	Other	GENERAL SALES COMPANY			131.82	131.82	923900	29-APR-2014 09:04 KUTL		-GENERAL SALES COMPANY #338073	APR-2014
2,492	Other	GENERAL SALES COMPANY			290.44	290.44	923900	29-APR-2014 09:04 KUTL		-GENERAL SALES COMPANY #338073	APR-2014
2,493	Other	GENERAL SALES COMPANY			494.33	494.33	923900	29-APR-2014 09:04 KUTL		-GENERAL SALES COMPANY #338073	APR-2014
2,494	Other	GENERAL SALES COMPANY			127.01	127.01	923900	29-MAY-2014 08:05 KUTL		-GENERAL SALES COMPANY #338073	MAY-2014
2,495	Other	GENERAL SALES COMPANY			225.38	225.38	923900	29-MAY-2014 08:05 KUTL		-GENERAL SALES COMPANY #338073	MAY-2014
2,496	Other	GENERAL SALES COMPANY			635.04	635.04	923900	29-MAY-2014 08:05 KUTL		-GENERAL SALES COMPANY #338073	MAY-2014
2,497	Other	GENERAL SALES COMPANY			123.87	123.87	923900	27-JUN-2014 10:06 KUTL		-GENERAL SALES COMPANY #338073	JUN-2014
2,498	Other	GENERAL SALES COMPANY			236.38	236.38	923900	27-JUN-2014 10:06 KUTL		-GENERAL SALES COMPANY #338073	JUN-2014
2,499	Other	GENERAL SALES COMPANY			183.26	183.26	923900	29-JUL-2014 10:07 KUTL		-GENERAL SALES COMPANY #338073	JUL-2014
2,500	Other	GENERAL SALES COMPANY			355.44	355.44	923900	29-JUL-2014 10:07 KUTL		-GENERAL SALES COMPANY #338073	JUL-2014
2,501	Other	GENERAL SALES COMPANY			46.99	46.99	923900	27-AUG-2014 08:08 KUTL		-GENERAL SALES COMPANY #338073	AUG-2014
2,502	Other	GENERAL SALES COMPANY			173.89	173.89	923900	27-AUG-2014 08:08 KUTL		-GENERAL SALES COMPANY #338073	AUG-2014
2,503	Other	GENERAL SALES COMPANY			394.75	394.75	923900	27-AUG-2014 08:08 KUTL		-GENERAL SALES COMPANY #338073	AUG-2014
2,504	Other	GENERAL SALES COMPANY			447.34	447.34	923900	27-AUG-2014 08:08 KUTL		-GENERAL SALES COMPANY #338073	AUG-2014
2,505	Other	GENERAL SALES COMPANY			42.44	42.44	923900	29-SEP-2014 09:09 KUTL		-GENERAL SALES COMPANY #338073	SEP-2014
2,506	Other	GENERAL SALES COMPANY			132.40	132.40	923900	29-SEP-2014 09:09 KUTL		-GENERAL SALES COMPANY #338073	SEP-2014
2,507	Other	GENERAL SALES COMPANY			166.28	166.28	923900	29-SEP-2014 09:09 KUTL		-GENERAL SALES COMPANY #338073	SEP-2014
2,508	Other	GENERAL SALES COMPANY			236.42	236.42	923900	29-SEP-2014 09:09 KUTL		-GENERAL SALES COMPANY #338073	SEP-2014
2,509	Other	GENERAL SALES COMPANY			131.82	131.82	923900	29-OCT-2014 06:10 KUTL		-GENERAL SALES COMPANY #338073	OCT-2014
2,510	Other	GENERAL SALES COMPANY			166.92	166.92	923900	29-OCT-2014 06:10 KUTL		-GENERAL SALES COMPANY #338073	OCT-2014
2,511	Other	GENERAL SALES COMPANY			302.12	302.12	923900	29-OCT-2014 06:10 KUTL		-GENERAL SALES COMPANY #338073	OCT-2014
2,512	Other	GENERAL SALES COMPANY			322.14	322.14	923900	29-OCT-2014 06:10 KUTL		-GENERAL SALES COMPANY #338073	OCT-2014
2,513	Other	GFS MARKETPLACE			83.26	83.26	923900	31-DEC-2013 11:12 SERV		-GFS MKTPLC #0543 #426472	DEC-2013
2,514	Other	GLOBAL INDUSTRIAL			291.45	291.45	923900	31-DEC-2013 11:12 SERV		-GIH*GLOBALINDUSTRIALEQ #426472	DEC-2013
2,515	Other	GROUPWARE SOLUTIONS INC			12,432.15	12,432.15	923900	5137		-Temporary IT Resource - Leo Romero	NOV-2013
2,516	Other	GROUPWARE SOLUTIONS INC			10,270.80	10,270.80	923900	5196		-Temporary IT Resource - Leo Romero	DEC-2013
2,517	Other	GROUPWARE SOLUTIONS INC			10,810.80	10,810.80	923900	5297		-Temporary IT Resource - Leo Romero	JAN-2014
2,518	Other	GROUPWARE SOLUTIONS INC			11,892.15	11,892.15	923900	5323		-Temporary IT Resource - Leo Romero	FEB-2014
2,519	Other	GROUPWARE SOLUTIONS INC			10,810.80	10,810.80	923900	5382		-Temporary IT Resource - Leo Romero	MAR-2014
2,520	Other	GROUPWARE SOLUTIONS INC			11,351.34	11,351.34	923900	5489		-Temporary IT Resource - Leo Romero	APR-2014
2,521	Other	GROUPWARE SOLUTIONS INC			765.00	765.00	923900	5674		-Temporary IT Resource - Raymond Phillips	JUN-2014
2,522	Other	GROUPWARE SOLUTIONS INC			29.96	29.96	923900	5688		-Mileage	JUL-2014
2,523	Other	GROUPWARE SOLUTIONS INC			3,780.00	3,780.00	923900	5688		-Temporary IT Resource - Raymond Phillips	JUL-2014
2,524	Other	GROUPWARE SOLUTIONS INC			3,420.00	3,420.00	923900	5741		-Temporary IT Resource - Raymond Phillips	AUG-2014
2,525	Other	GROUPWARE SOLUTIONS INC			3,780.00	3,780.00	923900	5802		-Temporary IT Resource - Raymond Phillips	SEP-2014
2,526	Other	GROUPWARE SOLUTIONS INC			1,620.00	1,620.00	923900	5874		-Temporary IT Resource - Raymond Phillips	OCT-2014
2,527	Other	GUY BROWN			2.08	2.08	923900	29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#988443 #388752	APR-2014
2,528	Other	GUY BROWN			2.44	2.44	923900	29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#988443 #388752	APR-2014
2,529	Other	GUY BROWN			2.84	2.84	923900	29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#988443 #388752	APR-2014
2,530	Other	GUY BROWN			3.58	3.58	923900	29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#988443 #388752	APR-2014
2,531	Other	GUY BROWN			3.66	3.66	923900	29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#988443 #388752	APR-2014

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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
2,532	Other	GUY BROWN			8.22	8.22	923900	29-APR-2014 14:04 SERV	-GUY BROWN PD*IN#977611 #388752	APR-2014
2,533	Other	GUY BROWN			9.65	9.65	923900	29-APR-2014 14:04 SERV	-GUY BROWN PD*IN#977611 #388752	APR-2014
2,534	Other	GUY BROWN			11.21	11.21	923900	29-APR-2014 14:04 SERV	-GUY BROWN PD*IN#977611 #388752	APR-2014
2,535	Other	GUY BROWN			14.15	14.15	923900	29-APR-2014 14:04 SERV	-GUY BROWN PD*IN#977611 #388752	APR-2014
2,536	Other	GUY BROWN			14.45	14.45	923900	29-APR-2014 14:04 SERV	-GUY BROWN PD*IN#977611 #388752	APR-2014
2,537	Other	GUY BROWN			1.33	1.33	923900	29-MAY-2014 11:05 SERV	-GUY BROWN PD*IN#388377 #388752	MAY-2014
2,538	Other	GUY BROWN			1.48	1.48	923900	29-MAY-2014 11:05 SERV	-GUY BROWN PD*IN#388377 #388752	MAY-2014
2,539	Other	GUY BROWN			1.82	1.82	923900	29-MAY-2014 11:05 SERV	-GUY BROWN PD*IN#388377 #388752	MAY-2014
2,540	Other	GUY BROWN			2.18	2.18	923900	29-MAY-2014 11:05 SERV	-GUY BROWN PD*IN#388377 #388752	MAY-2014
2,541	Other	GUY BROWN			2.18	2.18	923900	29-MAY-2014 11:05 SERV	-GUY BROWN PD*IN#388377 #388752	MAY-2014
2,542	Other	GUY BROWN			27.89	27.89	923900	29-MAY-2014 11:05 SERV	-GUY BROWN PD*IN#369953 #388752	MAY-2014
2,543	Other	GUY BROWN			30.98	30.98	923900	29-MAY-2014 11:05 SERV	-GUY BROWN PD*IN#369953 #388752	MAY-2014
2,544	Other	GUY BROWN			38.03	38.03	923900	29-MAY-2014 11:05 SERV	-GUY BROWN PD*IN#369953 #388752	MAY-2014
2,545	Other	GUY BROWN			45.64	45.64	923900	29-MAY-2014 11:05 SERV	-GUY BROWN PD*IN#369953 #388752	MAY-2014
2,546	Other	GUY BROWN			45.64	45.64	923900	29-MAY-2014 11:05 SERV	-GUY BROWN PD*IN#369953 #388752	MAY-2014
2,547	Other	HAMMOND, JEFFERY DALE			(83.40)	(83.40)	923900	280737	-Miscellaneous	SEP-2014
2,548	Other	HAY GROUP INC			2,250.00	2,250.00	923900	29-SEP-2014 11:09 SERV	-HAY GROUP INC #422034	OCT-2014
2,549	Other	HAYSE CONTRACTING LLC			2,000.00	2,000.00	923100	719	-HAYSE CONTRACTING LLC - EDDYVILLE FACILITY - INV 719 DATED 12/16/2013	DEC-2013
2,550	Other	HAYSE CONTRACTING LLC			1,079.46	1,079.46	923100	772	-Hayse Contracting - Inv #772 Barlow Project - Install window and air conditioner	MAY-2014
2,551	Other	HAYSE CONTRACTING LLC			1,115.16	1,115.16	923100	772	-Hayse Contracting - Inv #772 Barlow Project - Install window and air conditioner	MAY-2014
2,552	Other	HEADSET PLUS.COM			90.60	90.60	923100	27-AUG-2014 08:08 KUTL	-HEADSET PLUS.COM #334833	AUG-2014
2,553	Other	HEADSET PLUS.COM			327.53	327.53	923100	27-AUG-2014 08:08 KUTL	-HEADSET PLUS.COM #334833	AUG-2014
2,554	Other	HEALTH MANAGEMENT SYSTEMS INC			2,752.75	2,752.75	923900	009328	-2013 Spouse Audit, Invoice #009328	DEC-2013
2,555	Other	HEALTH MANAGEMENT SYSTEMS INC			6,188.18	6,188.18	923900	010778	-2013 Spouse Audit, Invoice #010778	DEC-2013
2,556	Other	HENDERSON SERVICES LLC			192.02	192.02	923900	133811	-Henderson Services - Install 3 dedicated circuits (Simpsonville) Invoice # 13-3811	NOV-2013
2,557	Other	HENDERSON SERVICES LLC			631.55	631.55	923100	133874	-HENDERSON SERVICES- INSTALLATION OF DUCT HEATERS AT BARDSTOWN (INV 13-3874)	NOV-2013
2,558	Other	HENDERSON SERVICES LLC			1,150.50	1,150.50	923900	133811	-Henderson Services - Install 3 dedicated circuits (Simpsonville) Invoice # 13-3811	NOV-2013
2,559	Other	HENDERSON SERVICES LLC			65.87	65.87	923900	133982	-HENDERSON SERVICES - LABOR TO REPAIR LIGHT FIXTURES ON LGE CTR FLOORS 14 AND 23 AS PER INV 13-3982 DATED 12/9/2013	DEC-2013
2,560	Other	HENDERSON SERVICES LLC			98.81	98.81	923900	133981	-HENDERSON SERVICES - LABOR TO REPLACE BALLASTS AND MOTION SENSORS LGE CTR 11TH FLOOR PER INV 13-3981 DATED 12/9/2013	DEC-2013
2,561	Other	HENDERSON SERVICES LLC			121.38	121.38	923900	133980	-HENDERSON SERVICES - LABOR TO PERFORM MISC WORK IN LGE CTR 1ST FL FACILITY SERVICES AREA AS PER INV 13-3980 DATED 12/9/2013	DEC-2013
2,562	Other	HENDERSON SERVICES LLC			309.43	309.43	923900	134141	-HENDERSON SERVICES - REPAIR 3 POLE LIGHTS AND 2 WALLPACKS @ SIMPSONVILLE AS PER INV 13-4141 DATED 12/27/2013	JAN-2014
2,563	Other	HOGAN CONSULTING GROUP INC			14,187.50	14,187.50	923900	9084	-COD ECS	SEP-2014
2,564	Other	HONEYBAKED HAM			125.55	125.55	923900	31-DEC-2013 11:12 SERV	-HONEYBAKED-HAM #0021 #426472	DEC-2013
2,565	Other	HQ CATERING			5,480.67	5,480.67	923100	27-NOV-2013 11:11 SERV	-AVI HQ CATERING #436158	NOV-2013
2,566	Other	HQ CATERING			7,264.86	7,264.86	923100	27-NOV-2013 11:11 SERV	-AVI HQ CATERING #436158	NOV-2013
2,567	Other	HQ CATERING			2,761.99	2,761.99	923900	27-FEB-2014 13:02 SERV	-AVI HQ CATERING #436158	FEB-2014
2,568	Other	HQ CATERING			3,534.31	3,534.31	923900	27-FEB-2014 13:02 SERV	-AVI HQ CATERING #436158	FEB-2014
2,569	Other	HQ CATERING			2,888.15	2,888.15	923900	27-MAR-2014 12:03 SERV	-AVI HQ CATERING #436158	MAR-2014
2,570	Other	HQ CATERING			(5,657.00)	(5,657.00)	923100	27-SEP-2013 15:09 SERV	-AVI HQ CATERING #436158	MAR-2014
2,571	Other	HQ CATERING			(7,100.26)	(7,100.26)	923100	27-SEP-2013 15:09 SERV	-AVI HQ CATERING #436158	MAR-2014
2,572	Other	HQ CATERING			3,035.96	3,035.96	923900	29-APR-2014 14:04 SERV	-AVI HQ CATERING #436158	APR-2014
2,573	Other	HQ CATERING			3,860.69	3,860.69	923900	27-JUN-2014 13:06 SERV	-AVI HQ CATERING #436158	JUN-2014
2,574	Other	HQ CATERING			2,785.20	2,785.20	923900	27-AUG-2014 13:08 SERV	-AVI HQ CATERING #436158	AUG-2014
2,575	Other	HQ CATERING			3,024.88	3,024.88	923900	27-AUG-2014 13:08 SERV	-AVI HQ CATERING #436158	AUG-2014
2,576	Other	HQ CATERING			3,556.07	3,556.07	923900	27-AUG-2014 13:08 SERV	-AVI HQ CATERING #436158	AUG-2014
2,577	Other	HQ CATERING			2,883.39	2,883.39	923900	29-SEP-2014 11:09 SERV	-AVI HQ CATERING #436158	OCT-2014
2,578	Other	HQ CATERING			3,039.65	3,039.65	923900	29-OCT-2014 06:10 SERV	-AVI HQ CATERING #436158	OCT-2014
2,579	Other	HR LINK GROUP INC			2,061.90	2,061.90	923900	14902	-Temporary IT Resources (Ravi Arusam - Award Rec)	DEC-2013
2,580	Other	HR LINK GROUP INC			1,030.95	1,030.95	923900	14942	-Temporary IT Resources (Ravi Arusam - Award Rec)	JAN-2014
2,581	Other	HR LINK GROUP INC			3,608.33	3,608.33	923900	14985	-Temporary IT Resources (Ravi Arusam - Award Rec)	FEB-2014
2,582	Other	HR LINK GROUP INC			5,670.24	5,670.24	923900	15023	-Temporary IT Resources (Ravi Arusam - Award Rec)	MAR-2014
2,583	Other	HR LINK GROUP INC			10,309.52	10,309.52	923900	15071	-Temporary IT Resources (Ravi Arusam - Award Rec)	APR-2014
2,584	Other	HUMAN SYSTEMS TECHNOLOGY			293.25	293.25	923900	0614LGE4097	-Human Systems Technology Corporation invoice number 06-14-LGE-4097, dated June 2, 2014, for professional services retainer fee.	JUN-2014
2,585	Other	INTERLOC SOLUTIONS INC			564.28	564.28	923900	4232	-Expenses (not to exceed)	NOV-2013
2,586	Other	INTERLOC SOLUTIONS INC			6,499.48	6,499.48	923900	4232	-Maximo 7.5 Application Support	NOV-2013
2,587	Other	INTERLOC SOLUTIONS INC			5,199.59	5,199.59	923900	4266	-Amendment 1 Additional 104 hours	DEC-2013
2,588	Other	INTERLOC SOLUTIONS INC			6,499.48	6,499.48	923900	4266	-Maximo 7.5 Application Support	DEC-2013
2,589	Other	INTERLOC SOLUTIONS INC			2.83	2.83	923900	4304	-Expenses (not to exceed)	JAN-2014
2,590	Other	INTERLOC SOLUTIONS INC			3,249.74	3,249.74	923900	4304	-Amendment 1 Additional 104 hours	JAN-2014
2,591	Other	IRISE			(2,500.00)	(2,500.00)	923900	20116	-COD ECS Training - 2 iRise Experienced (up to 5 attendees) (4 days), Project Mentoring (16 days), iRise Visualization Library - iDoc (10 days)	JUN-2014
2,592	Other	IRISE			2,500.00	2,500.00	923900	20116	-COD ECS Training - 2 iRise Experienced (up to 5 attendees) (4 days), Project Mentoring (16 days), iRise Visualization Library - iDoc (10 days)	JUN-2014
2,593	Other	IRISE			2,500.00	2,500.00	923900	20116	-Training - 2 iRise Experienced (up to 5 attendees) (4 days), Project Mentoring (16 days), iRise Visualization Library - iDoc (10 days)	JUN-2014
2,594	Other	IVEY MECHANICAL LLC			422.72	422.72	923900	KY43616	-Ivey Mechanical-Invoice 43616 dated 10/25/2013; Simpsonville: Rebuild Spare AHU motor for 4/5 Return Fans: LABOR	NOV-2013

KENTUCKY UTILITIES COMPANY

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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
2,595	Other	IVEY MECHANICAL LLC			296.00	296.00	923900	KY46834	-IVEY MECHANICAL -DANVILLE STOREROM NO HEAT -PUT BLOWER DOOR ON AND THAWED COIL; INV KY46834 DATED 11/22/2013	DEC-2013
2,596	Other	IVEY MECHANICAL LLC			400.63	400.63	923900	KY46941	-IVEY MECHANICAL -SIMPSONVILLE - REPLACED CONTROL TRANSFORMER ON TOWER #2; INV KY46941 DATED 11/27/2013	DEC-2013
2,597	Other	IVEY MECHANICAL LLC			444.00	444.00	923900	KY46791	-IVEY MECHANICAL -CAMPBELLSVILLE STOREROM ADJUSTED EXPANSION VALVE ON ICE MACHING; INV KY46791 DATED 11/21/2013	DEC-2013
2,598	Other	IVEY MECHANICAL LLC			552.45	552.45	923900	KY46969	-IVEY MECHANICAL -DANVILLE STOREROM ELECTRIC UNIT HEATER NOT WORKING, BAD MOTOR WAS REPLACED; INV KY46969 DATED 11/27/2013	DEC-2013
2,599	Other	IVEY MECHANICAL LLC			1,168.26	1,168.26	923100	KY46967	-IVEY MECHANICAL -MAYSVILLE STOREROM HEATERS IN SHOP NOT WORKING-INSTALLED NEW HEAT BULBS ON HEATER ABOVE MAIN DOOR & FOUND BREAKER OFF - RESET; INV KY46967 DATED 11/27/2013	DEC-2013
2,600	Other	IVEY MECHANICAL LLC			8,750.00	8,750.00	923900	KY47265	-IVEY MECHANICAL - REPLACEMENT OF HEAT EXCHANGER PLATES AS PER INV KY47265 DATED 12/19/2013	DEC-2013
2,601	Other	IVEY MECHANICAL LLC			10.00	10.00	923100	KY47297	-Ivey Mechanical-Inspect and repair PTAC unit at Lebanon StoreRoom as per invoice 47297	JAN-2014
2,602	Other	IVEY MECHANICAL LLC			370.00	370.00	923100	KY47297	-Ivey Mechanical-Inspect and repair PTAC unit at Lebanon StoreRoom as per invoice 47297	JAN-2014
2,603	Other	IVEY MECHANICAL LLC			444.00	444.00	923100	KY47534	-IVEY - INV KY47534 DATED 12/31/2013 - MT STERLING STOREROOM- NO HEAT, INSTALLED MOTOR, CAPACITOR, CONTACTOR & LIMIT	JAN-2014
2,604	Other	IVEY MECHANICAL LLC			569.34	569.34	923100	KY47534	-IVEY - INV KY47534 DATED 12/31/2013 - MT STERLING STOREROOM- NO HEAT, INSTALLED MOTOR, CAPACITOR, CONTACTOR & LIMIT	JAN-2014
2,605	Other	IVEY MECHANICAL LLC			765.78	765.78	923100	KY47641	-IVEY - INV KY47641 DATED 12/31/2013 - MAYSVILLE - HEAT PUMP BLOWING COLD AIR, REPLACED DEFROST CONTROL & CHECKED OPERATION	JAN-2014
2,606	Other	IVEY MECHANICAL LLC			1,348.12	1,348.12	923100	KY47355	-Ivey Mechanical-Inspect and repair heat in office and telecom building at Stone Road as per invoice 47355	JAN-2014
2,607	Other	IVEY MECHANICAL LLC			1,443.00	1,443.00	923100	KY47355	-Ivey Mechanical-Inspect and repair heat in office and telecom building at Stone Road as per invoice 47355	JAN-2014
2,608	Other	IVEY MECHANICAL LLC			1.46	1.46	923900	KY48159	-Ivey Mechanical invoices	FEB-2014
2,609	Other	IVEY MECHANICAL LLC			1.52	1.52	923900	KY48339	-Ivey Mechanical invoices	FEB-2014
2,610	Other	IVEY MECHANICAL LLC			1.54	1.54	923900	KY48275	-Ivey Mechanical invoices	FEB-2014
2,611	Other	IVEY MECHANICAL LLC			1.93	1.93	923900	KY48158	-Ivey Mechanical invoices	FEB-2014
2,612	Other	IVEY MECHANICAL LLC			2.85	2.85	923900	KY48161	-Ivey Mechanical invoices	FEB-2014
2,613	Other	IVEY MECHANICAL LLC			3.91	3.91	923900	KY48342	-Ivey Mechanical invoices	FEB-2014
2,614	Other	IVEY MECHANICAL LLC			4.70	4.70	923100	KY48159	-Ivey Mechanical invoices	FEB-2014
2,615	Other	IVEY MECHANICAL LLC			4.84	4.84	923900	KY48156	-Ivey Mechanical invoices	FEB-2014
2,616	Other	IVEY MECHANICAL LLC			4.89	4.89	923100	KY48339	-Ivey Mechanical invoices	FEB-2014
2,617	Other	IVEY MECHANICAL LLC			4.95	4.95	923100	KY48275	-Ivey Mechanical invoices	FEB-2014
2,618	Other	IVEY MECHANICAL LLC			5.05	5.05	923900	KY48340	-Ivey Mechanical invoices	FEB-2014
2,619	Other	IVEY MECHANICAL LLC			5.49	5.49	923900	KY48157	-Ivey Mechanical invoices	FEB-2014
2,620	Other	IVEY MECHANICAL LLC			5.86	5.86	923900	KY48155	-Ivey Mechanical invoices	FEB-2014
2,621	Other	IVEY MECHANICAL LLC			6.10	6.10	923900	KY48349	-Ivey Mechanical invoices	FEB-2014
2,622	Other	IVEY MECHANICAL LLC			6.19	6.19	923100	KY48158	-Ivey Mechanical invoices	FEB-2014
2,623	Other	IVEY MECHANICAL LLC			6.67	6.67	923900	KY48160	-Ivey Mechanical invoices	FEB-2014
2,624	Other	IVEY MECHANICAL LLC			7.97	7.97	923100	KY48159	-Ivey Mechanical invoices	FEB-2014
2,625	Other	IVEY MECHANICAL LLC			8.30	8.30	923100	KY48339	-Ivey Mechanical invoices	FEB-2014
2,626	Other	IVEY MECHANICAL LLC			8.38	8.38	923900	KY48276	-Ivey Mechanical invoices	FEB-2014
2,627	Other	IVEY MECHANICAL LLC			8.41	8.41	923100	KY48275	-Ivey Mechanical invoices	FEB-2014
2,628	Other	IVEY MECHANICAL LLC			9.13	9.13	923100	KY48161	-Ivey Mechanical invoices	FEB-2014
2,629	Other	IVEY MECHANICAL LLC			10.51	10.51	923100	KY48158	-Ivey Mechanical invoices	FEB-2014
2,630	Other	IVEY MECHANICAL LLC			11.51	11.51	923900	KY48167	-Ivey Mechanical invoices	FEB-2014
2,631	Other	IVEY MECHANICAL LLC			11.90	11.90	923900	KY48343	-Ivey Mechanical invoices	FEB-2014
2,632	Other	IVEY MECHANICAL LLC			12.54	12.54	923100	KY48342	-Ivey Mechanical invoices	FEB-2014
2,633	Other	IVEY MECHANICAL LLC			13.36	13.36	923900	KY48348	-Ivey Mechanical invoices	FEB-2014
2,634	Other	IVEY MECHANICAL LLC			15.02	15.02	923900	KY48341	-Ivey Mechanical invoices	FEB-2014
2,635	Other	IVEY MECHANICAL LLC			15.49	15.49	923100	KY48161	-Ivey Mechanical invoices	FEB-2014
2,636	Other	IVEY MECHANICAL LLC			15.53	15.53	923100	KY48156	-Ivey Mechanical invoices	FEB-2014
2,637	Other	IVEY MECHANICAL LLC			15.80	15.80	923900	KY48166	-Ivey Mechanical invoices	FEB-2014
2,638	Other	IVEY MECHANICAL LLC			16.21	16.21	923100	KY48340	-Ivey Mechanical invoices	FEB-2014
2,639	Other	IVEY MECHANICAL LLC			16.26	16.26	923900	KY48338	-Ivey Mechanical invoices	FEB-2014
2,640	Other	IVEY MECHANICAL LLC			16.55	16.55	923900	KY48054	-Ivey Mechanical invoices	FEB-2014
2,641	Other	IVEY MECHANICAL LLC			17.62	17.62	923100	KY48157	-Ivey Mechanical invoices	FEB-2014
2,642	Other	IVEY MECHANICAL LLC			18.80	18.80	923100	KY48155	-Ivey Mechanical invoices	FEB-2014
2,643	Other	IVEY MECHANICAL LLC			19.57	19.57	923100	KY48349	-Ivey Mechanical invoices	FEB-2014
2,644	Other	IVEY MECHANICAL LLC			21.28	21.28	923100	KY48342	-Ivey Mechanical invoices	FEB-2014
2,645	Other	IVEY MECHANICAL LLC			21.40	21.40	923100	KY48160	-Ivey Mechanical invoices	FEB-2014
2,646	Other	IVEY MECHANICAL LLC			26.35	26.35	923100	KY48156	-Ivey Mechanical invoices	FEB-2014
2,647	Other	IVEY MECHANICAL LLC			26.89	26.89	923100	KY48276	-Ivey Mechanical invoices	FEB-2014
2,648	Other	IVEY MECHANICAL LLC			27.50	27.50	923100	KY48340	-Ivey Mechanical invoices	FEB-2014
2,649	Other	IVEY MECHANICAL LLC			29.90	29.90	923100	KY48157	-Ivey Mechanical invoices	FEB-2014
2,650	Other	IVEY MECHANICAL LLC			31.90	31.90	923100	KY48155	-Ivey Mechanical invoices	FEB-2014
2,651	Other	IVEY MECHANICAL LLC			33.21	33.21	923100	KY48349	-Ivey Mechanical invoices	FEB-2014
2,652	Other	IVEY MECHANICAL LLC			36.32	36.32	923100	KY48160	-Ivey Mechanical invoices	FEB-2014
2,653	Other	IVEY MECHANICAL LLC			36.92	36.92	923100	KY48167	-Ivey Mechanical invoices	FEB-2014
2,654	Other	IVEY MECHANICAL LLC			38.16	38.16	923100	KY48343	-Ivey Mechanical invoices	FEB-2014
2,655	Other	IVEY MECHANICAL LLC			42.86	42.86	923100	KY48348	-Ivey Mechanical invoices	FEB-2014
2,656	Other	IVEY MECHANICAL LLC			45.64	45.64	923100	KY48276	-Ivey Mechanical invoices	FEB-2014
2,657	Other	IVEY MECHANICAL LLC			48.18	48.18	923100	KY48341	-Ivey Mechanical invoices	FEB-2014
2,658	Other	IVEY MECHANICAL LLC			50.68	50.68	923100	KY48166	-Ivey Mechanical invoices	FEB-2014
2,659	Other	IVEY MECHANICAL LLC			52.16	52.16	923100	KY48338	-Ivey Mechanical invoices	FEB-2014

KENTUCKY UTILITIES COMPANY
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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
2,660	Other	IVEY MECHANICAL LLC			53.11	53.11	923100	KY48054	-Ivey Mechanical invoices	FEB-2014
2,661	Other	IVEY MECHANICAL LLC			62.65	62.65	923100	KY48167	-Ivey Mechanical invoices	FEB-2014
2,662	Other	IVEY MECHANICAL LLC			64.76	64.76	923100	KY48343	-Ivey Mechanical invoices	FEB-2014
2,663	Other	IVEY MECHANICAL LLC			72.73	72.73	923100	KY48348	-Ivey Mechanical invoices	FEB-2014
2,664	Other	IVEY MECHANICAL LLC			81.76	81.76	923100	KY48341	-Ivey Mechanical invoices	FEB-2014
2,665	Other	IVEY MECHANICAL LLC			86.00	86.00	923100	KY48166	-Ivey Mechanical invoices	FEB-2014
2,666	Other	IVEY MECHANICAL LLC			88.52	88.52	923100	KY48338	-Ivey Mechanical invoices	FEB-2014
2,667	Other	IVEY MECHANICAL LLC			90.12	90.12	923100	KY48054	-Ivey Mechanical invoices	FEB-2014
2,668	Other	IVEY MECHANICAL LLC			1,749.26	1,749.26	923100	KY47790	-Ivey MECHANICAL - INV KY47790 DATED 1/16/2014 - EARLINGTON OP CTR-EASE SIDE UNIT NOT RUNNING - RESET COMMUNICATION SYSTEMS TO UNIT & REPLACED UCM BOARD	FEB-2014
2,669	Other	IVEY MECHANICAL LLC			154.00	154.00	923100	KY48655	-Ivey mechanical inv KY48655 Earlington Storeroom - AC-1063 Not working	MAR-2014
2,670	Other	IVEY MECHANICAL LLC			200.50	200.50	923900	KY48552	-Ivey Mechanical - Inv #48552 Clean Ductless Split - Stone Road	MAR-2014
2,671	Other	IVEY MECHANICAL LLC			232.50	232.50	923900	KY48906	-Ivey mechanical inv KY48906 Danville SRVC - 2 heaters not working requesting quotes	MAR-2014
2,672	Other	IVEY MECHANICAL LLC			85.00	85.00	923900	KY53047	-Ivey Mech Inv#KY53047-Pineville. Drain line stopped up. unstoppped drain. checked filters and equipment	SEP-2014
2,673	Other	IVEY MECHANICAL LLC			444.94	444.94	923100	KY53412	-Ivey Mechanical - Inv #53412 New unit not keeping up on AC at Pineville	SEP-2014
2,674	Other	IVEY MECHANICAL LLC			2,209.79	2,209.79	923100	KY53104	-Ivey Mechanical - Inv #KY53104 unit freezing up in Brad's office - Earlington SR	SEP-2014
2,675	Other	IVEY MECHANICAL LLC			365.40	365.40	923900	KY53694	-Ivey Mech HVAC Services Inv KY53694 Stone Road-No cooling on 2nd floor-replaced filters and control board	OCT-2014
2,676	Other	IVEY MECHANICAL LLC			423.50	423.50	923900	KY53639	-Ivey Mech HVAC Services Pineville call ctr-A/C not working in substation dept offices & crew room.	OCT-2014
2,677	Other	IVEY MECHANICAL LLC			616.00	616.00	923900	KY53640	-Ivey Mech HVAC Services Inv KY53640 Stone Road-Replace compressor on office unit	OCT-2014
2,678	Other	IVEY MECHANICAL LLC			685.00	685.00	923900	KY53694	-Ivey Mech HVAC Services Inv KY53694 Stone Road-No cooling on 2nd floor-replaced filters and control board	OCT-2014
2,679	Other	IVEY MECHANICAL LLC			2,376.31	2,376.31	923900	KY53640	-Ivey Mech HVAC Services Inv KY53640 Stone Road-Replace compressor on office unit	OCT-2014
2,680	Other	J Y LEGNER ASSOCIATES INC			4,408.87	4,408.87	923900	14152	-J Y LEGNER - INV #14152, DATED 10/25/2013	NOV-2013
2,681	Other	J Y LEGNER ASSOCIATES INC			(4,409.00)	(4,409.00)	923900	Reverses "J703-0020-1013 Adjustment USD"	SERVCO Manual Accrual	NOV-2013
2,682	Other	J Y LEGNER ASSOCIATES INC			5,443.38	5,443.38	923900	14331	-J Y LEGNER - CONTRACTED SERVICES FROM WEEK OF OCT 27TH THROUGH WEEK OF NOV 17TH	NOV-2013
2,683	Other	J Y LEGNER ASSOCIATES INC			1,152.26	1,152.26	923900	13396	-invoice for contractor services of Teri Reid	DEC-2013
2,684	Other	J Y LEGNER ASSOCIATES INC			3,418.21	3,418.21	923900	14440	-Lori Douglas - Environmental Department	DEC-2013
2,685	Other	J Y LEGNER ASSOCIATES INC			866.17	866.17	923900	15063	-Pay J.Y. Legner Associates invoice #15063 for Administrative Support 1/30/2014 - 2/23/2014	FEB-2014
2,686	Other	J Y LEGNER ASSOCIATES INC			3,708.06	3,708.06	923900	15050	-Lori Douglas - Environmental Affairs	FEB-2014
2,687	Other	J Y LEGNER ASSOCIATES INC			1,258.18	1,258.18	923900	14892	-Pay J.Y. Legner Associates, Inc Invoice #14892 for Assistant Support 12/23/2013 - 01/14/2014	MAR-2014
2,688	Other	J Y LEGNER ASSOCIATES INC			926.30	926.30	923900	15393	-Technical Temporary Staffing as a result of Bid Process - for Lori Douglas - Environmental Affairs Dept.	APR-2014
2,689	Other	J Y LEGNER ASSOCIATES INC			482.40	482.40	923900	15586	-Pay J.Y. Legner Associates, Inc. Invoice #15586 for Assistant Support 4/21/2014 - 4/25/2014	MAY-2014
2,690	Other	J Y LEGNER ASSOCIATES INC			1,736.64	1,736.64	923900	15405	-Pay J.Y. Legner Associates, Inc. Invoice #15405 for Assistant Support for 3/24/2014 - 4/20/2014	MAY-2014
2,691	Other	J Y LEGNER ASSOCIATES INC			3,659.06	3,659.06	923900	15574	-Technical Temporary Staffing as a result of Bid Process - Lori Douglas - Environmental Affairs	MAY-2014
2,692	Other	J Y LEGNER ASSOCIATES INC			111.51	111.51	923900	15422	-INVOICE (15422) for part-time contractor	JUN-2014
2,693	Other	J Y LEGNER ASSOCIATES INC			3,345.22	3,345.22	923900	15603	-JY Legner invoice (15603) for Part-time worker Bob Wagoner	JUN-2014
2,694	Other	J Y LEGNER ASSOCIATES INC			2,676.17	2,676.17	923900	15929	-JY legner Invoice # 15929 for contractor Bob Wagoner	JUL-2014
2,695	Other	J Y LEGNER ASSOCIATES INC			2,676.17	2,676.17	923900	15760	-JY Legner invoice 15760 for part-time work for bob Wagoner	JUL-2014
2,696	Other	J Y LEGNER ASSOCIATES INC			2,874.15	2,874.15	923900	15902	-Lori Douglas - invoice number 15902	JUL-2014
2,697	Other	J Y LEGNER ASSOCIATES INC			3,345.22	3,345.22	923900	16105	-JY Legner invoice #16105 for contractor Bob Wagoner for scanning project	AUG-2014
2,698	Other	J Y LEGNER ASSOCIATES INC			2,676.17	2,676.17	923900	16241	-JY Legner Invoice # 16241 for contractor Bob Wagoner weeks 8/31, 9/7, 9/14, 9/21/14	SEP-2014
2,699	Other	J&J LEASING & RENTALS INC			118.28	118.28	923900	29-JUL-2014 13:07 SERV	-J&J LEASING&RENTALS INC #419873	JUL-2014
2,700	Other	JACKSON, AUDREY KEITH			(35.59)	(35.59)	923900	257570	-Parking	MAY-2014
2,701	Other	JAY MAY PHOTOGRAPHY			235.70	235.70	923900	508	-Jay May Photography invoice #508 for photo coverage of leadership diversity training 9-17-13.	DEC-2013
2,702	Other	JAY MAY PHOTOGRAPHY			150.00	150.00	923900	543	-Jay May Photography 9th & Broadway - Invoice 543	JUN-2014
2,703	Other	JEFFERSON PVA SERVICE			6.60	6.60	923900	27-MAR-2014 12:03 SERV	-JEFFERSON PVA SERVICE #423578	MAR-2014
2,704	Other	JOHN CONTI COFFEE INC			58.07	58.07	923900	30-JAN-2014 09:01 SERV	-JOHN CONTI COFFEE INC #426472	JAN-2014
2,705	Other	JOHN CONTI COFFEE INC			347.27	347.27	923900	30-JAN-2014 09:01 SERV	-JOHN CONTI COFFEE INC #426472	JAN-2014
2,706	Other	JONES, RON			662.50	662.50	923900	015	-LEGAL CONFERENCE	JUN-2014
2,707	Other	KC WELLNESS			71.23	71.23	923900	30-JAN-2014 09:01 SERV	-KC WELLNESS #419006	JAN-2014
2,708	Other	KC WELLNESS			147.79	147.79	923900	30-JAN-2014 09:01 SERV	-KC WELLNESS INC #419006	JAN-2014
2,709	Other	KC WELLNESS			4,764.50	4,764.50	923900	30-JAN-2014 09:01 SERV	-KC WELLNESS #419006	JAN-2014
2,710	Other	KC WELLNESS			8,375.74	8,375.74	923900	30-JAN-2014 09:01 SERV	-KC WELLNESS INC #419006	JAN-2014
2,711	Other	KC WELLNESS			66.81	66.81	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,712	Other	KC WELLNESS			96.79	96.79	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,713	Other	KC WELLNESS			(135.14)	(135.14)	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,714	Other	KC WELLNESS			158.73	158.73	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,715	Other	KC WELLNESS			378.92	378.92	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,716	Other	KC WELLNESS			1,693.12	1,693.12	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,717	Other	KC WELLNESS			4,258.70	4,258.70	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,718	Other	KC WELLNESS			6,811.31	6,811.31	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,719	Other	KC WELLNESS			9,662.36	9,662.36	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,720	Other	KC WELLNESS			305.32	305.32	923900	27-MAR-2014 12:03 SERV	-KC WELLNESS INC #419006	MAR-2014
2,721	Other	KC WELLNESS			511.65	511.65	923900	27-MAR-2014 12:03 SERV	-KC WELLNESS INC #419006	MAR-2014
2,722	Other	KC WELLNESS			4,002.86	4,002.86	923900	27-MAR-2014 12:03 SERV	-KC WELLNESS INC #419006	MAR-2014
2,723	Other	KC WELLNESS			4,457.63	4,457.63	923900	27-MAR-2014 12:03 SERV	-KC WELLNESS INC #419006	MAR-2014
2,724	Other	KC WELLNESS			10,515.69	10,515.69	923900	27-MAR-2014 12:03 SERV	-KC WELLNESS INC #419006	MAR-2014
2,725	Other	KC WELLNESS			29.96	29.96	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,726	Other	KC WELLNESS			55.11	55.11	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,727	Other	KC WELLNESS			299.10	299.10	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,728	Other	KC WELLNESS			314.74	314.74	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,729	Other	KC WELLNESS			395.01	395.01	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,730	Other	KC WELLNESS			1,598.12	1,598.12	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,731	Other	KC WELLNESS			2,958.53	2,958.53	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014

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Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
2,732	Other	KC WELLNESS			5,027.40	5,027.40	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,733	Other	KC WELLNESS			5,453.02	5,453.02	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,734	Other	KC WELLNESS			11,936.87	11,936.87	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,735	Other	KC WELLNESS			120.15	120.15	923900	3019	-FUNDING OF GIFT CARDS 2014	JUN-2014
2,736	Other	KC WELLNESS			31.16	31.16	923900	29-MAY-2014 11:05 SERV	-KC WELLNESS INC #419006	JUL-2014
2,737	Other	KC WELLNESS			34.16	34.16	923900	29-MAY-2014 11:05 SERV	-KC WELLNESS INC #419006	JUL-2014
2,738	Other	KC WELLNESS			752.50	752.50	923900	29-JUL-2014 13:07 SERV	-KC WELLNESS INC #419006	JUL-2014
2,739	Other	KC WELLNESS			778.85	778.85	923900	29-MAY-2014 11:05 SERV	-KC WELLNESS INC #419006	JUL-2014
2,740	Other	KC WELLNESS			2,185.85	2,185.85	923900	29-MAY-2014 11:05 SERV	-KC WELLNESS INC #419006	JUL-2014
2,741	Other	KC WELLNESS			250.00	250.00	923900	29-SEP-2014 11:09 SERV	-KC WELLNESS INC #624552	OCT-2014
2,742	Other	KC WELLNESS			1,812.50	1,812.50	923900	29-SEP-2014 11:09 SERV	-KC WELLNESS INC #624552	OCT-2014
2,743	Other	KELLY MITCHELL GROUP INC			2,466.52	2,466.52	923900	59172	-Temporary IT Resource (Brian Kelton)	NOV-2013
2,744	Other	KELLY MITCHELL GROUP INC			2,130.24	2,130.24	923900	70178	-Temporary IT Resource (Brian Kelton)	DEC-2013
2,745	Other	KELLY MITCHELL GROUP INC			2,214.24	2,214.24	923900	71231	-Temporary IT Resource (Brian Kelton)	JAN-2014
2,746	Other	KELLY MITCHELL GROUP INC			37.45	37.45	923900	72382	-Mileage	FEB-2014
2,747	Other	KELLY MITCHELL GROUP INC			2,466.52	2,466.52	923900	72381	-Temporary IT Resource (Brian Kelton)	FEB-2014
2,748	Other	KELLY MITCHELL GROUP INC			2,554.55	2,554.55	923900	72382	-Temporary IT Resource - Clinton Bartley	FEB-2014
2,749	Other	KELLY MITCHELL GROUP INC			2,242.24	2,242.24	923900	73085	-Temporary IT Resource (Brian Kelton)	MAR-2014
2,750	Other	KELLY MITCHELL GROUP INC			2,211.41	2,211.41	923900	74518	-Temporary IT Resource (Brian Kelton)	APR-2014
2,751	Other	KELLY MITCHELL GROUP INC			1,904.00	1,904.00	923900	77569	-Temporary IT Resource (Brian Kelton)	MAY-2014
2,752	Other	KENTUCKY FAMILY PRACTICE			37.50	37.50	923900	27-JUN-2014 13:06 SERV	-KENTUCKY FAMILY PRACTICE, #424071	JUN-2014
2,755	Other	KENTUCKY STATE TREASURER			2.25	2.25	923900	02-DEC-2013 09:28KY U	-37891/3560540/2	NOV-2013
2,756	Other	KENTUCKY STATE TREASURER			2.35	2.35	923900	02-DEC-2013 09:28KY U	-55512/181325/1	NOV-2013
2,757	Other	KENTUCKY STATE TREASURER			2.35	2.35	923900	02-DEC-2013 09:28KY U	-55512/181325/3	NOV-2013
2,758	Other	KENTUCKY STATE TREASURER			2.35	2.35	923900	02-DEC-2013 09:28KY U	-55512/181325/4	NOV-2013
2,759	Other	KENTUCKY STATE TREASURER			17.03	17.03	923900	02-DEC-2013 09:28KY U	-69823/131700/1	NOV-2013
2,760	Other	KENTUCKY STATE TREASURER			17.83	17.83	923100	02-DEC-2013 09:28KY U	-70164/27-NOV-2013 11:11 SERV/1	NOV-2013
2,761	Other	KENTUCKY STATE TREASURER			30.03	30.03	923900	02-DEC-2013 09:28KY U	-73018/11095/2	NOV-2013
2,762	Other	KENTUCKY STATE TREASURER			33.86	33.86	923900	02-DEC-2013 09:28KY U	-72209/4232/2	NOV-2013
2,763	Other	KENTUCKY STATE TREASURER			103.53	103.53	923900	02-DEC-2013 09:28KY U	-37894/42508/2	NOV-2013
2,764	Other	KENTUCKY STATE TREASURER			111.86	111.86	923900	02-DEC-2013 09:28KY U	-37894/42508/2	NOV-2013
2,765	Other	KENTUCKY STATE TREASURER			389.97	389.97	923900	02-DEC-2013 09:28KY U	-72209/4232/2	NOV-2013
2,766	Other	KENTUCKY STATE TREASURER			0.46	0.46	923900	02-JAN-2014 10:51KY U	-17107/4413/1	DEC-2013
2,767	Other	KENTUCKY STATE TREASURER			0.46	0.46	923900	02-JAN-2014 10:51KY U	-17107/4414/1	DEC-2013
2,768	Other	KENTUCKY STATE TREASURER			0.75	0.75	923900	02-JAN-2014 10:51KY U	-19907/51316675001/1	DEC-2013
2,769	Other	KENTUCKY STATE TREASURER			1.52	1.52	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,770	Other	KENTUCKY STATE TREASURER			1.52	1.52	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,771	Other	KENTUCKY STATE TREASURER			1.55	1.55	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,772	Other	KENTUCKY STATE TREASURER			7.05	7.05	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,773	Other	KENTUCKY STATE TREASURER			8.33	8.33	923100	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,774	Other	KENTUCKY STATE TREASURER			10.28	10.28	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,775	Other	KENTUCKY STATE TREASURER			10.29	10.29	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,776	Other	KENTUCKY STATE TREASURER			10.98	10.98	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,777	Other	KENTUCKY STATE TREASURER			11.04	11.04	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,778	Other	KENTUCKY STATE TREASURER			12.54	12.54	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,779	Other	KENTUCKY STATE TREASURER			16.61	16.61	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,780	Other	KENTUCKY STATE TREASURER			16.70	16.70	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,781	Other	KENTUCKY STATE TREASURER			17.49	17.49	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,782	Other	KENTUCKY STATE TREASURER			21.96	21.96	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,783	Other	KENTUCKY STATE TREASURER			28.88	28.88	923900	02-JAN-2014 10:51KY U	-17107/4414/1	DEC-2013
2,784	Other	KENTUCKY STATE TREASURER			33.38	33.38	923900	02-JAN-2014 10:51KY U	-17107/4413/1	DEC-2013
2,785	Other	KENTUCKY STATE TREASURER			39.46	39.46	923900	02-JAN-2014 10:51KY U	-17107/4413/1	DEC-2013
2,786	Other	KENTUCKY STATE TREASURER			50.16	50.16	923900	02-JAN-2014 10:51KY U	-17107/4414/1	DEC-2013
2,787	Other	KENTUCKY STATE TREASURER			56.85	56.85	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,788	Other	KENTUCKY STATE TREASURER			59.89	59.89	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,789	Other	KENTUCKY STATE TREASURER			64.85	64.85	923900	02-JAN-2014 10:51KY U	-17270/24065/2	DEC-2013
2,790	Other	KENTUCKY STATE TREASURER			78.04	78.04	923900	02-JAN-2014 10:51KY U	-19907/51316675001/1	DEC-2013
2,791	Other	KENTUCKY STATE TREASURER			92.85	92.85	923900	02-JAN-2014 10:51KY U	-72997/1654/1	DEC-2013
2,792	Other	KENTUCKY STATE TREASURER			2,085.33	2,085.33	923900	02-JAN-2014 10:51KY U	-69346/C162300/2	DEC-2013
2,793	Other	KENTUCKY STATE TREASURER			2,801.80	2,801.80	923900	02-JAN-2014 10:51KY U	-15730/2013221002/1	DEC-2013
2,794	Other	KENTUCKY STATE TREASURER			1.50	1.50	923100	03-FEB-2014 09:44KY U	-53614/50754/1	JAN-2014
2,795	Other	KENTUCKY STATE TREASURER			5.24	5.24	923900	03-FEB-2014 09:57KY U	-72470/10069864-00/1	JAN-2014
2,796	Other	KENTUCKY STATE TREASURER			6.80	6.80	923100	03-FEB-2014 09:57KY U	-16333/47106/1	JAN-2014
2,797	Other	KENTUCKY STATE TREASURER			14.45	14.45	923900	03-FEB-2014 09:57KY U	-70164/30-JAN-2014 09:01 SERV/1	JAN-2014
2,798	Other	KENTUCKY STATE TREASURER			18.49	18.49	923900	03-FEB-2014 09:57KY U	-70164/30-JAN-2014 09:01 SERV/1	JAN-2014
2,799	Other	KENTUCKY STATE TREASURER			39.78	39.78	923100	03-FEB-2014 09:57KY U	-41635/669905/1	JAN-2014
2,800	Other	KENTUCKY STATE TREASURER			22.66	22.66	923900	01-MAR-2014 13:40KY U	-18908/185296/1	FEB-2014
2,801	Other	KENTUCKY STATE TREASURER			64.83	64.83	923900	01-MAR-2014 13:40KY U	-18908/185296/1	FEB-2014
2,802	Other	KENTUCKY STATE TREASURER			8.14	8.14	923900	01-APR-2014 12:46KY U	-15250/179561/2	MAR-2014
2,803	Other	KENTUCKY STATE TREASURER			24.89	24.89	923900	01-APR-2014 12:46KY U	-15250/179562/2	MAR-2014
2,804	Other	KENTUCKY STATE TREASURER			27.84	27.84	923900	01-APR-2014 12:25KY U	-13450/140628/1	MAR-2014
2,805	Other	KENTUCKY STATE TREASURER			36.84	36.84	923900	01-APR-2014 12:46KY U	-15250/179562/1	MAR-2014
2,806	Other	KENTUCKY STATE TREASURER			181.68	181.68	923900	01-APR-2014 12:46KY U	-70164/27-MAR-2014 12:03 SERV/1	MAR-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
2,807	Other	KENTUCKY STATE TREASURER			0.07	0.07	923900	01-MAY-2014 09:44KY U	-24102/073381731/6	APR-2014
2,808	Other	KENTUCKY STATE TREASURER			0.07	0.07	923900	01-MAY-2014 09:44KY U	-24102/073381731/7	APR-2014
2,809	Other	KENTUCKY STATE TREASURER			0.09	0.09	923900	01-MAY-2014 09:44KY U	-24102/073381731/5	APR-2014
2,810	Other	KENTUCKY STATE TREASURER			0.17	0.17	923900	01-MAY-2014 09:44KY U	-24102/073228371/6	APR-2014
2,811	Other	KENTUCKY STATE TREASURER			0.17	0.17	923900	01-MAY-2014 09:44KY U	-24102/073228371/7	APR-2014
2,812	Other	KENTUCKY STATE TREASURER			0.17	0.17	923900	01-MAY-2014 09:44KY U	-24102/073381731/3	APR-2014
2,813	Other	KENTUCKY STATE TREASURER			0.18	0.18	923900	01-MAY-2014 09:44KY U	-24102/129913064/7	APR-2014
2,814	Other	KENTUCKY STATE TREASURER			0.19	0.19	923900	01-MAY-2014 09:44KY U	-24102/129913064/6	APR-2014
2,815	Other	KENTUCKY STATE TREASURER			0.22	0.22	923900	01-MAY-2014 09:44KY U	-24102/073228371/5	APR-2014
2,816	Other	KENTUCKY STATE TREASURER			0.24	0.24	923900	01-MAY-2014 09:44KY U	-24102/129913064/5	APR-2014
2,817	Other	KENTUCKY STATE TREASURER			0.32	0.32	923900	01-MAY-2014 09:44KY U	-24102/073381731/8	APR-2014
2,818	Other	KENTUCKY STATE TREASURER			0.41	0.41	923900	01-MAY-2014 09:44KY U	-24102/073228371/3	APR-2014
2,819	Other	KENTUCKY STATE TREASURER			0.43	0.43	923900	01-MAY-2014 09:44KY U	-24102/073381731/1	APR-2014
2,820	Other	KENTUCKY STATE TREASURER			0.45	0.45	923900	01-MAY-2014 09:44KY U	-24102/129913064/3	APR-2014
2,821	Other	KENTUCKY STATE TREASURER			0.62	0.62	923900	01-MAY-2014 09:44KY U	-24102/073381731/4	APR-2014
2,822	Other	KENTUCKY STATE TREASURER			0.79	0.79	923900	01-MAY-2014 09:44KY U	-24102/073228371/8	APR-2014
2,823	Other	KENTUCKY STATE TREASURER			0.86	0.86	923900	01-MAY-2014 09:44KY U	-24102/129913064/8	APR-2014
2,824	Other	KENTUCKY STATE TREASURER			0.90	0.90	923900	01-MAY-2014 09:44KY U	-24102/073381731/2	APR-2014
2,825	Other	KENTUCKY STATE TREASURER			1.05	1.05	923900	01-MAY-2014 09:44KY U	-24102/073228371/1	APR-2014
2,826	Other	KENTUCKY STATE TREASURER			1.14	1.14	923900	01-MAY-2014 09:44KY U	-24102/129913064/1	APR-2014
2,827	Other	KENTUCKY STATE TREASURER			1.53	1.53	923900	01-MAY-2014 09:44KY U	-24102/073228371/4	APR-2014
2,828	Other	KENTUCKY STATE TREASURER			1.66	1.66	923900	01-MAY-2014 09:44KY U	-24102/129913064/4	APR-2014
2,829	Other	KENTUCKY STATE TREASURER			2.21	2.21	923900	01-MAY-2014 09:44KY U	-24102/073228371/2	APR-2014
2,830	Other	KENTUCKY STATE TREASURER			2.40	2.40	923900	01-MAY-2014 09:44KY U	-24102/129913064/2	APR-2014
2,831	Other	KENTUCKY STATE TREASURER			11.70	11.70	923900	01-MAY-2014 09:44KY U	-18908/186443/1	APR-2014
2,832	Other	KENTUCKY STATE TREASURER			31.08	31.08	923900	01-MAY-2014 09:44KY U	-24102/129913062/7	APR-2014
2,833	Other	KENTUCKY STATE TREASURER			32.65	32.65	923900	01-MAY-2014 09:44KY U	-24102/129913062/6	APR-2014
2,834	Other	KENTUCKY STATE TREASURER			41.03	41.03	923900	01-MAY-2014 09:44KY U	-24102/129913062/5	APR-2014
2,835	Other	KENTUCKY STATE TREASURER			52.80	52.80	923900	01-MAY-2014 09:44KY U	-13450/141388/1	APR-2014
2,836	Other	KENTUCKY STATE TREASURER			59.75	59.75	923900	01-MAY-2014 09:44KY U	-18908/186443/1	APR-2014
2,837	Other	KENTUCKY STATE TREASURER			76.64	76.64	923900	01-MAY-2014 09:44KY U	-24102/129913062/3	APR-2014
2,838	Other	KENTUCKY STATE TREASURER			77.94	77.94	923900	01-MAY-2014 09:44KY U	-13450/141388/1	APR-2014
2,839	Other	KENTUCKY STATE TREASURER			86.40	86.40	923900	01-MAY-2014 09:44KY U	-24102/129913061/7	APR-2014
2,840	Other	KENTUCKY STATE TREASURER			90.76	90.76	923900	01-MAY-2014 09:44KY U	-24102/129913061/6	APR-2014
2,841	Other	KENTUCKY STATE TREASURER			114.06	114.06	923900	01-MAY-2014 09:44KY U	-24102/129913061/5	APR-2014
2,842	Other	KENTUCKY STATE TREASURER			120.00	120.00	923100	01-MAY-2014 09:44KY U	-36586/LOA021814/1	APR-2014
2,843	Other	KENTUCKY STATE TREASURER			147.87	147.87	923900	01-MAY-2014 09:44KY U	-24102/129913062/8	APR-2014
2,844	Other	KENTUCKY STATE TREASURER			196.93	196.93	923900	01-MAY-2014 09:44KY U	-24102/129913062/1	APR-2014
2,845	Other	KENTUCKY STATE TREASURER			213.08	213.08	923900	01-MAY-2014 09:44KY U	-24102/129913061/3	APR-2014
2,846	Other	KENTUCKY STATE TREASURER			285.80	285.80	923900	01-MAY-2014 09:44KY U	-24102/129913062/4	APR-2014
2,847	Other	KENTUCKY STATE TREASURER			411.12	411.12	923900	01-MAY-2014 09:44KY U	-24102/129913061/8	APR-2014
2,848	Other	KENTUCKY STATE TREASURER			414.22	414.22	923900	01-MAY-2014 09:44KY U	-24102/129913062/2	APR-2014
2,849	Other	KENTUCKY STATE TREASURER			547.51	547.51	923900	01-MAY-2014 09:44KY U	-24102/129913061/1	APR-2014
2,850	Other	KENTUCKY STATE TREASURER			794.57	794.57	923900	01-MAY-2014 09:44KY U	-24102/129913061/4	APR-2014
2,851	Other	KENTUCKY STATE TREASURER			1,151.60	1,151.60	923900	01-MAY-2014 09:44KY U	-24102/129913061/2	APR-2014
2,852	Other	KENTUCKY STATE TREASURER			3.36	3.36	923900	02-JUN-2014 22:58KY U	-16333/47610/2	MAY-2014
2,853	Other	KENTUCKY STATE TREASURER			5.78	5.78	923900	02-JUN-2014 22:58KY U	-67734/131400322141/1	MAY-2014
2,854	Other	KENTUCKY STATE TREASURER			47.77	47.77	923900	02-JUN-2014 22:58KY U	-16333/47610/1	MAY-2014
2,855	Other	KENTUCKY STATE TREASURER			530.40	530.40	923900	02-JUN-2014 22:58KY U	-67734/131400322141/1	MAY-2014
2,856	Other	KENTUCKY STATE TREASURER			583.44	583.44	923900	02-JUN-2014 22:58KY U	-67734/131400426141/1	MAY-2014
2,857	Other	KENTUCKY STATE TREASURER			1.07	1.07	923900	01-AUG-2014 10:41KY U	-22891/29628/3	JUL-2014
2,858	Other	KENTUCKY STATE TREASURER			16.83	16.83	923900	01-AUG-2014 10:41KY U	-18908/188171/1	JUL-2014
2,859	Other	KENTUCKY STATE TREASURER			31.57	31.57	923900	01-AUG-2014 10:41KY U	-73040/22111329/1	JUL-2014
2,860	Other	KENTUCKY STATE TREASURER			38.81	38.81	923900	01-AUG-2014 10:41KY U	-22891/29628/1	JUL-2014
2,861	Other	KENTUCKY STATE TREASURER			47.36	47.36	923900	01-AUG-2014 10:41KY U	-73040/22115000/1	JUL-2014
2,862	Other	KENTUCKY STATE TREASURER			65.54	65.54	923900	01-AUG-2014 10:41KY U	-18908/188171/1	JUL-2014
2,863	Other	KENTUCKY STATE TREASURER			72.00	72.00	923900	01-AUG-2014 10:41KY U	-15250/181846/1	JUL-2014
2,864	Other	KENTUCKY STATE TREASURER			105.23	105.23	923900	01-AUG-2014 10:41KY U	-73040/22111333/1	JUL-2014
2,865	Other	KENTUCKY STATE TREASURER			123.00	123.00	923900	01-AUG-2014 10:41KY U	-15730/2013221005/1	JUL-2014
2,866	Other	KENTUCKY STATE TREASURER			157.85	157.85	923900	01-AUG-2014 10:41KY U	-73040/22125673/1	JUL-2014
2,867	Other	KENTUCKY STATE TREASURER			4.14	4.14	923100	02-SEP-2014 13:17KY U	-37894/47615/1	AUG-2014
2,868	Other	KENTUCKY STATE TREASURER			17.87	17.87	923900	02-SEP-2014 13:17KY U	-18908/188748/1	AUG-2014
2,869	Other	KENTUCKY STATE TREASURER			29.79	29.79	923100	02-SEP-2014 13:17KY U	-37894/47615/1	AUG-2014
2,870	Other	KENTUCKY STATE TREASURER			43.20	43.20	923900	02-SEP-2014 13:17KY U	-19379/125045226884/1	AUG-2014
2,871	Other	KENTUCKY STATE TREASURER			57.41	57.41	923900	02-SEP-2014 13:17KY U	-18908/188748/1	AUG-2014
2,872	Other	KENTUCKY STATE TREASURER			(63.90)	(63.90)	923900	01-OCT-2012 08:19KY U	-39287/10019678-00/2	AUG-2014
2,873	Other	KENTUCKY STATE TREASURER			(115.20)	(115.20)	923900	01-OCT-2012 08:19KY U	-23023/962298246/1	AUG-2014
2,874	Other	KENTUCKY STATE TREASURER			7.08	7.08	923900	01-OCT-2014 11:08KY U	-20599/099371/1	SEP-2014
2,875	Other	KENTUCKY STATE TREASURER			11.96	11.96	923900	01-OCT-2014 11:08KY U	-18908/189329/1	SEP-2014
2,876	Other	KENTUCKY STATE TREASURER			59.47	59.47	923900	01-OCT-2014 11:08KY U	-18908/189329/1	SEP-2014
2,877	Other	KENTUCKY STATE TREASURER			0.34	0.34	923100	03-NOV-2014 13:51KY U	-60143/LGE360/5	OCT-2014
2,878	Other	KENTUCKY STATE TREASURER			9.75	9.75	923900	03-NOV-2014 13:51KY U	-70164/29-SEP-2014 11:09 SERV/1	OCT-2014
2,879	Other	KENTUCKY STATE TREASURER			(16.78)	(16.78)	923100	03-NOV-2014 13:51KY U	-60143/LGE360/2	OCT-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
2,880	Other	KENTUCKY STATE TREASURER			22.19	22.19	923100	03-NOV-2014 13:51KY U	-60143/LGE360/1	OCT-2014
2,881	Other	KENTUCKY STATE TREASURER			30.90	30.90	923900	03-NOV-2014 13:51KY U	-17484/486090/1	OCT-2014
2,882	Other	KENTUCKY STATE TREASURER			33.84	33.84	923900	03-NOV-2014 13:51KY U	-15250/183426/2	OCT-2014
2,883	Other	KENTUCKY STATE TREASURER			35.91	35.91	923900	03-NOV-2014 13:51KY U	-17484/486087/1	OCT-2014
2,884	Other	KENTUCKY STATE TREASURER			40.41	40.41	923900	03-NOV-2014 13:51KY U	-15250/183426/1	OCT-2014
2,885	Other	KENTUCKY STATE TREASURER			40.98	40.98	923900	03-NOV-2014 13:51KY U	-15250/184112/1	OCT-2014
2,886	Other	KENTUCKY STATE TREASURER			65.16	65.16	923900	03-NOV-2014 13:51KY U	-20599/099747/1	OCT-2014
2,887	Other	KENTUCKY STATE TREASURER			103.09	103.09	923100	03-NOV-2014 13:51KY U	-16333/48503/1	OCT-2014
2,888	Other	KENTUCKY UNDERGROUND STORAGE INC			125.50	125.50	923900	0038435	-For the storage of Off site records	JAN-2014
2,889	Other	KENTUCKY UNDERGROUND STORAGE INC			125.50	125.50	923900	0039244	-For the storage of Off site records	JAN-2014
2,890	Other	KENTUCKY UNDERGROUND STORAGE INC			125.50	125.50	923900	0039650	-For the storage of Off site records	JAN-2014
2,891	Other	KENTUCKY UNDERGROUND STORAGE INC			125.50	125.50	923900	0038829	-For the storage of Off site records	JAN-2014
2,892	Other	KENTUCKY UNDERGROUND STORAGE INC			125.50	125.50	923900	0037945	-For the storage of Off site records	JAN-2014
2,893	Other	KENTUCKY UNDERGROUND STORAGE INC			125.50	125.50	923900	0040029	-For the storage of Off site records	FEB-2014
2,894	Other	KENTUCKY UNDERGROUND STORAGE INC			125.50	125.50	923900	0040290	-For the storage of Off site records	MAR-2014
2,895	Other	KENTUCKY UNDERGROUND STORAGE INC			125.50	125.50	923900	0040701	-For the storage of Off site records	APR-2014
2,896	Other	KENTUCKY UNDERGROUND STORAGE INC			125.50	125.50	923900	0041250	-For the storage of Off site records	MAY-2014
2,897	Other	KENTUCKY UNDERGROUND STORAGE INC			125.50	125.50	923900	0041633	-For the storage of Off site records	JUN-2014
2,898	Other	KENTUCKY UNDERGROUND STORAGE INC			125.50	125.50	923900	0042051	-For the storage of Off site records	JUL-2014
2,899	Other	KENTUCKY UNDERGROUND STORAGE INC			125.50	125.50	923900	0042317	-For the storage of Off site records	AUG-2014
2,900	Other	KENTUCKY UNDERGROUND STORAGE INC			125.50	125.50	923900	0042787	-For the storage of Off site records	SEP-2014
2,901	Other	KENTUCKY UNDERGROUND STORAGE INC			(3,243.00)	(3,243.00)	923900	0043185	-For the storage of Off site records	OCT-2014
2,902	Other	KENTUCKY UNDERGROUND STORAGE INC			3,368.50	3,368.50	923900	0043185	-For the storage of Off site records	OCT-2014
2,903	Other	KESTE LLC			2,565.60	2,565.60	923900	10684T	-Travel Expenses not to exceed \$20K	NOV-2013
2,904	Other	KESTE LLC			606.85	606.85	923900	10925T	-Travel Expenses not to exceed \$20K	DEC-2013
2,905	Other	KESTE LLC			653.78	653.78	923900	1077IT	-Expenses	DEC-2013
2,906	Other	KESTE LLC			778.64	778.64	923900	10697T	-Expenses	DEC-2013
2,907	Other	KESTE LLC			930.58	930.58	923900	10698T	-Travel Expenses not to exceed \$20K	DEC-2013
2,908	Other	KESTE LLC			7,007.00	7,007.00	923900	10716	-Services for WLS Admin Support	DEC-2013
2,909	Other	KESTE LLC			9,009.00	9,009.00	923900	10777	-SOW for SOA Kickstart Program - Matt Smith	DEC-2013
2,910	Other	KESTE LLC			15,415.40	15,415.40	923900	10881	-Services for WLS Admin Support	DEC-2013
2,911	Other	KESTE LLC			766.40	766.40	923900	11141T	-Travel Expenses	JAN-2014
2,912	Other	KESTE LLC			14,414.40	14,414.40	923900	11065	-Services for WLS Admin Support	JAN-2014
2,913	Other	KESTE LLC			5,605.60	5,605.60	923900	11213	-Services for WLS Admin Support	FEB-2014
2,914	Other	KFORCE INC			7,500.00	7,500.00	923900	4890613	-Temporary IT Resource - Shakeel Mohammed	DEC-2013
2,915	Other	KFORCE INC			3,013.01	3,013.01	923900	4944211	-Temporary IT Resources (Jeff Tevlin - Award Rec)	FEB-2014
2,916	Other	KFORCE INC			6,629.47	6,629.47	923900	4945714	-Temporary IT Resource (Richard Mulders)	FEB-2014
2,917	Other	KFORCE INC			4,533.95	4,533.95	923900	4969909	-Temporary IT Resource (Richard Mulders)	MAR-2014
2,918	Other	KFORCE INC			90.99	90.99	923900	5000547	-Mileage	APR-2014
2,919	Other	KFORCE INC			2,590.83	2,590.83	923900	5000547	-Temporary IT Resource (Richard Mulders)	APR-2014
2,920	Other	KFORCE INC			1,789.76	1,789.76	923900	5025725	-Temporary IT Resource (Richard Mulders)	MAY-2014
2,921	Other	KFORCE INC			2,000.00	2,000.00	923900	5111068	-Temporary IT Resource (Ranjit Yarrapreddy)	AUG-2014
2,922	Other	KFORCE INC			2,680.00	2,680.00	923900	5108966	-Temporary IT Resource - Saritha Pailla	AUG-2014
2,923	Other	KFORCE INC			5,628.00	5,628.00	923900	5168248	-Temporary IT Resource - Saritha Pailla	OCT-2014
2,924	Other	KIZAN TECHNOLOGIES LLC			4,225.00	4,225.00	923900	K14698	-COD ECS Senior Resources	OCT-2014
2,925	Other	KLEIN BROS SAFE AND LOCK CO			54.47	54.47	923900	176895	-Klein Bros. Safe and Lock - Rekey IC Core Invoice #: 176895	NOV-2013
2,926	Other	KLEIN BROS SAFE AND LOCK CO			37.49	37.49	923100	27-NOV-2013 11:11 SERV	-KLEIN BROTHERS SAFE & LO #419295	NOV-2013
2,927	Other	KLEIN BROS SAFE AND LOCK CO			54.75	54.75	923100	27-NOV-2013 11:11 SERV	-KLEIN BROTHERS SAFE & LO #419295	NOV-2013
2,928	Other	KLEIN BROS SAFE AND LOCK CO			62.62	62.62	923100	27-NOV-2013 11:11 SERV	-KLEIN BROTHERS SAFE & LO #419295	NOV-2013
2,929	Other	KLEIN BROS SAFE AND LOCK CO			638.80	638.80	923100	27-NOV-2013 11:11 SERV	-KLEIN BROTHERS SAFE & LO #419295	NOV-2013
2,930	Other	KLEIN BROS SAFE AND LOCK CO			103.87	103.87	923100	31-DEC-2013 11:12 SERV	-KLEIN BROTHERS SAFE & LO #419295	DEC-2013
2,931	Other	KLEIN BROS SAFE AND LOCK CO			428.81	428.81	923100	31-DEC-2013 11:12 SERV	-KLEIN BROTHERS SAFE & LO #419295	DEC-2013
2,932	Other	KLEIN BROS SAFE AND LOCK CO			247.75	247.75	923900	177718	-Pay Klein Bros. Safe & Lock Invoice #177718 for Electric Strike for LG&E Building	JAN-2014
2,933	Other	KLEIN BROS SAFE AND LOCK CO			12.49	12.49	923100	30-JAN-2014 09:01 SERV	-KLEIN BROTHERS SAFE & LO #419295	JAN-2014
2,934	Other	KLEIN BROS SAFE AND LOCK CO			12.91	12.91	923100	30-JAN-2014 09:01 SERV	-KLEIN BROTHERS SAFE & LO #419295	JAN-2014
2,935	Other	KLEIN BROS SAFE AND LOCK CO			586.00	586.00	923900	179039	-Pay Klein Bros. Safe & Lock Invoice #179039 for Morganfield door strike.	FEB-2014
2,936	Other	KLEIN BROS SAFE AND LOCK CO			12.49	12.49	923900	27-FEB-2014 13:02 SERV	-KLEIN BROTHERS SAFE & LO #419295	FEB-2014
2,937	Other	KLEIN BROS SAFE AND LOCK CO			12.49	12.49	923900	27-FEB-2014 13:02 SERV	-KLEIN BROTHERS SAFE & LO #419295	FEB-2014
2,938	Other	KLEIN BROS SAFE AND LOCK CO			73.89	73.89	923900	27-FEB-2014 13:02 SERV	-KLEIN BROTHERS SAFE & LO #031246	FEB-2014
2,939	Other	KLEIN BROS SAFE AND LOCK CO			135.65	135.65	923900	179561	-Pay Klein Bros. Safe & Lock Invoice #179562 for electric strike replacement at One Quality and Invoice #179561 lock repair at AOC	MAR-2014
2,940	Other	KLEIN BROS SAFE AND LOCK CO			414.85	414.85	923900	179562	-Pay Klein Bros. Safe & Lock Invoice #179562 for electric strike replacement at One Quality and Invoice #179561 lock repair at AOC	MAR-2014
2,941	Other	KLEIN BROS SAFE AND LOCK CO			614.00	614.00	923900	179562	-Pay Klein Bros. Safe & Lock Invoice #179562 for electric strike replacement at One Quality and Invoice #179561 lock repair at AOC	MAR-2014
2,942	Other	KLEIN BROS SAFE AND LOCK CO			2.84	2.84	923900	27-MAR-2014 12:03 SERV	-KLEIN BROTHERS SAFE & LO #419295	MAR-2014
2,943	Other	KLEIN BROS SAFE AND LOCK CO			12.49	12.49	923900	27-MAR-2014 12:03 SERV	-KLEIN BROTHERS SAFE & LO #419295	MAR-2014
2,944	Other	KLEIN BROS SAFE AND LOCK CO			495.50	495.50	923900	27-MAR-2014 12:03 SERV	-KLEIN BROTHERS SAFE & LO #419295	MAR-2014
2,945	Other	KLEIN BROS SAFE AND LOCK CO			12.49	12.49	923900	29-APR-2014 14:04 SERV	-KLEIN BROTHERS SAFE & LO #031246	APR-2014
2,946	Other	KLEIN BROS SAFE AND LOCK CO			49.95	49.95	923900	29-APR-2014 14:04 SERV	-KLEIN BROTHERS SAFE & LO #419295	APR-2014
2,947	Other	KLEIN BROS SAFE AND LOCK CO			57.68	57.68	923900	29-APR-2014 14:04 SERV	-KLEIN BROTHERS SAFE & LO #419295	APR-2014
2,948	Other	KLEIN BROS SAFE AND LOCK CO			374.62	374.62	923900	29-APR-2014 14:04 SERV	-KLEIN BROTHERS SAFE & LO #031246	APR-2014
2,949	Other	KLEIN BROS SAFE AND LOCK CO			131.45	131.45	923900	29-MAY-2014 11:05 SERV	-KLEIN BROTHERS SAFE & LO #419295	MAY-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
2,950	Other	KLEIN BROS SAFE AND LOCK CO			381.00	381.00	923900	181318	-Pay Klein Bros. Safe & Lock Invoice #181318 for Electric Strike replacement at Dix Dam	JUN-2014
2,951	Other	KLEIN BROS SAFE AND LOCK CO			495.00	495.00	923900	181318	-Pay Klein Bros. Safe & Lock Invoice #181318 for Electric Strike replacement at Dix Dam	JUN-2014
2,952	Other	KLEIN BROS SAFE AND LOCK CO			17.87	17.87	923900	27-JUN-2014 13:06 SERV	-KLEIN BROTHERS SAFE & LO #419295	JUN-2014
2,953	Other	KLEIN BROS SAFE AND LOCK CO			31.25	31.25	923900	27-JUN-2014 13:06 SERV	-KLEIN BROTHERS SAFE & LO #419295	JUN-2014
2,954	Other	KLEIN BROS SAFE AND LOCK CO			249.75	249.75	923900	27-JUN-2014 13:06 SERV	-KLEIN BROTHERS SAFE & LO #419295	JUN-2014
2,955	Other	KLEIN BROS SAFE AND LOCK CO			1,200.00	1,200.00	923900	181846	-Pay Klein Bros. Safe & Lock Invoice #181846 for Fire King File Cabinet and Invoice #181847 Electric Strike replacement at 9th floor One Quality	JUL-2014
2,956	Other	KLEIN BROS SAFE AND LOCK CO			52.95	52.95	923900	29-JUL-2014 13:07 SERV	-KLEIN BROTHERS SAFE & LO #419295	JUL-2014
2,957	Other	KLEIN BROS SAFE AND LOCK CO			92.48	92.48	923900	29-JUL-2014 13:07 SERV	-KLEIN BROTHERS SAFE & LO #031246	JUL-2014
2,958	Other	KLEIN BROS SAFE AND LOCK CO			31.24	31.24	923900	27-AUG-2014 13:08 SERV	-KLEIN BROTHERS SAFE & LO #419295	AUG-2014
2,959	Other	KLEIN BROS SAFE AND LOCK CO			100.00	100.00	923900	27-AUG-2014 13:08 SERV	-KLEIN BROTHERS SAFE & LO #419295	AUG-2014
2,960	Other	KLEIN BROS SAFE AND LOCK CO			(110.70)	(110.70)	923900	168575	-CORRECT ACCT ECS Paying for cyber locks and labor.	OCT-2014
2,961	Other	KLEIN BROS SAFE AND LOCK CO			564.00	564.00	923900	183493	-Pay Klein Bros. Invoice #181225, for cores, Invoice #183426 for electric strike and install at Morehead, and Invoice #183493 for electric strike and install at Mt. Sterling	OCT-2014
2,962	Other	KLEIN BROS SAFE AND LOCK CO			564.00	564.00	923900	183426	-Pay Klein Bros. Invoice #181225, for cores, Invoice #183426 for electric strike and install at Morehead, and Invoice #183493 for electric strike and install at Mt. Sterling	OCT-2014
2,963	Other	KLEIN BROS SAFE AND LOCK CO			576.00	576.00	923900	183493	-Pay Klein Bros. Invoice #181225, for cores, Invoice #183426 for electric strike and install at Morehead, and Invoice #183493 for electric strike and install at Mt. Sterling	OCT-2014
2,964	Other	KLEIN BROS SAFE AND LOCK CO			673.50	673.50	923900	183426	-Pay Klein Bros. Invoice #181225, for cores, Invoice #183426 for electric strike and install at Morehead, and Invoice #183493 for electric strike and install at Mt. Sterling	OCT-2014
2,965	Other	KLEIN BROS SAFE AND LOCK CO			683.00	683.00	923900	184112	-Pay Klein Bros. Safe & Lock Invoice #184112 for door strike replacement at Harlan Business Office	OCT-2014
2,966	Other	KLEIN BROS SAFE AND LOCK CO			959.00	959.00	923900	184112	-Pay Klein Bros. Safe & Lock Invoice #184112 for door strike replacement at Harlan Business Office	OCT-2014
2,967	Other	KLEIN BROS SAFE AND LOCK CO			8.51	8.51	923900	29-SEP-2014 11:09 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,968	Other	KLEIN BROS SAFE AND LOCK CO			12.48	12.48	923900	29-OCT-2014 06:10 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,969	Other	KLEIN BROS SAFE AND LOCK CO			16.69	16.69	923900	29-SEP-2014 11:09 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,970	Other	KLEIN BROS SAFE AND LOCK CO			18.57	18.57	923900	29-SEP-2014 11:09 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,971	Other	KLEIN BROS SAFE AND LOCK CO			31.25	31.25	923900	29-OCT-2014 06:10 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,972	Other	KLEIN BROS SAFE AND LOCK CO			31.25	31.25	923900	29-OCT-2014 06:10 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,973	Other	KLEIN BROS SAFE AND LOCK CO			31.25	31.25	923900	29-OCT-2014 06:10 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,974	Other	KLEIN BROS SAFE AND LOCK CO			62.50	62.50	923900	29-SEP-2014 11:09 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,975	Other	KLEIN BROS SAFE AND LOCK CO			278.55	278.55	923900	29-OCT-2014 06:10 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,976	Other	KLEIN BROS SAFE AND LOCK CO			436.63	436.63	923900	29-SEP-2014 11:09 SERV	-KLEIN BROTHERS SAFE & LO #031246	OCT-2014
2,977	Other	KLEIN BROS SAFE AND LOCK CO			477.58	477.58	923900	29-OCT-2014 06:10 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,978	Other	KMART			147.70	147.70	923900	30-JAN-2014 09:01 SERV	-KMART.COM 7840 #426472	JAN-2014
2,979	Other	KONICA MINOLTA BUSINESS SOLUTIONS			(1,955.06)	(1,955.06)	923900	J017-0020-0814 Adjustment USD	Refund of credit balance	AUG-2014
2,980	Other	KROGER			111.91	111.91	923900	31-DEC-2013 11:12 SERV	-KROGER #752 #426472	DEC-2013
2,981	Other	KROGER			39.45	39.45	923900	30-JAN-2014 09:01 SERV	-KROGER #752 #426472	JAN-2014
2,982	Other	LADYFINGERS FINE CATERINE			31.50	31.50	923100	31-DEC-2013 11:12 SERV	-LADYFINGERS FINE CATERING #419873	DEC-2013
2,983	Other	LAWSON PRODUCTS			302.48	302.48	923900	29-SEP-2014 09:09 KUTL	-LAWSON PRODUCTS #338073	SEP-2014
2,984	Other	LEARNING ASSOCIATES LLC			750.75	750.75	923900	20131111LGE	-Second Payment - invoiced 10/1/13	NOV-2013
2,985	Other	LEARNING ASSOCIATES LLC			2,252.25	2,252.25	923900	20131113LGE	-Final Delivery of Course - invoiced 10/31/13	JAN-2014
2,986	Other	LEE WILSON AND ASSOCIATES INC			16,779.95	16,779.95	923900	741-1	-PROFESSIONAL SERVICES	OCT-2014
2,987	Other	LEXINGTON FAYETTE URBAN			12.82	12.82	923900	110527352065647	-LEXINGTON FAYVEET URBAN COUNTY GOVERNMENT - SEWER USAGE FOR KU LEXINGTON STONE RD FACILITY ACCOUNT	NOV-2013
2,988	Other	LEXINGTON ORTHOPAEDIC ASSOC P S C			2,000.00	2,000.00	923100	LOA021814	#11052735-2065647 - BLANKET THROUGH 2014	APR-2014
2,989	Other	LG FOX INC			23.29	23.29	923900	T0626313	-PROFESSIONAL SERVICES	JAN-2014
2,990	Other	LG FOX INC			39.92	39.92	923900	T0626313	-LG FOX-Provide elec drops required at AOC and Simpsonville as per invoice T0626313 dated 12/30/2013	JAN-2014
2,991	Other	LG FOX INC			204.05	204.05	923900	T0626313	-LG FOX-Provide elec drops required at AOC and Simpsonville as per invoice T0626313 dated 12/30/2013	JAN-2014
2,992	Other	LINEBACH FUNKHOUSER INC			1,569.38	1,569.38	923900	4943	-invoice 4943 - SPCC Updates	NOV-2013
2,993	Other	LINEBACH FUNKHOUSER INC			1,754.54	1,754.54	923900	5119	-invoice #5119 - SPCC Updates/New Substations	APR-2014
2,994	Other	LINKEDIN CORP			15,690.67	15,690.67	923900	3680217	-Linkedin Invoice number 3680217 dated Feb. 20, 2014 for recruiting services.	MAR-2014
2,995	Other	LISK ASSOCIATES LLC			1,195.34	1,195.34	923900	1662	-COD - CORRECT A/C PO 80037	DEC-2013
2,996	Other	LISK ASSOCIATES LLC			116.51	116.51	923900	1701	-Lisk Associates invoice #1701	MAR-2014
2,997	Other	LISK ASSOCIATES LLC			137.61	137.61	923900	1701	-Lisk Associates invoice #1701	MAR-2014
2,998	Other	LISK ASSOCIATES LLC			466.02	466.02	923900	1701	-Lisk Associates invoice #1701	MAR-2014
2,999	Other	LISK ASSOCIATES LLC			450.00	450.00	923900	1749	-Lisk Invoice for OD Associate Candidates	JUN-2014
3,000	Other	LISK ASSOCIATES LLC			867.00	867.00	923900	1684	-COD ECS Invoice for Lisk Associates for HR Associate Job Benchmark for Paul Weis	JUL-2014
3,001	Other	LISK ASSOCIATES LLC			486.00	486.00	923900	1771	-Lisk Acctg Analyst Candidates Mgmt Consulting	AUG-2014
3,002	Other	LISK ASSOCIATES LLC			688.50	688.50	923900	1770	-Tri-Metrics feedback for HR Business analyst candidates	AUG-2014
3,003	Other	LISK ASSOCIATES LLC			112.50	112.50	923900	1789	-Inv #1789 dated 9/16/14 Lisk Associates for career planning assessment for Melinda Denham.	SEP-2014
3,004	Other	LOUISVILLE FINANCIAL ASSOCIATES LLC			552.82	552.82	923900	LOUISV073014	-Pay Harbor Group Invoice for electric strike and mortise replacement	SEP-2014
3,005	Other	LOWES			10.35	10.35	923100	27-NOV-2013 11:11 SERV	-LOWES #00705* #419295	NOV-2013
3,006	Other	LOWES			64.34	64.34	923900	31-DEC-2013 11:12 SERV	-LOWES #00705* #426472	DEC-2013
3,007	Other	LOWES			102.08	102.08	923100	30-DEC-2013 09:12 KUTL	-LOWES #01678* #335004	DEC-2013
3,008	Other	LOWES			181.95	181.95	923100	31-DEC-2013 11:12 SERV	-LOWES #00705* #419295	DEC-2013
3,009	Other	LOWES			21.97	21.97	923900	30-JAN-2014 09:01 SERV	-LOWES #01923* #426472	JAN-2014
3,010	Other	LOWES			79.94	79.94	923100	30-JAN-2014 12:01 KUTL	-LOWES #01678* #335004	JAN-2014
3,011	Other	LOWES			19.81	19.81	923100	27-FEB-2014 09:02 KUTL	-LOWES #00607* #337240	FEB-2014
3,012	Other	MADISONVILLE DISPOSAL, LLC			1,906.68	1,906.68	923100	27-NOV-2013 07:11 KUTL	-MADISONVILLE DISPOSAL, LL #334874	NOV-2013
3,013	Other	MADISONVILLE DISPOSAL, LLC			951.75	951.75	923100	30-DEC-2013 09:12 KUTL	-MADISONVILLE DISPOSAL, LL #334874	DEC-2013
3,014	Other	MADISONVILLE DISPOSAL, LLC			983.95	983.95	923100	30-DEC-2013 09:12 KUTL	-MADISONVILLE DISPOSAL, LL #334874	DEC-2013
3,015	Other	MADISONVILLE DISPOSAL, LLC			939.80	939.80	923100	30-JAN-2014 12:01 KUTL	-MADISONVILLE DISPOSAL, LL #334874	JAN-2014
3,016	Other	MADISONVILLE DISPOSAL, LLC			180.00	180.00	923100	27-MAR-2014 07:03 KUTL	-MADISONVILLE DISPOSAL, LL #334874	MAR-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
3,017	Other	MADISONVILLE DISPOSAL, LLC			1,042.19	1,042.19	923100	29-APR-2014 09:04 KUTL	-MADISONVILLE DISPOSAL, LL #334874	APR-2014
3,018	Other	Manning, Robert			(42.51)	(42.51)	923900	281889	-Meals - Offsite / Mtgs / Business Travel	SEP-2014
3,019	Other	MARK STAHR VOICEOVERS			150.15	150.15	923900	MARK STAHR 2014	-VOICE OR WORK 2014 NERC RELIABILITY STANDRAD TRAINING	MAR-2014
3,020	Other	MARK STAHR VOICEOVERS			50.00	50.00	923900	MARKST0214	-Narration voiceover produced in February 2014	JUN-2014
3,021	Other	MARTY GOLDSMITH			31.07	31.07	923900	MARTY GOLDSMITH	-COD SLR TEAM BUILDING EXERCISE	FEB-2014
3,022	Other	MASS PRODUCTION INC			1,956.48	1,956.48	923900	1407	-invoice #1407 - video of summit	NOV-2013
3,023	Other	MASS PRODUCTION INC			1,336.40	1,336.40	923900	27-FEB-2014 13:02 SERV	-INT*MASS PRODUCTION, INC. #419873	FEB-2014
3,024	Other	MASS PRODUCTION INC			2,261.18	2,261.18	923900	27-FEB-2014 13:02 SERV	-INT*MASS PRODUCTION, INC. #419873	FEB-2014
3,025	Other	MASS PRODUCTION INC			7,170.88	7,170.88	923900	27-FEB-2014 13:02 SERV	-INT*MASS PRODUCTION, INC. #419873	FEB-2014
3,026	Other	MASS PRODUCTION INC			9,936.58	9,936.58	923900	27-MAR-2014 12:03 SERV	-INT*MASS PRODUCTION, INC. #419873	MAR-2014
3,027	Other	MASS PRODUCTION INC			575.58	575.58	923900	1421	-Invoice for video for EOS	APR-2014
3,028	Other	MASS PRODUCTION INC			575.58	575.58	923900	1421	-Invoice for video for EOS	APR-2014
3,029	Other	MASS PRODUCTION INC			2,484.00	2,484.00	923900	1428	-Pay Mass Production, Inc. Invoice #1428 for remake of the NERC CIP Escort Video	MAY-2014
3,030	Other	MASS PRODUCTION INC			638.40	638.40	923900	27-JUN-2014 13:06 SERV	-INT*MASS PRODUCTION, INC. #419873	JUN-2014
3,031	Other	MASS PRODUCTION INC			932.50	932.50	923900	27-JUN-2014 13:06 SERV	-INT*MASS PRODUCTION, INC. #419873	JUN-2014
3,032	Other	MASS PRODUCTION INC			6,927.20	6,927.20	923900	27-JUN-2014 13:06 SERV	-INT*MASS PRODUCTION, INC. #419873	JUN-2014
3,033	Other	MASS PRODUCTION INC			36.40	36.40	923900	1462	-Mass Production Invoice 1457 and 1462	SEP-2014
3,034	Other	MASS PRODUCTION INC			375.20	375.20	923900	1457	-Mass Production Invoice 1457 and 1462	SEP-2014
3,035	Other	MATRIX SYSTEMS INC			757.77	757.77	923900	0100853IN	-Pay Matrix System Inc. Invoice #0100853-IN for card reader repairs	DEC-2013
3,036	Other	MATRIX SYSTEMS INC			2,262.26	2,262.26	923900	0020892PO	-Pay Matrix Systems, Inc Invoice #0020892-PO for Matrix Frontier Software License	MAR-2014
3,037	Other	MC CUSTOM CABINETS INC			250.82	250.82	923900	381	-McCustom Cabinets - rework and install owner furnished cabinets in the LG&E 1st floor Facility Services Office as per inv 381	DEC-2013
3,038	Other	MEDIA LIBRARY INC			1,579.84	1,579.84	923900	LVL20812	-Media Library	NOV-2013
3,039	Other	MEDIA LIBRARY INC			2,206.32	2,206.32	923900	LVL21099	-Media Library Invoice LVL21009	APR-2014
3,040	Other	MEDIA LIBRARY INC			807.52	807.52	923900	LVL21290	-Media Library Invoice LVL21290	JUL-2014
3,041	Other	MEDIA LIBRARY INC			837.33	837.33	923900	LVL21444	-Media Library Invoice LVL21444	JUL-2014
3,042	Other	MEDIA LIBRARY INC			209.29	209.29	923900	LVL21550	-Media Library Invoice LVL21550	AUG-2014
3,043	Other	MEDIA LIBRARY INC			1,187.76	1,187.76	923900	LVL21546	-Media Library Invoice 21546 - July News Monitoring	AUG-2014
3,044	Other	MEDIA LIBRARY INC			1,034.15	1,034.15	923900	LVL21594	-Media Library Invoices LVL21594 and LVL21577	SEP-2014
3,045	Other	MEDIA LIBRARY INC			1,493.26	1,493.26	923900	LVL21630	-Media Library, Campbellsville Fire Incident Invoice LVL21630,	SEP-2014
3,046	Other	MEDIA LIBRARY INC			2,905.58	2,905.58	923900	LVL21359	-Media Library Invoice LVL21359	SEP-2014
3,047	Other	MEDIA LIBRARY INC			4,481.57	4,481.57	923900	LVL21577	-Media Library Invoices LVL21594 and LVL21577	SEP-2014
3,048	Other	MEDIA LIBRARY INC			1,283.56	1,283.56	923900	LVL21640	-Media Library - Campbellsville Fire for September 2014	OCT-2014
3,049	Other	MEDIA LIBRARY INC			1,724.59	1,724.59	923900	LVL21691	-Media Library - September News Monitoring Invoice LVL21691	OCT-2014
3,050	Other	MERCER US INC			632.75	632.75	923900	998194096	-2014 Contact Ctr and Benchmark salary survey Inv#998193866 and 998194096	SEP-2014
3,051	Other	MERCER US INC			3,518.25	3,518.25	923900	998193866	-2014 Contact Ctr and Benchmark salary survey Inv#998193866 and 998194096	SEP-2014
3,052	Other	MERCER US INC			566.50	566.50	923900	998197930	-2014 Comp Survey for Energy Sector Utilities Inv 998197930	OCT-2014
3,053	Other	MERRILL COMMUNICATIONS LLC			15,444.20	15,444.20	923900	1577205	-Merrill Inv. 1577205 re KU Prospectus Supplement of First Mortgage Bonds	JAN-2014
3,054	Other	MERRILL COMMUNICATIONS LLC			1,557.00	1,557.00	923900	1580903	-Merrill Inv. 1577183 re BK Edgar filing for LG&E and KU	FEB-2014
3,055	Other	MICROSOFT CORP			3,554.06	3,554.06	923900	9620730782	-Travel and Expenses	DEC-2013
3,056	Other	MICROSOFT CORP			720.72	720.72	923900	9620742784	-Enterprise Architect, Engagement Management, Expenses	FEB-2014
3,057	Other	MICROSOFT CORP			2,149.65	2,149.65	923900	9620741155	-Enterprise Architect, Engagement Management, Expenses	FEB-2014
3,058	Other	MICROSOFT CORP			798.30	798.30	923900	9620719365	-Enterprise Architect, Engagement Management, Expenses	MAR-2014
3,059	Other	MICROSOFT CORP			2,070.00	2,070.00	923900	9620747136	-Enterprise Architect, Engagement Management, Expenses	JUN-2014
3,060	Other	MICROSOFT CORP			2,790.00	2,790.00	923900	9620748244	-Enterprise Architect, Engagement Management, Expenses	JUN-2014
3,061	Other	MICROSOFT CORP			4,385.00	4,385.00	923900	9620760935	-Enterprise Architect, Engagement Management, Expenses	JUN-2014
3,062	Other	MICROSOFT CORP			3,960.00	3,960.00	923900	9620765972	-Enterprise Architect, Engagement Management, Expenses	JUL-2014
3,063	Other	MICROSOFT CORP			155.00	155.00	923900	9620774991	-Enterprise Architect, Engagement Management, Expenses	AUG-2014
3,064	Other	MICROSOFT CORP			2,595.00	2,595.00	923900	9620777222	-Enterprise Architect, Engagement Management, Expenses	OCT-2014
3,065	Other	MID AMERICA SECURITY SYSTEMS INC			90.00	90.00	923100	30-JAN-2014 12:01 KUTL	-MID-AMERICA SECURITY SYST #337240	JAN-2014
3,066	Other	MID AMERICA SECURITY SYSTEMS INC			382.50	382.50	923900	091480	-Pay Mid America Security Systems, Inc. Invoice #091480 for all 3 Videofied systems quarterly monitoring fee April 2014 - June 2014	MAR-2014
3,067	Other	MID AMERICA SECURITY SYSTEMS INC			118.00	118.00	923900	099371	-Pay Mid America Security Systems, Inc. Invoice #099322 for two Videofied Systems, Invoice #099344 to pull video at Earlinton Storeroom, and Invoice #099371 for Videofied repairs	SEP-2014
3,068	Other	MID AMERICA SECURITY SYSTEMS INC			330.00	330.00	923900	099371	-Pay Mid America Security Systems, Inc. Invoice #099322 for two Videofied Systems, Invoice #099344 to pull video at Earlinton Storeroom, and Invoice #099371 for Videofied repairs	SEP-2014
3,069	Other	MID AMERICA SECURITY SYSTEMS INC			1,045.00	1,045.00	923900	099344	-Pay Mid America Security Systems, Inc. Invoice #099322 for two Videofied Systems, Invoice #099344 to pull video at Earlinton Storeroom, and Invoice #099371 for Videofied repairs	SEP-2014
3,070	Other	MID AMERICA SECURITY SYSTEMS INC			439.00	439.00	923900	099526	-Pay Mid America Security Systems, Inc Invoice #099526 for panic alarms at One Quality	OCT-2014
3,071	Other	MID AMERICA SECURITY SYSTEMS INC			550.00	550.00	923900	099747	-Pay Mid America Security Systems Invoice #099747 for panic alarm repairs at One Quality	OCT-2014
3,072	Other	MID AMERICA SECURITY SYSTEMS INC			615.00	615.00	923900	099526	-Pay Mid America Security Systems, Inc Invoice #099526 for panic alarms at One Quality	OCT-2014
3,073	Other	MID AMERICA SECURITY SYSTEMS INC			1,086.00	1,086.00	923900	099747	-Pay Mid America Security Systems Invoice #099747 for panic alarm repairs at One Quality	OCT-2014
3,074	Other	MODIS INC			4,518.00	4,518.00	923900	5999402	-IT Temporary Resource (Mallika Surthi)	NOV-2013
3,075	Other	MODIS INC			5,849.28	5,849.28	923900	6018215	-IT Temporary Resource (Mallika Surthi)	DEC-2013
3,076	Other	MODIS INC			304.80	304.80	923900	6123074	-Temporary IT Resource (Sher Bhujel)	FEB-2014
3,077	Other	MODIS INC			6,454.80	6,454.80	923900	6154522	-IT Temporary Resource (Mallika Surthi)	FEB-2014
3,078	Other	MODIS INC			7,099.92	7,099.92	923900	6205687	-IT Temporary Resource (Mallika Surthi)	FEB-2014
3,079	Other	MODIS INC			2,133.62	2,133.62	923900	6235790	-Temporary IT Resource (Sher Bhujel)	APR-2014
3,080	Other	MODIS INC			2,437.12	2,437.12	923900	6286413	-Temporary IT Resource (Sher Bhujel)	MAY-2014
3,081	Other	MODIS INC			6,397.44	6,397.44	923900	6394351	-Temporary IT Resource (Sher Bhujel)	JUN-2014
3,082	Other	MODIS INC			6,397.44	6,397.44	923900	6400558	-Temporary IT Resource (Sher Bhujel)	JUL-2014
3,083	Other	MODIS INC			4,390.40	4,390.40	923900	6449296	-Temporary IT Resource (Sher Bhujel)	AUG-2014
3,084	Other	MODIS INC			3,449.60	3,449.60	923900	6498673	-Temporary IT Resource (Sher Bhujel)	SEP-2014

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
3,085	Other	MODUS STRATEGIC SOLUTIONS LLC			896.00	896.00	923900	352168	-PROFESSIONAL SERVICES	MAR-2014
3,086	Other	MODUS STRATEGIC SOLUTIONS LLC			963.20	963.20	923900	352183	-PROFESSIONAL SERVICES	MAR-2014
3,087	Other	MOLLIE H BOWERS			327.15	327.15	923900	MOLLIE031314	-ARBITRATION CANCELLATION FEES	MAR-2014
3,088	Other	MONTASTIC.COM			2.50	2.50	923900	29-JUL-2014 13:07 SERV	-MONTASTIC.COM #980427	JUL-2014
3,089	Other	MS COMMUNITY HEALTH LLC			31.79	31.79	923900	30-JAN-2014 09:01 SERV	-MS COMMUNITY HEALTH LLC #426381	JAN-2014
3,090	Other	MUHENBURG RURAL KING			31.74	31.74	923100	30-DEC-2013 09:12 KUTL	-MUHENBURG RURAL KING #335905	DEC-2013
3,091	Other	MUNSON BUSINESS INTERIORS INC			113.33	113.33	923100	47106	-MBI-INV 47106 1/16/2014- EXTRA CHARGE FOR EARLINGTON INSTALL FOR TEARDOWN OF UNITS AND REINSTALL AT NEW LOCATIONS	JAN-2014
3,092	Other	MUNSON BUSINESS INTERIORS INC			56.00	56.00	923900	47610	-MBI - Proposal #40551 Single high articulating monitor with nominal 20" pole height with wall mount	MAY-2014
3,093	Other	MUNSON BUSINESS INTERIORS INC			796.25	796.25	923900	47610	-MBI - Proposal #40551 Single high articulating monitor with nominal 20" pole height with wall mount	MAY-2014
3,094	Other	MUNSON BUSINESS INTERIORS INC			1,718.10	1,718.10	923100	48503	-MBI - Proposal #41425 for 3 adjustable chairs for Earlington	OCT-2014
3,095	Other	NATIONAL ENVIRONMENTAL			2,850.00	2,850.00	923100	207874	-NEC (Barlow storeroom) Mold Remediation and lab testing invoice #207874 2/12/2014	FEB-2014
3,096	Other	NAVIGANT CONSULTING INC			9,411.68	9,411.68	923900	432852	-PROFESSIONAL SERVICES	SEP-2014
3,097	Other	NAVIGANT CONSULTING INC			11,125.85	11,125.85	923900	432673	-PROFESSIONAL SERVICES	SEP-2014
3,098	Other	NAVIGANT CONSULTING INC			918.07	918.07	923900	440241C	-PROFESSIONAL SERVICES	OCT-2014
3,099	Other	NETGAIN TECHNOLOGIES INC			37.60	37.60	923900	85114	-Invoice # 85114 dated 7/16/14. Ref # 2332. Material for cabling labor for install at Stone St. for Floyd Corman	JUL-2014
3,100	Other	NETGAIN TECHNOLOGIES INC			56.00	56.00	923900	85110	-Invoice # 85110 dated 7/16/14. Ref # 2333. Material for cabling labor for install at Quality St. for Floyd Corman	JUL-2014
3,101	Other	NETGAIN TECHNOLOGIES INC			195.00	195.00	923900	85110	-Invoice # 85110 dated 7/16/14. Ref # 2333. For cabling labor for install at Quality St. for Floyd Corman	JUL-2014
3,102	Other	NETGAIN TECHNOLOGIES INC			195.00	195.00	923900	85114	-Invoice # 85114 dated 7/16/14. Ref # 2332. Cabling labor for install at Stone Street for Floyd Corman	JUL-2014
3,103	Other	NETWORK AND SECURITY TECHNOLOGIES INC			7,500.00	7,500.00	923900	11259	-CIP Network Assessment	JUL-2014
3,104	Other	NEW AGE TECHNOLOGIES INC			1,345.34	1,345.34	923900	214002333	-Temporary IT Resource - Thomas Branch	FEB-2014
3,105	Other	NEWSPAPER SERVICES			204.75	204.75	923100	29-APR-2014 09:04 KUTL	-NEWSPAPER SERVICES 3 #334833	APR-2014
3,106	Other	NEWSPAPER SERVICES			204.75	204.75	923100	29-APR-2014 09:04 KUTL	-NEWSPAPER SERVICES 3 #334833	APR-2014
3,107	Other	NICK BONURA PHOTOGRAPHY			320.32	320.32	923900	27-NOV-2013 11:11 SERV	-NICK BONURA PHOTOGRAPHY L #419873	NOV-2013
3,108	Other	NICK BONURA PHOTOGRAPHY			231.48	231.48	923900	31-DEC-2013 11:12 SERV	-NICK BONURA PHOTOGRAPHY L #419873	DEC-2013
3,109	Other	NICK BONURA PHOTOGRAPHY			548.05	548.05	923900	31-DEC-2013 11:12 SERV	-NICK BONURA PHOTOGRAPHY L #419873	DEC-2013
3,110	Other	NICK BONURA PHOTOGRAPHY			281.12	281.12	923900	121113EV	-NICK BONURA - CLEMENTS - PAYMENT FOR PHOTOGRAPHY FEES & EXPENSES DURING DECEMBER'S COMMERCIAL OPERATIONS HOLIDAY EVENT - INVOICE #121113EV	FEB-2014
3,111	Other	NICK BONURA PHOTOGRAPHY			196.83	196.83	923900	27-MAR-2014 12:03 SERV	-NICK BONURA PHOTOGRAPHY L #419873	MAR-2014
3,112	Other	NICK BONURA PHOTOGRAPHY			907.50	907.50	923900	29-MAY-2014 11:05 SERV	-NICK BONURA PHOTOGRAPHY L #419873	MAY-2014
3,113	Other	NICK BONURA PHOTOGRAPHY			462.50	462.50	923900	27-JUN-2014 13:06 SERV	-NICK BONURA PHOTOGRAPHY L #419873	JUN-2014
3,114	Other	NICK BONURA PHOTOGRAPHY			465.00	465.00	923900	27-JUN-2014 13:06 SERV	-NICK BONURA PHOTOGRAPHY L #419873	JUN-2014
3,115	Other	NICK BONURA PHOTOGRAPHY			1,682.80	1,682.80	923900	27-JUN-2014 13:06 SERV	-NICK BONURA PHOTOGRAPHY L #419873	JUN-2014
3,116	Other	NICK BONURA PHOTOGRAPHY			554.40	554.40	923900	27-AUG-2014 13:08 SERV	-NICK BONURA PHOTOGRAPHY L #419873	AUG-2014
3,117	Other	NICK BONURA PHOTOGRAPHY			226.80	226.80	923900	29-OCT-2014 06:10 SERV	-NICK BONURA PHOTOGRAPHY L #419873	OCT-2014
3,118	Other	NICKS PEST MANAGEMENT			110.00	110.00	923100	27-NOV-2013 07:11 KUTL	-NICKS PEST MANAGEMENT #334833	NOV-2013
3,119	Other	NICKS PEST MANAGEMENT			82.15	82.15	923100	30-DEC-2013 09:12 KUTL	-NICKS PEST MANAGEMENT #334833	DEC-2013
3,120	Other	NICKS PEST MANAGEMENT			110.00	110.00	923100	30-JAN-2014 12:01 KUTL	-NICKS PEST MANAGEMENT #334833	JAN-2014
3,121	Other	NICKS PEST MANAGEMENT			81.00	81.00	923100	27-FEB-2014 09:02 KUTL	-NICKS PEST MANAGEMENT #334833	FEB-2014
3,122	Other	NICKS PEST MANAGEMENT			185.00	185.00	923100	29-APR-2014 09:04 KUTL	-NICKS PEST MANAGEMENT #334833	APR-2014
3,123	Other	NICKS PEST MANAGEMENT			81.00	81.00	923100	29-MAY-2014 08:05 KUTL	-NICKS PEST MANAGEMENT #334833	MAY-2014
3,124	Other	NICKS PEST MANAGEMENT			110.00	110.00	923100	29-JUL-2014 10:07 KUTL	-NICKS PEST MANAGEMENT #334833	JUL-2014
3,125	Other	NICKS PEST MANAGEMENT			82.01	82.01	923100	29-SEP-2014 09:09 KUTL	-NICKS PEST MANAGEMENT #334833	SEP-2014
3,126	Other	NICKS PEST MANAGEMENT			110.00	110.00	923100	29-OCT-2014 06:10 KUTL	-NICKS PEST MANAGEMENT #334833	OCT-2014
3,127	Other	NIXON POWER SERVICES			570.80	570.80	923900	27-NOV-2013 07:11 KUTL	-NIXON POWER SERVICES #338073	NOV-2013
3,128	Other	NIXON POWER SERVICES			1,347.70	1,347.70	923900	27-NOV-2013 07:11 KUTL	-NIXON POWER SERVICES #338073	NOV-2013
3,129	Other	NU YALE CLEANERS			9.16	9.16	923900	31-DEC-2013 11:12 SERV	-NU YALE CLEANERS- 6300 #426472	DEC-2013
3,130	Other	NU YALE CLEANERS			276.40	276.40	923900	31-DEC-2013 11:12 SERV	-NU YALE CLEANERS- 6300 #426472	DEC-2013
3,131	Other	NU YALE CLEANERS			745.72	745.72	923900	30-JAN-2014 09:01 SERV	-NU YALE CLEANERS- 6300 #426472	JAN-2014
3,132	Other	OAK TREE LEADERSHIP COACHING INC			3,315.00	3,315.00	923900	OAKTRE091014	-Leadership, development, 3-months (extension)	SEP-2014
3,133	Other	OAK TREE LEADERSHIP COACHING INC			3,710.00	3,710.00	923900	OAKTRE082914	-Oak Tree Inv. dated 08/29/14 re Coaching	SEP-2014
3,134	Other	OCCUPATIONAL ATHLETICS INC			10,567.96	10,567.96	923900	14042406	-Pay Invoice #14042406, Occupational Athletics, Inc.	MAY-2014
3,135	Other	OCCUPATIONAL PHYSICIAN SERVICES			10.01	10.01	923900	27-NOV-2013 11:11 SERV	-OCCUPATIONAL PHYSICIANS S #926164	NOV-2013
3,136	Other	OCCUPATIONAL PHYSICIAN SERVICES			62.07	62.07	923900	27-NOV-2013 11:11 SERV	-OCCUPATIONAL PHYSICIANS S #426373	NOV-2013
3,137	Other	OCCUPATIONAL PHYSICIAN SERVICES			4,700.00	4,700.00	923900	31-DEC-2013 11:12 SERV	-OCCUPATIONAL PHYSICIANS S #418990	DEC-2013
3,138	Other	OCCUPATIONAL PHYSICIAN SERVICES			6,333.25	6,333.25	923900	31-DEC-2013 11:12 SERV	-OCCUPATIONAL PHYSICIANS S #418990	DEC-2013
3,139	Other	OCCUPATIONAL PHYSICIAN SERVICES			8,700.00	8,700.00	923900	31-DEC-2013 11:12 SERV	-OCCUPATIONAL PHYSICIANS S #418990	DEC-2013
3,140	Other	OCCUPATIONAL PHYSICIAN SERVICES			18,112.50	18,112.50	923900	31-DEC-2013 11:12 SERV	-OCCUPATIONAL PHYSICIANS S #418990	DEC-2013
3,141	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.53	30.53	923900	30-JAN-2014 09:01 SERV	-OCCUPATIONAL PHYSICIANS S #419519	JAN-2014
3,142	Other	OCCUPATIONAL PHYSICIAN SERVICES			37.48	37.48	923900	30-JAN-2014 09:01 SERV	-OCCUPATIONAL PHYSICIANS S #031048	JAN-2014
3,143	Other	OCCUPATIONAL PHYSICIAN SERVICES			22.97	22.97	923900	27-FEB-2014 13:02 SERV	-OCCUPATIONAL PHYSICIANS S #422554	FEB-2014
3,144	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.59	31.59	923900	27-FEB-2014 13:02 SERV	-OCCUPATIONAL PHYSICIANS S #143173	FEB-2014
3,145	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.59	31.59	923900	27-FEB-2014 13:02 SERV	-OCCUPATIONAL PHYSICIANS S #426746	FEB-2014
3,146	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.59	31.59	923900	27-MAR-2014 12:03 SERV	-OCCUPATIONAL PHYSICIANS S #143173	MAR-2014
3,147	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.59	31.59	923900	27-MAR-2014 12:03 SERV	-OCCUPATIONAL PHYSICIANS S #143173	MAR-2014
3,148	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.59	31.59	923900	27-MAR-2014 12:03 SERV	-OCCUPATIONAL PHYSICIANS S #143173	MAR-2014
3,149	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.59	31.59	923900	27-MAR-2014 12:03 SERV	-OCCUPATIONAL PHYSICIANS S #143173	MAR-2014
3,150	Other	OCCUPATIONAL PHYSICIAN SERVICES			20.52	20.52	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #424071	APR-2014
3,151	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.50	30.50	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #772774	APR-2014
3,152	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.70	30.70	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #832693	APR-2014
3,153	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.59	31.59	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #054255	APR-2014
3,154	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.59	31.59	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #235979	APR-2014
3,155	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.76	31.76	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #031048	APR-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
3,156	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.76	31.76	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #031048	APR-2014
3,157	Other	OCCUPATIONAL PHYSICIAN SERVICES			37.28	37.28	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #426746	APR-2014
3,158	Other	OCCUPATIONAL PHYSICIAN SERVICES			41.38	41.38	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #426381	APR-2014
3,159	Other	OCCUPATIONAL PHYSICIAN SERVICES			45.55	45.55	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #926164	APR-2014
3,160	Other	OCCUPATIONAL PHYSICIAN SERVICES			20.50	20.50	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #772774	MAY-2014
3,161	Other	OCCUPATIONAL PHYSICIAN SERVICES			22.96	22.96	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #419873	MAY-2014
3,162	Other	OCCUPATIONAL PHYSICIAN SERVICES			27.45	27.45	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #426381	MAY-2014
3,163	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.50	30.50	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #426159	MAY-2014
3,164	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.50	30.50	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #772774	MAY-2014
3,165	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.50	30.50	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #980427	MAY-2014
3,166	Other	OCCUPATIONAL PHYSICIAN SERVICES			32.33	32.33	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #426746	MAY-2014
3,167	Other	OCCUPATIONAL PHYSICIAN SERVICES			37.21	37.21	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #421374	MAY-2014
3,168	Other	OCCUPATIONAL PHYSICIAN SERVICES			38.16	38.16	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #420574	MAY-2014
3,169	Other	OCCUPATIONAL PHYSICIAN SERVICES			40.32	40.32	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #419873	MAY-2014
3,170	Other	OCCUPATIONAL PHYSICIAN SERVICES			(66.50)	(66.50)	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #426159	MAY-2014
3,171	Other	OCCUPATIONAL PHYSICIAN SERVICES			20.50	20.50	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #138538	JUN-2014
3,172	Other	OCCUPATIONAL PHYSICIAN SERVICES			20.50	20.50	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #424071	JUN-2014
3,173	Other	OCCUPATIONAL PHYSICIAN SERVICES			21.73	21.73	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #143173	JUN-2014
3,174	Other	OCCUPATIONAL PHYSICIAN SERVICES			22.96	22.96	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #419873	JUN-2014
3,175	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.24	26.24	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #424857	JUN-2014
3,176	Other	OCCUPATIONAL PHYSICIAN SERVICES			27.45	27.45	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #418891	JUN-2014
3,177	Other	OCCUPATIONAL PHYSICIAN SERVICES			32.94	32.94	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #054255	JUN-2014
3,178	Other	OCCUPATIONAL PHYSICIAN SERVICES			33.55	33.55	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #031048	JUN-2014
3,179	Other	OCCUPATIONAL PHYSICIAN SERVICES			34.16	34.16	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #419873	JUN-2014
3,180	Other	OCCUPATIONAL PHYSICIAN SERVICES			38.16	38.16	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #421374	JUN-2014
3,181	Other	OCCUPATIONAL PHYSICIAN SERVICES			51.00	51.00	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #070582	JUN-2014
3,182	Other	OCCUPATIONAL PHYSICIAN SERVICES			62.22	62.22	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #471400	JUN-2014
3,183	Other	OCCUPATIONAL PHYSICIAN SERVICES			15.90	15.90	923900	29-JUL-2014 13:07 SERV	-OCCUPATIONAL PHYSICIANS S #398389	JUL-2014
3,184	Other	OCCUPATIONAL PHYSICIAN SERVICES			27.45	27.45	923900	29-JUL-2014 13:07 SERV	-OCCUPATIONAL PHYSICIANS S #418891	JUL-2014
3,185	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.50	30.50	923900	29-JUL-2014 13:07 SERV	-OCCUPATIONAL PHYSICIANS S #070558	JUL-2014
3,186	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.50	30.50	923900	29-JUL-2014 13:07 SERV	-OCCUPATIONAL PHYSICIANS S #424071	JUL-2014
3,187	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.50	30.50	923900	29-JUL-2014 13:07 SERV	-OCCUPATIONAL PHYSICIANS S #574898	JUL-2014
3,188	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.50	30.50	923900	29-JUL-2014 13:07 SERV	-OCCUPATIONAL PHYSICIANS S #926164	JUL-2014
3,189	Other	OCCUPATIONAL PHYSICIAN SERVICES			32.33	32.33	923900	29-JUL-2014 13:07 SERV	-OCCUPATIONAL PHYSICIANS S #421374	JUL-2014
3,190	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.50	30.50	923900	27-AUG-2014 13:08 SERV	-OCCUPATIONAL PHYSICIANS S #138538	AUG-2014
3,191	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.11	31.11	923900	27-AUG-2014 13:08 SERV	-OCCUPATIONAL PHYSICIANS S #471400	AUG-2014
3,192	Other	OCCUPATIONAL PHYSICIAN SERVICES			15.00	15.00	923900	29-SEP-2014 11:09 SERV	-OCCUPATIONAL PHYSICIANS S #926164	OCT-2014
3,193	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.00	30.00	923900	29-OCT-2014 06:10 SERV	-OCCUPATIONAL PHYSICIANS S #424071	OCT-2014
3,194	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.11	31.11	923900	29-SEP-2014 11:09 SERV	-OCCUPATIONAL PHYSICIANS S #887994	OCT-2014
3,195	Other	OCCUPATIONAL PHYSICIAN SERVICES			32.33	32.33	923900	29-SEP-2014 11:09 SERV	-OCCUPATIONAL PHYSICIANS S #421374	OCT-2014
3,196	Other	OCCUPATIONAL PHYSICIAN SERVICES			32.40	32.40	923900	29-SEP-2014 11:09 SERV	-OCCUPATIONAL PHYSICIANS S #418891	OCT-2014
3,197	Other	OCCUPATIONAL PHYSICIAN SERVICES			36.00	36.00	923900	29-SEP-2014 11:09 SERV	-OCCUPATIONAL PHYSICIANS S #926164	OCT-2014
3,198	Other	OCCUPATIONAL PHYSICIAN SERVICES			120.50	120.50	923900	29-SEP-2014 11:09 SERV	-OCCUPATIONAL PHYSICIANS S #424071	OCT-2014
3,199	Other	OFFICE DEPOT			(26.01)	(26.01)	923900	31-DEC-2013 11:12 SERV	-OFFICE DEPOT #331 #426472	DEC-2013
3,200	Other	OFFICE DEPOT			227.95	227.95	923900	31-DEC-2013 11:12 SERV	-OFFICE DEPOT #1170 #426472	DEC-2013
3,201	Other	OFFICE DEPOT			16.09	16.09	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT #5910 #426472	JAN-2014
3,202	Other	OFFICE DEPOT			19.32	19.32	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT 1135 #426472	JAN-2014
3,203	Other	OFFICE DEPOT			31.29	31.29	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT #1170 #426472	JAN-2014
3,204	Other	OFFICE DEPOT			75.08	75.08	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT #1170 #426472	JAN-2014
3,205	Other	OFFICE DEPOT			86.19	86.19	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT #1170 #426472	JAN-2014
3,206	Other	OFFICE DEPOT			196.44	196.44	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT #1170 #426472	JAN-2014
3,207	Other	OFFICE DEPOT			245.40	245.40	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT #1170 #426472	JAN-2014
3,208	Other	OFFICE DEPOT			437.41	437.41	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT #1170 #426472	JAN-2014
3,209	Other	OFFICE ENVIRONMENT COMPANY			37.71	37.71	923900	3560540	-Office Environment Company- Labor to deliver (6) Chairs as specified in quote 12671 dated 8/6/2013 for LGE Bldg 11th Floor -Office Resources- Installation for BOC3 Sound Masking to include: (1) Accumask sound masking system as specified in quote 40204 dated 7/31/2013	NOV-2013
3,210	Other	OFFICE RESOURCES INC			1,725.50	1,725.50	923900	42508	-Office Resources-BOC3 Sound Masking to include: (1) Accumask sound masking system as specified in quote 40204 dated 7/31/2013	NOV-2013
3,211	Other	OFFICE RESOURCES INC			1,864.27	1,864.27	923900	42508	-Office Resources-BOC3 Sound Masking to include: (1) Accumask sound masking system as specified in quote 40204 dated 7/31/2013	NOV-2013
3,212	Other	OFFICE RESOURCES INC			69.00	69.00	923100	47615	-ORI - Quote #46216 Stone Road 2 Center Drawers, black	AUG-2014
3,213	Other	OFFICE RESOURCES INC			496.46	496.46	923100	47615	-ORI - Quote #46216 Stone Road 2 Pedestal, box under worksurface gold dust metallic	AUG-2014
3,214	Other	ORKIN			212.50	212.50	923100	29-MAY-2014 08:05 KUTL	-ORKIN 956 #334833	MAY-2014
3,215	Other	ORKIN			570.23	570.23	923100	29-JUL-2014 10:07 KUTL	-ORKIN 956 #334833	JUL-2014
3,216	Other	ORKIN			346.40	346.40	923900	27-AUG-2014 13:08 SERV	-ORKIN 378 #629073	AUG-2014
3,217	Other	OVERHEAD DOOR CORP			210.24	210.24	923900	30-DEC-2013 09:12 KUTL	-OVERHEAD DOOR CORP #338073	DEC-2013
3,218	Other	OVERHEAD DOOR CORP			436.64	436.64	923900	30-DEC-2013 09:12 KUTL	-OVERHEAD DOOR CORP #338073	DEC-2013
3,219	Other	OVERHEAD DOOR CORP			273.20	273.20	923900	30-JAN-2014 12:01 KUTL	-OVERHEAD DOOR CORP #338073	JAN-2014
3,220	Other	OVERHEAD DOOR CORP			381.76	381.76	923900	30-JAN-2014 12:01 KUTL	-OVERHEAD DOOR CORP #338073	JAN-2014
3,221	Other	OVERHEAD DOOR CORP			998.02	998.02	923900	30-JAN-2014 12:01 KUTL	-OVERHEAD DOOR CORP #338073	JAN-2014
3,222	Other	OVERHEAD DOOR CORP			137.50	137.50	923900	27-FEB-2014 09:02 KUTL	-OVERHEAD DOOR CORP #338073	FEB-2014
3,223	Other	OVERHEAD DOOR CORP			229.00	229.00	923900	27-MAR-2014 07:03 KUTL	-OVERHEAD DOOR CORP #338073	MAR-2014
3,224	Other	OVERHEAD DOOR CORP			293.80	293.80	923900	27-MAR-2014 07:03 KUTL	-OVERHEAD DOOR CORP #338073	MAR-2014
3,225	Other	OVERHEAD DOOR CORP			367.50	367.50	923900	27-MAR-2014 07:03 KUTL	-OVERHEAD DOOR CORP #338073	MAR-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
3,226	Other	OVERHEAD DOOR CORP			393.23	393.23	923900	27-MAR-2014 07:03 KUTL	-OVERHEAD DOOR CORP #338073	MAR-2014
3,227	Other	OVERHEAD DOOR CORP			256.00	256.00	923900	29-MAY-2014 08:05 KUTL	-OVERHEAD DOOR CORP #338073	MAY-2014
3,228	Other	OVERHEAD DOOR CORP			300.00	300.00	923900	29-MAY-2014 08:05 KUTL	-OVERHEAD DOOR CORP #338073	MAY-2014
3,229	Other	OVERHEAD DOOR CORP			1,517.28	1,517.28	923900	29-MAY-2014 08:05 KUTL	-OVERHEAD DOOR CORP #338073	MAY-2014
3,230	Other	OVERHEAD DOOR CORP			269.36	269.36	923900	27-JUN-2014 10:06 KUTL	-OVERHEAD DOOR CORP #338073	JUN-2014
3,231	Other	OVERHEAD DOOR CORP			68.91	68.91	923900	29-JUL-2014 10:07 KUTL	-OVERHEAD DOOR CORP #338073	JUL-2014
3,232	Other	OVERHEAD DOOR CORP			200.00	200.00	923900	29-JUL-2014 10:07 KUTL	-OVERHEAD DOOR CORP #338073	JUL-2014
3,233	Other	OVERHEAD DOOR CORP			305.75	305.75	923900	27-AUG-2014 08:08 KUTL	-OVERHEAD DOOR CORP #338073	AUG-2014
3,234	Other	OVERHEAD DOOR CORP			211.55	211.55	923900	29-SEP-2014 09:09 KUTL	-OVERHEAD DOOR CORP #338073	SEP-2014
3,235	Other	OWENS COMMUNICATIONS INC			123.00	123.00	923900	0000033972	-To pay Invoice 33972 Dispatch 73070- repair for radio shop	JUN-2014
3,236	Other	OWENS COMMUNICATIONS INC			223.50	223.50	923900	0000033970	-To pay Invoice 33970 Dispatch 73068- repair for radio shop	JUN-2014
3,237	Other	PA CONSULTING GROUP INC			47,041.11	47,041.11	923900	10020799	-PA Consulting assessment of Meter Shop processes	DEC-2013
3,238	Other	PA CONSULTING GROUP INC			30,121.09	30,121.09	923900	10021100	-Professional fees plus travel and accommodations for work done in the Meter Shop	FEB-2014
3,239	Other	PA CONSULTING GROUP INC			13,447.20	13,447.20	923900	J703-0020-0414 Adjustment USD	SERVCO Manual Accrual	APR-2014
3,240	Other	PA CONSULTING GROUP INC			(13,440.00)	(13,440.00)	923900	Reverses "J703-0020-0414 Adjustment USD"	SERVCO Manual Accrual	MAY-2014
3,241	Other	PA CONSULTING GROUP INC			31,955.46	31,955.46	923900	1021607	-PA Consulting invoice for work performed in RSC Call Center	JUL-2014
3,242	Other	PANERA BREAD			52.72	52.72	923900	27-AUG-2014 13:08 SERV	-PANERA BREAD #1350 #961450	AUG-2014
3,243	Other	PAPA JOHN'S			27.20	27.20	923900	30-JAN-2014 09:01 SERV	-PAPA JOHN'S #00081 #426472	JAN-2014
3,244	Other	PCM SALES INC			87.43	87.43	923900	10069864-00	-JABRA PRO 9450 FLEX MONO WL BOOM HEADSET W/ NOISE CANCELLING	JAN-2014
3,245	Other	PEOPLECLICK			517.57	517.57	923900	27-SEP-2013 15:09 SERV	-COD-PEOPLECLICK #887994	NOV-2013
3,246	Other	PEOPLEMETRICS INC			8,809.09	8,809.09	923900	5614	-PeopleMetrics employee opinion survey invoice	APR-2014
3,247	Other	PEOPLEMETRICS INC			2,850.00	2,850.00	923900	5683	-Second invoice for EOS - Survey Administration Phase	JUN-2014
3,248	Other	PEOPLEMETRICS INC			9,106.04	9,106.04	923900	5711	-PeopleMetrics EOS Invoice	JUL-2014
3,249	Other	PEOPLEMETRICS INC			39,662.50	39,662.50	923900	5780	-Invoice for PeopleMetrics, the company that administered the EOS Surveys.	AUG-2014
3,250	Other	PEOPLEMETRICS INC			525.00	525.00	923900	5813	-Invoice for 2014 Employee Opinion Survey	OCT-2014
3,251	Other	PHILLIPS TREE EXPERTS INC			201.42	201.42	923900	K2515	-To pay invoice K-2515 DOS 8-26-14, weed spraying at ku park telecom hut, booger mtn rf, middlesboro rf and tree trimming around the teleco interface at revelo substation	SEP-2014
3,252	Other	PHILLIPS TREE EXPERTS INC			304.25	304.25	923100	WK2410	-Mowing and spraying in the Earlington area, January 2011 to January 2016 per Alan Bucker.	SEP-2014
3,253	Other	PHILLIPS TREE EXPERTS INC			385.15	385.15	923100	WK2499	-Mowing and spraying in the Earlington area, January 2011 to January 2016 per Alan Bucker.	SEP-2014
3,254	Other	PINKERTON HOUSE PORTFOLIO			7.60	7.60	923900	4414	-PINKERTON HOUSE - QUOTE 1392 DELIVERY	DEC-2013
3,255	Other	PINKERTON HOUSE PORTFOLIO			7.60	7.60	923900	4413	-PINKERTON HOUSE - QUOTE 1395 DELIVERY	DEC-2013
3,256	Other	PINKERTON HOUSE PORTFOLIO			481.37	481.37	923900	4414	-PINKERTON HOUSE - QUOTE 1392 FURNITURE FINISH WEED FRAME, DOUBLE MATT, PLEXI-LENS, WIRE INSTALL	DEC-2013
3,257	Other	PINKERTON HOUSE PORTFOLIO			556.36	556.36	923900	4413	-PINKERTON HOUSE - QUOTE 1395 FINE ART/FRAMING- DAVENPORT HORIZONTAL TO LOCATE OVER COUCH, DBL MATTS, PLEXI-LENS, WIRE INSTALL	DEC-2013
3,258	Other	PINKERTON HOUSE PORTFOLIO			657.70	657.70	923900	4413	-PINKERTON HOUSE - QUOTE 1395 FINE ART/FRAMING- GIOVANNI VERTICAL, FURN FINISH WOOD MOULDING, DBL MATTS, PLEXI-LENS, WIRE INSTALL	DEC-2013
3,259	Other	PINKERTON HOUSE PORTFOLIO			836.06	836.06	923900	4414	-PINKERTON HOUSE - QUOTE 1392 FURNITURE FINISH WEED FRAME, DOUBLE MATT, PLEXI-LENS, WIRE INSTALL	DEC-2013
3,260	Other	PINPOINT UTILITY PROTECTION			37.54	37.54	923900	29-APR-2014 14:04 SERV	-SQ *PINPOINT UTILITY PROT #419295	APR-2014
3,261	Other	POWERPLAN INC			6,562.50	6,562.50	923100	4415	-Services associated with creating new set of books	DEC-2013
3,262	Other	POWERPLAN INC			2,500.00	2,500.00	923100	PS00642	-Services associated with creating new set of books	FEB-2014
3,263	Other	PREMIER FLEET GRAPHICS			1,481.77	1,481.77	923900	29-APR-2014 14:04 SERV	-PREMIER FLEET GRAPHICS #031246	APR-2014
3,264	Other	PRO TURF INC			1,310.98	1,310.98	923900	23802	-Pro-Turf-SIMPSONVILLE - LANDSCAPING AND LAWN CARE @ SIMPSONVILLE FOR 2013	NOV-2013
3,265	Other	PRO TURF INC			1,080.88	1,080.88	923900	24065	-Pro-Turf-SIMPSONVILLE - LANDSCAPING AND LAWN CARE @ SIMPSONVILLE FOR 2013	DEC-2013
3,266	Other	PRO TURF INC			1,207.73	1,207.73	923900	25003	-Pro-Turf-SIMPSONVILLE - LANDSCAPING AND LAWN CARE @ SIMPSONVILLE FOR 2013	MAY-2014
3,267	Other	PRO TURF INC			1,660.85	1,660.85	923900	25330	-Pro-Turf-SIMPSONVILLE - LANDSCAPING AND LAWN CARE @ SIMPSONVILLE FOR 2013	JUN-2014
3,268	Other	PROFESSIONAL HEALTH SERVICES INC			106.14	106.14	923900	98267	-PHS Inv. 98267 for medical report on project eng employee	FEB-2014
3,269	Other	PROFORMA			117.52	117.52	923900	31-DEC-2013 11:12 SERV	-PFG*PROFORMA #426472	DEC-2013
3,270	Other	PROFORMA			186.90	186.90	923900	31-DEC-2013 11:12 SERV	-PFG*PROFORMA #426472	DEC-2013
3,271	Other	PROFORMA			242.50	242.50	923900	29-MAY-2014 11:05 SERV	-PFG*PROFORMA #419873	MAY-2014
3,272	Other	PROFORMA			1,024.90	1,024.90	923900	29-MAY-2014 11:05 SERV	-PFG*PROFORMA #419873	MAY-2014
3,273	Other	PROFORMANCE LLC			600.00	600.00	923900	PROFOR080614	-ProFormance Invoice 7/1/14	AUG-2014
3,274	Other	PROFORMANCE LLC			600.00	600.00	923900	PROFOR070114	-ProFormance Invoice 7/1/14	AUG-2014
3,275	Other	PROJECT SUCCESS INC			1,035.57	1,035.57	923900	12841	-COD TMP Project success method training and toolkit training 11/19/13-11/21/13 services rendered and exp	FEB-2014
3,276	Other	PROJECT SUCCESS INC			1,246.07	1,246.07	923900	12841	-COD TMP Project success method training and toolkit training 11/19/13-11/21/13 services rendered and exp	FEB-2014
3,277	Other	PROJECT SUCCESS INC			1,847.37	1,847.37	923900	12841	-COD TMP Project success method training and toolkit training 11/19/13-11/21/13 services rendered and exp	FEB-2014
3,278	Other	PROJECT SUCCESS INC			1,869.13	1,869.13	923900	12841	-COD TMP Project success method training and toolkit training 11/19/13-11/21/13 services rendered and exp	FEB-2014
3,279	Other	PROJECT SUCCESS INC			5,783.63	5,783.63	923900	12841	-COD TMP Project success method training and toolkit training 11/19/13-11/21/13 services rendered and exp	FEB-2014
3,280	Other	PROJECT SUCCESS INC			631.53	631.53	923900	12993	-Expenses	SEP-2014
3,281	Other	PROJECT SUCCESS INC			6,885.00	6,885.00	923900	12993	-Advanced Project Success Techniques - Facilitating Training	SEP-2014
3,282	Other	QDOBA MEXICAN GRILL			197.37	197.37	923900	29-SEP-2014 11:09 SERV	-QDOBA MEXICAN GRILL-2632 #031246	OCT-2014
3,283	Other	QUILL CORPORATION			220.48	220.48	923100	29-SEP-2014 09:09 KUTL	-QUILL CORPORATION #334833	SEP-2014
3,284	Other	RADIO COMMUNICATIONS SYSTEMS			1,072.32	1,072.32	923900	102199	-Monthly Maintenance Agreement for Astro Units	MAR-2014
3,285	Other	RADIO COMMUNICATIONS SYSTEMS			1,071.24	1,071.24	923900	103518	-Monthly Maintenance Agreement for Astro Units	JUN-2014
3,286	Other	RADIO COMMUNICATIONS SYSTEMS			1,071.25	1,071.25	923900	104295	-Monthly Maintenance Agreement for Astro Units	JUL-2014
3,287	Other	RADIO COMMUNICATIONS SYSTEMS			1,071.24	1,071.24	923900	105086	-Monthly Maintenance Agreement for Astro Units	AUG-2014
3,288	Other	RADIO COMMUNICATIONS SYSTEMS			1,071.25	1,071.25	923900	105860	-Monthly Maintenance Agreement for Astro Units	SEP-2014
3,289	Other	RADIO COMMUNICATIONS SYSTEMS			515.00	515.00	923900	486090	-To pay invoice 486090 Land mobile radio repair for Troy- TLN3260A Quantar RPTR AC/DC Power Supply	OCT-2014
3,290	Other	RADIO COMMUNICATIONS SYSTEMS			598.50	598.50	923900	486087	-To pay invoice 486087Land Mobile Radio Repair- Big Stone Gap	OCT-2014
3,291	Other	RADIO COMMUNICATIONS SYSTEMS			1,071.25	1,071.25	923900	106634	-Monthly Maintenance Agreement for Astro Units	OCT-2014
3,292	Other	RADIO SHACK			1.85	1.85	923900	29-OCT-2014 06:10 SERV	-RADIOSHACK COR00145185 #419295	OCT-2014
3,293	Other	RANDSTAD NORTH AMERICA LP			324.32	324.32	923900	R15138258	-Randstad Staffing - Staffing for Harriet	NOV-2013
3,294	Other	RANDSTAD NORTH AMERICA LP			1,117.75	1,117.75	923900	R15141147	-Randstad - Inv. # R15141147 -Refer to contract #63362	NOV-2013
3,295	Other	RANDSTAD NORTH AMERICA LP			1,489.10	1,489.10	923900	R15143690	-IT Resource - Lee Markham (10-6-13 to 11-3-13)	NOV-2013

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
3,296	Other	RANDSTAD NORTH AMERICA LP			1,140.82	1,140.82	923900	R15264145	-Randstad Inv. #R15264145 - Refer to contract #63362	DEC-2013
3,297	Other	RANDSTAD NORTH AMERICA LP			1,294.49	1,294.49	923900	R15270880	-IT Resource - Lee Markham (11-4-13 to 12-01-13)	DEC-2013
3,298	Other	RANDSTAD NORTH AMERICA LP			1,362.10	1,362.10	923900	R15403353	-IT Resource - Lee Markham (12-2-13 to 1-5-14)	JAN-2014
3,299	Other	RANDSTAD NORTH AMERICA LP			1,432.31	1,432.31	923900	R15393723	-Randstad Invoice # R15393723 - Refer to contract #63362	JAN-2014
3,300	Other	RANDSTAD NORTH AMERICA LP			0.06	0.06	923900	R15555741	-IT Resource - Lee Markham (1-6-14 to 2-2-14)	FEB-2014
3,301	Other	RANDSTAD NORTH AMERICA LP			346.28	346.28	923900	R15645756	-Invoice #R15645756 - Temporary Employee - Linda Sloss	FEB-2014
3,302	Other	RANDSTAD NORTH AMERICA LP			1,391.90	1,391.90	923900	R15555741	-IT Resource - Lee Markham (1-6-14 to 2-2-14)	FEB-2014
3,303	Other	RANDSTAD NORTH AMERICA LP			291.89	291.89	923900	R14870210	-IT Resource - Kathleen Dixon (8-5-13 to 8-11-13)	MAR-2014
3,304	Other	RANDSTAD NORTH AMERICA LP			1,381.08	1,381.08	923900	R15676053	-IT Resource - Lee Markham (2-3-14 to 3-2-14)	MAR-2014
3,305	Other	RANDSTAD NORTH AMERICA LP			1,437.83	1,437.83	923900	R14876705	-IT Resource - Lee Markham (8-5-13 to 9-1-13)	MAR-2014
3,306	Other	RANDSTAD NORTH AMERICA LP			1,652.25	1,652.25	923900	R15674783	-Invoice #R15674783 - Temp Admin in Department - Linda Sloss	MAR-2014
3,307	Other	RANDSTAD NORTH AMERICA LP			47.13	47.13	923900	R15794132	-IT Resource - Lee Markham (3-3-14 to 3-30-14)	APR-2014
3,308	Other	RANDSTAD NORTH AMERICA LP			220.62	220.62	923900	R15882236	-Invoice #R15882236 dated March 30, 2014, from Randstad, to pay for 3 days temporary employee.	APR-2014
3,309	Other	RANDSTAD NORTH AMERICA LP			943.69	943.69	923900	R15778457	-Randstad Invoice - #R15778457 Refer to contract # 63362	APR-2014
3,310	Other	RANDSTAD NORTH AMERICA LP			1,654.05	1,654.05	923900	R15794132	-IT Resource - Lee Markham (3-3-14 to 3-30-14)	APR-2014
3,311	Other	RANDSTAD NORTH AMERICA LP			1,797.56	1,797.56	923900	R15788582	-Invoice R15788582 - for Temp - Linda Sloss	APR-2014
3,312	Other	RANDSTAD NORTH AMERICA LP			1,335.12	1,335.12	923900	R15544398	-Randstad - Invoice # \$15544398 Refer to contact #63362	MAY-2014
3,313	Other	RANDSTAD NORTH AMERICA LP			1,335.12	1,335.12	923900	R15662632	-Randstad Invoice # R15662632 Refer to contract # 63362	MAY-2014
3,314	Other	RANDSTAD NORTH AMERICA LP			1,925.10	1,925.10	923900	R15915459	-IT Resource - Lee Markham (3-31-14 to 5-4-14)	MAY-2014
3,315	Other	RANDSTAD NORTH AMERICA LP			2,028.52	2,028.52	923900	R15936229	-Invoice #R15936229 - For Temp Admin - Linda Sloss	MAY-2014
3,316	Other	RANDSTAD NORTH AMERICA LP			1,260.90	1,260.90	923900	R16069070	-IT Resource - Lee Markham (5/5/14 to 6/1/14)	JUN-2014
3,317	Other	RANDSTAD NORTH AMERICA LP			315.50	315.50	923900	R15884337	-Nancy Stuber - 3/24-3/30	JUL-2014
3,318	Other	RANDSTAD NORTH AMERICA LP			1,039.50	1,039.50	923900	R16192079	-IT Resource - Lee Markham (6/2/14 to 6/29/14)	JUL-2014
3,319	Other	RANDSTAD NORTH AMERICA LP			1,230.59	1,230.59	923900	R16189824	-Randstad invoice #R16189824 dated 6/29/14 for temp for Steve Phillips (Lindsey Gatlin).	JUL-2014
3,320	Other	RANDSTAD NORTH AMERICA LP			1,841.54	1,841.54	923900	R15913581	-Nancy Stuber - 3/31/14-5/4/14	JUL-2014
3,321	Other	RANDSTAD NORTH AMERICA LP			30.38	30.38	923900	R16062062	-Nancy Stuber - 5/5-5/25 Overtime	AUG-2014
3,322	Other	RANDSTAD NORTH AMERICA LP			1,215.00	1,215.00	923900	R16062062	-Nancy Stuber - 5/5-5/25	AUG-2014
3,323	Other	RANDSTAD NORTH AMERICA LP			1,585.17	1,585.17	923900	R16056320	-Temp employee - Linda Sloss for 5-11-14 thru 6-1-14	AUG-2014
3,324	Other	RANDSTAD NORTH AMERICA LP			1,678.90	1,678.90	923900	R16310137	-Randstad invoice #16310137 in the amount of \$3357.80.	AUG-2014
3,325	Other	RANDSTAD NORTH AMERICA LP			1,719.90	1,719.90	923900	R16316287	-IT Resource - Lee Markham (6/30/14 to 8/3/14)	AUG-2014
3,326	Other	RANDSTAD NORTH AMERICA LP			1,790.10	1,790.10	923900	R16176541	-Temp employee - Linda Sloss for 6-8-14 thru 6-29-14	AUG-2014
3,327	Other	RANDSTAD NORTH AMERICA LP			1,568.70	1,568.70	923900	R16474865	-IT Resource - Lee Markham (8/4/14 to 8/31/14)	SEP-2014
3,328	Other	RANDSTAD NORTH AMERICA LP			1,780.90	1,780.90	923900	R16455213	-Invoice R16455213 Temp employee Linda Sloss	SEP-2014
3,329	Other	RANDSTAD NORTH AMERICA LP			1,030.63	1,030.63	923900	R16463910	-Inv # R16463910, Dated 08/31/14 for temporary services for Lindsey Gatlin	OCT-2014
3,330	Other	RANDSTAD NORTH AMERICA LP			1,417.50	1,417.50	923900	R16600538	-IT Resource - Lee Markham (9/1/14 to 9/28/14)	OCT-2014
3,331	Other	RANDSTAD NORTH AMERICA LP			2,083.38	2,083.38	923900	R16299304	-Invoice # R16299304. For Temporary employee Linda Sloss	OCT-2014
3,332	Other	RANDY WALKER ELECTRICAL CONTRACTOR INC			130.00	130.00	923900	0049000IN	-inv 0049000-in	NOV-2013
3,333	Other	RANDY WALKER ELECTRICAL CONTRACTOR INC			132.05	132.05	923100	0049174IN	-INV 0049174-IN	DEC-2013
3,334	Other	RANDY WALKER ELECTRICAL CONTRACTOR INC			2,957.56	2,957.56	923900	0049566IN	-INV 49566-IN	MAR-2014
3,335	Other	RANDY WALKER ELECTRICAL CONTRACTOR INC			1,249.66	1,249.66	923900	0050869IN	-INV 0050869-IN (MIDWAY)	SEP-2014
3,336	Other	RANDY WALKER ELECTRICAL CONTRACTOR INC			1,439.90	1,439.90	923900	0050843IN	-INV 0050843-IN (LEX)	SEP-2014
3,337	Other	RAPID PLUMBING INC			140.00	140.00	923900	29-APR-2014 09:04 KUTL	-SQ *RAPID PLUMBING INC #337240	APR-2014
3,338	Other	RED TIGER SECURITY LLC			23,773.75	23,773.75	923900	161109150	-Conclusion of engagement (50%)	DEC-2013
3,339	Other	RED7E INC			1,400.59	1,400.59	923900	00117500	-Red7e Employee Newsletter Invoice 1175	DEC-2013
3,340	Other	REDHOUSE PERFORMANCE CONSULT LLC			3,980.88	3,980.88	923900	LGEKU107	-Inv #LGEKU107 dated October 26, 2013, from Redhouse Performance Consulting to pay for delivering Diversity Workshops on Oct 15, 16, 17, and 23 and preparation and participation in HR update planning session on Oct 24.	NOV-2013
3,341	Other	REDHOUSE PERFORMANCE CONSULT LLC			4,871.34	4,871.34	923900	LGEKU106	-Invoice #LGEKU106 dated October 10, 2013, from Redhouse Performance Consulting to pay for delivering Diversity Workshops on Oct 1, 2, 3, 8, and 9	NOV-2013
3,342	Other	REDHOUSE PERFORMANCE CONSULT LLC			547.17	547.17	923900	LGEKU109	-Invoice #LGEKU 109 dated February 7, 2014, from Redhouse Performance Consulting to pay for travel expenses for conducting diversity training (Jan 22 thru 30)	FEB-2014
3,343	Other	REDHOUSE PERFORMANCE CONSULT LLC			5,918.94	5,918.94	923900	LGEKU108	-Invoice #LGEKU 108 dated January 30, 2014, from Redhouse Performance Consulting to pay for conducting diversity training.	FEB-2014
3,344	Other	REDHOUSE PERFORMANCE CONSULT LLC			1,874.89	1,874.89	923900	LGEKU112	-Invoice #LGEKU 112 dated March 5, 2014, from Redhouse Consulting for expenses incurred for diversity training on Feb 11, 12, 13, 17, 18, 19, 20, 25, 26, 27,	MAR-2014
3,345	Other	REDHOUSE PERFORMANCE CONSULT LLC			4,399.92	4,399.92	923900	LGEKU110	-Invoice LGEKU 110 dated February 17, 2014, from Redhouse Performance Consulting for diversity training sessions on February 11, 12, and 13 (2 per day)	MAR-2014
3,346	Other	REDHOUSE PERFORMANCE CONSULT LLC			9,847.44	9,847.44	923900	LGEKU111	-Inv No. LGEKU 111 dated February 28, 2014, from Redhouse Performance Consulting for conducting diversity workshops by A. Roane on February 17, 18, 19, 20, and J. Hauger on February 17, 25, 26, 27 (2 sessions each day).	MAR-2014
3,347	Other	REDHOUSE PERFORMANCE CONSULT LLC			1,434.15	1,434.15	923900	LGEKU114	-Invoice #LGEKU114 dated March 23, 2014, from Redhouse Consulting for expenses for diversity training March 3 through March 20, 2014.	APR-2014
3,348	Other	REDHOUSE PERFORMANCE CONSULT LLC			13,199.76	13,199.76	923900	LGEKU113R	-Invoice #LGEKU113R from Redhouse Consulting for delivering diversity training: Roane on Mar 4, 5, 12, 13 (2 sessions each day); Hauger on Mar 6, 11, 18, 19, 20 (2 sessions each day)	APR-2014
3,349	Other	REDHOUSE PERFORMANCE CONSULT LLC			1,637.55	1,637.55	923900	LGEKU116	-Inv #LGEKU 116 dated April 29, 2014 from Redhouse Consulting for expenses for Diversity Workshops in April.	MAY-2014
3,350	Other	REDHOUSE PERFORMANCE CONSULT LLC			10,918.00	10,918.00	923900	LGEKU115	-Invoice #LGEKU 115 dated April 29, 2014, from Redhouse Consulting for conducting diversity workshops in April (14 sessions)	MAY-2014
3,351	Other	REDHOUSE PERFORMANCE CONSULT LLC			1,054.27	1,054.27	923900	LGEKU118E	-Invoice LGEKU117 and LGEKU118E dated September 11, 2014, for conducting diversity training and expenses.	OCT-2014
3,352	Other	REDHOUSE PERFORMANCE CONSULT LLC			4,982.00	4,982.00	923900	LGEKU117	-Invoice LGEKU117 and LGEKU118E dated September 11, 2014, for conducting diversity training and expenses.	OCT-2014
3,353	Other	REDHOUSE PERFORMANCE CONSULT LLC			7,473.00	7,473.00	923900	LGEKU119	-Invoice No. LGEKU119 dated October 15, 2014, from Redhouse Performance Consulting for conducting di	OCT-2014
3,354	Other	REED UTILITIES CO			2,590.58	2,590.58	923900	14008	-INVOICE 14008	JAN-2014
3,355	Other	REED UTILITIES CO			2,845.67	2,845.67	923900	14006	-INVOICE 14006, EXT PARKING LOT-NORTH SIDE	JAN-2014
3,356	Other	REED UTILITIES CO			(55.04)	(55.04)	923900	12049	-INVOICE 12049, 3284 YELLOWSTONE PKWY	APR-2014
3,357	Other	Regulatory Accounting & Reporting			34.25	34.25	923900	1202-0020-0614 Adjustment USD	Servco Income Statement Amount Reclass - Account 923900	JUN-2014
3,358	Other	REPUBLIC SERVICES TRASH			208.06	208.06	923100	27-NOV-2013 07:11 KUTL	-REPUBLIC SERVICES TRASH #335806	NOV-2013

KENTUCKY UTILITIES COMPANY

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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
3,359	Other	REPUBLIC SERVICES TRASH			296.53	296.53	923100	27-NOV-2013 07:11 KUTL	-REPUBLIC SERVICES TRASH #335905	NOV-2013
3,360	Other	REPUBLIC SERVICES TRASH			52.26	52.26	923100	30-DEC-2013 09:12 KUTL	-REPUBLIC SERVICES TRASH #335905	DEC-2013
3,361	Other	REPUBLIC SERVICES TRASH			155.15	155.15	923100	30-DEC-2013 09:12 KUTL	-REPUBLIC SERVICES TRASH #335806	DEC-2013
3,362	Other	REPUBLIC SERVICES TRASH			222.59	222.59	923100	30-DEC-2013 09:12 KUTL	-REPUBLIC SERVICES TRASH #335905	DEC-2013
3,363	Other	REPUBLIC SERVICES TRASH			745.74	745.74	923100	30-DEC-2013 09:12 KUTL	-REPUBLIC SERVICES TRASH #335905	DEC-2013
3,364	Other	REPUBLIC SERVICES TRASH			90.44	90.44	923100	30-JAN-2014 12:01 KUTL	-REPUBLIC SERVICES TRASH #335806	JAN-2014
3,365	Other	REPUBLIC SERVICES TRASH			222.10	222.10	923100	30-JAN-2014 12:01 KUTL	-REPUBLIC SERVICES TRASH #335905	JAN-2014
3,366	Other	REPUBLIC SERVICES TRASH			222.73	222.73	923100	30-JAN-2014 12:01 KUTL	-REPUBLIC SERVICES TRASH #335905	JAN-2014
3,367	Other	REPUBLIC SERVICES TRASH			353.14	353.14	923100	30-JAN-2014 12:01 KUTL	-REPUBLIC SERVICES TRASH #335905	JAN-2014
3,368	Other	REPUBLIC SERVICES TRASH			701.51	701.51	923100	30-JAN-2014 12:01 KUTL	-REPUBLIC SERVICES TRASH #335905	JAN-2014
3,369	Other	REPUBLIC SERVICES TRASH			52.26	52.26	923100	27-FEB-2014 09:02 KUTL	-REPUBLIC SERVICES TRASH #335905	FEB-2014
3,370	Other	REPUBLIC SERVICES TRASH			52.26	52.26	923100	27-FEB-2014 09:02 KUTL	-REPUBLIC SERVICES TRASH #335905	FEB-2014
3,371	Other	REPUBLIC SERVICES TRASH			154.40	154.40	923100	27-FEB-2014 09:02 KUTL	-REPUBLIC SERVICES TRASH #335806	FEB-2014
3,372	Other	REPUBLIC SERVICES TRASH			222.84	222.84	923100	27-FEB-2014 09:02 KUTL	-REPUBLIC SERVICES TRASH #335905	FEB-2014
3,373	Other	REPUBLIC SERVICES TRASH			52.26	52.26	923100	27-MAR-2014 07:03 KUTL	-REPUBLIC SERVICES TRASH #335905	MAR-2014
3,374	Other	REPUBLIC SERVICES TRASH			153.57	153.57	923100	27-MAR-2014 07:03 KUTL	-REPUBLIC SERVICES TRASH #335806	MAR-2014
3,375	Other	REPUBLIC SERVICES TRASH			224.07	224.07	923100	27-MAR-2014 07:03 KUTL	-REPUBLIC SERVICES TRASH #335905	MAR-2014
3,376	Other	REPUBLIC SERVICES TRASH			287.79	287.79	923100	27-MAR-2014 07:03 KUTL	-REPUBLIC SERVICES TRASH #335905	MAR-2014
3,377	Other	REPUBLIC SERVICES TRASH			1,114.56	1,114.56	923100	27-MAR-2014 07:03 KUTL	-REPUBLIC SERVICES TRASH #335905	MAR-2014
3,378	Other	REPUBLIC SERVICES TRASH			91.69	91.69	923100	29-APR-2014 09:04 KUTL	-REPUBLIC SERVICES TRASH #335806	APR-2014
3,379	Other	REPUBLIC SERVICES TRASH			224.19	224.19	923100	29-APR-2014 09:04 KUTL	-REPUBLIC SERVICES TRASH #335905	APR-2014
3,380	Other	REPUBLIC SERVICES TRASH			338.34	338.34	923100	29-APR-2014 09:04 KUTL	-REPUBLIC SERVICES TRASH #335905	APR-2014
3,381	Other	REPUBLIC SERVICES TRASH			1,584.68	1,584.68	923100	29-APR-2014 09:04 KUTL	-REPUBLIC SERVICES TRASH #335905	APR-2014
3,382	Other	REPUBLIC SERVICES TRASH			218.03	218.03	923100	29-MAY-2014 08:05 KUTL	-REPUBLIC SERVICES TRASH #335806	MAY-2014
3,383	Other	REPUBLIC SERVICES TRASH			218.03	218.03	923100	29-MAY-2014 08:05 KUTL	-REPUBLIC SERVICES TRASH #335806	MAY-2014
3,384	Other	REPUBLIC SERVICES TRASH			223.58	223.58	923100	27-JUN-2014 10:06 KUTL	-REPUBLIC SERVICES TRASH #335905	JUN-2014
3,385	Other	REPUBLIC SERVICES TRASH			491.24	491.24	923100	27-JUN-2014 10:06 KUTL	-REPUBLIC SERVICES TRASH #335905	JUN-2014
3,386	Other	REPUBLIC SERVICES TRASH			648.25	648.25	923100	27-JUN-2014 10:06 KUTL	-REPUBLIC SERVICES TRASH #335905	JUN-2014
3,387	Other	REPUBLIC SERVICES TRASH			12.75	12.75	923100	29-JUL-2014 10:07 KUTL	-REPUBLIC SERVICES TRASH #335806	JUL-2014
3,388	Other	REPUBLIC SERVICES TRASH			146.17	146.17	923100	29-JUL-2014 10:07 KUTL	-REPUBLIC SERVICES TRASH #335806	JUL-2014
3,389	Other	REPUBLIC SERVICES TRASH			263.87	263.87	923100	29-JUL-2014 10:07 KUTL	-REPUBLIC SERVICES TRASH #335905	JUL-2014
3,390	Other	REPUBLIC SERVICES TRASH			264.43	264.43	923100	29-JUL-2014 10:07 KUTL	-REPUBLIC SERVICES TRASH #335905	JUL-2014
3,391	Other	REPUBLIC SERVICES TRASH			476.73	476.73	923100	29-JUL-2014 10:07 KUTL	-REPUBLIC SERVICES TRASH #335905	JUL-2014
3,392	Other	REPUBLIC SERVICES TRASH			68.24	68.24	923100	27-AUG-2014 08:08 KUTL	-REPUBLIC SERVICES TRASH #334874	AUG-2014
3,393	Other	REPUBLIC SERVICES TRASH			154.43	154.43	923100	27-AUG-2014 08:08 KUTL	-REPUBLIC SERVICES TRASH #335806	AUG-2014
3,394	Other	REPUBLIC SERVICES TRASH			484.55	484.55	923100	27-AUG-2014 08:08 KUTL	-REPUBLIC SERVICES TRASH #335905	AUG-2014
3,395	Other	REPUBLIC SERVICES TRASH			1,022.70	1,022.70	923100	27-AUG-2014 08:08 KUTL	-REPUBLIC SERVICES TRASH #335905	AUG-2014
3,396	Other	REPUBLIC SERVICES TRASH			13.21	13.21	923100	29-SEP-2014 09:09 KUTL	-REPUBLIC SERVICES TRASH #335806	SEP-2014
3,397	Other	REPUBLIC SERVICES TRASH			24.02	24.02	923100	29-SEP-2014 09:09 KUTL	-REPUBLIC SERVICES TRASH #335806	SEP-2014
3,398	Other	REPUBLIC SERVICES TRASH			91.24	91.24	923100	29-SEP-2014 09:09 KUTL	-REPUBLIC SERVICES TRASH #335806	SEP-2014
3,399	Other	REPUBLIC SERVICES TRASH			230.76	230.76	923100	29-SEP-2014 09:09 KUTL	-REPUBLIC SERVICES TRASH #335905	SEP-2014
3,400	Other	REPUBLIC SERVICES TRASH			262.85	262.85	923100	29-SEP-2014 09:09 KUTL	-REPUBLIC SERVICES TRASH #335905	SEP-2014
3,401	Other	REPUBLIC SERVICES TRASH			263.71	263.71	923100	29-SEP-2014 09:09 KUTL	-REPUBLIC SERVICES TRASH #335905	SEP-2014
3,402	Other	REPUBLIC SERVICES TRASH			309.90	309.90	923100	29-SEP-2014 09:09 KUTL	-REPUBLIC SERVICES TRASH #335905	SEP-2014
3,403	Other	REPUBLIC SERVICES TRASH			922.64	922.64	923100	29-SEP-2014 09:09 KUTL	-REPUBLIC SERVICES TRASH #335905	SEP-2014
3,404	Other	REPUBLIC SERVICES TRASH			12.17	12.17	923100	29-OCT-2014 06:10 KUTL	-REPUBLIC SERVICES TRASH #335806	OCT-2014
3,405	Other	REPUBLIC SERVICES TRASH			157.73	157.73	923100	29-OCT-2014 06:10 KUTL	-REPUBLIC SERVICES TRASH #335806	OCT-2014
3,406	Other	REPUBLIC SERVICES TRASH			262.26	262.26	923100	29-OCT-2014 06:10 KUTL	-REPUBLIC SERVICES TRASH #335905	OCT-2014
3,407	Other	RICOH USA INC			75.00	75.00	923900	1048673363	-Service Charge for password reset on machine at Somerset not covered under warranty	OCT-2014
3,408	Other	RMB CONSULTING AND RESEARCH INC			85.00	85.00	923100	11485	-Revisions to CEMS QA Plan for CTS	DEC-2013
3,409	Other	RMB CONSULTING AND RESEARCH INC			3,401.00	3,401.00	923100	11485	-Revisions to CEMS QA Plan for Coal Boilers	DEC-2013
3,410	Other	RMB CONSULTING AND RESEARCH INC			349.00	349.00	923100	12072	-Revisions to CEMS QA Plan for Coal Boilers	AUG-2014
3,411	Other	RMB CONSULTING AND RESEARCH INC			989.00	989.00	923100	12072	-Revisions to CEMS QA Plan for CTS	AUG-2014
3,412	Other	RMB CONSULTING AND RESEARCH INC			2,676.00	2,676.00	923100	11662	-Revisions to CEMS QA Plan for CTS	AUG-2014
3,413	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39000152	PO 71962; contract 28697	NOV-2013
3,414	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39024378	PO 71962; contract 28697	NOV-2013
3,415	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39080988	PO 71962; contract 28697	NOV-2013
3,416	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39121684	PO 71962; contract 28697	NOV-2013
3,417	Other	ROBERT HALF MANAGEMENT RESOURCES			2,892.80	2,892.80	923900	38914556	-Temporary clerical services for payroll department	NOV-2013
3,418	Other	ROBERT HALF MANAGEMENT RESOURCES			637.26	637.26	923900	39273857	PO 71962; contract 28697	DEC-2013
3,419	Other	ROBERT HALF MANAGEMENT RESOURCES			975.00	975.00	923900	39367858	PO 71962; contract 28697	DEC-2013
3,420	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39217112	PO 71962; contract 28697	DEC-2013
3,421	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39168937	PO 71962; contract 28697	DEC-2013
3,422	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39409132	PO 71962; contract 28697	DEC-2013
3,423	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39320082	PO 71962; contract 28697	DEC-2013
3,424	Other	ROBERT HALF MANAGEMENT RESOURCES			3,182.08	3,182.08	923900	39113737	-Temporary clerical services for payroll department	DEC-2013
3,425	Other	ROBERT HALF MANAGEMENT RESOURCES			624.00	624.00	923900	39464258	PO 71962; contract 28697	JAN-2014
3,426	Other	ROBERT HALF MANAGEMENT RESOURCES			676.00	676.00	923900	39519842	PO 71962; contract 28697	JAN-2014
3,427	Other	ROBERT HALF MANAGEMENT RESOURCES			2,413.68	2,413.68	923900	39345257	-Temporary clerical services for payroll department	JAN-2014
3,428	Other	ROBERT HALF MANAGEMENT RESOURCES			988.00	988.00	923900	39596709	PO 71962; contract 28697	FEB-2014
3,429	Other	ROBERT HALF MANAGEMENT RESOURCES			1,014.00	1,014.00	923900	39783995	PO 71962; contract 28697	FEB-2014
3,430	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39736934	PO 71962; contract 28697	FEB-2014
3,431	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39689673	PO 71962; contract 28697	FEB-2014

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
3,432	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39550806	PO 71962; contract 28697	FEB-2014
3,433	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39642210	PO 71962; contract 28697	FEB-2014
3,434	Other	ROBERT HALF MANAGEMENT RESOURCES			1,826.08	1,826.08	923900	39528180	-Temporary clerical services for payroll department	FEB-2014
3,435	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39928972	PO 71962; contract 28697	MAR-2014
3,436	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	29823467	PO 71962; contract 28697	MAR-2014
3,437	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39879349	PO 71962; contract 28697	MAR-2014
3,438	Other	ROBERT HALF MANAGEMENT RESOURCES			1,446.40	1,446.40	923900	39673358	-Temporary clerical services for payroll department	APR-2014
3,439	Other	ROBERT HALF MANAGEMENT RESOURCES			2,892.80	2,892.80	923900	39761428	-Temporary clerical services for payroll department	APR-2014
3,440	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	41575249	PO number 78452	OCT-2014
3,441	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	41505827	PO number 78452	OCT-2014
3,442	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	41402313	PO number 78452	OCT-2014
3,443	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	41350513	PO number 78452	OCT-2014
3,444	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	41248755	PO number 78452	OCT-2014
3,445	Other	ROBERT HALF MANAGEMENT RESOURCES			1,137.50	1,137.50	923900	41455465	PO number 78452	OCT-2014
3,446	Other	ROBERT HALF MANAGEMENT RESOURCES			1,244.75	1,244.75	923900	41299930	PO number 78452	OCT-2014
3,447	Other	RUMPKE CONSOLIDATED COMPANY			307.53	307.53	923900	30-JAN-2014 12:01 KUTL	-RUMPKE CONSOLIDATED COMPA #267173	JAN-2014
3,448	Other	RUMPKE CONSOLIDATED COMPANY			324.38	324.38	923900	30-JAN-2014 12:01 KUTL	-RUMPKE CONSOLIDATED COMPA #267173	JAN-2014
3,449	Other	RUMPKE CONSOLIDATED COMPANY			533.82	533.82	923900	30-JAN-2014 12:01 KUTL	-RUMPKE CONSOLIDATED COMPA #267173	JAN-2014
3,450	Other	RUMPKE CONSOLIDATED COMPANY			34.72	34.72	923900	27-MAR-2014 07:03 KUTL	-RUMPKE CONSOLIDATED COMPA #267173	MAR-2014
3,451	Other	RUMPKE CONSOLIDATED COMPANY			47.70	47.70	923900	27-MAR-2014 07:03 KUTL	-RUMPKE CONSOLIDATED COMPA #267173	MAR-2014
3,452	Other	RUMPKE CONSOLIDATED COMPANY			699.50	699.50	923900	27-MAR-2014 07:03 KUTL	-RUMPKE CONSOLIDATED COMPA #267173	MAR-2014
3,453	Other	RUMPKE CONSOLIDATED COMPANY			34.72	34.72	923900	29-MAY-2014 08:05 KUTL	-RUMPKE CONSOLIDATED COMPA #267173	MAY-2014
3,454	Other	RUMPKE CONSOLIDATED COMPANY			47.70	47.70	923900	29-MAY-2014 08:05 KUTL	-RUMPKE CONSOLIDATED COMPA #267173	MAY-2014
3,455	Other	RUMPKE CONSOLIDATED COMPANY			733.94	733.94	923900	29-MAY-2014 08:05 KUTL	-RUMPKE CONSOLIDATED COMPA #267173	MAY-2014
3,456	Other	RUMPKE CONSOLIDATED COMPANY			32.75	32.75	923900	29-OCT-2014 06:10 KUTL	-RUMPKE CONSOLIDATED COMPA #267173	OCT-2014
3,457	Other	RUMPKE CONSOLIDATED COMPANY			361.64	361.64	923900	29-OCT-2014 06:10 KUTL	-RUMPKE CONSOLIDATED COMPA #267173	OCT-2014
3,458	Other	RUMPKE CONSOLIDATED COMPANY			687.56	687.56	923900	29-OCT-2014 06:10 KUTL	-RUMPKE CONSOLIDATED COMPA #267173	OCT-2014
3,459	Other	RUS SALES LLC			6,078.99	6,078.99	923100	1402011	-Annual Maintenance and Support for the KU SCADA System effective 2/1/05 - 1/31/06	FEB-2014
3,460	Other	RUS SALES LLC			6,051.01	6,051.01	923100	1405011	-Annual Maintenance and Support for the KU SCADA System	MAY-2014
3,461	Other	RUS SALES LLC			3,040.63	3,040.63	923900	1408011	-Annual Maintenance and Support for the KU SCADA System	AUG-2014
3,462	Other	S AND L ROBERTS INC			1,392.80	1,392.80	923900	1404	-Customized Enneagram Session 2/11/2014	MAR-2014
3,463	Other	SAFIER DELI			138.00	138.00	923900	29-SEP-2014 11:09 SERV	-SAFIER DELI #624552	OCT-2014
3,464	Other	SAFTEYSIGN.COM			297.18	297.18	923100	27-NOV-2013 11:11 SERV	-SAFTEYSIGN.COM #031246	NOV-2013
3,465	Other	SAMS INTERNET			82.73	82.73	923900	31-DEC-2013 11:12 SERV	-SAMS INTERNET #426472	DEC-2013
3,466	Other	SCOMSKILLS LLC			248.74	248.74	923900	631875	-Expenses not to exceed \$2,000	APR-2014
3,467	Other	SCOMSKILLS LLC			254.00	254.00	923900	631875	-Consulting for Training and Knowledge Transfer	APR-2014
3,468	Other	SCOMSKILLS LLC			344.37	344.37	923900	255241	-Expenses	MAY-2014
3,469	Other	SCOMSKILLS LLC			5,491.87	5,491.87	923900	255241	-Consulting for Training and Knowledge Transfer	MAY-2014
3,470	Other	SCOMSKILLS LLC			3,002.50	3,002.50	923900	818774	-Amendment 1 and Amendment 2 - Consultant	JUL-2014
3,471	Other	SCOMSKILLS LLC			290.00	290.00	923900	293296	-Amendment 1 and Amendment 3 - Consultant	AUG-2014
3,472	Other	SCOMSKILLS LLC			2,338.13	2,338.13	923900	394535	-Amendment 1 and Amendment 3 - Consultant	AUG-2014
3,473	Other	SEARS			16.10	16.10	923900	30-JAN-2014 09:01 SERV	-SEARS.COM 9300 #426472	JAN-2014
3,474	Other	SEARS			53.70	53.70	923900	30-JAN-2014 09:01 SERV	-SEARS.COM 9300 #426472	JAN-2014
3,475	Other	SEARS			77.32	77.32	923900	30-JAN-2014 09:01 SERV	-SEARS.COM 9300 #426472	JAN-2014
3,476	Other	SEARS			37.10	37.10	923900	27-JUN-2014 13:06 SERV	-SEARS ROEBUCK 1790 #419295	JUN-2014
3,477	Other	SECURITAS SECURITY SERVICES USA INC			17.52	17.52	923100	E2765487	-Securitas Security Services for LG&E Center for contract term 2010-2015	NOV-2013
3,478	Other	SECURITAS SECURITY SERVICES USA INC			3,171.38	3,171.38	923100	E2742289	-Securitas Security Services for KU E W Brown invoices for contract terms 2010-2015	NOV-2013
3,479	Other	SECURITAS SECURITY SERVICES USA INC			(3,383.00)	(3,383.00)	923100	Reverses "J703-0020-1013 Adjustment USD"	SERVCO Manual Accrual	NOV-2013
3,480	Other	SECURITAS SECURITY SERVICES USA INC			3,879.08	3,879.08	923100	E2743871	-Securitas Security Services for KU One Quality invoices for contract terms 2010-2015	NOV-2013
3,481	Other	SECURITAS SECURITY SERVICES USA INC			(6,087.00)	(6,087.00)	923100	Reverses "J703-0020-1013 Adjustment USD"	SERVCO Manual Accrual	NOV-2013
3,482	Other	SECURITAS SECURITY SERVICES USA INC			6,519.71	6,519.71	923100	E2743871	-Securitas Security Services for KU Tyrone invoices for contract terms 2010-2015	NOV-2013
3,483	Other	SECURITAS SECURITY SERVICES USA INC			(6,761.00)	(6,761.00)	923100	Reverses "J703-0020-1013 Adjustment USD"	SERVCO Manual Accrual	NOV-2013
3,484	Other	SECURITAS SECURITY SERVICES USA INC			7,733.21	7,733.21	923100	E2743872	-Securitas Security Services for LG&E Center for contract term 2010-2015	NOV-2013
3,485	Other	SECURITAS SECURITY SERVICES USA INC			(9,548.00)	(9,548.00)	923100	Reverses "J703-0020-1013 Adjustment USD"	SERVCO Manual Accrual	NOV-2013
3,486	Other	SECURITAS SECURITY SERVICES USA INC			9,702.32	9,702.32	923100	E2743871	-Securitas Security Services for KU Green River invoices for contract terms 2010-2015	NOV-2013
3,487	Other	SECURITAS SECURITY SERVICES USA INC			12,090.43	12,090.43	923100	E2743871	-Securitas Security Services for KU E W Brown invoices for contract terms 2010-2015	NOV-2013
3,488	Other	SECURITAS SECURITY SERVICES USA INC			(12,531.00)	(12,531.00)	923100	Reverses "J703-0020-1013 Adjustment USD"	SERVCO Manual Accrual	NOV-2013
3,489	Other	SECURITAS SECURITY SERVICES USA INC			(20,219.00)	(20,219.00)	923100	Reverses "J703-0020-1013 Adjustment USD"	SERVCO Manual Accrual	NOV-2013
3,490	Other	SECURITAS SECURITY SERVICES USA INC			20,648.00	20,648.00	923100	E2743871	-Securitas Security Services for KU Ghent invoices for contract terms 2010-2015	NOV-2013
3,491	Other	SECURITAS SECURITY SERVICES USA INC			23.20	23.20	923900	31-DEC-2013 11:12 SERV	-SECURITAS EOC #418990	DEC-2013
3,492	Other	SECURITAS SECURITY SERVICES USA INC			48.52	48.52	923100	E2790651	-Securitas Security Services for KU Tyrone invoices for contract terms 2010-2015	DEC-2013
3,493	Other	SECURITAS SECURITY SERVICES USA INC			71.08	71.08	923100	E2770479	-Securitas Security Services for LG&E Center for contract term 2010-2015	DEC-2013
3,494	Other	SECURITAS SECURITY SERVICES USA INC			239.63	239.63	923100	E2742470	-Securitas Security Services for LG&E Center for contract term 2010-2015	DEC-2013
3,495	Other	SECURITAS SECURITY SERVICES USA INC			2,812.37	2,812.37	923100	E2770247	-Securitas Security Services for KU E W Brown invoices for contract terms 2010-2015	DEC-2013
3,496	Other	SECURITAS SECURITY SERVICES USA INC			3,208.24	3,208.24	923100	E2771833	-Securitas Security Services for KU One Quality invoices for contract terms 2010-2015	DEC-2013
3,497	Other	SECURITAS SECURITY SERVICES USA INC			6,520.90	6,520.90	923100	E2771833	-Securitas Security Services for KU Tyrone invoices for contract terms 2010-2015	DEC-2013
3,498	Other	SECURITAS SECURITY SERVICES USA INC			7,514.64	7,514.64	923100	E2771834	-Securitas Security Services for LG&E Center for contract term 2010-2015	DEC-2013
3,499	Other	SECURITAS SECURITY SERVICES USA INC			9,372.44	9,372.44	923100	E2771833	-Securitas Security Services for KU Green River invoices for contract terms 2010-2015	DEC-2013
3,500	Other	SECURITAS SECURITY SERVICES USA INC			11,441.02	11,441.02	923100	E2771833	-Securitas Security Services for KU E W Brown invoices for contract terms 2010-2015	DEC-2013
3,501	Other	SECURITAS SECURITY SERVICES USA INC			19,610.72	19,610.72	923100	E2771833	-Securitas Security Services for KU Ghent invoices for contract terms 2010-2015	DEC-2013
3,502	Other	SECURITAS SECURITY SERVICES USA INC			29.25	29.25	923100	E2792742	-Securitas Security Services for LG&E Center for contract term 2010-2015	JAN-2014
3,503	Other	SECURITAS SECURITY SERVICES USA INC			2,823.43	2,823.43	923100	E2792544	-Securitas Security Services for KU E W Brown invoices for contract terms 2010-2015	JAN-2014
3,504	Other	SECURITAS SECURITY SERVICES USA INC			3,493.66	3,493.66	923100	E2794629	-Securitas Security Services for KU One Quality invoices for contract terms 2010-2015	JAN-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
3,505	Other	SECURITAS SECURITY SERVICES USA INC			6,681.16	6,681.16	923100	E2794629	-Securitas Security Services for KU Tyrone invoices for contract terms 2010-2015	JAN-2014
3,506	Other	SECURITAS SECURITY SERVICES USA INC			7,501.24	7,501.24	923100	E2794630	-Securitas Security Services for LG&E Center for contract term 2010-2015	JAN-2014
3,507	Other	SECURITAS SECURITY SERVICES USA INC			9,555.44	9,555.44	923100	E2794629	-Securitas Security Services for KU Green River invoices for contract terms 2010-2015	JAN-2014
3,508	Other	SECURITAS SECURITY SERVICES USA INC			11,273.37	11,273.37	923100	E2794629	-Securitas Security Services for KU E W Brown invoices for contract terms 2010-2015	JAN-2014
3,509	Other	SECURITAS SECURITY SERVICES USA INC			20,137.72	20,137.72	923100	E2794629	-Securitas Security Services for KU Ghent invoices for contract terms 2010-2015	JAN-2014
3,510	Other	SECURITAS SECURITY SERVICES USA INC			15.71	15.71	923900	27-FEB-2014 13:02 SERV	-SECURITAS EOC #418990	FEB-2014
3,511	Other	SECURITAS SECURITY SERVICES USA INC			53.39	53.39	923900	27-FEB-2014 13:02 SERV	-SECURITAS EOC #419014	FEB-2014
3,512	Other	SECURITAS SECURITY SERVICES USA INC			14.63	14.63	923100	E2829356	-Securitas Security Services for LG&E Center for contract term 2010-2015	FEB-2014
3,513	Other	SECURITAS SECURITY SERVICES USA INC			3,133.11	3,133.11	923100	E2815688	-Securitas Security Services for KU E W Brown invoices for contract terms 2010-2015	FEB-2014
3,514	Other	SECURITAS SECURITY SERVICES USA INC			3,697.26	3,697.26	923100	E2816969	-Securitas Security Services for KU One Quality invoices for contract terms 2010-2015	FEB-2014
3,515	Other	SECURITAS SECURITY SERVICES USA INC			6,634.60	6,634.60	923100	E2816969	-Securitas Security Services for KU Tyrone invoices for contract terms 2010-2015	FEB-2014
3,516	Other	SECURITAS SECURITY SERVICES USA INC			7,682.42	7,682.42	923100	E2816970	-Securitas Security Services for LG&E Center for contract term 2010-2015	FEB-2014
3,517	Other	SECURITAS SECURITY SERVICES USA INC			9,685.42	9,685.42	923100	E2816969	-Securitas Security Services for KU Green River invoices for contract terms 2010-2015	FEB-2014
3,518	Other	SECURITAS SECURITY SERVICES USA INC			12,138.21	12,138.21	923100	E2816969	-Securitas Security Services for KU E W Brown invoices for contract terms 2010-2015	FEB-2014
3,519	Other	SECURITAS SECURITY SERVICES USA INC			20,621.95	20,621.95	923100	E2816969	-Securitas Security Services for KU Ghent invoices for contract terms 2010-2015	FEB-2014
3,520	Other	SECURITAS SECURITY SERVICES USA INC			2,836.64	2,836.64	923100	E2846747	-Securitas Security Services for KU E W Brown invoices for contract terms 2010-2015	MAR-2014
3,521	Other	SECURITAS SECURITY SERVICES USA INC			271.90	271.90	923100	E2881762	-Securitas Security Services for KU E W Brown invoices for contract terms 2010-2015	APR-2014
3,522	Other	SECURITAS SECURITY SERVICES USA INC			3,076.99	3,076.99	923100	E2865185	-Securitas Security Services for KU E W Brown invoices for contract terms 2010-2015	APR-2014
3,523	Other	SECURITAS SECURITY SERVICES USA INC			3,333.85	3,333.85	923100	E2847846	-Securitas Security Services for KU One Quality invoices for contract terms 2010-2015	APR-2014
3,524	Other	SECURITAS SECURITY SERVICES USA INC			3,606.34	3,606.34	923100	E2865475	-Securitas Security Services for KU One Quality invoices for contract terms 2010-2015	APR-2014
3,525	Other	SECURITAS SECURITY SERVICES USA INC			6,011.20	6,011.20	923100	E2847846	-Securitas Security Services for KU Tyrone invoices for contract terms 2010-2015	APR-2014
3,526	Other	SECURITAS SECURITY SERVICES USA INC			6,713.27	6,713.27	923100	E2865475	-Securitas Security Services for KU Tyrone invoices for contract terms 2010-2015	APR-2014
3,527	Other	SECURITAS SECURITY SERVICES USA INC			6,977.17	6,977.17	923100	E2847847	-Securitas Security Services for LG&E Center for contract term 2010-2015	APR-2014
3,528	Other	SECURITAS SECURITY SERVICES USA INC			7,516.35	7,516.35	923100	E2865476	-Securitas Security Services for LG&E Center for contract term 2010-2015	APR-2014
3,529	Other	SECURITAS SECURITY SERVICES USA INC			8,600.31	8,600.31	923100	E2847846	-Securitas Security Services for KU Green River invoices for contract terms 2010-2015	APR-2014
3,530	Other	SECURITAS SECURITY SERVICES USA INC			9,570.32	9,570.32	923100	E2865475	-Securitas Security Services for KU Green River invoices for contract terms 2010-2015	APR-2014
3,531	Other	SECURITAS SECURITY SERVICES USA INC			10,645.11	10,645.11	923100	E2847846	-Securitas Security Services for KU E W Brown invoices for contract terms 2010-2015	APR-2014
3,532	Other	SECURITAS SECURITY SERVICES USA INC			12,620.35	12,620.35	923100	E2865475	-Securitas Security Services for KU E W Brown invoices for contract terms 2010-2015	APR-2014
3,533	Other	SECURITAS SECURITY SERVICES USA INC			18,092.69	18,092.69	923100	E2847846	-Securitas Security Services for KU Ghent invoices for contract terms 2010-2015	APR-2014
3,534	Other	SECURITAS SECURITY SERVICES USA INC			20,083.02	20,083.02	923100	E2865475	-Securitas Security Services for KU Ghent invoices for contract terms 2010-2015	APR-2014
3,535	Other	SECURITAS SECURITY SERVICES USA INC			1,241.69	1,241.69	923100	E2889283	-Securitas Security Services for KU BROWN invoices for contract terms 2010-2015	MAY-2014
3,536	Other	SECURITAS SECURITY SERVICES USA INC			2,956.82	2,956.82	923100	E2889271	-Securitas Security Services for KU BROWN invoices for contract terms 2010-2015	MAY-2014
3,537	Other	SECURITAS SECURITY SERVICES USA INC			3,623.40	3,623.40	923100	E2890938	-Securitas Security Services for KU ONEQ invoices for contract terms 2010-2015	MAY-2014
3,538	Other	SECURITAS SECURITY SERVICES USA INC			6,380.28	6,380.28	923100	E2890938	-Securitas Security Services for KU TYRONE invoices for contract terms 2010-2015	MAY-2014
3,539	Other	SECURITAS SECURITY SERVICES USA INC			7,505.31	7,505.31	923100	E2890939	-Securitas Security Services LGE Center Guard Services for contract term 2010-2015	MAY-2014
3,540	Other	SECURITAS SECURITY SERVICES USA INC			9,217.01	9,217.01	923100	E2890938	-Securitas Security Services for KU GREEN RIVER invoices for contract terms 2010-2015	MAY-2014
3,541	Other	SECURITAS SECURITY SERVICES USA INC			12,602.38	12,602.38	923100	E2890938	-Securitas Security Services for KU BROWN invoices for contract terms 2010-2015	MAY-2014
3,542	Other	SECURITAS SECURITY SERVICES USA INC			19,630.36	19,630.36	923100	E2890938	-Securitas Security Services for KU GHENT invoices for contract terms 2010-2015	MAY-2014
3,543	Other	SECURITAS SECURITY SERVICES USA INC			3,025.75	3,025.75	923100	E2908556	-Securitas Security Services for KU BROWN invoices for contract terms 2010-2015	JUN-2014
3,544	Other	SECURITAS SECURITY SERVICES USA INC			3,522.10	3,522.10	923100	E2909058	-Securitas Security Services for KU ONEQ invoices for contract terms 2010-2015	JUN-2014
3,545	Other	SECURITAS SECURITY SERVICES USA INC			6,781.80	6,781.80	923100	E2909058	-Securitas Security Services for KU TYRONE invoices for contract terms 2010-2015	JUN-2014
3,546	Other	SECURITAS SECURITY SERVICES USA INC			9,712.64	9,712.64	923100	E2909058	-Securitas Security Services for KU GREEN RIVER invoices for contract terms 2010-2015	JUN-2014
3,547	Other	SECURITAS SECURITY SERVICES USA INC			12,520.81	12,520.81	923100	E2909058	-Securitas Security Services for KU BROWN invoices for contract terms 2010-2015	JUN-2014
3,548	Other	SECURITAS SECURITY SERVICES USA INC			20,326.03	20,326.03	923100	E2909058	-Securitas Security Services for KU GHENT invoices for contract terms 2010-2015	JUN-2014
3,549	Other	SECURITAS SECURITY SERVICES USA INC			2,913.29	2,913.29	923100	E2936544	-Securitas Security Services for KU BROWN invoices for contract terms 2010-2015	JUN-2014
3,550	Other	SECURITAS SECURITY SERVICES USA INC			3,680.58	3,680.58	923100	E2936545	-Securitas Security Services for KU One Quality invoices for contract terms 2010-2015	JUL-2014
3,551	Other	SECURITAS SECURITY SERVICES USA INC			6,439.03	6,439.03	923100	E2936545	-Securitas Security Services for KU TYRONE invoices for contract terms 2010-2015	JUL-2014
3,552	Other	SECURITAS SECURITY SERVICES USA INC			7,505.63	7,505.63	923100	E2936546	-Pay Securitas Security Services USA, Inc Invoice #E2936546 for LG&E Security services June 1 thru June 30, 2014	JUL-2014
3,553	Other	SECURITAS SECURITY SERVICES USA INC			9,223.76	9,223.76	923100	E2936545	-Securitas Security Services for KU GREEN RIVER invoices for contract terms 2010-2015	JUL-2014
3,554	Other	SECURITAS SECURITY SERVICES USA INC			12,157.54	12,157.54	923100	E2936545	-Securitas Security Services for KU BROWN invoices for contract terms 2010-2015	JUL-2014
3,555	Other	SECURITAS SECURITY SERVICES USA INC			19,460.92	19,460.92	923100	E2936545	-Securitas Security Services for KU GHENT invoices for contract terms 2010-2015	JUL-2014
3,556	Other	SECURITAS SECURITY SERVICES USA INC			(55,705.90)	(55,705.90)	923100	E2909059	-Securitas Security Services LGE Center Guard Services for contract term 2010-2015	JUL-2014
3,557	Other	SECURITAS SECURITY SERVICES USA INC			63,581.64	63,581.64	923100	E2909059	-Securitas Security Services LGE Center Guard Services for contract term 2010-2015	JUL-2014
3,558	Other	SECURITAS SECURITY SERVICES USA INC			3,118.63	3,118.63	923100	E2962988	-Securitas Security Services for KU BROWN invoices for contract terms 2010-2015	AUG-2014
3,559	Other	SECURITAS SECURITY SERVICES USA INC			3,707.80	3,707.80	923100	E2962990	-Securitas Security Services for KU ONEQ invoices for contract terms 2010-2015	AUG-2014
3,560	Other	SECURITAS SECURITY SERVICES USA INC			6,565.00	6,565.00	923100	E2962990	-Securitas Security Services for KU TYRONE invoices for contract terms 2010-2015	AUG-2014
3,561	Other	SECURITAS SECURITY SERVICES USA INC			9,625.00	9,625.00	923100	E2962990	-Securitas Security Services for KU GREEN RIVER invoices for contract terms 2010-2015	AUG-2014
3,562	Other	SECURITAS SECURITY SERVICES USA INC			13,771.60	13,771.60	923100	E2962990	-Securitas Security Services for KU BROWN invoices for contract terms 2010-2015	AUG-2014
3,563	Other	SECURITAS SECURITY SERVICES USA INC			20,454.57	20,454.57	923100	E2962990	-Securitas Security Services for KU GHENT invoices for contract terms 2010-2015	AUG-2014
3,564	Other	SECURITAS SECURITY SERVICES USA INC			33.45	33.45	923900	29-SEP-2014 11:09 SERV	-SECURITAS EOC #624552	OCT-2014
3,565	Other	SED IT LLC			387.50	387.50	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,566	Other	SED IT LLC			387.50	387.50	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,567	Other	SED IT LLC			387.50	387.50	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,568	Other	SED IT LLC			387.50	387.50	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,569	Other	SED IT LLC			387.50	387.50	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,570	Other	SED IT LLC			434.00	434.00	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,571	Other	SED IT LLC			775.00	775.00	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,572	Other	SED IT LLC			775.00	775.00	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,573	Other	SED IT LLC			775.00	775.00	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,574	Other	SED IT LLC			775.00	775.00	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,575	Other	SED IT LLC			1,550.00	1,550.00	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,576	Other	SERVICEMASTER ADVANCED COMMERCIAL SRVCS			361.33	361.33	923900	77910	-Service Master Carpet Cleaning Project at LGE Center	NOV-2013
3,577	Other	SERVICEMASTER ADVANCED COMMERCIAL SRVCS			386.25	386.25	923900	77912	-Service Master Carpet Cleaning Project at LGE Center	NOV-2013

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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
3,578	Other	SERVICEMASTER ADVANCED COMMERCIAL SRVCS			635.45	635.45	923900	77908	-Service Master Carpet Cleaning Project at LGE Center	NOV-2013
3,579	Other	SERVICEMASTER ADVANCED COMMERCIAL SRVCS			722.68	722.68	923900	77909	-Service Master Carpet Cleaning Project at LGE Center	NOV-2013
3,580	Other	SHRED IT LOUISVILLE			1.05	1.05	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,581	Other	SHRED IT LOUISVILLE			1.05	1.05	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,582	Other	SHRED IT LOUISVILLE			1.23	1.23	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,583	Other	SHRED IT LOUISVILLE			1.23	1.23	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,584	Other	SHRED IT LOUISVILLE			1.33	1.33	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #671390	NOV-2013
3,585	Other	SHRED IT LOUISVILLE			1.43	1.43	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,586	Other	SHRED IT LOUISVILLE			1.43	1.43	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,587	Other	SHRED IT LOUISVILLE			1.84	1.84	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,588	Other	SHRED IT LOUISVILLE			1.84	1.84	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,589	Other	SHRED IT LOUISVILLE			1.88	1.88	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,590	Other	SHRED IT LOUISVILLE			1.88	1.88	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,591	Other	SHRED IT LOUISVILLE			2.68	2.68	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #671390	NOV-2013
3,592	Other	SHRED IT LOUISVILLE			2.84	2.84	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #310567	NOV-2013
3,593	Other	SHRED IT LOUISVILLE			2.84	2.84	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #310567	NOV-2013
3,594	Other	SHRED IT LOUISVILLE			2.84	2.84	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #420616	NOV-2013
3,595	Other	SHRED IT LOUISVILLE			2.85	2.85	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #310567	NOV-2013
3,596	Other	SHRED IT LOUISVILLE			2.85	2.85	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #310567	NOV-2013
3,597	Other	SHRED IT LOUISVILLE			2.85	2.85	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #420616	NOV-2013
3,598	Other	SHRED IT LOUISVILLE			3.05	3.05	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #310567	NOV-2013
3,599	Other	SHRED IT LOUISVILLE			3.05	3.05	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #310567	NOV-2013
3,600	Other	SHRED IT LOUISVILLE			3.05	3.05	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #420616	NOV-2013
3,601	Other	SHRED IT LOUISVILLE			8.01	8.01	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #980427	NOV-2013
3,602	Other	SHRED IT LOUISVILLE			8.50	8.50	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #070054	NOV-2013
3,603	Other	SHRED IT LOUISVILLE			8.88	8.88	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #423248	NOV-2013
3,604	Other	SHRED IT LOUISVILLE			8.88	8.88	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #423248	NOV-2013
3,605	Other	SHRED IT LOUISVILLE			9.08	9.08	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #070054	NOV-2013
3,606	Other	SHRED IT LOUISVILLE			9.60	9.60	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #422554	NOV-2013
3,607	Other	SHRED IT LOUISVILLE			12.54	12.54	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #424857	NOV-2013
3,608	Other	SHRED IT LOUISVILLE			18.17	18.17	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419360	NOV-2013
3,609	Other	SHRED IT LOUISVILLE			19.22	19.22	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419873	NOV-2013
3,610	Other	SHRED IT LOUISVILLE			34.30	34.30	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #816878	NOV-2013
3,611	Other	SHRED IT LOUISVILLE			47.04	47.04	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #054255	NOV-2013
3,612	Other	SHRED IT LOUISVILLE			53.78	53.78	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #426779	NOV-2013
3,613	Other	SHRED IT LOUISVILLE			1.05	1.05	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,614	Other	SHRED IT LOUISVILLE			1.05	1.05	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,615	Other	SHRED IT LOUISVILLE			1.23	1.23	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,616	Other	SHRED IT LOUISVILLE			1.23	1.23	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,617	Other	SHRED IT LOUISVILLE			1.43	1.43	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,618	Other	SHRED IT LOUISVILLE			1.43	1.43	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,619	Other	SHRED IT LOUISVILLE			1.84	1.84	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,620	Other	SHRED IT LOUISVILLE			1.84	1.84	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,621	Other	SHRED IT LOUISVILLE			1.88	1.88	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,622	Other	SHRED IT LOUISVILLE			1.88	1.88	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,623	Other	SHRED IT LOUISVILLE			8.50	8.50	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #070054	DEC-2013
3,624	Other	SHRED IT LOUISVILLE			8.88	8.88	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #423248	DEC-2013
3,625	Other	SHRED IT LOUISVILLE			8.88	8.88	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #423248	DEC-2013
3,626	Other	SHRED IT LOUISVILLE			9.08	9.08	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #070054	DEC-2013
3,627	Other	SHRED IT LOUISVILLE			12.59	12.59	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #424857	DEC-2013
3,628	Other	SHRED IT LOUISVILLE			19.22	19.22	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419873	DEC-2013
3,629	Other	SHRED IT LOUISVILLE			47.04	47.04	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #054255	DEC-2013
3,630	Other	SHRED IT LOUISVILLE			53.78	53.78	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #426779	DEC-2013
3,631	Other	SHRED IT LOUISVILLE			1.05	1.05	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,632	Other	SHRED IT LOUISVILLE			1.05	1.05	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,633	Other	SHRED IT LOUISVILLE			1.05	1.05	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,634	Other	SHRED IT LOUISVILLE			1.23	1.23	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,635	Other	SHRED IT LOUISVILLE			1.23	1.23	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,636	Other	SHRED IT LOUISVILLE			1.23	1.23	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,637	Other	SHRED IT LOUISVILLE			1.43	1.43	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,638	Other	SHRED IT LOUISVILLE			1.43	1.43	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,639	Other	SHRED IT LOUISVILLE			1.43	1.43	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,640	Other	SHRED IT LOUISVILLE			1.80	1.80	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,641	Other	SHRED IT LOUISVILLE			1.80	1.80	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,642	Other	SHRED IT LOUISVILLE			1.80	1.80	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,643	Other	SHRED IT LOUISVILLE			1.84	1.84	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,644	Other	SHRED IT LOUISVILLE			1.84	1.84	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,645	Other	SHRED IT LOUISVILLE			1.84	1.84	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,646	Other	SHRED IT LOUISVILLE			8.50	8.50	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #070054	JAN-2014
3,647	Other	SHRED IT LOUISVILLE			8.50	8.50	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #070054	JAN-2014
3,648	Other	SHRED IT LOUISVILLE			8.57	8.57	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #422554	JAN-2014
3,649	Other	SHRED IT LOUISVILLE			8.88	8.88	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #423248	JAN-2014
3,650	Other	SHRED IT LOUISVILLE			9.08	9.08	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #070054	JAN-2014

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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
3,651	Other	SHRED IT LOUISVILLE			9.08	9.08	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #070054	JAN-2014
3,652	Other	SHRED IT LOUISVILLE			9.60	9.60	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #422554	JAN-2014
3,653	Other	SHRED IT LOUISVILLE			9.60	9.60	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #422554	JAN-2014
3,654	Other	SHRED IT LOUISVILLE			12.54	12.54	923100	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #424857	JAN-2014
3,655	Other	SHRED IT LOUISVILLE			47.04	47.04	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #054255	JAN-2014
3,656	Other	SHRED IT LOUISVILLE			53.78	53.78	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #426779	JAN-2014
3,657	Other	SHRED IT LOUISVILLE			53.78	53.78	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #426779	JAN-2014
3,658	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,659	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,660	Other	SHRED IT LOUISVILLE			1.47	1.47	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,661	Other	SHRED IT LOUISVILLE			1.47	1.47	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,662	Other	SHRED IT LOUISVILLE			1.70	1.70	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,663	Other	SHRED IT LOUISVILLE			1.70	1.70	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,664	Other	SHRED IT LOUISVILLE			2.15	2.15	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,665	Other	SHRED IT LOUISVILLE			2.15	2.15	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,666	Other	SHRED IT LOUISVILLE			2.19	2.19	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,667	Other	SHRED IT LOUISVILLE			2.19	2.19	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,668	Other	SHRED IT LOUISVILLE			8.30	8.30	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #143173	FEB-2014
3,669	Other	SHRED IT LOUISVILLE			8.88	8.88	923900	29-OCT-2013 09:10 SERV	-SHRED IT LOUISVILLE #423248	FEB-2014
3,670	Other	SHRED IT LOUISVILLE			8.88	8.88	923900	29-OCT-2013 09:10 SERV	-SHRED IT LOUISVILLE #423248	FEB-2014
3,671	Other	SHRED IT LOUISVILLE			10.15	10.15	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #070054	FEB-2014
3,672	Other	SHRED IT LOUISVILLE			10.69	10.69	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #426779	FEB-2014
3,673	Other	SHRED IT LOUISVILLE			10.83	10.83	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #070054	FEB-2014
3,674	Other	SHRED IT LOUISVILLE			11.45	11.45	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #422554	FEB-2014
3,675	Other	SHRED IT LOUISVILLE			21.19	21.19	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #423248	FEB-2014
3,676	Other	SHRED IT LOUISVILLE			34.36	34.36	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #422554	FEB-2014
3,677	Other	SHRED IT LOUISVILLE			52.86	52.86	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #054255	FEB-2014
3,678	Other	SHRED IT LOUISVILLE			64.16	64.16	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #426779	FEB-2014
3,679	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #388760	MAR-2014
3,680	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #419063	MAR-2014
3,681	Other	SHRED IT LOUISVILLE			1.47	1.47	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #388760	MAR-2014
3,682	Other	SHRED IT LOUISVILLE			1.47	1.47	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #419063	MAR-2014
3,683	Other	SHRED IT LOUISVILLE			1.71	1.71	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #419063	MAR-2014
3,684	Other	SHRED IT LOUISVILLE			2.16	2.16	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #419063	MAR-2014
3,685	Other	SHRED IT LOUISVILLE			2.21	2.21	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #419063	MAR-2014
3,686	Other	SHRED IT LOUISVILLE			3.41	3.41	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #310567	MAR-2014
3,687	Other	SHRED IT LOUISVILLE			3.42	3.42	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #310567	MAR-2014
3,688	Other	SHRED IT LOUISVILLE			3.53	3.53	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #671390	MAR-2014
3,689	Other	SHRED IT LOUISVILLE			3.66	3.66	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #310567	MAR-2014
3,690	Other	SHRED IT LOUISVILLE			9.60	9.60	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #980427	MAR-2014
3,691	Other	SHRED IT LOUISVILLE			9.90	9.90	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #143173	MAR-2014
3,692	Other	SHRED IT LOUISVILLE			10.19	10.19	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #070054	MAR-2014
3,693	Other	SHRED IT LOUISVILLE			10.64	10.64	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #423248	MAR-2014
3,694	Other	SHRED IT LOUISVILLE			10.89	10.89	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #070054	MAR-2014
3,695	Other	SHRED IT LOUISVILLE			14.17	14.17	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #816878	MAR-2014
3,696	Other	SHRED IT LOUISVILLE			14.18	14.18	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #816878	MAR-2014
3,697	Other	SHRED IT LOUISVILLE			14.21	14.21	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #816878	MAR-2014
3,698	Other	SHRED IT LOUISVILLE			16.45	16.45	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #423248	MAR-2014
3,699	Other	SHRED IT LOUISVILLE			16.45	16.45	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #423248	MAR-2014
3,700	Other	SHRED IT LOUISVILLE			19.12	19.12	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #652349	MAR-2014
3,701	Other	SHRED IT LOUISVILLE			20.78	20.78	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #755010	MAR-2014
3,702	Other	SHRED IT LOUISVILLE			23.03	23.03	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #419873	MAR-2014
3,703	Other	SHRED IT LOUISVILLE			28.25	28.25	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #671390	MAR-2014
3,704	Other	SHRED IT LOUISVILLE			50.33	50.33	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #054255	MAR-2014
3,705	Other	SHRED IT LOUISVILLE			51.07	51.07	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #755010	MAR-2014
3,706	Other	SHRED IT LOUISVILLE			51.07	51.07	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #755010	MAR-2014
3,707	Other	SHRED IT LOUISVILLE			74.39	74.39	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #426779	MAR-2014
3,708	Other	SHRED IT LOUISVILLE			1.26	1.26	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #388760	APR-2014
3,709	Other	SHRED IT LOUISVILLE			1.26	1.26	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #388760	APR-2014
3,710	Other	SHRED IT LOUISVILLE			1.48	1.48	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #388760	APR-2014
3,711	Other	SHRED IT LOUISVILLE			1.48	1.48	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #388760	APR-2014
3,712	Other	SHRED IT LOUISVILLE			3.55	3.55	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #671390	APR-2014
3,713	Other	SHRED IT LOUISVILLE			9.77	9.77	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #421507	APR-2014
3,714	Other	SHRED IT LOUISVILLE			10.24	10.24	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #070054	APR-2014
3,715	Other	SHRED IT LOUISVILLE			10.33	10.33	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #421507	APR-2014
3,716	Other	SHRED IT LOUISVILLE			10.33	10.33	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #421507	APR-2014
3,717	Other	SHRED IT LOUISVILLE			10.94	10.94	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #070054	APR-2014
3,718	Other	SHRED IT LOUISVILLE			14.23	14.23	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #816878	APR-2014
3,719	Other	SHRED IT LOUISVILLE			14.24	14.24	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #816878	APR-2014
3,720	Other	SHRED IT LOUISVILLE			14.28	14.28	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #816878	APR-2014
3,721	Other	SHRED IT LOUISVILLE			15.09	15.09	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #424857	APR-2014
3,722	Other	SHRED IT LOUISVILLE			23.13	23.13	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #419873	APR-2014
3,723	Other	SHRED IT LOUISVILLE			50.33	50.33	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #054255	APR-2014

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
3,797	Other	SHRED IT LOUISVILLE			2.17	2.17	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #388760	JUN-2014
3,798	Other	SHRED IT LOUISVILLE			2.17	2.17	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #388760	JUN-2014
3,799	Other	SHRED IT LOUISVILLE			2.17	2.17	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #388760	JUN-2014
3,800	Other	SHRED IT LOUISVILLE			3.46	3.46	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #310567	JUN-2014
3,801	Other	SHRED IT LOUISVILLE			3.46	3.46	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #310567	JUN-2014
3,802	Other	SHRED IT LOUISVILLE			3.46	3.46	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #310567	JUN-2014
3,803	Other	SHRED IT LOUISVILLE			3.46	3.46	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #310567	JUN-2014
3,804	Other	SHRED IT LOUISVILLE			3.46	3.46	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #420616	JUN-2014
3,805	Other	SHRED IT LOUISVILLE			3.46	3.46	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #420616	JUN-2014
3,806	Other	SHRED IT LOUISVILLE			3.70	3.70	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #310567	JUN-2014
3,807	Other	SHRED IT LOUISVILLE			3.70	3.70	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #310567	JUN-2014
3,808	Other	SHRED IT LOUISVILLE			3.70	3.70	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #420616	JUN-2014
3,809	Other	SHRED IT LOUISVILLE			3.73	3.73	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #671390	JUN-2014
3,810	Other	SHRED IT LOUISVILLE			9.60	9.60	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #980427	JUN-2014
3,811	Other	SHRED IT LOUISVILLE			10.18	10.18	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #070054	JUN-2014
3,812	Other	SHRED IT LOUISVILLE			10.18	10.18	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #143173	JUN-2014
3,813	Other	SHRED IT LOUISVILLE			10.22	10.22	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #143173	JUN-2014
3,814	Other	SHRED IT LOUISVILLE			10.99	10.99	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #070054	JUN-2014
3,815	Other	SHRED IT LOUISVILLE			14.51	14.51	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #816878	JUN-2014
3,816	Other	SHRED IT LOUISVILLE			14.52	14.52	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #816878	JUN-2014
3,817	Other	SHRED IT LOUISVILLE			14.55	14.55	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #816878	JUN-2014
3,818	Other	SHRED IT LOUISVILLE			15.03	15.03	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #424857	JUN-2014
3,819	Other	SHRED IT LOUISVILLE			19.21	19.21	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,820	Other	SHRED IT LOUISVILLE			19.21	19.21	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #652349	JUN-2014
3,821	Other	SHRED IT LOUISVILLE			20.38	20.38	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #419360	JUN-2014
3,822	Other	SHRED IT LOUISVILLE			20.55	20.55	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #267009	JUN-2014
3,823	Other	SHRED IT LOUISVILLE			20.55	20.55	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #267009	JUN-2014
3,824	Other	SHRED IT LOUISVILLE			20.75	20.75	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #755010	JUN-2014
3,825	Other	SHRED IT LOUISVILLE			23.02	23.02	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #419873	JUN-2014
3,826	Other	SHRED IT LOUISVILLE			23.02	23.02	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,827	Other	SHRED IT LOUISVILLE			33.56	33.56	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,828	Other	SHRED IT LOUISVILLE			34.46	34.46	923900	27-JUN-2014 13:06 SERV	-SHRED-IT KNOXVILLE #755010	JUN-2014
3,829	Other	SHRED IT LOUISVILLE			35.91	35.91	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,830	Other	SHRED IT LOUISVILLE			39.95	39.95	923900	27-JUN-2014 13:06 SERV	-SHRED IT-NASHVILLE #474131	JUN-2014
3,831	Other	SHRED IT LOUISVILLE			42.66	42.66	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,832	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,833	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,834	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,835	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,836	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,837	Other	SHRED IT LOUISVILLE			43.26	43.26	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,838	Other	SHRED IT LOUISVILLE			45.45	45.45	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #143173	JUN-2014
3,839	Other	SHRED IT LOUISVILLE			47.02	47.02	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,840	Other	SHRED IT LOUISVILLE			50.74	50.74	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #755010	JUN-2014
3,841	Other	SHRED IT LOUISVILLE			50.74	50.74	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #755010	JUN-2014
3,842	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,843	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,844	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,845	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,846	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,847	Other	SHRED IT LOUISVILLE			55.57	55.57	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #420459	JUN-2014
3,848	Other	SHRED IT LOUISVILLE			55.81	55.81	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #420459	JUN-2014
3,849	Other	SHRED IT LOUISVILLE			59.84	59.84	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,850	Other	SHRED IT LOUISVILLE			64.58	64.58	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,851	Other	SHRED IT LOUISVILLE			65.96	65.96	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #426779	JUN-2014
3,852	Other	SHRED IT LOUISVILLE			121.13	121.13	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,853	Other	SHRED IT LOUISVILLE			1.21	1.21	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,854	Other	SHRED IT LOUISVILLE			1.21	1.21	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,855	Other	SHRED IT LOUISVILLE			1.28	1.28	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,856	Other	SHRED IT LOUISVILLE			1.28	1.28	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,857	Other	SHRED IT LOUISVILLE			1.28	1.28	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,858	Other	SHRED IT LOUISVILLE			1.28	1.28	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,859	Other	SHRED IT LOUISVILLE			1.28	1.28	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,860	Other	SHRED IT LOUISVILLE			1.28	1.28	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,861	Other	SHRED IT LOUISVILLE			1.28	1.28	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,862	Other	SHRED IT LOUISVILLE			1.32	1.32	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,863	Other	SHRED IT LOUISVILLE			1.33	1.33	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #388760	JUL-2014
3,864	Other	SHRED IT LOUISVILLE			1.33	1.33	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #388760	JUL-2014
3,865	Other	SHRED IT LOUISVILLE			1.36	1.36	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,866	Other	SHRED IT LOUISVILLE			1.36	1.36	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,867	Other	SHRED IT LOUISVILLE			1.36	1.36	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,868	Other	SHRED IT LOUISVILLE			1.36	1.36	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,869	Other	SHRED IT LOUISVILLE			1.36	1.36	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
4,089	Other	SHRED IT LOUISVILLE			3.68	3.68	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #310567	OCT-2014
4,090	Other	SHRED IT LOUISVILLE			3.68	3.68	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #310567	OCT-2014
4,091	Other	SHRED IT LOUISVILLE			3.68	3.68	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #420616	OCT-2014
4,092	Other	SHRED IT LOUISVILLE			3.70	3.70	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #310567	OCT-2014
4,093	Other	SHRED IT LOUISVILLE			3.70	3.70	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #310567	OCT-2014
4,094	Other	SHRED IT LOUISVILLE			3.70	3.70	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #420616	OCT-2014
4,095	Other	SHRED IT LOUISVILLE			4.54	4.54	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #671390	OCT-2014
4,096	Other	SHRED IT LOUISVILLE			4.77	4.77	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #671390	OCT-2014
4,097	Other	SHRED IT LOUISVILLE			9.09	9.09	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #417684	OCT-2014
4,098	Other	SHRED IT LOUISVILLE			9.55	9.55	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #980427	OCT-2014
4,099	Other	SHRED IT LOUISVILLE			9.60	9.60	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #980427	OCT-2014
4,100	Other	SHRED IT LOUISVILLE			10.14	10.14	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #070054	OCT-2014
4,101	Other	SHRED IT LOUISVILLE			10.18	10.18	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #070054	OCT-2014
4,102	Other	SHRED IT LOUISVILLE			10.77	10.77	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #418669	OCT-2014
4,103	Other	SHRED IT LOUISVILLE			10.84	10.84	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #816878	OCT-2014
4,104	Other	SHRED IT LOUISVILLE			10.84	10.84	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #816878	OCT-2014
4,105	Other	SHRED IT LOUISVILLE			10.85	10.85	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #816878	OCT-2014
4,106	Other	SHRED IT LOUISVILLE			10.94	10.94	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #070054	OCT-2014
4,107	Other	SHRED IT LOUISVILLE			10.99	10.99	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #070054	OCT-2014
4,108	Other	SHRED IT LOUISVILLE			11.11	11.11	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #421374	OCT-2014
4,109	Other	SHRED IT LOUISVILLE			11.25	11.25	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #816878	OCT-2014
4,110	Other	SHRED IT LOUISVILLE			14.38	14.38	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #671390	OCT-2014
4,111	Other	SHRED IT LOUISVILLE			14.51	14.51	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #816878	OCT-2014
4,112	Other	SHRED IT LOUISVILLE			14.52	14.52	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #816878	OCT-2014
4,113	Other	SHRED IT LOUISVILLE			14.55	14.55	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #816878	OCT-2014
4,114	Other	SHRED IT LOUISVILLE			14.96	14.96	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #424857	OCT-2014
4,115	Other	SHRED IT LOUISVILLE			15.03	15.03	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #424857	OCT-2014
4,116	Other	SHRED IT LOUISVILLE			19.12	19.12	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #652349	OCT-2014
4,117	Other	SHRED IT LOUISVILLE			19.21	19.21	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,118	Other	SHRED IT LOUISVILLE			19.21	19.21	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,119	Other	SHRED IT LOUISVILLE			19.21	19.21	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,120	Other	SHRED IT LOUISVILLE			19.21	19.21	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,121	Other	SHRED IT LOUISVILLE			19.21	19.21	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,122	Other	SHRED IT LOUISVILLE			19.21	19.21	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,123	Other	SHRED IT LOUISVILLE			19.21	19.21	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,124	Other	SHRED IT LOUISVILLE			19.21	19.21	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #652349	OCT-2014
4,125	Other	SHRED IT LOUISVILLE			20.37	20.37	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #419360	OCT-2014
4,126	Other	SHRED IT LOUISVILLE			20.46	20.46	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #454067	OCT-2014
4,127	Other	SHRED IT LOUISVILLE			20.46	20.46	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #454067	OCT-2014
4,128	Other	SHRED IT LOUISVILLE			20.46	20.46	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #454067	OCT-2014
4,129	Other	SHRED IT LOUISVILLE			20.55	20.55	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #454067	OCT-2014
4,130	Other	SHRED IT LOUISVILLE			20.55	20.55	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #454067	OCT-2014
4,131	Other	SHRED IT LOUISVILLE			20.55	20.55	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #454067	OCT-2014
4,132	Other	SHRED IT LOUISVILLE			20.65	20.65	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #755010	OCT-2014
4,133	Other	SHRED IT LOUISVILLE			20.75	20.75	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #755010	OCT-2014
4,134	Other	SHRED IT LOUISVILLE			22.92	22.92	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #419873	OCT-2014
4,135	Other	SHRED IT LOUISVILLE			22.92	22.92	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,136	Other	SHRED IT LOUISVILLE			23.02	23.02	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #419873	OCT-2014
4,137	Other	SHRED IT LOUISVILLE			23.02	23.02	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,138	Other	SHRED IT LOUISVILLE			23.02	23.02	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,139	Other	SHRED IT LOUISVILLE			23.02	23.02	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,140	Other	SHRED IT LOUISVILLE			29.52	29.52	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,141	Other	SHRED IT LOUISVILLE			32.31	32.31	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,142	Other	SHRED IT LOUISVILLE			34.51	34.51	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,143	Other	SHRED IT LOUISVILLE			34.51	34.51	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,144	Other	SHRED IT LOUISVILLE			35.91	35.91	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,145	Other	SHRED IT LOUISVILLE			36.71	36.71	923900	29-OCT-2014 06:10 SERV	-SHRED IT KNOXVILLE #755010	OCT-2014
4,146	Other	SHRED IT LOUISVILLE			39.35	39.35	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,147	Other	SHRED IT LOUISVILLE			39.78	39.78	923900	29-OCT-2014 06:10 SERV	-SHRED IT-NASHVILLE #474131	OCT-2014
4,148	Other	SHRED IT LOUISVILLE			39.95	39.95	923900	29-OCT-2014 06:10 SERV	-SHRED IT-NASHVILLE #474131	OCT-2014
4,149	Other	SHRED IT LOUISVILLE			39.95	39.95	923900	29-OCT-2014 06:10 SERV	-SHRED IT-NASHVILLE #474131	OCT-2014
4,150	Other	SHRED IT LOUISVILLE			39.95	39.95	923900	29-SEP-2014 11:09 SERV	-SHRED IT-NASHVILLE #474131	OCT-2014
4,151	Other	SHRED IT LOUISVILLE			42.87	42.87	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,152	Other	SHRED IT LOUISVILLE			42.88	42.88	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,153	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,154	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,155	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,156	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,157	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,158	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,159	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,160	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,161	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
4,162	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,163	Other	SHRED IT LOUISVILLE			43.07	43.07	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,164	Other	SHRED IT LOUISVILLE			47.02	47.02	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,165	Other	SHRED IT LOUISVILLE			47.02	47.02	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,166	Other	SHRED IT LOUISVILLE			47.02	47.02	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,167	Other	SHRED IT LOUISVILLE			49.15	49.15	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,168	Other	SHRED IT LOUISVILLE			50.51	50.51	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #755010	OCT-2014
4,169	Other	SHRED IT LOUISVILLE			50.74	50.74	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #755010	OCT-2014
4,170	Other	SHRED IT LOUISVILLE			50.74	50.74	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #755010	OCT-2014
4,171	Other	SHRED IT LOUISVILLE			50.74	50.74	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #755010	OCT-2014
4,172	Other	SHRED IT LOUISVILLE			51.52	51.52	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #054255	OCT-2014
4,173	Other	SHRED IT LOUISVILLE			51.52	51.52	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #054255	OCT-2014
4,174	Other	SHRED IT LOUISVILLE			53.59	53.59	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,175	Other	SHRED IT LOUISVILLE			53.59	53.59	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,176	Other	SHRED IT LOUISVILLE			53.59	53.59	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,177	Other	SHRED IT LOUISVILLE			53.59	53.59	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,178	Other	SHRED IT LOUISVILLE			53.59	53.59	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,179	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,180	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,181	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,182	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,183	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,184	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,185	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,186	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,187	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,188	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,189	Other	SHRED IT LOUISVILLE			53.83	53.83	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,190	Other	SHRED IT LOUISVILLE			55.57	55.57	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #420459	OCT-2014
4,191	Other	SHRED IT LOUISVILLE			59.57	59.57	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,192	Other	SHRED IT LOUISVILLE			62.45	62.45	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,193	Other	SHRED IT LOUISVILLE			65.66	65.66	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #426779	OCT-2014
4,194	Other	SHRED IT LOUISVILLE			65.96	65.96	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #426779	OCT-2014
4,195	Other	SHRED IT LOUISVILLE			78.95	78.95	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,196	Other	SHRED IT LOUISVILLE			87.56	87.56	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,197	Other	SHRED IT LOUISVILLE			96.85	96.85	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
4,198	Other	SHRED IT LOUISVILLE			119.85	119.85	923900	29-SEP-2014 11:09 SERV	-SHRED IT-NASHVILLE #474131	OCT-2014
4,199	Other	SHRM STORE ONLINE			92.50	92.50	923900	27-AUG-2014 13:08 SERV	-SHRM STORE ONLINE #422034	AUG-2014
4,200	Other	SIGN A RAMA DIXIE			150.15	150.15	923900	1654	-Pay Signarama Dixie Invoice #1654 for sign for new Corporate Security Monitoring Center	DEC-2013
4,201	Other	SIGN A RAMA DIXIE			1,547.54	1,547.54	923900	1654	-Pay Signarama Dixie Invoice #1654 for sign for new Corporate Security Monitoring Center	DEC-2013
4,202	Other	SIMPLEX GRINNELL			1,011.20	1,011.20	923900	29-SEP-2014 09:09 KUTL	-SIMPLEX GRINNELL WEB P #338073	SEP-2014
4,203	Other	SOAP.COM			171.26	171.26	923900	31-DEC-2013 11:12 SERV	-QI *SOAP.COM #426472	DEC-2013
4,204	Other	SOAP.COM			240.88	240.88	923900	30-JAN-2014 09:01 SERV	-QI *SOAP.COM #426472	JAN-2014
4,205	Other	SOUTH CENTRAL SOUND			(112.80)	(112.80)	923900	A100864	-MUZAC service rendered to move dish for KU GO roof work. Invoice A100864	OCT-2014
4,206	Other	SOUTHWEST SANITATION			16.80	16.80	923900	27-JUN-2014 13:06 SERV	-SOUTHWEST SANITATION #474131	JUN-2014
4,207	Other	SOUTHWEST SANITATION			16.80	16.80	923900	27-JUN-2014 13:06 SERV	-SOUTHWEST SANITATION #474131	JUN-2014
4,208	Other	SOUTHWEST SANITATION			16.80	16.80	923900	29-JUL-2014 13:07 SERV	-SOUTHWEST SANITATION #474131	JUL-2014
4,209	Other	SOUTHWEST SANITATION			16.80	16.80	923900	29-JUL-2014 13:07 SERV	-SOUTHWEST SANITATION #474131	JUL-2014
4,210	Other	SOUTHWEST SANITATION			16.80	16.80	923900	27-AUG-2014 13:08 SERV	-SOUTHWEST SANITATION #474131	AUG-2014
4,211	Other	SOUTHWEST SANITATION			16.80	16.80	923900	29-OCT-2014 06:10 SERV	-SOUTHWEST SANITATION #474131	OCT-2014
4,212	Other	SOUTHWEST SANITATION			16.80	16.80	923900	29-OCT-2014 06:10 SERV	-SOUTHWEST SANITATION #474131	OCT-2014
4,213	Other	SOUTHWEST SANITATION			16.80	16.80	923900	29-SEP-2014 11:09 SERV	-SOUTHWEST SANITATION #474131	OCT-2014
4,214	Other	SOUTHWEST SANITATION			16.80	16.80	923900	29-SEP-2014 11:09 SERV	-SOUTHWEST SANITATION #474131	OCT-2014
4,215	Other	SOUTHWEST SANITATION			16.80	16.80	923900	29-SEP-2014 11:09 SERV	-SOUTHWEST SANITATION #474131	OCT-2014
4,216	Other	SPORTSMAN GUIDE			665.79	665.79	923100	31-DEC-2013 11:12 SERV	-SPORTSMANS GUIDE #419295	DEC-2013
4,217	Other	SPRING STREET STORAGE LLC			278.77	278.77	923900	186	-temporary storage of Records	JAN-2014
4,218	Other	SPRING STREET STORAGE LLC			705.14	705.14	923900	189	-temporary storage of Records	FEB-2014
4,219	Other	SPRING STREET STORAGE LLC			225.08	225.08	923900	195	-temporary storage of Records	MAR-2014
4,220	Other	SPRING STREET STORAGE LLC			225.08	225.08	923900	199	-temporary storage of Records	APR-2014
4,221	Other	SPRING STREET STORAGE LLC			227.74	227.74	923900	202	-temporary storage of Records	MAY-2014
4,222	Other	SPRING STREET STORAGE LLC			227.74	227.74	923900	206	-temporary storage of Records	JUN-2014
4,223	Other	SPRING STREET STORAGE LLC			227.74	227.74	923900	216	-Payment of the storage of records	AUG-2014
4,224	Other	SPRING STREET STORAGE LLC			238.08	238.08	923900	221	-Payment of the storage of records	SEP-2014
4,225	Other	SPRING STREET STORAGE LLC			259.28	259.28	923900	226	-Payment of the storage of records	OCT-2014
4,226	Other	STAPLES DIRECT			117.85	117.85	923900	31-DEC-2013 11:12 SERV	-STAPLES 00115212 #426472	DEC-2013
4,227	Other	STAPLES DIRECT			46.94	46.94	923100	30-JAN-2014 12:01 KUTL	-STAPLES 00117572 #334833	JAN-2014
4,228	Other	STAPLES DIRECT			222.59	222.59	923100	27-AUG-2014 08:08 KUTL	-STAPLES DIRECT #334833	AUG-2014
4,229	Other	STERICYCLE			276.90	276.90	923900	31-DEC-2013 11:12 SERV	-STERICYCLE #426472	DEC-2013
4,230	Other	SUBURBAN PROPANE			240.60	240.60	923900	29-OCT-2014 06:10 KUTL	-SUBURBAN PROPANE LP #338073	OCT-2014
4,231	Other	SURVEYMONKEY.COM			102.00	102.00	923900	29-SEP-2014 11:09 SERV	-SURVEYMONKEY.COM #422034	OCT-2014
4,232	Other	SURVEYMONKEY.COM			150.00	150.00	923900	29-OCT-2014 06:10 SERV	-SURVEYMONKEY.COM #574948	OCT-2014
4,233	Other	TANGOE INC			12,500.00	12,500.00	923900	INV046593	-Installment #1 to Renegotiation Services	OCT-2014
4,234	Other	TARGET			13.68	13.68	923900	30-JAN-2014 12:01 KUTL	-TARGET 00003665 #337240	JAN-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
4,235	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			6,006.00	6,006.00	923900	81334	-Temporary IT Resource - Venu Mothukuri	MAR-2014
4,236	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			4,404.40	4,404.40	923900	82786	-Temporary IT Resource - Venu Mothukuri	APR-2014
4,237	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			1,000.00	1,000.00	923900	83969	-Temporary IT Resource - Venu Mothukuri	MAY-2014
4,238	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			900.00	900.00	923900	85344A	-Temporary IT Resource - Venu Mothukuri	JUN-2014
4,239	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			3,162.00	3,162.00	923900	85344A	-Temporary IT Resource - Venu Mothukuri	JUN-2014
4,240	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			313.60	313.60	923900	86953	-Temporary IT Resource - David Kenner	JUL-2014
4,241	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			4,080.00	4,080.00	923900	86952	-Temporary IT Resource - Venu Mothukuri	JUL-2014
4,242	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			3,264.00	3,264.00	923900	88244	-Temporary IT Resource - Venu Mothukuri	AUG-2014
4,243	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			6,899.20	6,899.20	923900	88245	-Temporary IT Resource - David Kenner	AUG-2014
4,244	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			34.50	34.50	923900	89564	-Mileage	SEP-2014
4,245	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			6,585.60	6,585.60	923900	89564	-Temporary IT Resource - David Kenner	SEP-2014
4,246	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			34.50	34.50	923900	90748	-Mileage	OCT-2014
4,247	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			5,213.60	5,213.60	923900	90748	-Temporary IT Resource - David Kenner	OCT-2014
4,248	Other	TEK SYSTEMS			16.52	16.52	923900	NW00774300	-Mileage	NOV-2013
4,249	Other	TEK SYSTEMS			148.65	148.65	923900	NW00787022	-Mileage	NOV-2013
4,250	Other	TEK SYSTEMS			5,669.76	5,669.76	923900	NW00787022	-Temporary IT Resource (Stuart Myers)	NOV-2013
4,251	Other	TEK SYSTEMS			11,856.50	11,856.50	923900	MX04270564	-Temporary IT Resource (John McCarty - Off Site)	NOV-2013
4,252	Other	TEK SYSTEMS			8.45	8.45	923900	NW00791731	-Mileage	DEC-2013
4,253	Other	TEK SYSTEMS			41.10	41.10	923900	NW00803554	-Mileage	DEC-2013
4,254	Other	TEK SYSTEMS			2,017.08	2,017.08	923900	MX04305890	-Temporary IT Resources (Sudhir Patta - Award Rec)	DEC-2013
4,255	Other	TEK SYSTEMS			2,141.84	2,141.84	923900	NW00807090	-Temporary IT Resource - John Yarbrough	DEC-2013
4,256	Other	TEK SYSTEMS			3,294.56	3,294.56	923900	MX04306342	-IT Temporary Resource (Venkat Giri)	DEC-2013
4,257	Other	TEK SYSTEMS			9,535.80	9,535.80	923900	MX04306795	-Temporary IT Resource (John McCarty - Off Site)	DEC-2013
4,258	Other	TEK SYSTEMS			3,294.56	3,294.56	923900	MX04351192	-IT Temporary Resource (Venkat Giri)	JAN-2014
4,259	Other	TEK SYSTEMS			3,361.80	3,361.80	923900	MX04350901	-Temporary IT Resources (Sudhir Patta - Award Rec)	JAN-2014
4,260	Other	TEK SYSTEMS			4,892.89	4,892.89	923900	MX04358560	-Temporary IT Resource - Sateesh Gandra	JAN-2014
4,261	Other	TEK SYSTEMS			5,354.95	5,354.95	923900	NW00826723	-Temporary IT Resource - John Yarbrough	JAN-2014
4,262	Other	TEK SYSTEMS			8,763.00	8,763.00	923900	MX04351532	-Temporary IT Resource (John McCarty - Off Site)	JAN-2014
4,263	Other	TEK SYSTEMS			59.46	59.46	923900	TK03710122	-Mileage	FEB-2014
4,264	Other	TEK SYSTEMS			2,818.82	2,818.82	923900	TK03710122	-Temporary IT Resource - Jamie Eldridge	FEB-2014
4,265	Other	TEK SYSTEMS			2,841.84	2,841.84	923900	TK03709198	-Temporary IT Resource (Justin Taylor)	FEB-2014
4,266	Other	TEK SYSTEMS			5,890.58	5,890.58	923900	NW00842671	-Temporary IT Resource - John Yarbrough	FEB-2014
4,267	Other	TEK SYSTEMS			6,508.44	6,508.44	923900	NW00840134	-Temporary IT Resource - Jim Jackson	FEB-2014
4,268	Other	TEK SYSTEMS			7,059.78	7,059.78	923900	MX04386383	-Temporary IT Resources (Sudhir Patta - Award Rec)	FEB-2014
4,269	Other	TEK SYSTEMS			8,280.28	8,280.28	923900	MX04393722	-Temporary IT Resource - Sateesh Gandra	FEB-2014
4,270	Other	TEK SYSTEMS			9,883.69	9,883.69	923900	MX04386682	-IT Temporary Resource (Venkat Giri)	FEB-2014
4,271	Other	TEK SYSTEMS			10,114.90	10,114.90	923900	MX04394117	-Temporary IT Resource - Sattish Garapati	FEB-2014
4,272	Other	TEK SYSTEMS			11,340.15	11,340.15	923900	MX04387010	-Temporary IT Resource (John McCarty - Off Site)	FEB-2014
4,273	Other	TEK SYSTEMS			5,421.89	5,421.89	923900	NW00858819	-Temporary IT Resource - John Yarbrough	MAR-2014
4,274	Other	TEK SYSTEMS			5,645.64	5,645.64	923900	MX04428902	-Temporary IT Resource - Sateesh Gandra	MAR-2014
4,275	Other	TEK SYSTEMS			5,768.85	5,768.85	923900	NW00856650	-Temporary IT Resource - Jim Jackson	MAR-2014
4,276	Other	TEK SYSTEMS			6,163.30	6,163.30	923900	MX04422293	-Temporary IT Resources (Sudhir Patta - Award Rec)	MAR-2014
4,277	Other	TEK SYSTEMS			9,413.04	9,413.04	923900	MX04422549	-IT Temporary Resource (Venkat Giri)	MAR-2014
4,278	Other	TEK SYSTEMS			9,609.15	9,609.15	923900	MX04431659	-Temporary IT Resource - Sattish Garapati	MAR-2014
4,279	Other	TEK SYSTEMS			16.94	16.94	923900	NW00876809	-Mileage	APR-2014
4,280	Other	TEK SYSTEMS			1,259.53	1,259.53	923900	NW00878163A	-Temporary IT Resource - Joshua Rockwell	APR-2014
4,281	Other	TEK SYSTEMS			5,622.70	5,622.70	923900	NW00878762	-Temporary IT Resource - John Yarbrough	APR-2014
4,282	Other	TEK SYSTEMS			6,249.59	6,249.59	923900	NW00876809	-Temporary IT Resource - Jim Jackson	APR-2014
4,283	Other	TEK SYSTEMS			6,962.96	6,962.96	923900	MX04471773	-Temporary IT Resource - Sateesh Gandra	APR-2014
4,284	Other	TEK SYSTEMS			7,283.90	7,283.90	923900	MX04466004	-Temporary IT Resources (Sudhir Patta - Award Rec)	APR-2014
4,285	Other	TEK SYSTEMS			9,413.04	9,413.04	923900	MX04466252	-IT Temporary Resource (Venkat Giri)	APR-2014
4,286	Other	TEK SYSTEMS			9,794.04	9,794.04	923900	MX04466547	-Temporary IT Resource (John McCarty - Off Site)	APR-2014
4,287	Other	TEK SYSTEMS			10,309.52	10,309.52	923900	MX04422874	-Temporary IT Resource (John McCarty - Off Site)	APR-2014
4,288	Other	TEK SYSTEMS			10,620.65	10,620.65	923900	MX04472117A	-Temporary IT Resource - Sattish Garapati	APR-2014
4,289	Other	TEK SYSTEMS			16.31	16.31	923900	NW00893440	-Mileage	MAY-2014
4,290	Other	TEK SYSTEMS			5,617.08	5,617.08	923900	NW00895236	-Temporary IT Resource - John Yarbrough	MAY-2014
4,291	Other	TEK SYSTEMS			6,246.24	6,246.24	923900	NW00893440	-Temporary IT Resource - Jim Jackson	MAY-2014
4,292	Other	TEK SYSTEMS			7,426.00	7,426.00	923900	MX04507389	-Temporary IT Resource - Sateesh Gandra	MAY-2014
4,293	Other	TEK SYSTEMS			8,064.00	8,064.00	923900	MX04502012	-Temporary IT Resources (Sudhir Patta - Award Rec)	MAY-2014
4,294	Other	TEK SYSTEMS			10,610.04	10,610.04	923900	MX04507699A	-Temporary IT Resource - Sattish Garapati	MAY-2014
4,295	Other	TEK SYSTEMS			10,754.80	10,754.80	923900	MX04502543	-Temporary IT Resource (John McCarty - Off Site)	MAY-2014
4,296	Other	TEK SYSTEMS			16.62	16.62	923900	NW00909167	-Mileage	JUN-2014
4,297	Other	TEK SYSTEMS			26.95	26.95	923900	NW00911108	-Mileage	JUN-2014
4,298	Other	TEK SYSTEMS			5,617.08	5,617.08	923900	NW00911108	-Temporary IT Resource - John Yarbrough	JUN-2014
4,299	Other	TEK SYSTEMS			6,135.36	6,135.36	923900	NW00909167	-Temporary IT Resource - Jim Jackson	JUN-2014
4,300	Other	TEK SYSTEMS			6,608.00	6,608.00	923900	MX04537124	-Temporary IT Resources (Sudhir Patta - Award Rec)	JUN-2014
4,301	Other	TEK SYSTEMS			10,610.04	10,610.04	923900	MX04543260A	-Temporary IT Resource - Sattish Garapati	JUN-2014
4,302	Other	TEK SYSTEMS			10,819.20	10,819.20	923900	MX04546551A	-Temporary IT Resource (John McCarty - Off Site)	JUN-2014
4,303	Other	TEK SYSTEMS			41.80	41.80	923900	NW00931278	-Mileage	JUL-2014
4,304	Other	TEK SYSTEMS			3,760.00	3,760.00	923900	MX04588017	-Temporary IT Resource - Sateesh Gandra	JUL-2014
4,305	Other	TEK SYSTEMS			4,480.00	4,480.00	923900	MX04583561	-Temporary IT Resources (Sudhir Patta - Award Rec)	JUL-2014
4,306	Other	TEK SYSTEMS			5,617.08	5,617.08	923900	NW00931278	-Temporary IT Resource - John Yarbrough	JUL-2014
4,307	Other	TEK SYSTEMS			5,617.92	5,617.92	923900	NW00929878	-Temporary IT Resource - Jim Jackson	JUL-2014

KENTUCKY UTILITIES COMPANY

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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
4,308	Other	TEK SYSTEMS			7,520.00	7,520.00	923900	MX04542944	-Temporary IT Resource - Sateesh Gandra	JUL-2014
4,309	Other	TEK SYSTEMS			10,610.04	10,610.04	923900	MX04588251	-Temporary IT Resource - Sattish Garapati	JUL-2014
4,310	Other	TEK SYSTEMS			10,819.20	10,819.20	923900	MX04590973	-Temporary IT Resource (John McCarty - Off Site)	JUL-2014
4,311	Other	TEK SYSTEMS			13.20	13.20	923900	NW00947563	-Mileage	AUG-2014
4,312	Other	TEK SYSTEMS			2,688.00	2,688.00	923900	MX04620553	-Temporary IT Resources (Sudhir Patta - Award Rec)	AUG-2014
4,313	Other	TEK SYSTEMS			5,884.56	5,884.56	923900	NW00947563	-Temporary IT Resource - John Yarbrough	AUG-2014
4,314	Other	TEK SYSTEMS			11,115.28	11,115.28	923900	MX04625004	-Temporary IT Resource - Sattish Garapati	AUG-2014
4,315	Other	TEK SYSTEMS			11,334.40	11,334.40	923900	MX04627399	-Temporary IT Resource (John McCarty - Off Site)	AUG-2014
4,316	Other	TEK SYSTEMS			14.56	14.56	923900	NW00970001A	-Mileage	SEP-2014
4,317	Other	TEK SYSTEMS			16.62	16.62	923900	NW00950693B	-Mileage	SEP-2014
4,318	Other	TEK SYSTEMS			40.88	40.88	923900	NW00968052A	-Mileage	SEP-2014
4,319	Other	TEK SYSTEMS			896.00	896.00	923900	MX04675059	-Temporary IT Resources (Sudhir Patta - Award Rec)	SEP-2014
4,320	Other	TEK SYSTEMS			3,751.80	3,751.80	923900	NW00970001A	-Temporary IT Resource - Gary Emmitt	SEP-2014
4,321	Other	TEK SYSTEMS			5,617.08	5,617.08	923900	NW00968052A	-Temporary IT Resource - John Yarbrough	SEP-2014
4,322	Other	TEK SYSTEMS			6,504.96	6,504.96	923900	NW00950693B	-Temporary IT Resource - Jim Jackson	SEP-2014
4,323	Other	TEK SYSTEMS			10,420.58	10,420.58	923900	MX04670783	-Temporary IT Resource - Sattish Garapati	SEP-2014
4,324	Other	TEK SYSTEMS			10,819.20	10,819.20	923900	MX04672812	-Temporary IT Resource (John McCarty - Off Site)	SEP-2014
4,325	Other	TEK SYSTEMS			16.31	16.31	923900	NW00966814A	-Mileage	OCT-2014
4,326	Other	TEK SYSTEMS			41.16	41.16	923900	NW00984701A	-Mileage	OCT-2014
4,327	Other	TEK SYSTEMS			102.48	102.48	923900	NW00986423	-Mileage	OCT-2014
4,328	Other	TEK SYSTEMS			448.00	448.00	923900	MX04712093A	-Temporary IT Resources (Sudhir Patta - Award Rec)	OCT-2014
4,329	Other	TEK SYSTEMS			5,252.52	5,252.52	923900	NW00986423	-Temporary IT Resource - Gary Emmitt	OCT-2014
4,330	Other	TEK SYSTEMS			5,617.08	5,617.08	923900	NW00984701A	-Temporary IT Resource - John Yarbrough	OCT-2014
4,331	Other	TEK SYSTEMS			5,913.60	5,913.60	923900	NW00966814A	-Temporary IT Resource - Jim Jackson	OCT-2014
4,332	Other	TEK SYSTEMS			6,246.24	6,246.24	923900	NW00983650	-Temporary IT Resource - Jim Jackson	OCT-2014
4,333	Other	TEK SYSTEMS			10,561.60	10,561.60	923900	MX04710061	-Temporary IT Resource (John McCarty - Off Site)	OCT-2014
4,334	Other	THE CATERING COMPANY			193.65	193.65	923900	31-DEC-2013 11:12 SERV	-THE CATERING COMPANY #42674	DEC-2013
4,335	Other	THE CUBERO GROUP			1,207.73	1,207.73	923900	30-JAN-2014 09:01 SERV	-COD - THE CUBERO GROUP #235979	AUG-2014
4,336	Other	THE DATA VAULT			183.28	183.28	923900	184720	-Storage for 1208-01 KU	JAN-2014
4,337	Other	THE DATA VAULT			1,121.88	1,121.88	923900	184720	-Storage for 1208-02 Servco	JAN-2014
4,338	Other	THE DATA VAULT			377.60	377.60	923900	185296	-Storage for 1208-01 KU	FEB-2014
4,339	Other	THE DATA VAULT			1,080.45	1,080.45	923900	185296	-Storage for 1208-02 Servco	FEB-2014
4,340	Other	THE DATA VAULT			1,002.93	1,002.93	923900	185870	-Storage for 1208-02 Servco	MAR-2014
4,341	Other	THE DATA VAULT			1,119.27	1,119.27	923900	185870	-Storage for 1208-01 KU	MAR-2014
4,342	Other	THE DATA VAULT			194.92	194.92	923900	186443	-Storage for 1208-01 KU	APR-2014
4,343	Other	THE DATA VAULT			995.86	995.86	923900	186443	-Storage for 1208-02 Servco	APR-2014
4,344	Other	THE DATA VAULT			194.92	194.92	923900	187023	-Storage for 1208-01 KU	MAY-2014
4,345	Other	THE DATA VAULT			943.50	943.50	923900	187023	-Storage for 1208-02 Servco	MAY-2014
4,346	Other	THE DATA VAULT			369.12	369.12	923900	187592	-Storage for 1208-01 KU	JUN-2014
4,347	Other	THE DATA VAULT			1,017.68	1,017.68	923900	187592	-Storage for 1208-02 Servco	JUN-2014
4,348	Other	THE DATA VAULT			280.49	280.49	923900	188171	-Storage for 1208-01 KU	JUL-2014
4,349	Other	THE DATA VAULT			1,092.36	1,092.36	923900	188171	-Storage for 1208-02 Servco	JUL-2014
4,350	Other	THE DATA VAULT			297.80	297.80	923900	188748	-Storage for 1208-01 KU	AUG-2014
4,351	Other	THE DATA VAULT			956.95	956.95	923900	188748	-Storage for 1208-02 Servco	AUG-2014
4,352	Other	THE DATA VAULT			199.36	199.36	923900	189329	-Storage for 1208-01 KU	SEP-2014
4,353	Other	THE DATA VAULT			991.16	991.16	923900	189329	-Storage for 1208-02 Servco	SEP-2014
4,354	Other	THE DATA VAULT			532.60	532.60	923900	189903	-Storage for 1208-01 KU	OCT-2014
4,355	Other	THE DATA VAULT			1,320.88	1,320.88	923900	189903	-Storage for 1208-02 Servco	OCT-2014
4,356	Other	THE HOME DEPOT			4.51	4.51	923100	27-FEB-2014 09:02 KUTL	-THE HOME DEPOT #23115 #337240	FEB-2014
4,357	Other	THE PRIME GROUP LLC			2,305.50	2,305.50	923900	1120131	-Work performed by The Prime Group for LGE/KU for October for unbundled cost calculations	NOV-2013
4,358	Other	THE PRIME GROUP LLC			481.50	481.50	923900	320141	-Consulting work, performed during February for preparing marginal cost of service study for LG&E/KU.	MAR-2014
4,359	Other	THE PRIME GROUP LLC			1,805.63	1,805.63	923900	420141	-Consulting work (marginal cost of service study for LG&E/KU)	APR-2014
4,360	Other	THE PRIME GROUP LLC			162.00	162.00	923900	520141	-Consulting work for April (marginal cost of service study)	JUN-2014
4,361	Other	TIME WARNER CABLE			9.20	9.20	923100	27-NOV-2013 07:11 KUTL	-TWC*KENTUCKY #334833	NOV-2013
4,362	Other	TIME WARNER CABLE			18.40	18.40	923100	30-DEC-2013 09:12 KUTL	-TWC*KENTUCKY #334833	DEC-2013
4,363	Other	TIME WARNER CABLE			9.20	9.20	923100	27-FEB-2014 09:02 KUTL	-TWC*KENTUCKY #334833	FEB-2014
4,364	Other	TIME WARNER CABLE			9.20	9.20	923100	27-MAR-2014 07:03 KUTL	-TWC*TIMEWARNERCABLE #334833	MAR-2014
4,365	Other	TIME WARNER CABLE			16.79	16.79	923100	29-MAY-2014 08:05 KUTL	-TWC*TIMEWARNERCABLE #334833	MAY-2014
4,366	Other	TIME WARNER CABLE			19.13	19.13	923100	27-JUN-2014 10:06 KUTL	-TWC*TIMEWARNERCABLE #334833	JUN-2014
4,367	Other	TIME WARNER CABLE			9.84	9.84	923100	29-JUL-2014 10:07 KUTL	-TWC*TIMEWARNERCABLE #334833	JUL-2014
4,368	Other	TIME WARNER CABLE			9.84	9.84	923100	27-AUG-2014 08:08 KUTL	-TWC*TIMEWARNERCABLE #334833	AUG-2014
4,369	Other	TIME WARNER CABLE			9.84	9.84	923100	29-SEP-2014 09:09 KUTL	-TWC*TIMEWARNERCABLE #334833	SEP-2014
4,370	Other	TIME WARNER CABLE			9.84	9.84	923100	29-OCT-2014 06:10 KUTL	-TWC*TIMEWARNERCABLE #334833	OCT-2014
4,371	Other	TOCOR INC			39.20	39.20	923900	181325	INVOICE 181325: Pineville Complex: Provide (2) HFLPA654APSMV0000001 6LT - F54T5 FBAY Multivolt Mikes	NOV-2013
4,372	Other	TOCOR INC			39.20	39.20	923900	181325	INVOICE 181325: Pineville Complex: Provide (2) HFLPA654APSMV0000001 6LT - F54T5 FBAY Multivolt Mikes	NOV-2013
4,373	Other	TOCOR INC			39.20	39.20	923900	181325	INVOICE 181325: Pineville Complex: Provide (2) HFLPA654APSMV0000001 6LT - F54T5 FBAY Multivolt Mikes	NOV-2013
4,374	Other	TOWERS WATSON DATA SERVICE			1,150.00	1,150.00	923900	27-NOV-2013 11:11 SERV	-TOWERS WATSON DATA SRVC #422034	NOV-2013
4,375	Other	TOWERS WATSON DATA SERVICE			2,100.00	2,100.00	923900	29-JUL-2014 13:07 SERV	-TOWERS WATSON DATA SRVC #422034	JUL-2014
4,376	Other	TOWERS WATSON DATA SERVICE			497.50	497.50	923900	27-AUG-2014 13:08 SERV	-TOWERS WATSON DATA SRVC #422034	AUG-2014
4,377	Other	TOWERS WATSON DATA SERVICE			1,550.00	1,550.00	923900	29-OCT-2014 06:10 SERV	-TOWERS WATSON DATA SRVC #422034	OCT-2014
4,378	Other	TOWERS WATSON DATA SERVICE			1,550.00	1,550.00	923900	29-OCT-2014 06:10 SERV	-TOWERS WATSON DATA SRVC #422034	OCT-2014
4,379	Other	TRACTOR SUPPLY			29.98	29.98	923100	30-DEC-2013 09:12 KUTL	-TRACTOR SUPPLY #1187 #335004	DEC-2013
4,380	Other	TREMCO INC			221.38	221.38	923100	93083160	-TREMCO - REPAIRS MADE TO EARLINGTON CENTER METAL ROOF AS PER INV 93083160 DATED 1/29/2014	FEB-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
4,381	Other	TRI COUNTY WASTE INC			373.37	373.37	923100	30-DEC-2013 09:12 KUTL	-TRI COUNTY WASTE INC #335905	DEC-2013
4,382	Other	TRI COUNTY WASTE INC			367.51	367.51	923100	30-JAN-2014 12:01 KUTL	-TRI COUNTY WASTE INC #335905	JAN-2014
4,383	Other	TRI COUNTY WASTE INC			383.83	383.83	923100	27-FEB-2014 09:02 KUTL	-TRI COUNTY WASTE INC #335905	FEB-2014
4,384	Other	TRI COUNTY WASTE INC			858.49	858.49	923100	29-APR-2014 09:04 KUTL	-TRI COUNTY WASTE INC #335905	APR-2014
4,385	Other	TRI COUNTY WASTE INC			415.22	415.22	923100	29-MAY-2014 08:05 KUTL	-TRI COUNTY WASTE INC #335905	MAY-2014
4,386	Other	TRI COUNTY WASTE INC			392.62	392.62	923100	27-JUN-2014 10:06 KUTL	-TRI COUNTY WASTE INC #335905	JUN-2014
4,387	Other	TRI COUNTY WASTE INC			429.03	429.03	923100	27-JUN-2014 10:06 KUTL	-TRI COUNTY WASTE INC #335905	JUN-2014
4,388	Other	TRI COUNTY WASTE INC			442.84	442.84	923100	27-JUN-2014 10:06 KUTL	-TRI COUNTY WASTE INC #335905	JUN-2014
4,389	Other	TRIMBLE BANNER DEMOCRAT			221.65	221.65	923900	27010407	-Trimble Banner Democrat	NOV-2013
4,390	Other	TRINITY CONSULTANTS INC			996.28	996.28	923900	1081604	-To establish a PO number for Trinity Consultants - for Trimble County Title V Renewal Permit	MAR-2014
4,391	Other	TRINITY CONSULTANTS INC			9,270.13	9,270.13	923900	1083494	-To establish a PO number for Trinity Consultants - for Trimble County Title V Renewal Permit	APR-2014
4,392	Other	TRINITY CONSULTANTS INC			2,861.24	2,861.24	923900	1086293	-To establish a PO number for Trinity Consultants - for Trimble County Title V Renewal Permit	MAY-2014
4,393	Other	TRINITY CONSULTANTS INC			4,549.03	4,549.03	923900	1086010	-invoice #1086010 - STAR update 2014	MAY-2014
4,394	Other	TRINITY CONSULTANTS INC			4,079.44	4,079.44	923900	1087045	-To establish a PO number for Trinity Consultants - for Trimble County Title V Renewal Permit	JUN-2014
4,395	Other	TRINITY CONSULTANTS INC			1,026.19	1,026.19	923900	1086717	-invoice #1086717 - 2014 General Consulting Services	JUL-2014
4,396	Other	TRINITY CONSULTANTS INC			7,366.59	7,366.59	923900	1090480	-To establish a PO number for Trinity Consultants - for Trimble County Title V Renewal Permit	AUG-2014
4,397	Other	TRINITY CONSULTANTS INC			7,599.52	7,599.52	923900	1090480	-To add money to existing POW#1847	AUG-2014
4,398	Other	TRUGREEN			230.00	230.00	923900	27-NOV-2013 07:11 KUTL	-TRUGREEN # 5150 #338073	NOV-2013
4,399	Other	TRUGREEN			230.00	230.00	923900	27-NOV-2013 07:11 KUTL	-TRUGREEN # 5150 #338073	NOV-2013
4,400	Other	TRUGREEN			230.00	230.00	923900	30-DEC-2013 09:12 KUTL	-TRUGREEN # 5150 #338073	DEC-2013
4,401	Other	TRUGREEN			230.00	230.00	923900	29-MAY-2014 08:05 KUTL	-TRUGREEN # 5754 #338073	MAY-2014
4,402	Other	TRUGREEN			230.00	230.00	923900	29-JUL-2014 10:07 KUTL	-TRUGREEN # 5540 #338073	JUL-2014
4,403	Other	TRUGREEN			230.00	230.00	923900	29-SEP-2014 09:09 KUTL	-TRUGREEN # 5150 #338073	SEP-2014
4,404	Other	TWELVE TWENTY FIVE DESIGN LLC			3,070.50	3,070.50	923100	LGEB1305	-TWELVE TWENTY FIVE - CHRISTMAS DECORATING (INSTALL, STRIK AND STORE SERVICE - BOC) INV #LGE-B13-05	NOV-2013
4,405	Other	TWELVE TWENTY FIVE DESIGN LLC			3,539.00	3,539.00	923100	LGEB1303	-TWELVE TWENTY FIVE - CHRISTMAS DECORATING (INSTALL, STRIKE PACK AND STORE SERVICE - FOR SHELBYVILLE, SIMPSONVILLE, AND CARROLLTON) INV #LGE-B13-03	NOV-2013
4,406	Other	TWELVE TWENTY FIVE DESIGN LLC			7,842.05	7,842.05	923100	LGEB1302	-TWELVE TWENTY FIVE - CHRISTMAS DECORATING (INSTALL, STRIKE PACK AND STORE SERVICE - FOR GEORGETOWN, PARIS, MAYSVILLE, MOREHEAD, MT. STERLING & WINCHESTER) INV #LGE-B13-02	NOV-2013
4,407	Other	TWELVE TWENTY FIVE DESIGN LLC			7,880.16	7,880.16	923100	LGEB1301	-TWELVE TWENTY FIVE - CHRISTMAS DECORATING (INSTALL, STRIKE PACK AND STORE SERVICE - FOR ELIZABETHTOWN, CAMPBELLSVILLE, DANVILLE, VERSAILLES, RICHMOND AND LEXINGTON) INV #LGE-B13-01	NOV-2013
4,408	Other	TWO TRG			5.75	5.75	923900	001013341	-Battery Recycling Program	NOV-2013
4,409	Other	TYCO INTEGRATED SECURITY			526.16	526.16	923900	22111329	-Pay Tyco Integrated Security for printable ID cards	JUL-2014
4,410	Other	TYCO INTEGRATED SECURITY			789.23	789.23	923900	22115000	-Pay Tyco Integrated Security for printable ID cards	JUL-2014
4,411	Other	TYCO INTEGRATED SECURITY			1,753.84	1,753.84	923900	22111333	-Need PO # for Tyco Quote - 1-WYONZZ for 2000 ID Cards	JUL-2014
4,412	Other	TYCO INTEGRATED SECURITY			2,630.77	2,630.77	923900	22125673	-Need PO # for Tyco Quote - 1-WYONZZ for 2000 ID Cards	JUL-2014
4,413	Other	ULINE			25.87	25.87	923900	31-DEC-2013 11:12 SERV	-ULINE *SHIP SUPPLIES #426472	DEC-2013
4,414	Other	ULINE			171.45	171.45	923900	31-DEC-2013 11:12 SERV	-ULINE *SHIP SUPPLIES #426472	DEC-2013
4,415	Other	ULINE			365.99	365.99	923900	31-DEC-2013 11:12 SERV	-ULINE *SHIP SUPPLIES #426472	DEC-2013
4,416	Other	ULINE			308.24	308.24	923900	30-JAN-2014 09:01 SERV	-ULINE *SHIP SUPPLIES #426472	JAN-2014
4,417	Other	UNIFORM & CAREER APPAREL			48.00	48.00	923900	27-FEB-2014 13:02 SERV	-UNIFORM&CAREER APPAREL #424857	FEB-2014
4,418	Other	UNITED GRAPHICS OF LOUISVILLE			720.00	720.00	923900	125045226884	-EOS 2014 Results Booklet	AUG-2014
4,419	Other	UNITED GRAPHICS OF LOUISVILLE			3.99	3.99	923900	125824227746	-Misc Bill Inserts/Newsletters	SEP-2014
4,420	Other	UNITED GRAPHICS OF LOUISVILLE			4.39	4.39	923900	126157227862	-Misc Bill Inserts/Newsletters	SEP-2014
4,421	Other	UNITED GRAPHICS OF LOUISVILLE			9.57	9.57	923900	125930227632	-Misc Bill Inserts/Newsletters	SEP-2014
4,422	Other	UNITED GRAPHICS OF LOUISVILLE			142.05	142.05	923900	125769227574	-Misc Bill Inserts/Newsletters	SEP-2014
4,423	Other	UPS			28.31	28.31	923900	29-MAY-2014 11:05 SERV	-UPS*00000R0R320184 #426746	MAY-2014
4,424	Other	UPS			(52.58)	(52.58)	923900	27-JUL-2012 07:07 SERV	-UPS*0000E40771 #423891	JUN-2014
4,425	Other	URMEDIANOW INC			417.62	417.62	923900	1693	-URMEDIANOW invoice 1693	DEC-2013
4,426	Other	URMEDIANOW INC			278.29	278.29	923900	1546	-Media Clips	FEB-2014
4,427	Other	URMEDIANOW INC			299.24	299.24	923900	1479	-Media Clips	FEB-2014
4,428	Other	URMEDIANOW INC			303.04	303.04	923900	1277	-Media Clips	FEB-2014
4,429	Other	URMEDIANOW INC			306.68	306.68	923900	1142	-Media Clip - Invoice 1142	FEB-2014
4,430	Other	URMEDIANOW INC			349.69	349.69	923900	1346	-Media Clips	FEB-2014
4,431	Other	URMEDIANOW INC			381.25	381.25	923900	1031	-Media Clips - Invoice 1031	FEB-2014
4,432	Other	URMEDIANOW INC			469.64	469.64	923900	1852	-URMEDIANOW	FEB-2014
4,433	Other	URMEDIANOW INC			510.10	510.10	923900	1621	-Media Clips	FEB-2014
4,434	Other	URMEDIANOW INC			253.54	253.54	923900	1987	-URMEDIANOW March News Clips, Invoice 1987	APR-2014
4,435	Other	URMEDIANOW INC			377.78	377.78	923900	1920	-URMEDIANOW Invoice 1920	APR-2014
4,436	Other	URMEDIANOW INC			338.74	338.74	923900	2195	-URMEDIANOW	JUL-2014
4,437	Other	URMEDIANOW INC			218.32	218.32	923900	2065	-URMediaNow - Media Clip Service	AUG-2014
4,438	Other	URMEDIANOW INC			323.51	323.51	923900	1763	-URMediaNow - Media Clip Service	AUG-2014
4,439	Other	URMEDIANOW INC			417.28	417.28	923900	2259	-URMEDIANOW Invoice 2259	AUG-2014
4,440	Other	URMEDIANOW INC			361.59	361.59	923900	2322	-URMEDIANOW August 2014	SEP-2014
4,441	Other	URMEDIANOW INC			376.35	376.35	923900	2382	-URMEDIANOW Invoice 2382	OCT-2014
4,442	Other	US ECOLOGY NEVADA INC			7,449.77	7,449.77	923900	B114588	-invoice #B114588 - Shipment of PCB regulate items from N. Limestone for disposal	NOV-2013
4,443	Other	US ECOLOGY NEVADA INC			13,706.82	13,706.82	923900	B119064	-invoice B119064 - PCB Item Disposal from KU-N Limestone	MAR-2014
4,444	Other	US ECOLOGY NEVADA INC			8,564.85	8,564.85	923900	B124482	-Invoice #B124482 - For Disposal Shipment of PCB Waste from KU-N Limestone.	SEP-2014
4,445	Other	US HEALTHWORKS MED GROUP			33.00	33.00	923900	27-JUN-2014 13:06 SERV	-US HEALTHWORKS MED GRP #945273	JUN-2014
4,446	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			7.90	7.90	923900	27-NOV-2013 11:11 SERV	-VALIDEX #413536	NOV-2013
4,447	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			17.49	17.49	923900	27-NOV-2013 11:11 SERV	-VALIDEX #413536	NOV-2013
4,448	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			18.70	18.70	923900	27-NOV-2013 11:11 SERV	-VALIDEX #420574	NOV-2013
4,449	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			27.56	27.56	923900	27-NOV-2013 11:11 SERV	-VALIDEX #413536	NOV-2013
4,450	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			29.37	29.37	923900	27-NOV-2013 11:11 SERV	-VALIDEX #413536	NOV-2013

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
4,451	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			36.12	36.12	923900	27-NOV-2013 11:11 SERV	-VALIDEX #712598	NOV-2013
4,452	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			51.71	51.71	923900	27-NOV-2013 11:11 SERV	-VALIDEX #831695	NOV-2013
4,453	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			57.10	57.10	923900	27-NOV-2013 11:11 SERV	-VALIDEX #413536	NOV-2013
4,454	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			117.04	117.04	923900	27-NOV-2013 11:11 SERV	-VALIDEX #413536	NOV-2013
4,455	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			1,583.63	1,583.63	923900	27-NOV-2013 11:11 SERV	-VALIDEX #413536	NOV-2013
4,456	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			14.64	14.64	923100	LGK25130205	-Background checks for NERC compliance. 7th Flr Telecom LGK-25 130205	NOV-2013
4,457	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			8.03	8.03	923900	31-DEC-2013 11:12 SERV	-VALIDEX #413536	DEC-2013
4,458	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			30.08	30.08	923900	31-DEC-2013 11:12 SERV	-VALIDEX #413536	DEC-2013
4,459	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			100.37	100.37	923900	31-DEC-2013 11:12 SERV	-VALIDEX #413536	DEC-2013
4,460	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			24.08	24.08	923900	30-JAN-2014 09:01 SERV	-VALIDEX #413536	JAN-2014
4,461	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			27.54	27.54	923900	30-JAN-2014 09:01 SERV	-VALIDEX #413536	JAN-2014
4,462	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			38.91	38.91	923900	30-JAN-2014 09:01 SERV	-VALIDEX #413536	JAN-2014
4,463	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			67.28	67.28	923900	30-JAN-2014 09:01 SERV	-VALIDEX #413536	JAN-2014
4,464	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			257.01	257.01	923900	LGK24131230	-Background checks for NERC Compliance LGK-24 131230	JAN-2014
4,465	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			28.66	28.66	923900	27-FEB-2014 13:02 SERV	-VALIDEX #413536	FEB-2014
4,466	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			30.58	30.58	923900	27-FEB-2014 13:02 SERV	-VALIDEX #413536	FEB-2014
4,467	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			91.34	91.34	923900	27-FEB-2014 13:02 SERV	-VALIDEX #413536	FEB-2014
4,468	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			157.86	157.86	923900	27-FEB-2014 13:02 SERV	-VALIDEX #413536	FEB-2014
4,469	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			167.14	167.14	923900	27-FEB-2014 13:02 SERV	-VALIDEX #413536	FEB-2014
4,470	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			30.71	30.71	923900	LGK24140203	-Background checks for NERC compliance LGK-24 140203	FEB-2014
4,471	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			39.54	39.54	923900	LGK23131230	-COD PAM Background checks for NERC Compliance LGK-23 131230	FEB-2014
4,472	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			4.71	4.71	923900	27-MAR-2014 12:03 SERV	-VALIDEX #413536	MAR-2014
4,473	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			29.87	29.87	923900	27-MAR-2014 12:03 SERV	-VALIDEX #413536	MAR-2014
4,474	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			30.71	30.71	923900	LGK24140304	-Background checks for NERC compliance LGK-24 140304	MAR-2014
4,475	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			5.54	5.54	923900	29-APR-2014 14:04 SERV	-VALIDEX #413536	APR-2014
4,476	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			23.86	23.86	923900	29-APR-2014 14:04 SERV	-VALIDEX #413536	APR-2014
4,477	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			30.10	30.10	923900	29-APR-2014 14:04 SERV	-VALIDEX #413536	APR-2014
4,478	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			56.40	56.40	923900	29-APR-2014 14:04 SERV	-VALIDEX #413536	APR-2014
4,479	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			75.18	75.18	923900	29-APR-2014 14:04 SERV	-VALIDEX #413536	APR-2014
4,480	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			75.44	75.44	923900	29-APR-2014 14:04 SERV	-VALIDEX #413536	APR-2014
4,481	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			123.60	123.60	923900	29-APR-2014 14:04 SERV	-VALIDEX #413536	APR-2014
4,482	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			4.40	4.40	923900	LGK512130730	-Invoice #LGK-512-130730 - Paying Environmental Affairs portion of Invoice - 6.85 per Michelle Bridges	APR-2014
4,483	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			21.05	21.05	923900	LGK24140402	-Background checks for NERC compliance LGK-24 140402	APR-2014
4,484	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			160.65	160.65	923900	29-MAY-2014 11:05 SERV	-VALIDEX #413536	MAY-2014
4,485	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			163.89	163.89	923900	29-MAY-2014 11:05 SERV	-VALIDEX #413536	MAY-2014
4,486	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			68.85	68.85	923900	LGK64140429	-Background checks for NERC compliance LGK-64 140429	MAY-2014
4,487	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			310.73	310.73	923900	LGK24140429	-Background checks for NERC compliance LGK-24 140429	MAY-2014
4,488	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			17.72	17.72	923900	27-JUN-2014 13:06 SERV	-VALIDEX #413536	JUN-2014
4,489	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			24.45	24.45	923900	27-JUN-2014 13:06 SERV	-VALIDEX #413536	JUN-2014
4,490	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			28.33	28.33	923900	29-APR-2014 14:04 SERV	-VALIDEX #235979	JUN-2014
4,491	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			15.50	15.50	923900	LGK64140604	-Pay Valindex for Background checks for the following invoices: LGK-19 140604; LGK-22 140604; LGK-23 140604; LGK-24 140604; LGK-26 140604; LGK-54 140604; AND LGK-64 140604	JUN-2014
4,492	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			178.78	178.78	923900	LGK24140604	-Pay Valindex for Background checks for the following invoices: LGK-19 140604; LGK-22 140604; LGK-23 140604; LGK-24 140604; LGK-26 140604; LGK-54 140604; AND LGK-64 140604	JUN-2014
4,493	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			15.15	15.15	923900	29-JUL-2014 13:07 SERV	-VALIDEX #413536	JUL-2014
4,494	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			24.56	24.56	923900	29-JUL-2014 13:07 SERV	-VALIDEX #4171400	JUL-2014
4,495	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			26.06	26.06	923900	29-JUL-2014 13:07 SERV	-VALIDEX #454430	JUL-2014
4,496	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			7.08	7.08	923900	LGK23140708	-Pay Valindex Invoice #LGK-23 140708 and Invoice #LGK-24 140708 for background checks	JUL-2014
4,497	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			11.54	11.54	923900	LGK24140708	-Pay Valindex Invoice #LGK-23 140708 and Invoice #LGK-24 140708 for background checks	JUL-2014
4,498	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			17.82	17.82	923900	LGK23140701	-Pay Valindex for Background Checks for the following Invoices: LGK-19 140701, LGK-22 140701, LGK-23 140701, and LGK-24 140701	JUL-2014
4,499	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			21.77	21.77	923900	LGK19140701	-Pay Valindex for Background Checks for the following Invoices: LGK-19 140701, LGK-22 140701, LGK-23 140701, and LGK-24 140701	JUL-2014
4,500	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			22.92	22.92	923900	LGK22140701	-Pay Valindex for Background Checks for the following Invoices: LGK-19 140701, LGK-22 140701, LGK-23 140701, and LGK-24 140701	JUL-2014
4,501	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			35.29	35.29	923900	LGK24140701	-Pay Valindex for Background Checks for the following Invoices: LGK-19 140701, LGK-22 140701, LGK-23 140701, and LGK-24 140701	JUL-2014
4,502	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			15.15	15.15	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,503	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			21.32	21.32	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,504	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			22.00	22.00	923900	27-AUG-2014 13:08 SERV	-VALIDEX #421374	AUG-2014
4,505	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			24.13	24.13	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,506	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			24.14	24.14	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,507	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			25.13	25.13	923900	27-AUG-2014 13:08 SERV	-VALIDEX #411299	AUG-2014
4,508	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			27.06	27.06	923900	27-AUG-2014 13:08 SERV	-VALIDEX #070558	AUG-2014
4,509	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			27.11	27.11	923900	27-AUG-2014 13:08 SERV	-VALIDEX #070558	AUG-2014
4,510	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			27.42	27.42	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,511	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			33.85	33.85	923900	27-AUG-2014 13:08 SERV	-VALIDEX #070558	AUG-2014
4,512	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			34.51	34.51	923900	27-AUG-2014 13:08 SERV	-VALIDEX #574898	AUG-2014
4,513	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			47.02	47.02	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,514	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			47.28	47.28	923900	27-AUG-2014 13:08 SERV	-VALIDEX #471400	AUG-2014
4,515	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			127.06	127.06	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,516	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			127.25	127.25	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,517	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			133.84	133.84	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014

KENTUCKY UTILITIES COMPANY
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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
4,518	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			172.02	172.02	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,519	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			7.50	7.50	923900	29-OCT-2014 06:10 SERV	-VALIDEX #624537	OCT-2014
4,520	Other	VANTAGE ENERGY CONSULTING LLC			8,973.86	8,973.86	923900	20131017	-COD PAM Services provided in support of KU/LGE Environmental Compliance	DEC-2013
4,521	Other	VANTAGE ENERGY CONSULTING LLC			4,876.00	4,876.00	923900	20140118	-COD GMT	APR-2014
4,522	Other	VANTAGE ENERGY CONSULTING LLC			10,440.26	10,440.26	923900	20140428	-COD PAM Work performed relating to the environmental compliance cases for April 2014	JUN-2014
4,523	Other	VANTAGE ENERGY CONSULTING LLC			14,419.31	14,419.31	923900	20140728	-Expenses related to environmental compliance cases for July 2014.	AUG-2014
4,524	Other	VERSARE SOLUTIONS			(50.00)	(50.00)	923900	27-NOV-2013 07:11 KUTL	-VERSARE SOLUTIONS #337240	NOV-2013
4,525	Other	VERSARE SOLUTIONS			(75.00)	(75.00)	923900	27-NOV-2013 07:11 KUTL	-VERSARE SOLUTIONS #337240	NOV-2013
4,526	Other	VERSARE SOLUTIONS			1,804.00	1,804.00	923900	27-NOV-2013 07:11 KUTL	-VERSARE SOLUTIONS #337240	NOV-2013
4,527	Other	WALGREENS			2.12	2.12	923900	29-JUL-2014 13:07 SERV	-WALGREENS #6171 #419873	JUL-2014
4,528	Other	WASTE MANAGEMENT NATIONAL			32.80	32.80	923100	27-NOV-2013 07:11 KUTL	-WASTE MANAGEMENT NATIONAL #335806	NOV-2013
4,529	Other	WASTE MANAGEMENT NATIONAL			42.93	42.93	923100	30-DEC-2013 09:12 KUTL	-WASTE MANAGEMENT NATIONAL #335806	DEC-2013
4,530	Other	WASTE MANAGEMENT NATIONAL			128.04	128.04	923100	30-DEC-2013 09:12 KUTL	-WASTE MANAGEMENT NATIONAL #334874	DEC-2013
4,531	Other	WASTE MANAGEMENT NATIONAL			641.43	641.43	923100	30-DEC-2013 09:12 KUTL	-WASTE MANAGEMENT NATIONAL #334874	DEC-2013
4,532	Other	WASTE MANAGEMENT NATIONAL			657.24	657.24	923100	30-DEC-2013 09:12 KUTL	-WASTE MANAGEMENT NATIONAL #334874	DEC-2013
4,533	Other	WASTE MANAGEMENT NATIONAL			42.93	42.93	923100	30-JAN-2014 12:01 KUTL	-WASTE MANAGEMENT NATIONAL #335806	JAN-2014
4,534	Other	WASTE MANAGEMENT NATIONAL			45.89	45.89	923100	30-JAN-2014 12:01 KUTL	-WASTE MANAGEMENT NATIONAL #334874	JAN-2014
4,535	Other	WASTE MANAGEMENT NATIONAL			64.02	64.02	923100	30-JAN-2014 12:01 KUTL	-WASTE MANAGEMENT NATIONAL #334874	JAN-2014
4,536	Other	WASTE MANAGEMENT NATIONAL			455.97	455.97	923100	30-JAN-2014 12:01 KUTL	-WASTE MANAGEMENT NATIONAL #334874	JAN-2014
4,537	Other	WASTE MANAGEMENT NATIONAL			1,386.39	1,386.39	923100	30-JAN-2014 12:01 KUTL	-WASTE MANAGEMENT NATIONAL #334874	JAN-2014
4,538	Other	WASTE MANAGEMENT NATIONAL			47.31	47.31	923100	27-FEB-2014 09:02 KUTL	-WASTE MANAGEMENT NATIONAL #335806	FEB-2014
4,539	Other	WASTE MANAGEMENT NATIONAL			57.58	57.58	923100	27-FEB-2014 09:02 KUTL	-WASTE MANAGEMENT NATIONAL #334874	FEB-2014
4,540	Other	WASTE MANAGEMENT NATIONAL			64.02	64.02	923100	27-FEB-2014 09:02 KUTL	-WASTE MANAGEMENT NATIONAL #334874	FEB-2014
4,541	Other	WASTE MANAGEMENT NATIONAL			90.00	90.00	923100	27-FEB-2014 09:02 KUTL	-WASTE MANAGEMENT NATIONAL #334874	FEB-2014
4,542	Other	WASTE MANAGEMENT NATIONAL			454.65	454.65	923100	27-FEB-2014 09:02 KUTL	-WASTE MANAGEMENT NATIONAL #334874	FEB-2014
4,543	Other	WASTE MANAGEMENT NATIONAL			9.00	9.00	923100	27-MAR-2014 07:03 KUTL	-WASTE MANAGEMENT NATIONAL #335806	MAR-2014
4,544	Other	WASTE MANAGEMENT NATIONAL			57.58	57.58	923100	27-MAR-2014 07:03 KUTL	-WASTE MANAGEMENT NATIONAL #334874	MAR-2014
4,545	Other	WASTE MANAGEMENT NATIONAL			64.02	64.02	923100	27-MAR-2014 07:03 KUTL	-WASTE MANAGEMENT NATIONAL #334874	MAR-2014
4,546	Other	WASTE MANAGEMENT NATIONAL			131.63	131.63	923100	27-MAR-2014 07:03 KUTL	-WASTE MANAGEMENT NATIONAL #334874	MAR-2014
4,547	Other	WASTE MANAGEMENT NATIONAL			1,715.20	1,715.20	923100	27-MAR-2014 07:03 KUTL	-WASTE MANAGEMENT NATIONAL #334874	MAR-2014
4,548	Other	WASTE MANAGEMENT NATIONAL			38.11	38.11	923100	29-APR-2014 09:04 KUTL	-WASTE MANAGEMENT NATIONAL #335806	APR-2014
4,549	Other	WASTE MANAGEMENT NATIONAL			9.00	9.00	923100	29-MAY-2014 08:05 KUTL	-WASTE MANAGEMENT NATIONAL #335806	MAY-2014
4,550	Other	WASTE MANAGEMENT NATIONAL			32.96	32.96	923100	29-MAY-2014 08:05 KUTL	-WASTE MANAGEMENT NATIONAL #335806	MAY-2014
4,551	Other	WASTE MANAGEMENT NATIONAL			45.89	45.89	923100	29-MAY-2014 08:05 KUTL	-WASTE MANAGEMENT NATIONAL #334874	MAY-2014
4,552	Other	WASTE MANAGEMENT NATIONAL			57.58	57.58	923100	29-MAY-2014 08:05 KUTL	-WASTE MANAGEMENT NATIONAL #334874	MAY-2014
4,553	Other	WASTE MANAGEMENT NATIONAL			64.02	64.02	923100	29-MAY-2014 08:05 KUTL	-WASTE MANAGEMENT NATIONAL #334874	MAY-2014
4,554	Other	WASTE MANAGEMENT NATIONAL			64.02	64.02	923100	29-MAY-2014 08:05 KUTL	-WASTE MANAGEMENT NATIONAL #334874	MAY-2014
4,555	Other	WASTE MANAGEMENT NATIONAL			90.00	90.00	923100	29-MAY-2014 08:05 KUTL	-WASTE MANAGEMENT NATIONAL #334874	MAY-2014
4,556	Other	WASTE MANAGEMENT NATIONAL			360.00	360.00	923100	29-MAY-2014 08:05 KUTL	-WASTE MANAGEMENT NATIONAL #334874	MAY-2014
4,557	Other	WASTE MANAGEMENT NATIONAL			691.22	691.22	923100	29-MAY-2014 08:05 KUTL	-WASTE MANAGEMENT NATIONAL #334874	MAY-2014
4,558	Other	WASTE MANAGEMENT NATIONAL			912.01	912.01	923100	29-MAY-2014 08:05 KUTL	-WASTE MANAGEMENT NATIONAL #334874	MAY-2014
4,559	Other	WASTE MANAGEMENT NATIONAL			45.89	45.89	923100	27-JUN-2014 10:06 KUTL	-WASTE MANAGEMENT NATIONAL #334874	JUN-2014
4,560	Other	WASTE MANAGEMENT NATIONAL			64.02	64.02	923100	27-JUN-2014 10:06 KUTL	-WASTE MANAGEMENT NATIONAL #334874	JUN-2014
4,561	Other	WASTE MANAGEMENT NATIONAL			379.59	379.59	923100	27-JUN-2014 10:06 KUTL	-WASTE MANAGEMENT NATIONAL #334874	JUN-2014
4,562	Other	WASTE MANAGEMENT NATIONAL			1,496.14	1,496.14	923100	27-JUN-2014 10:06 KUTL	-WASTE MANAGEMENT NATIONAL #334874	JUN-2014
4,563	Other	WASTE MANAGEMENT NATIONAL			54.84	54.84	923100	29-JUL-2014 10:07 KUTL	-WASTE MANAGEMENT NATIONAL #335806	JUL-2014
4,564	Other	WASTE MANAGEMENT NATIONAL			90.00	90.00	923100	29-JUL-2014 10:07 KUTL	-WASTE MANAGEMENT NATIONAL #334874	JUL-2014
4,565	Other	WASTE MANAGEMENT NATIONAL			9.00	9.00	923100	27-AUG-2014 08:08 KUTL	-WASTE MANAGEMENT NATIONAL #335806	AUG-2014
4,566	Other	WASTE MANAGEMENT NATIONAL			42.16	42.16	923100	29-SEP-2014 09:09 KUTL	-WASTE MANAGEMENT NATIONAL #335806	SEP-2014
4,567	Other	WASTE MANAGEMENT NATIONAL			45.89	45.89	923100	29-SEP-2014 09:09 KUTL	-WASTE MANAGEMENT NATIONAL #334874	SEP-2014
4,568	Other	WASTE MANAGEMENT NATIONAL			45.89	45.89	923100	29-SEP-2014 09:09 KUTL	-WASTE MANAGEMENT NATIONAL #334874	SEP-2014
4,569	Other	WASTE MANAGEMENT NATIONAL			64.02	64.02	923100	29-SEP-2014 09:09 KUTL	-WASTE MANAGEMENT NATIONAL #334874	SEP-2014
4,570	Other	WASTE MANAGEMENT NATIONAL			64.02	64.02	923100	29-SEP-2014 09:09 KUTL	-WASTE MANAGEMENT NATIONAL #334874	SEP-2014
4,571	Other	WASTE MANAGEMENT NATIONAL			64.02	64.02	923100	29-SEP-2014 09:09 KUTL	-WASTE MANAGEMENT NATIONAL #334874	SEP-2014
4,572	Other	WASTE MANAGEMENT NATIONAL			90.00	90.00	923100	29-SEP-2014 09:09 KUTL	-WASTE MANAGEMENT NATIONAL #334874	SEP-2014
4,573	Other	WASTE MANAGEMENT NATIONAL			90.00	90.00	923100	29-SEP-2014 09:09 KUTL	-WASTE MANAGEMENT NATIONAL #334874	SEP-2014
4,574	Other	WASTE MANAGEMENT NATIONAL			90.00	90.00	923100	29-SEP-2014 09:09 KUTL	-WASTE MANAGEMENT NATIONAL #334874	SEP-2014
4,575	Other	WASTE MANAGEMENT NATIONAL			390.00	390.00	923100	29-SEP-2014 09:09 KUTL	-WASTE MANAGEMENT NATIONAL #334874	SEP-2014
4,576	Other	WASTE MANAGEMENT NATIONAL			502.71	502.71	923100	29-SEP-2014 09:09 KUTL	-WASTE MANAGEMENT NATIONAL #334874	SEP-2014
4,577	Other	WASTE MANAGEMENT NATIONAL			2,614.65	2,614.65	923100	29-SEP-2014 09:09 KUTL	-WASTE MANAGEMENT NATIONAL #334874	SEP-2014
4,578	Other	WASTE MANAGEMENT NATIONAL			9.00	9.00	923100	29-OCT-2014 06:10 KUTL	-WASTE MANAGEMENT NATIONAL #335806	OCT-2014
4,579	Other	WASTE MANAGEMENT NATIONAL			41.77	41.77	923100	29-OCT-2014 06:10 KUTL	-WASTE MANAGEMENT NATIONAL #335806	OCT-2014
4,580	Other	WASTE MANAGEMENT NATIONAL			64.02	64.02	923100	29-OCT-2014 06:10 KUTL	-WASTE MANAGEMENT NATIONAL #334874	OCT-2014
4,581	Other	WASTE MANAGEMENT NATIONAL			90.00	90.00	923100	29-OCT-2014 06:10 KUTL	-WASTE MANAGEMENT NATIONAL #334874	OCT-2014
4,582	Other	WASTE MANAGEMENT NATIONAL			1,107.78	1,107.78	923100	29-OCT-2014 06:10 KUTL	-WASTE MANAGEMENT NATIONAL #334874	OCT-2014
4,583	Other	WEATHERTAP			83.95	83.95	923100	30-JAN-2014 12:01 KUTL	-WEATHERTAPSUBS #334833	JAN-2014
4,584	Other	WEBUCATOR			25.31	25.31	923900	31-DEC-2013 11:12 SERV	-WEBUCATOR #426472	DEC-2013
4,585	Other	WEBUCATOR			25.31	25.31	923900	31-DEC-2013 11:12 SERV	-WEBUCATOR #426472	DEC-2013
4,586	Other	WHAYNE SUPPLY CO			81.71	81.71	923900	P560701	-WHAYNE SUPPLY - INV P560701 DATED 11/11/2013 - SIMPSONVILLE LOAD ENVIRONMENTAL FEE	NOV-2013
4,587	Other	WHAYNE SUPPLY CO			656.88	656.88	923900	P560444	-WHAYNE SUPPLY - REPAIRS FORMED TO TIGHTEN FUEL LINES TO DAY TANK ON GEN A SBI00444, GEN A SBI00445 AND ENVIRONMENTAL FEES ASSOCIATED WITH WORK AS PER INV #P560444 DATED 11/7/13	NOV-2013
4,588	Other	WHAYNE SUPPLY CO			2,042.87	2,042.87	923900	P560701	-WHAYNE SUPPLY - INV P560701 DATED 11/11/2013 - SIMPSONVILLE LOAD BANK TEST SEGMENT 01	NOV-2013
4,589	Other	WHAYNE SUPPLY CO			2,042.87	2,042.87	923900	P560701	-WHAYNE SUPPLY - INV P560701 DATED 11/11/2013 - SIMPSONVILLE LOAD BANK TEST SEGMENT 02	NOV-2013

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
4,590	Other	WHITEHEAD ELECTRIC COMPANY INC			663.00	663.00	923100	669905	-WHITEHEAD ELECTRIC CO - WAREHOUSE LIGHTING - HIGH BAY (INV 669905 DATED 1/15/2014)	JAN-2014
4,591	Other	WHITEHEAD ELECTRIC COMPANY INC			657.58	657.58	923100	14033	-Whitehead electric Inv # 14033. Morganfield storeroom lighting. Material	OCT-2014
4,592	Other	WHITEHEAD ELECTRIC COMPANY INC			1,260.00	1,260.00	923100	14033	-Whitehead electric Inv # 14033. Morganfield storeroom lighting. Labor and delivery	OCT-2014
4,593	Other	WILLIS KLEIN SAFELOCK			12.51	12.51	923900	51316675001	-FREIGHT	DEC-2013
4,594	Other	WILLIS KLEIN SAFELOCK			1,300.65	1,300.65	923900	51316675001	-Pay Willis Klein Invoice #51316675.001 for new key cutter	DEC-2013
4,595	Other	WINDSTREAM			96.42	96.42	923900	27-FEB-2014 13:02 SERV	-WSC*WINDSTREAM PMT*FEE #425987	FEB-2014
4,596	Other	WINDSTREAM			96.42	96.42	923900	27-MAR-2014 12:03 SERV	-WSC*WINDSTREAM PMT*FEE #425987	MAR-2014
4,597	Other	WINDSTREAM			96.42	96.42	923900	29-APR-2014 14:04 SERV	-WSC*WINDSTREAM PMT*FEE #425987	APR-2014
4,598	Other	WINDSTREAM			96.44	96.44	923900	29-MAY-2014 11:05 SERV	-WSC*WINDSTREAM PMT*FEE #425987	MAY-2014
4,599	Other	WM EZPAY			475.25	475.25	923100	29-JUL-2014 10:07 KUTL	-WM EZPAY #302498	JUL-2014
4,600	Other	WM EZPAY			1,415.75	1,415.75	923100	29-JUL-2014 10:07 KUTL	-WM EZPAY #302498	JUL-2014
4,601	Other	WM EZPAY			60.53	60.53	923100	27-AUG-2014 08:08 KUTL	-WM EZPAY #302498	AUG-2014
4,602	Other	WM EZPAY			60.53	60.53	923100	27-AUG-2014 08:08 KUTL	-WM EZPAY #302498	AUG-2014
4,603	Other	WM EZPAY			370.89	370.89	923100	27-AUG-2014 08:08 KUTL	-WM EZPAY #302498	AUG-2014
4,604	Other	WORKERS HEALTH SOLUTIONS			28.50	28.50	923900	27-JUN-2014 13:06 SERV	-WORKERS HEALTH SOLUTIONS #070582	JUN-2014
4,605	Other	WORKWELL			22.71	22.71	923900	27-NOV-2013 11:11 SERV	-WORKWELL #426373	NOV-2013
4,606	Other	WORLDDATWORK			117.50	117.50	923900	27-AUG-2014 13:08 SERV	-WORLDDATWORK #422034	AUG-2014
4,607	Other	XEROX CORP			0.17	0.17	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,608	Other	XEROX CORP			0.29	0.29	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,609	Other	XEROX CORP			0.30	0.30	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,610	Other	XEROX CORP			0.42	0.42	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,611	Other	XEROX CORP			0.46	0.46	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,612	Other	XEROX CORP			0.66	0.66	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,613	Other	XEROX CORP			0.71	0.71	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,614	Other	XEROX CORP			1.28	1.28	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,615	Other	XEROX CORP			1.33	1.33	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,616	Other	XEROX CORP			1.38	1.38	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,617	Other	XEROX CORP			1.43	1.43	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,618	Other	XEROX CORP			1.62	1.62	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,619	Other	XEROX CORP			1.99	1.99	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,620	Other	XEROX CORP			2.05	2.05	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,621	Other	XEROX CORP			2.13	2.13	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,622	Other	XEROX CORP			2.16	2.16	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,623	Other	XEROX CORP			2.41	2.41	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,624	Other	XEROX CORP			2.50	2.50	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,625	Other	XEROX CORP			3.03	3.03	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,626	Other	XEROX CORP			3.15	3.15	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,627	Other	XEROX CORP			3.24	3.24	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,628	Other	XEROX CORP			3.27	3.27	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,629	Other	XEROX CORP			3.39	3.39	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,630	Other	XEROX CORP			3.50	3.50	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,631	Other	XEROX CORP			4.50	4.50	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,632	Other	XEROX CORP			4.83	4.83	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,633	Other	XEROX CORP			4.84	4.84	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,634	Other	XEROX CORP			5.39	5.39	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,635	Other	XEROX CORP			5.58	5.58	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,636	Other	XEROX CORP			5.67	5.67	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,637	Other	XEROX CORP			7.21	7.21	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,638	Other	XEROX CORP			7.43	7.43	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,639	Other	XEROX CORP			7.96	7.96	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,640	Other	XEROX CORP			8.45	8.45	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,641	Other	XEROX CORP			8.81	8.81	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,642	Other	XEROX CORP			9.14	9.14	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,643	Other	XEROX CORP			9.54	9.54	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,644	Other	XEROX CORP			9.90	9.90	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,645	Other	XEROX CORP			11.05	11.05	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,646	Other	XEROX CORP			11.25	11.25	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,647	Other	XEROX CORP			11.85	11.85	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,648	Other	XEROX CORP			12.23	12.23	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,649	Other	XEROX CORP			12.66	12.66	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,650	Other	XEROX CORP			13.10	13.10	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,651	Other	XEROX CORP			13.22	13.22	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,652	Other	XEROX CORP			13.68	13.68	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,653	Other	XEROX CORP			14.63	14.63	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,654	Other	XEROX CORP			15.26	15.26	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,655	Other	XEROX CORP			16.39	16.39	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,656	Other	XEROX CORP			18.02	18.02	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,657	Other	XEROX CORP			18.85	18.85	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,658	Other	XEROX CORP			20.78	20.78	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,659	Other	XEROX CORP			21.41	21.41	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,660	Other	XEROX CORP			22.50	22.50	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,661	Other	XEROX CORP			22.93	22.93	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,662	Other	XEROX CORP			23.42	23.42	923100	127892987	-Office Services from 2010 through 2015	DEC-2013

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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
4,663	Other	XEROX CORP			24.44	24.44	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,664	Other	XEROX CORP			27.62	27.62	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,665	Other	XEROX CORP			28.62	28.62	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,666	Other	XEROX CORP			30.03	30.03	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,667	Other	XEROX CORP			30.92	30.92	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,668	Other	XEROX CORP			31.07	31.07	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,669	Other	XEROX CORP			32.17	32.17	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,670	Other	XEROX CORP			33.48	33.48	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,671	Other	XEROX CORP			35.91	35.91	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,672	Other	XEROX CORP			37.43	37.43	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,673	Other	XEROX CORP			40.15	40.15	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,674	Other	XEROX CORP			46.26	46.26	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,675	Other	XEROX CORP			47.77	47.77	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,676	Other	XEROX CORP			51.17	51.17	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,677	Other	XEROX CORP			56.38	56.38	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,678	Other	XEROX CORP			63.91	63.91	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,679	Other	XEROX CORP			77.31	77.31	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,680	Other	XEROX CORP			83.70	83.70	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,681	Other	XEROX CORP			99.67	99.67	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,682	Other	XEROX CORP			100.50	100.50	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,683	Other	XEROX CORP			104.83	104.83	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,684	Other	XEROX CORP			108.81	108.81	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,685	Other	XEROX CORP			113.49	113.49	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,686	Other	XEROX CORP			117.22	117.22	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,687	Other	XEROX CORP			125.57	125.57	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,688	Other	XEROX CORP			156.76	156.76	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,689	Other	XEROX CORP			216.39	216.39	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,690	Other	XEROX CORP			401.93	401.93	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,691	Other	XEROX CORP			440.20	440.20	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,692	Other	XEROX CORP			456.81	456.81	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,693	Other	XEROX CORP			459.11	459.11	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,694	Other	XEROX CORP			475.22	475.22	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,695	Other	XEROX CORP			1,038.20	1,038.20	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,696	Other	XEROX CORP			1,079.30	1,079.30	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,697	Other	XEROX CORP			1,544.85	1,544.85	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,698	Other	XEROX CORP			1,606.87	1,606.87	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,699	Other	XEROX CORP			1,762.03	1,762.03	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,700	Other	XEROX CORP			1,775.17	1,775.17	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,701	Other	XEROX CORP			1,823.86	1,823.86	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,702	Other	XEROX CORP			1,842.16	1,842.16	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,703	Other	XEROX CORP			3,862.12	3,862.12	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,704	Other	XEROX CORP			4,071.55	4,071.55	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,705	Other	XEROX CORP			4,142.32	4,142.32	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,706	Other	XEROX CORP			4,186.73	4,186.73	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,707	Other	XEROX CORP			4,361.51	4,361.51	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,708	Other	XEROX CORP			5,020.75	5,020.75	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,709	Other	XEROX CORP			5,236.68	5,236.68	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,710	Other	XEROX CORP			5,444.86	5,444.86	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,711	Other	XEROX CORP			6,167.11	6,167.11	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,712	Other	XEROX CORP			6,229.85	6,229.85	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,713	Other	XEROX CORP			15,574.63	15,574.63	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,714	Other	XEROX CORP			15,626.45	15,626.45	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,715	Other	XEROX CORP			16,739.31	16,739.31	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,716	Other	XEROX CORP			20,247.01	20,247.01	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,717	Other	XEROX CORP			20,897.09	20,897.09	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,718	Other	XEROX CORP			21,117.84	21,117.84	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,719	Other	XEROX CORP			1.18	1.18	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,720	Other	XEROX CORP			1.24	1.24	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,721	Other	XEROX CORP			1.57	1.57	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,722	Other	XEROX CORP			2.21	2.21	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,723	Other	XEROX CORP			2.31	2.31	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,724	Other	XEROX CORP			2.43	2.43	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,725	Other	XEROX CORP			2.55	2.55	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,726	Other	XEROX CORP			2.91	2.91	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,727	Other	XEROX CORP			2.91	2.91	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,728	Other	XEROX CORP			2.92	2.92	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,729	Other	XEROX CORP			3.05	3.05	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,730	Other	XEROX CORP			3.21	3.21	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,731	Other	XEROX CORP			3.84	3.84	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,732	Other	XEROX CORP			5.43	5.43	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,733	Other	XEROX CORP			5.98	5.98	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,734	Other	XEROX CORP			6.63	6.63	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,735	Other	XEROX CORP			7.16	7.16	923900	071784021	-Office Services from 2010 through 2015	JAN-2014

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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
4,736	Other	XEROX CORP			7.49	7.49	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,737	Other	XEROX CORP			10.93	10.93	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,738	Other	XEROX CORP			12.34	12.34	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,739	Other	XEROX CORP			13.59	13.59	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,740	Other	XEROX CORP			13.94	13.94	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,741	Other	XEROX CORP			15.36	15.36	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,742	Other	XEROX CORP			16.04	16.04	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,743	Other	XEROX CORP			16.27	16.27	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,744	Other	XEROX CORP			16.33	16.33	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,745	Other	XEROX CORP			16.81	16.81	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,746	Other	XEROX CORP			18.39	18.39	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,747	Other	XEROX CORP			20.34	20.34	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,748	Other	XEROX CORP			21.19	21.19	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,749	Other	XEROX CORP			22.40	22.40	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,750	Other	XEROX CORP			26.82	26.82	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,751	Other	XEROX CORP			30.36	30.36	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,752	Other	XEROX CORP			33.46	33.46	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,753	Other	XEROX CORP			39.47	39.47	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,754	Other	XEROX CORP			40.02	40.02	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,755	Other	XEROX CORP			89.74	89.74	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,756	Other	XEROX CORP			101.41	101.41	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,757	Other	XEROX CORP			147.92	147.92	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,758	Other	XEROX CORP			220.83	220.83	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,759	Other	XEROX CORP			451.55	451.55	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,760	Other	XEROX CORP			473.28	473.28	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,761	Other	XEROX CORP			596.44	596.44	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,762	Other	XEROX CORP			1,110.78	1,110.78	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,763	Other	XEROX CORP			1,493.59	1,493.59	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,764	Other	XEROX CORP			1,565.48	1,565.48	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,765	Other	XEROX CORP			1,972.82	1,972.82	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,766	Other	XEROX CORP			2,525.80	2,525.80	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,767	Other	XEROX CORP			2,854.20	2,854.20	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,768	Other	XEROX CORP			3,674.08	3,674.08	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,769	Other	XEROX CORP			4,162.98	4,162.98	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,770	Other	XEROX CORP			6,214.68	6,214.68	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,771	Other	XEROX CORP			8,354.54	8,354.54	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,772	Other	XEROX CORP			9,440.79	9,440.79	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,773	Other	XEROX CORP			13,769.82	13,769.82	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,774	Other	XEROX CORP			20,556.15	20,556.15	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,775	Other	XEROX CORP			0.11	0.11	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,776	Other	XEROX CORP			0.11	0.11	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,777	Other	XEROX CORP			0.25	0.25	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,778	Other	XEROX CORP			0.31	0.31	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,779	Other	XEROX CORP			1.20	1.20	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,780	Other	XEROX CORP			1.20	1.20	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,781	Other	XEROX CORP			1.26	1.26	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,782	Other	XEROX CORP			1.27	1.27	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,783	Other	XEROX CORP			1.59	1.59	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,784	Other	XEROX CORP			1.59	1.59	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,785	Other	XEROX CORP			2.93	2.93	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,786	Other	XEROX CORP			2.95	2.95	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,787	Other	XEROX CORP			2.97	2.97	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,788	Other	XEROX CORP			3.08	3.08	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,789	Other	XEROX CORP			3.53	3.53	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,790	Other	XEROX CORP			3.70	3.70	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,791	Other	XEROX CORP			3.90	3.90	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,792	Other	XEROX CORP			4.67	4.67	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,793	Other	XEROX CORP			6.75	6.75	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,794	Other	XEROX CORP			6.79	6.79	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,795	Other	XEROX CORP			7.25	7.25	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,796	Other	XEROX CORP			7.58	7.58	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,797	Other	XEROX CORP			7.63	7.63	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,798	Other	XEROX CORP			8.70	8.70	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,799	Other	XEROX CORP			11.02	11.02	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,800	Other	XEROX CORP			11.09	11.09	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,801	Other	XEROX CORP			15.96	15.96	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,802	Other	XEROX CORP			16.06	16.06	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,803	Other	XEROX CORP			16.56	16.56	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,804	Other	XEROX CORP			18.62	18.62	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,805	Other	XEROX CORP			19.88	19.88	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,806	Other	XEROX CORP			22.35	22.35	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,807	Other	XEROX CORP			27.05	27.05	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,808	Other	XEROX CORP			32.46	32.46	923900	128914961	-Office Services from 2010 through 2015	FEB-2014

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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
4,809	Other	XEROX CORP			35.82	35.82	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,810	Other	XEROX CORP			39.21	39.21	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,811	Other	XEROX CORP			47.04	47.04	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,812	Other	XEROX CORP			133.08	133.08	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,813	Other	XEROX CORP			414.57	414.57	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,814	Other	XEROX CORP			434.32	434.32	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,815	Other	XEROX CORP			548.38	548.38	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,816	Other	XEROX CORP			1,022.19	1,022.19	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,817	Other	XEROX CORP			1,540.25	1,540.25	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,818	Other	XEROX CORP			1,613.59	1,613.59	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,819	Other	XEROX CORP			2,037.37	2,037.37	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,820	Other	XEROX CORP			2,336.13	2,336.13	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,821	Other	XEROX CORP			2,625.67	2,625.67	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,822	Other	XEROX CORP			3,797.65	3,797.65	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,823	Other	XEROX CORP			3,814.57	3,814.57	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,824	Other	XEROX CORP			5,528.12	5,528.12	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,825	Other	XEROX CORP			8,679.18	8,679.18	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,826	Other	XEROX CORP			9,754.90	9,754.90	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,827	Other	XEROX CORP			14,171.92	14,171.92	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,828	Other	XEROX CORP			20,538.05	20,538.05	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,829	Other	XEROX CORP			1.18	1.18	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,830	Other	XEROX CORP			1.25	1.25	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,831	Other	XEROX CORP			1.57	1.57	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,832	Other	XEROX CORP			2.91	2.91	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,833	Other	XEROX CORP			2.93	2.93	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,834	Other	XEROX CORP			3.06	3.06	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,835	Other	XEROX CORP			3.86	3.86	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,836	Other	XEROX CORP			4.49	4.49	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,837	Other	XEROX CORP			4.73	4.73	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,838	Other	XEROX CORP			5.35	5.35	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,839	Other	XEROX CORP			5.64	5.64	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,840	Other	XEROX CORP			5.96	5.96	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,841	Other	XEROX CORP			7.10	7.10	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,842	Other	XEROX CORP			7.19	7.19	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,843	Other	XEROX CORP			7.53	7.53	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,844	Other	XEROX CORP			8.06	8.06	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,845	Other	XEROX CORP			10.93	10.93	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,846	Other	XEROX CORP			11.09	11.09	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,847	Other	XEROX CORP			13.23	13.23	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,848	Other	XEROX CORP			15.85	15.85	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,849	Other	XEROX CORP			18.48	18.48	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,850	Other	XEROX CORP			19.77	19.77	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,851	Other	XEROX CORP			26.82	26.82	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,852	Other	XEROX CORP			28.52	28.52	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,853	Other	XEROX CORP			30.51	30.51	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,854	Other	XEROX CORP			34.01	34.01	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,855	Other	XEROX CORP			36.39	36.39	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,856	Other	XEROX CORP			38.87	38.87	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,857	Other	XEROX CORP			41.39	41.39	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,858	Other	XEROX CORP			49.36	49.36	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,859	Other	XEROX CORP			59.99	59.99	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,860	Other	XEROX CORP			71.54	71.54	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,861	Other	XEROX CORP			1,945.91	1,945.91	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,862	Other	XEROX CORP			2,049.96	2,049.96	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,863	Other	XEROX CORP			2,580.66	2,580.66	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,864	Other	XEROX CORP			4,807.53	4,807.53	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,865	Other	XEROX CORP			12,362.22	12,362.22	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,866	Other	XEROX CORP			13,225.91	13,225.91	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,867	Other	XEROX CORP			17,939.78	17,939.78	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,868	Other	XEROX CORP			26,002.08	26,002.08	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,869	Other	XEROX CORP			1.13	1.13	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,870	Other	XEROX CORP			1.18	1.18	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,871	Other	XEROX CORP			1.49	1.49	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,872	Other	XEROX CORP			2.77	2.77	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,873	Other	XEROX CORP			2.78	2.78	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,874	Other	XEROX CORP			2.91	2.91	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,875	Other	XEROX CORP			3.00	3.00	923900	129913064	-Office Services from 2010 through 2015	APR-2014
4,876	Other	XEROX CORP			3.15	3.15	923900	129913064	-Office Services from 2010 through 2015	APR-2014
4,877	Other	XEROX CORP			3.66	3.66	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,878	Other	XEROX CORP			3.96	3.96	923900	129913064	-Office Services from 2010 through 2015	APR-2014
4,879	Other	XEROX CORP			5.37	5.37	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,880	Other	XEROX CORP			6.83	6.83	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,881	Other	XEROX CORP			7.15	7.15	923900	073381731	-Office Services from 2010 through 2015	APR-2014

KENTUCKY UTILITIES COMPANY

Case No. 2014-00371

Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
4,882	Other	XEROX CORP			7.39	7.39	923900	129913064	-Office Services from 2010 through 2015	APR-2014
4,883	Other	XEROX CORP			10.38	10.38	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,884	Other	XEROX CORP			13.18	13.18	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,885	Other	XEROX CORP			14.26	14.26	923900	129913064	-Office Services from 2010 through 2015	APR-2014
4,886	Other	XEROX CORP			15.04	15.04	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,887	Other	XEROX CORP			17.55	17.55	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,888	Other	XEROX CORP			19.00	19.00	923900	129913064	-Office Services from 2010 through 2015	APR-2014
4,889	Other	XEROX CORP			25.47	25.47	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,890	Other	XEROX CORP			27.57	27.57	923900	129913064	-Office Services from 2010 through 2015	APR-2014
4,891	Other	XEROX CORP			36.91	36.91	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,892	Other	XEROX CORP			39.95	39.95	923900	129913064	-Office Services from 2010 through 2015	APR-2014
4,893	Other	XEROX CORP			517.94	517.94	923900	129913062	-Office Services from 2010 through 2015	APR-2014
4,894	Other	XEROX CORP			544.13	544.13	923900	129913062	-Office Services from 2010 through 2015	APR-2014
4,895	Other	XEROX CORP			683.80	683.80	923900	129913062	-Office Services from 2010 through 2015	APR-2014
4,896	Other	XEROX CORP			1,277.40	1,277.40	923900	129913062	-Office Services from 2010 through 2015	APR-2014
4,897	Other	XEROX CORP			1,439.96	1,439.96	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,898	Other	XEROX CORP			1,512.77	1,512.77	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,899	Other	XEROX CORP			1,901.07	1,901.07	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,900	Other	XEROX CORP			2,464.59	2,464.59	923900	129913062	-Office Services from 2010 through 2015	APR-2014
4,901	Other	XEROX CORP			3,282.24	3,282.24	923900	129913062	-Office Services from 2010 through 2015	APR-2014
4,902	Other	XEROX CORP			3,551.37	3,551.37	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,903	Other	XEROX CORP			4,763.32	4,763.32	923900	129913062	-Office Services from 2010 through 2015	APR-2014
4,904	Other	XEROX CORP			6,851.96	6,851.96	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,905	Other	XEROX CORP			6,903.62	6,903.62	923900	129913062	-Office Services from 2010 through 2015	APR-2014
4,906	Other	XEROX CORP			9,125.16	9,125.16	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,907	Other	XEROX CORP			13,242.80	13,242.80	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,908	Other	XEROX CORP			19,193.22	19,193.22	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,909	Other	XEROX CORP			1.17	1.17	923900	073884168	-Office Services from 2010 through 2015	MAY-2014
4,910	Other	XEROX CORP			1.23	1.23	923900	073884168	-Office Services from 2010 through 2015	MAY-2014
4,911	Other	XEROX CORP			1.54	1.54	923900	073884168	-Office Services from 2010 through 2015	MAY-2014
4,912	Other	XEROX CORP			2.89	2.89	923900	073884168	-Office Services from 2010 through 2015	MAY-2014
4,913	Other	XEROX CORP			2.89	2.89	923900	073724159	-Office Services from 2010 through 2015	MAY-2014
4,914	Other	XEROX CORP			2.94	2.94	923900	130453673	-Office Services from 2010 through 2015	MAY-2014
4,915	Other	XEROX CORP			3.02	3.02	923900	073724159	-Office Services from 2010 through 2015	MAY-2014
4,916	Other	XEROX CORP			3.08	3.08	923900	130453673	-Office Services from 2010 through 2015	MAY-2014
4,917	Other	XEROX CORP			3.78	3.78	923900	073724159	-Office Services from 2010 through 2015	MAY-2014
4,918	Other	XEROX CORP			3.86	3.86	923900	130453673	-Office Services from 2010 through 2015	MAY-2014
4,919	Other	XEROX CORP			5.77	5.77	923900	130453672	-Office Services from 2010 through 2015	MAY-2014
4,920	Other	XEROX CORP			6.06	6.06	923900	130453672	-Office Services from 2010 through 2015	MAY-2014
4,921	Other	XEROX CORP			7.09	7.09	923900	073724159	-Office Services from 2010 through 2015	MAY-2014
4,922	Other	XEROX CORP			7.23	7.23	923900	130453673	-Office Services from 2010 through 2015	MAY-2014
4,923	Other	XEROX CORP			7.42	7.42	923900	073884168	-Office Services from 2010 through 2015	MAY-2014
4,924	Other	XEROX CORP			7.57	7.57	923900	130453672	-Office Services from 2010 through 2015	MAY-2014
4,925	Other	XEROX CORP			8.21	8.21	923900	073884168	-Office Services from 2010 through 2015	MAY-2014
4,926	Other	XEROX CORP			10.77	10.77	923900	073884168	-Office Services from 2010 through 2015	MAY-2014
4,927	Other	XEROX CORP			14.18	14.18	923900	130453672	-Office Services from 2010 through 2015	MAY-2014
4,928	Other	XEROX CORP			15.41	15.41	923900	073884168	-Office Services from 2010 through 2015	MAY-2014
4,929	Other	XEROX CORP			18.21	18.21	923900	073724159	-Office Services from 2010 through 2015	MAY-2014
4,930	Other	XEROX CORP			18.60	18.60	923900	130453673	-Office Services from 2010 through 2015	MAY-2014
4,931	Other	XEROX CORP			20.15	20.15	923900	073724159	-Office Services from 2010 through 2015	MAY-2014
4,932	Other	XEROX CORP			20.57	20.57	923900	130453673	-Office Services from 2010 through 2015	MAY-2014
4,933	Other	XEROX CORP			26.43	26.43	923900	073724159	-Office Services from 2010 through 2015	MAY-2014
4,934	Other	XEROX CORP			26.99	26.99	923900	130453673	-Office Services from 2010 through 2015	MAY-2014
4,935	Other	XEROX CORP			36.46	36.46	923900	130453672	-Office Services from 2010 through 2015	MAY-2014
4,936	Other	XEROX CORP			37.83	37.83	923900	073724159	-Office Services from 2010 through 2015	MAY-2014
4,937	Other	XEROX CORP			38.65	38.65	923900	130453673	-Office Services from 2010 through 2015	MAY-2014
4,938	Other	XEROX CORP			40.34	40.34	923900	130453672	-Office Services from 2010 through 2015	MAY-2014
4,939	Other	XEROX CORP			52.91	52.91	923900	130453672	-Office Services from 2010 through 2015	MAY-2014
4,940	Other	XEROX CORP			75.74	75.74	923900	130453672	-Office Services from 2010 through 2015	MAY-2014
4,941	Other	XEROX CORP			407.55	407.55	923900	130453671	-Office Services from 2010 through 2015	MAY-2014
4,942	Other	XEROX CORP			427.59	427.59	923900	130453671	-Office Services from 2010 through 2015	MAY-2014
4,943	Other	XEROX CORP			534.49	534.49	923900	130453671	-Office Services from 2010 through 2015	MAY-2014
4,944	Other	XEROX CORP			1,002.17	1,002.17	923900	130453671	-Office Services from 2010 through 2015	MAY-2014
4,945	Other	XEROX CORP			1,573.00	1,573.00	923900	130453670	-Office Services from 2010 through 2015	MAY-2014
4,946	Other	XEROX CORP			1,650.36	1,650.36	923900	130453670	-Office Services from 2010 through 2015	MAY-2014
4,947	Other	XEROX CORP			2,062.96	2,062.96	923900	130453670	-Office Services from 2010 through 2015	MAY-2014
4,948	Other	XEROX CORP			2,576.68	2,576.68	923900	130453671	-Office Services from 2010 through 2015	MAY-2014
4,949	Other	XEROX CORP			2,850.60	2,850.60	923900	130453671	-Office Services from 2010 through 2015	MAY-2014
4,950	Other	XEROX CORP			3,739.19	3,739.19	923900	130453671	-Office Services from 2010 through 2015	MAY-2014
4,951	Other	XEROX CORP			3,868.04	3,868.04	923900	130453670	-Office Services from 2010 through 2015	MAY-2014
4,952	Other	XEROX CORP			5,353.29	5,353.29	923900	130453671	-Office Services from 2010 through 2015	MAY-2014
4,953	Other	XEROX CORP			9,945.17	9,945.17	923900	130453670	-Office Services from 2010 through 2015	MAY-2014
4,954	Other	XEROX CORP			11,002.43	11,002.43	923900	130453670	-Office Services from 2010 through 2015	MAY-2014

KENTUCKY UTILITIES COMPANY
Case No. 2014-00371
Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
4,955	Other	XEROX CORP			14,432.09	14,432.09	923900	130453670	-Office Services from 2010 through 2015	MAY-2014
4,956	Other	XEROX CORP			20,662.00	20,662.00	923900	130453670	-Office Services from 2010 through 2015	MAY-2014
4,957	Other	XEROX CORP			1.19	1.19	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,958	Other	XEROX CORP			1.20	1.20	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,959	Other	XEROX CORP			1.25	1.25	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,960	Other	XEROX CORP			1.26	1.26	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,961	Other	XEROX CORP			1.58	1.58	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,962	Other	XEROX CORP			1.60	1.60	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,963	Other	XEROX CORP			2.93	2.93	923900	074193234	-Office Services from 2010 through 2015	JUN-2014
4,964	Other	XEROX CORP			2.94	2.94	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,965	Other	XEROX CORP			2.97	2.97	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,966	Other	XEROX CORP			3.07	3.07	923900	074193234	-Office Services from 2010 through 2015	JUN-2014
4,967	Other	XEROX CORP			3.87	3.87	923900	074193234	-Office Services from 2010 through 2015	JUN-2014
4,968	Other	XEROX CORP			4.07	4.07	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,969	Other	XEROX CORP			4.27	4.27	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,970	Other	XEROX CORP			5.38	5.38	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,971	Other	XEROX CORP			6.95	6.95	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,972	Other	XEROX CORP			7.02	7.02	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,973	Other	XEROX CORP			7.21	7.21	923900	074193234	-Office Services from 2010 through 2015	JUN-2014
4,974	Other	XEROX CORP			7.55	7.55	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,975	Other	XEROX CORP			7.62	7.62	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,976	Other	XEROX CORP			10.02	10.02	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,977	Other	XEROX CORP			10.96	10.96	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,978	Other	XEROX CORP			11.06	11.06	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,979	Other	XEROX CORP			15.69	15.69	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,980	Other	XEROX CORP			15.84	15.84	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,981	Other	XEROX CORP			17.06	17.06	923900	074193234	-Office Services from 2010 through 2015	JUN-2014
4,982	Other	XEROX CORP			18.53	18.53	923900	074193234	-Office Services from 2010 through 2015	JUN-2014
4,983	Other	XEROX CORP			23.71	23.71	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,984	Other	XEROX CORP			25.74	25.74	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,985	Other	XEROX CORP			26.89	26.89	923900	074193234	-Office Services from 2010 through 2015	JUN-2014
4,986	Other	XEROX CORP			37.36	37.36	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,987	Other	XEROX CORP			38.50	38.50	923900	074193234	-Office Services from 2010 through 2015	JUN-2014
4,988	Other	XEROX CORP			53.50	53.50	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,989	Other	XEROX CORP			403.26	403.26	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,990	Other	XEROX CORP			422.77	422.77	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,991	Other	XEROX CORP			533.34	533.34	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,992	Other	XEROX CORP			992.97	992.97	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,993	Other	XEROX CORP			1,578.13	1,578.13	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
4,994	Other	XEROX CORP			1,654.49	1,654.49	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
4,995	Other	XEROX CORP			2,087.20	2,087.20	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
4,996	Other	XEROX CORP			2,350.18	2,350.18	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,997	Other	XEROX CORP			2,551.81	2,551.81	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,998	Other	XEROX CORP			3,703.05	3,703.05	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,999	Other	XEROX CORP			3,885.93	3,885.93	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
5,000	Other	XEROX CORP			5,303.16	5,303.16	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
5,001	Other	XEROX CORP			9,197.28	9,197.28	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
5,002	Other	XEROX CORP			9,986.34	9,986.34	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
5,003	Other	XEROX CORP			14,491.65	14,491.65	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
5,004	Other	XEROX CORP			20,753.57	20,753.57	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
5,005	Other	XEROX CORP			0.77	0.77	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
5,006	Other	XEROX CORP			0.81	0.81	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
5,007	Other	XEROX CORP			0.90	0.90	923900	131416839	-Office Services from 2010 through 2015	JUL-2014
5,008	Other	XEROX CORP			0.94	0.94	923900	131416839	-Office Services from 2010 through 2015	JUL-2014
5,009	Other	XEROX CORP			1.02	1.02	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
5,010	Other	XEROX CORP			1.19	1.19	923900	131416839	-Office Services from 2010 through 2015	JUL-2014
5,011	Other	XEROX CORP			1.55	1.55	923900	131416838	-Office Services from 2010 through 2015	JUL-2014
5,012	Other	XEROX CORP			1.63	1.63	923900	131416838	-Office Services from 2010 through 2015	JUL-2014
5,013	Other	XEROX CORP			1.89	1.89	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
5,014	Other	XEROX CORP			1.89	1.89	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
5,015	Other	XEROX CORP			1.98	1.98	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
5,016	Other	XEROX CORP			2.05	2.05	923900	131416838	-Office Services from 2010 through 2015	JUL-2014
5,017	Other	XEROX CORP			2.21	2.21	923900	131416839	-Office Services from 2010 through 2015	JUL-2014
5,018	Other	XEROX CORP			2.50	2.50	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
5,019	Other	XEROX CORP			3.82	3.82	923900	131416838	-Office Services from 2010 through 2015	JUL-2014
5,020	Other	XEROX CORP			4.66	4.66	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
5,021	Other	XEROX CORP			4.88	4.88	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
5,022	Other	XEROX CORP			5.44	5.44	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
5,023	Other	XEROX CORP			5.68	5.68	923900	131416839	-Office Services from 2010 through 2015	JUL-2014
5,024	Other	XEROX CORP			6.34	6.34	923900	131416839	-Office Services from 2010 through 2015	JUL-2014
5,025	Other	XEROX CORP			7.09	7.09	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
5,026	Other	XEROX CORP			8.26	8.26	923900	131416839	-Office Services from 2010 through 2015	JUL-2014
5,027	Other	XEROX CORP			9.82	9.82	923900	131416838	-Office Services from 2010 through 2015	JUL-2014

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Analysis of Professional Services Expenses For the most recent 12 month period - October 2014

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
5,028	Other	XEROX CORP			10.14	10.14	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
5,029	Other	XEROX CORP			10.96	10.96	923900	131416838	-Office Services from 2010 through 2015	JUL-2014
5,030	Other	XEROX CORP			11.82	11.82	923900	131416839	-Office Services from 2010 through 2015	JUL-2014
5,031	Other	XEROX CORP			11.97	11.97	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
5,032	Other	XEROX CORP			13.37	13.37	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
5,033	Other	XEROX CORP			14.27	14.27	923900	131416838	-Office Services from 2010 through 2015	JUL-2014
5,034	Other	XEROX CORP			17.39	17.39	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
5,035	Other	XEROX CORP			20.42	20.42	923900	131416838	-Office Services from 2010 through 2015	JUL-2014
5,036	Other	XEROX CORP			24.90	24.90	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
5,037	Other	XEROX CORP			913.44	913.44	923900	131416837	-Office Services from 2010 through 2015	JUL-2014
5,038	Other	XEROX CORP			959.11	959.11	923900	131416837	-Office Services from 2010 through 2015	JUL-2014
5,039	Other	XEROX CORP			1,067.39	1,067.39	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
5,040	Other	XEROX CORP			1,120.76	1,120.76	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
5,041	Other	XEROX CORP			1,210.31	1,210.31	923900	131416837	-Office Services from 2010 through 2015	JUL-2014
5,042	Other	XEROX CORP			1,414.29	1,414.29	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
5,043	Other	XEROX CORP			2,253.16	2,253.16	923900	131416837	-Office Services from 2010 through 2015	JUL-2014
5,044	Other	XEROX CORP			2,632.89	2,632.89	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
5,045	Other	XEROX CORP			5,792.75	5,792.75	923900	131416837	-Office Services from 2010 through 2015	JUL-2014
5,046	Other	XEROX CORP			6,462.61	6,462.61	923900	131416837	-Office Services from 2010 through 2015	JUL-2014
5,047	Other	XEROX CORP			6,769.02	6,769.02	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
5,048	Other	XEROX CORP			7,551.77	7,551.77	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
5,049	Other	XEROX CORP			8,411.29	8,411.29	923900	131416837	-Office Services from 2010 through 2015	JUL-2014
5,050	Other	XEROX CORP			9,828.86	9,828.86	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
5,051	Other	XEROX CORP			12,040.21	12,040.21	923900	131416837	-Office Services from 2010 through 2015	JUL-2014
5,052	Other	XEROX CORP			14,069.38	14,069.38	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
5,053	Other	XEROX CORP			1.20	1.20	923900	075332142	-Office Services from 2010 through 2015	AUG-2014
5,054	Other	XEROX CORP			1.26	1.26	923900	075332142	-Office Services from 2010 through 2015	AUG-2014
5,055	Other	XEROX CORP			1.59	1.59	923900	075332142	-Office Services from 2010 through 2015	AUG-2014
5,056	Other	XEROX CORP			2.85	2.85	923900	131883559	-Office Services from 2010 through 2015	AUG-2014
5,057	Other	XEROX CORP			2.94	2.94	923900	075164525	-Office Services from 2010 through 2015	AUG-2014
5,058	Other	XEROX CORP			2.96	2.96	923900	075332142	-Office Services from 2010 through 2015	AUG-2014
5,059	Other	XEROX CORP			3.00	3.00	923900	131883559	-Office Services from 2010 through 2015	AUG-2014
5,060	Other	XEROX CORP			3.10	3.10	923900	075164525	-Office Services from 2010 through 2015	AUG-2014
5,061	Other	XEROX CORP			3.78	3.78	923900	131883559	-Office Services from 2010 through 2015	AUG-2014
5,062	Other	XEROX CORP			3.91	3.91	923900	075164525	-Office Services from 2010 through 2015	AUG-2014
5,063	Other	XEROX CORP			6.97	6.97	923900	075332142	-Office Services from 2010 through 2015	AUG-2014
5,064	Other	XEROX CORP			7.04	7.04	923900	131883559	-Office Services from 2010 through 2015	AUG-2014
5,065	Other	XEROX CORP			7.27	7.27	923900	075164525	-Office Services from 2010 through 2015	AUG-2014
5,066	Other	XEROX CORP			7.61	7.61	923900	075332142	-Office Services from 2010 through 2015	AUG-2014
5,067	Other	XEROX CORP			11.05	11.05	923900	075332142	-Office Services from 2010 through 2015	AUG-2014
5,068	Other	XEROX CORP			15.82	15.82	923900	075332142	-Office Services from 2010 through 2015	AUG-2014
5,069	Other	XEROX CORP			16.56	16.56	923900	131883559	-Office Services from 2010 through 2015	AUG-2014
5,070	Other	XEROX CORP			17.11	17.11	923900	075164525	-Office Services from 2010 through 2015	AUG-2014
5,071	Other	XEROX CORP			18.09	18.09	923900	131883559	-Office Services from 2010 through 2015	AUG-2014
5,072	Other	XEROX CORP			18.68	18.68	923900	075164525	-Office Services from 2010 through 2015	AUG-2014
5,073	Other	XEROX CORP			26.24	26.24	923900	131883559	-Office Services from 2010 through 2015	AUG-2014
5,074	Other	XEROX CORP			27.10	27.10	923900	075164525	-Office Services from 2010 through 2015	AUG-2014
5,075	Other	XEROX CORP			37.59	37.59	923900	131883559	-Office Services from 2010 through 2015	AUG-2014
5,076	Other	XEROX CORP			38.83	38.83	923900	075164525	-Office Services from 2010 through 2015	AUG-2014
5,077	Other	XEROX CORP			413.03	413.03	923900	131883557	-Office Services from 2010 through 2015	AUG-2014
5,078	Other	XEROX CORP			435.11	435.11	923900	131883557	-Office Services from 2010 through 2015	AUG-2014
5,079	Other	XEROX CORP			547.76	547.76	923900	131883557	-Office Services from 2010 through 2015	AUG-2014
5,080	Other	XEROX CORP			1,020.42	1,020.42	923900	131883557	-Office Services from 2010 through 2015	AUG-2014
5,081	Other	XEROX CORP			1,565.49	1,565.49	923900	131883556	-Office Services from 2010 through 2015	AUG-2014
5,082	Other	XEROX CORP			1,649.20	1,649.20	923900	131883556	-Office Services from 2010 through 2015	AUG-2014
5,083	Other	XEROX CORP			2,076.15	2,076.15	923900	131883556	-Office Services from 2010 through 2015	AUG-2014
5,084	Other	XEROX CORP			2,400.86	2,400.86	923900	131883557	-Office Services from 2010 through 2015	AUG-2014
5,085	Other	XEROX CORP			2,621.74	2,621.74	923900	131883557	-Office Services from 2010 through 2015	AUG-2014
5,086	Other	XEROX CORP			3,803.39	3,803.39	923900	131883557	-Office Services from 2010 through 2015	AUG-2014
5,087	Other	XEROX CORP			3,867.68	3,867.68	923900	131883556	-Office Services from 2010 through 2015	AUG-2014
5,088	Other	XEROX CORP			5,446.91	5,446.91	923900	131883557	-Office Services from 2010 through 2015	AUG-2014
5,089	Other	XEROX CORP			9,099.92	9,099.92	923900	131883556	-Office Services from 2010 through 2015	AUG-2014
5,090	Other	XEROX CORP			9,937.08	9,937.08	923900	131883556	-Office Services from 2010 through 2015	AUG-2014
5,091	Other	XEROX CORP			14,415.88	14,415.88	923900	131883556	-Office Services from 2010 through 2015	AUG-2014
5,092	Other	XEROX CORP			20,645.28	20,645.28	923900	131883556	-Office Services from 2010 through 2015	AUG-2014
5,093	Other	XEROX CORP			1.22	1.22	923900	075796754	-Office Services from 2010 through 2015	SEP-2014
5,094	Other	XEROX CORP			1.28	1.28	923900	075796754	-Office Services from 2010 through 2015	SEP-2014
5,095	Other	XEROX CORP			1.61	1.61	923900	075796754	-Office Services from 2010 through 2015	SEP-2014
5,096	Other	XEROX CORP			2.32	2.32	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
5,097	Other	XEROX CORP			2.44	2.44	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
5,098	Other	XEROX CORP			2.47	2.47	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
5,099	Other	XEROX CORP			2.60	2.60	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
5,100	Other	XEROX CORP			2.99	2.99	923900	075638789	-Office Services from 2010 through 2015	SEP-2014

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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
5,101	Other	XEROX CORP			3.00	3.00	923900	075796754	-Office Services from 2010 through 2015	SEP-2014
5,102	Other	XEROX CORP			3.06	3.06	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
5,103	Other	XEROX CORP			3.15	3.15	923900	075638789	-Office Services from 2010 through 2015	SEP-2014
5,104	Other	XEROX CORP			3.26	3.26	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
5,105	Other	XEROX CORP			3.95	3.95	923900	075638789	-Office Services from 2010 through 2015	SEP-2014
5,106	Other	XEROX CORP			5.71	5.71	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
5,107	Other	XEROX CORP			6.08	6.08	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
5,108	Other	XEROX CORP			6.94	6.94	923900	075796754	-Office Services from 2010 through 2015	SEP-2014
5,109	Other	XEROX CORP			7.37	7.37	923900	075638789	-Office Services from 2010 through 2015	SEP-2014
5,110	Other	XEROX CORP			7.70	7.70	923900	075796754	-Office Services from 2010 through 2015	SEP-2014
5,111	Other	XEROX CORP			11.18	11.18	923900	075796754	-Office Services from 2010 through 2015	SEP-2014
5,112	Other	XEROX CORP			13.20	13.20	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
5,113	Other	XEROX CORP			14.06	14.06	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
5,114	Other	XEROX CORP			14.67	14.67	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
5,115	Other	XEROX CORP			15.61	15.61	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
5,116	Other	XEROX CORP			16.02	16.02	923900	075796754	-Office Services from 2010 through 2015	SEP-2014
5,117	Other	XEROX CORP			17.03	17.03	923900	075638789	-Office Services from 2010 through 2015	SEP-2014
5,118	Other	XEROX CORP			18.92	18.92	923900	075638789	-Office Services from 2010 through 2015	SEP-2014
5,119	Other	XEROX CORP			21.28	21.28	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
5,120	Other	XEROX CORP			22.65	22.65	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
5,121	Other	XEROX CORP			27.45	27.45	923900	075638789	-Office Services from 2010 through 2015	SEP-2014
5,122	Other	XEROX CORP			30.48	30.48	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
5,123	Other	XEROX CORP			32.45	32.45	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
5,124	Other	XEROX CORP			39.32	39.32	923900	075638789	-Office Services from 2010 through 2015	SEP-2014
5,125	Other	XEROX CORP			420.06	420.06	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
5,126	Other	XEROX CORP			442.17	442.17	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
5,127	Other	XEROX CORP			554.93	554.93	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
5,128	Other	XEROX CORP			1,034.68	1,034.68	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
5,129	Other	XEROX CORP			1,562.50	1,562.50	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
5,130	Other	XEROX CORP			1,644.74	1,644.74	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
5,131	Other	XEROX CORP			2,064.15	2,064.15	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
5,132	Other	XEROX CORP			2,392.15	2,392.15	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
5,133	Other	XEROX CORP			2,657.46	2,657.46	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
5,134	Other	XEROX CORP			3,848.69	3,848.69	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
5,135	Other	XEROX CORP			3,855.74	3,855.74	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
5,136	Other	XEROX CORP			5,522.32	5,522.32	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
5,137	Other	XEROX CORP			8,898.04	8,898.04	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
5,138	Other	XEROX CORP			9,884.88	9,884.88	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
5,139	Other	XEROX CORP			14,342.12	14,342.12	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
5,140	Other	XEROX CORP			20,541.23	20,541.23	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
5,141	Other	XEROX CORP			1.20	1.20	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
5,142	Other	XEROX CORP			1.27	1.27	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
5,143	Other	XEROX CORP			1.60	1.60	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
5,144	Other	XEROX CORP			1.73	1.73	923900	132873232	-Office Services from 2010 through 2015	OCT-2014
5,145	Other	XEROX CORP			1.82	1.82	923900	132873232	-Office Services from 2010 through 2015	OCT-2014
5,146	Other	XEROX CORP			2.29	2.29	923900	132873232	-Office Services from 2010 through 2015	OCT-2014
5,147	Other	XEROX CORP			2.96	2.96	923900	076106492	-Office Services from 2010 through 2015	OCT-2014
5,148	Other	XEROX CORP			2.97	2.97	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
5,149	Other	XEROX CORP			3.12	3.12	923900	076106492	-Office Services from 2010 through 2015	OCT-2014
5,150	Other	XEROX CORP			3.66	3.66	923900	132873230	-Office Services from 2010 through 2015	OCT-2014
5,151	Other	XEROX CORP			3.83	3.83	923900	132873229	-Office Services from 2010 through 2015	OCT-2014
5,152	Other	XEROX CORP			3.85	3.85	923900	132873230	-Office Services from 2010 through 2015	OCT-2014
5,153	Other	XEROX CORP			3.92	3.92	923900	076106492	-Office Services from 2010 through 2015	OCT-2014
5,154	Other	XEROX CORP			4.03	4.03	923900	132873229	-Office Services from 2010 through 2015	OCT-2014
5,155	Other	XEROX CORP			4.27	4.27	923900	132873232	-Office Services from 2010 through 2015	OCT-2014
5,156	Other	XEROX CORP			4.84	4.84	923900	132873230	-Office Services from 2010 through 2015	OCT-2014
5,157	Other	XEROX CORP			5.07	5.07	923900	132873229	-Office Services from 2010 through 2015	OCT-2014
5,158	Other	XEROX CORP			7.30	7.30	923900	076106492	-Office Services from 2010 through 2015	OCT-2014
5,159	Other	XEROX CORP			7.64	7.64	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
5,160	Other	XEROX CORP			8.33	8.33	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
5,161	Other	XEROX CORP			9.02	9.02	923900	132873230	-Office Services from 2010 through 2015	OCT-2014
5,162	Other	XEROX CORP			9.44	9.44	923900	132873229	-Office Services from 2010 through 2015	OCT-2014
5,163	Other	XEROX CORP			10.97	10.97	923900	132873232	-Office Services from 2010 through 2015	OCT-2014
5,164	Other	XEROX CORP			11.09	11.09	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
5,165	Other	XEROX CORP			11.96	11.96	923900	132873232	-Office Services from 2010 through 2015	OCT-2014
5,166	Other	XEROX CORP			15.88	15.88	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
5,167	Other	XEROX CORP			15.92	15.92	923900	132873232	-Office Services from 2010 through 2015	OCT-2014
5,168	Other	XEROX CORP			18.75	18.75	923900	076106492	-Office Services from 2010 through 2015	OCT-2014
5,169	Other	XEROX CORP			20.45	20.45	923900	076106492	-Office Services from 2010 through 2015	OCT-2014
5,170	Other	XEROX CORP			21.34	21.34	923900	132873231	-Office Services from 2010 through 2015	OCT-2014
5,171	Other	XEROX CORP			22.48	22.48	923900	132873231	-Office Services from 2010 through 2015	OCT-2014
5,172	Other	XEROX CORP			22.79	22.79	923900	132873232	-Office Services from 2010 through 2015	OCT-2014
5,173	Other	XEROX CORP			23.15	23.15	923900	132873230	-Office Services from 2010 through 2015	OCT-2014

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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
Line No.	Type	Vendor Name	Rate Case	Audit	Other	Total	Account	Invoice	Description	Period
5,174	Other	XEROX CORP			24.24	24.24	923900 132873229		-Office Services from 2010 through 2015	OCT-2014
5,175	Other	XEROX CORP			25.25	25.25	923900 132873230		-Office Services from 2010 through 2015	OCT-2014
5,176	Other	XEROX CORP			26.43	26.43	923900 132873229		-Office Services from 2010 through 2015	OCT-2014
5,177	Other	XEROX CORP			27.22	27.22	923900 076106492		-Office Services from 2010 through 2015	OCT-2014
5,178	Other	XEROX CORP			28.27	28.27	923900 132873231		-Office Services from 2010 through 2015	OCT-2014
5,179	Other	XEROX CORP			33.61	33.61	923900 132873230		-Office Services from 2010 through 2015	OCT-2014
5,180	Other	XEROX CORP			35.18	35.18	923900 132873229		-Office Services from 2010 through 2015	OCT-2014
5,181	Other	XEROX CORP			38.98	38.98	923900 076106492		-Office Services from 2010 through 2015	OCT-2014
5,182	Other	XEROX CORP			48.13	48.13	923900 132873230		-Office Services from 2010 through 2015	OCT-2014
5,183	Other	XEROX CORP			50.38	50.38	923900 132873229		-Office Services from 2010 through 2015	OCT-2014
5,184	Other	XEROX CORP			52.68	52.68	923900 132873231		-Office Services from 2010 through 2015	OCT-2014
5,185	Other	XEROX CORP			135.21	135.21	923900 132873231		-Office Services from 2010 through 2015	OCT-2014
5,186	Other	XEROX CORP			147.47	147.47	923900 132873231		-Office Services from 2010 through 2015	OCT-2014
5,187	Other	XEROX CORP			196.29	196.29	923900 132873231		-Office Services from 2010 through 2015	OCT-2014
5,188	Other	XEROX CORP			281.04	281.04	923900 132873231		-Office Services from 2010 through 2015	OCT-2014
5,189	Other	XEROX CORP			1,953.73	1,953.73	923900 132873228		-Office Services from 2010 through 2015	OCT-2014
5,190	Other	XEROX CORP			2,057.65	2,057.65	923900 132873228		-Office Services from 2010 through 2015	OCT-2014
5,191	Other	XEROX CORP			2,587.65	2,587.65	923900 132873228		-Office Services from 2010 through 2015	OCT-2014
5,192	Other	XEROX CORP			4,821.97	4,821.97	923900 132873228		-Office Services from 2010 through 2015	OCT-2014
5,193	Other	XEROX CORP			12,377.07	12,377.07	923900 132873228		-Office Services from 2010 through 2015	OCT-2014
5,194	Other	XEROX CORP			13,499.43	13,499.43	923900 132873228		-Office Services from 2010 through 2015	OCT-2014
5,195	Other	XEROX CORP			17,968.07	17,968.07	923900 132873228		-Office Services from 2010 through 2015	OCT-2014
5,196	Other	XEROX CORP			25,727.09	25,727.09	923900 132873228		-Office Services from 2010 through 2015	OCT-2014
5,197	Other	ZIP EXPRESS			24.02	24.02	923900 27-NOV-2013 11:11 SERV		-ZIP EXPRESS #054255	NOV-2013
5,198	Other	ZIP EXPRESS			8.72	8.72	923900 29-APR-2014 14:04 SERV		-ZIP EXPRESS #426746	APR-2014
5,199	Other	ZIP EXPRESS			69.69	69.69	923900 27-JUN-2014 13:06 SERV		-ZIP EXPRESS #420574	JUN-2014
5,200	Other	ZIP EXPRESS			66.86	66.86	923900 29-JUL-2014 13:07 SERV		-ZIP EXPRESS #411299	JUL-2014
5,201	Other	ZIP EXPRESS			18.51	18.51	923900 29-OCT-2014 06:10 SERV		-ZIP EXPRESS #453093	OCT-2014
5,202	Other Total		-	-	14,539,646.68	14,539,646.68				
5,203	Grand Total		-	649,685.51	17,342,635.53	17,992,321.04				
5,204										
5,205		The hourly rates and time charged are not readily available within the system, please refer to the response to PSC-1, Question No. 49 for further details.								

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Request for Information
Dated November 14, 2014**

Case No. 2014-00371

Question No. 51

Responding Witness: Christopher M. Garrett

Q-51. Provide the following information. If any amounts were allocated, show a calculation of the factor used to allocate each amount.

- a. A detailed analysis of charges booked for advertising expenditures during the most recent 12-month period for which information is available at the time the application is filed. Include a complete breakdown of Account No. 913 — Advertising Expenses, and any other advertising expenditures included in any other expense accounts, as shown in Schedule 51a. The analysis should specify the purpose of the expenditure and the expected benefit to be derived.
- b. An analysis of Account No. 930 — Miscellaneous General Expenses for the most recent 12-month period for which information is available at the time the application is filed. Include a complete breakdown of this account as shown in Format 51b and provide detailed workpapers supporting this analysis. At a minimum, the analysis should show the date, vendor, reference (i.e., voucher no., etc.), dollar amount, and brief description of each expenditure of \$500 or more, provided that lesser items are grouped by classes as shown in Schedule 51b.
- c. An analysis of Account No. 426 — Other Income Deductions for the most recent 12-month period for which information is available at the time the application is filed. Include a complete breakdown of this account as shown in Schedule 51c, and provide detailed workpapers supporting this analysis. At a minimum, the analysis should show the date, vendor, reference (i.e., voucher no., etc.), dollar amount, and brief description of each expenditure of \$500 or more, provided that lesser items are grouped by classes as shown in Schedule 51c.

A-51. a. See attached.

b. See attached.

c. See attached.

Kentucky Utilities							
Case No. 2014-00371							
Analysis of Advertising Expenses (Including Account No. 913) For the Twelve months ending October 31, 2014							
Line No.	Item (a)	Sales or Promotional Advertising (b)	Institutional Advertising (c)	Conservation Advertising (d)	Rate Case (e)	Other (f)	Total (g)
1.	Newspaper	3,714	106,225	2,876	-	-	112,815
2.	Magazines and Other	307	12,227	-	-	2,759	15,293
3.	Television	-	396,420	-	-	-	396,420
4.	Radio	-	159,178	-	-	-	159,178
5.	Direct Mail	-	56,168	49,857	-	-	106,025
6.	Other (community events, etc.)	90,070	130,327	340,659	-	33,795	594,851
7.	Total	94,091	860,545	393,392	-	36,554	1,384,582
9.	Kentucky Jurisdictional <input type="checkbox"/>	94,714 <input type="checkbox"/>	95,609 <input type="checkbox"/>	94,714 <input type="checkbox"/>	-	94,714 <input type="checkbox"/>	-
10.	Amount Assigned to Kentucky Jurisdictional	89,118	822,758	372,597	-	34,622	1,319,095

The purpose and benefit for the advertising expenses are to promote/provide:

- Safety and Public Awareness
- Public Information
- Community Relations
- Environmental Awareness
- Customer Information

Column (b) is Account 913 advertising and has been removed from expenses in proforma adjustments.
 Column (c) is Account 930.1 advertising and has been removed from expenses in proforma adjustments.
 Column (d) is Account 909 advertising.
 Column (f) is various accounts.

Kentucky Utilities Company Case No. 2014-00371		
Analysis of Account No. 930 - Miscellaneous General Expenses For the 12 Months Ended October 31, 2014		
Line No.	Item (a)	Amount (b)
1.	Industry Association Dues	\$ 1,752,782
2.	Stockholder and Debt Service Expenses	-
3.	Institutional Advertising	860,545
4.	Conservation Advertising	-
5.	Rate Department Load Studies	-
6.	Director's Fees and Expenses	-
7.	Dues and Subscriptions	13,314
8.	Market Research and Consulting Expense	2,270,950
9.	Miscellaneous	93,296
10.	Sub-total	4,990,887
11.	Kentucky Jurisdictional <input type="checkbox"/>	See below
12.	Kentucky Jurisdictional Amount of Line 10	\$ 4,733,242

Kentucky Jurisdictional Calculation:	Total Company	Jurisdictional Percentage	Kentucky Jurisdictional
Industry Association Dues Account 930.2	<u>1,752,782</u>	94.677 <input type="checkbox"/>	<u>1,659,482</u>
Institutional Advertising Account 930.1	<u>860,545</u>	95.609 <input type="checkbox"/>	<u>822,757</u>
Dues and Subscriptions Account 930.2	<u>13,314</u>	94.677 <input type="checkbox"/>	<u>12,605</u>
Market Research and Consulting Expense Account 930.2	<u>2,270,950</u>	94.677 <input type="checkbox"/>	<u>2,150,068</u>
Miscellaneous Account 930.2	<u>93,296</u>	94.677 <input type="checkbox"/>	<u>88,330</u>
	<u>\$ 4,990,887</u>		<u>\$ 4,733,242</u>

Kentucky Utilities Company
Case No. 2014-00371

Analysis of Account No. 930 - Miscellaneous General Expenses
For the 12 Months Ended October 31, 2014

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost
201311	BIG BLUE INSIDER LLC	1116	-Big Blue Insider -Big Blue Insider Invoice 1116	800.00
201401	BIG BLUE INSIDER LLC	1126	-Big Blue Insider radio spots	800.00
201402	BIG BLUE INSIDER LLC	1131	-Big Blue Insider Invoice 1131	800.00
201404	BIG BLUE INSIDER LLC	1136	-Big Blue Insider Invoice 1136	800.00
201404	BIG BLUE INSIDER LLC	1141	-Big Blue Insider Invoice 1141	800.00
201405	BIG BLUE INSIDER LLC	1146	-The Big Blue Insider Sports Radio	800.00
201406	BIG BLUE INSIDER LLC	1151	-Big Blue Insider Invoice 1151	800.00
201407	BIG BLUE INSIDER LLC	1156	-Big Blue Insider Invoice 1156	800.00
201408	BIG BLUE INSIDER LLC	1161	-The Big Blue Insider Invoice 1161	800.00
201409	BIG BLUE INSIDER LLC	1165	-Big Blue Insider Invoice 1165	800.00
201409	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES	146449	-Blue Grass Mail_BG Invoice 146449	2,531.39
201409	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES	144135	-Blue Grass Mail_BG invoice 144135	2,518.38
201410	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES	145693	-BlueGrass Mailing - develop & design graphics, invoice 145693	1,927.41
201404	CARMA INTERNATIONAL INC	17322	-Carma Invoice 17322	2,245.60
201403	CARMA INTERNATIONAL INC	07269	-CARMA	2,235.52
201402	CARMA INTERNATIONAL INC	17254	-CARMA	2,224.48
201401	CARMA INTERNATIONAL INC	17214	-LABOR	2,215.68
201405	CARMA INTERNATIONAL INC	17359	-Carma International	2,200.88
201403	CARMA INTERNATIONAL INC	17268	-CARMA Invoice 17268	1,920.80
201405	CARMA INTERNATIONAL INC	17342	-Carma International	1,920.80
201311	CARMA INTERNATIONAL INC	17115	-research and data processing	1,715.00
201312	CARMA INTERNATIONAL INC	17157	-research and data processing	1,715.00
201401	CARMA INTERNATIONAL INC	17213	-LABOR	940.80
201402	CARMA INTERNATIONAL INC	17253	-CARMA	940.80
201406	CARMA INTERNATIONAL INC	17300	-Carma International - Research for March - Invoice 17300	940.80
201311	CARMA INTERNATIONAL INC	17082	-research and data processing	840.00
201408	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass Below the Line - Rate Case Review	1,455.00
201408	CITY OF HANSON	CITYOF082114	-SALE OF FRANCHISE	649.00
201312	COMMONWEALTH RADIO REPORTS	1955	-Commonwealth Radio	546.00
201409	CREATIVE ALLIANCE	129035	-research and data processing	46,742.35
201409	CREATIVE ALLIANCE	1290390	-LABOR	46,276.52
201409	CREATIVE ALLIANCE	129036	-LABOR	33,037.80
201407	CREATIVE ALLIANCE	124710	-LABOR	32,998.70
201407	CREATIVE ALLIANCE	12527800	-research and data processing	28,604.24
201407	CREATIVE ALLIANCE	1247080	-LABOR	28,236.92
201404	CREATIVE ALLIANCE	11983400	-LABOR	24,963.32
201406	CREATIVE ALLIANCE	1227970	-LABOR	24,693.59
201407	CREATIVE ALLIANCE	124711	-LABOR	23,954.00
201404	CREATIVE ALLIANCE	119429	-LABOR	21,965.42
201402	CREATIVE ALLIANCE	116625	-LABOR	21,816.67
201403	CREATIVE ALLIANCE	117959	-LABOR	21,816.67
201311	CREATIVE ALLIANCE	111393	-LABOR	20,344.60
201312	CREATIVE ALLIANCE	113224	-LABOR	19,919.60
201406	CREATIVE ALLIANCE	122799	-LABOR	13,267.59
201312	CREATIVE ALLIANCE	115029	-LABOR	10,705.67
201405	CREATIVE ALLIANCE	121076	-LABOR	9,916.67
201407	CREATIVE ALLIANCE	124717	-LABOR	9,916.67
201409	CREATIVE ALLIANCE	126180	-LABOR	9,916.67
201409	CREATIVE ALLIANCE	129041	-LABOR	9,916.67

Kentucky Utilities Company
Case No. 2014-00371

Analysis of Account No. 930 - Miscellaneous General Expenses
For the 12 Months Ended October 31, 2014

201405	CREATIVE ALLIANCE	1217240	-LABOR	9,669.38
201406	CREATIVE ALLIANCE	122800	-LABOR	9,494.50
201409	CREATIVE ALLIANCE	1276390	-LABOR	8,909.07
201406	CREATIVE ALLIANCE	122806	-LABOR	8,739.19
201406	CREATIVE ALLIANCE	12276200	-LABOR	7,803.58
201312	CREATIVE ALLIANCE	115027	-LABOR	7,590.76
201407	CREATIVE ALLIANCE	1247140	-LABOR	7,500.00
201409	CREATIVE ALLIANCE	1261760	-LABOR	7,000.00
201405	CREATIVE ALLIANCE	1210660	-LABOR	5,921.28
201402	CREATIVE ALLIANCE	116626	-LABOR	5,148.57
201403	CREATIVE ALLIANCE	117960	-LABOR	5,148.57
201404	CREATIVE ALLIANCE	119430	-LABOR	5,148.57
201406	CREATIVE ALLIANCE	1228260	-LABOR	5,048.82
201405	CREATIVE ALLIANCE	121285	-LABOR	3,867.50
201409	CREATIVE ALLIANCE	129040	-LABOR	3,350.70
201404	CREATIVE ALLIANCE	1194280	-LABOR	3,000.00
201405	CREATIVE ALLIANCE	121291	-LABOR	2,453.10
201407	CREATIVE ALLIANCE	1247210	-LABOR	2,450.00
201409	CREATIVE ALLIANCE	1261840	-LABOR	2,450.00
201409	CREATIVE ALLIANCE	1290450	-LABOR	2,450.00
201407	CREATIVE ALLIANCE	124712	-LABOR	2,218.50
201312	CREATIVE ALLIANCE	115015	-LABOR	2,033.41
201407	CREATIVE ALLIANCE	1247160	-LABOR	1,800.00
201409	CREATIVE ALLIANCE	1261790	-LABOR	1,800.00
201409	CREATIVE ALLIANCE	1276430	-LABOR	1,800.00
201312	CREATIVE ALLIANCE	115017	-LABOR	1,036.50
201406	CREATIVE ALLIANCE	122801	-LABOR	977.54
201405	CREATIVE ALLIANCE	121284	-LABOR	850.00
201405	CREATIVE ALLIANCE	121289	-LABOR	850.00
201405	CREATIVE ALLIANCE	121067	-LABOR	844.80
201406	CREATIVE ALLIANCE	12276400	-LABOR	608.07
201312	CREATIVE ALLIANCE	115016	-LABOR	566.84
201407	CREATIVE ALLIANCE	1194270	-LABOR	(155.91)
201407	CREATIVE ALLIANCE	1227920	-LABOR	(513.40)
201312	CREATIVE ALLIANCE	1150250	-LABOR	(8,250.00)
201401	IMG COLLEGE LLC	81972	-IMG College Advertising Agreement	69,946.30
201402	IMG COLLEGE LLC	4362301	-IMG College Advertising Agreement	69,946.30
201405	IMG COLLEGE LLC	4371213	-IMG Post Season - Mens	24,777.90
201402	IMG COLLEGE LLC	81972	-IMG College Advertising Agreement	(69,946.30)
201406	KDA GROUP INC	10685003	-Telephone Book Listings Invoice #1065003	1,941.95
201406	KY HIGH SCHOOL ATHLETIC ASSN	09594	-Kentucky High School Athletic Association 2014 Basketball Tournament F	21,560.00
201402	LEXINGTON PROFESSIONAL BASEBALL CO LLC	324308	-Lexington Legends	7,000.00
201403	LEXINGTON PROFESSIONAL BASEBALL CO LLC	324309	-Lexington Legends Invoice 324309	7,000.00
201312	LEXISNEXIS	1310485171	-LexisNexis Oct & Nov	512.40
201312	LEXISNEXIS	1311484654	-LexisNexis Oct & Nov	512.40
201406	MEDIA LIBRARY INC	LVL21164	-Media Library February Monthly Taping	3,656.09
201401	MEDIA LIBRARY INC	LVL20973	-Media Library	1,564.22
201403	MEDIA LIBRARY INC	LVL21105	-Media Library Invoice LVL21105	1,132.54
201312	MEDIA LIBRARY INC	LVL20897	-Media Library Invoice LVL20897	857.06
201404	MEDIA LIBRARY INC	LVL21203	-Media Library March Monitoring	854.98

**Kentucky Utilities Company
Case No. 2014-00371**

**Analysis of Account No. 930 - Miscellaneous General Expenses
For the 12 Months Ended October 31, 2014**

201312	MEDIA LIBRARY INC	LVL20725	-Media Library	786.80
201408	PWH Spreadsheet A 26944 32543266	J243-0110-0814 Adjustment USD	Reclass Advertising Costs - Rate Case Review	6,849.08
201409	RED7E INC	00233700	-Red7e Aug/Sept Newsletters	12,846.40
201409	RED7E INC	00239500	-Red7e Aug/Sept Newsletters	12,846.40
201409	RED7E INC	00233800	-Red7e Powerlines and Aug insert kids	11,751.46
201406	RED7E INC	00208200	-Red7E May Billing Insert	11,672.45
201406	RED7E INC	00208100	-Red7E May Power Source	10,833.73
201406	RED7E INC	00209900	-Red7E Powerlines	927.50
201404	THE CATS PAUSE INC	THECAT02272014	-The Cats' Pause, March 2014 tournament ads	2,000.00
201409	THE CATS PAUSE INC	THECAT090114	-Cat's Pause 2014 Basketball Yearbook (1 of 8 installments)	875.00
201410	THE CATS PAUSE INC	THECAT100114	-The Cats' Pause Invoice 2 or 8, 2014 Yearbook Ad	875.00
201409	THE CUBERO GROUP INC	7283	-LABOR	13,674.30
201410	UNITED GRAPHICS OF LOUISVILLE	126460228258	-Misc Bill Inserts/Newsletters	522.50
201403	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-EQUAL OPPORTUNITY EMPL #853756	769.99
201406	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-PFG*PROFORMA #419873	693.59
201312	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-LEXINGTON FAMILY MAG #419873	548.00
201405	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-LEXINGTON FAMILY MAG #419873	548.00
201406	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-LEXINGTON FAMILY MAG #419873	548.00
201407	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-LEXINGTON FAMILY MAG #419873	548.00
201408	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-LEXINGTON FAMILY MAG #419873	548.00
201410	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-LEXINGTON FAMILY MAG #419873	548.00
201407	VIRGINIA PRESS SERVICES INC	PUE201300098	-ODP IRP - Publication of Notice (Case No. PUE-2013-00098)	2,876.42
201404	VIRGINIA PRESS SERVICES INC	14033K00	-ODP Notice, Per VaSCC Order of 2/28/14. Levelized fuel factor, Case No.	2,368.80
Various	Miscellaneous	Various	Various under \$500	4,467.75
Total Institutional Advertising				860,544.63

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost
201402	ACCCE ANNUAL ASSESSMENT	2014MEMBERDUES	-ANNUAL MEMBER DUES	37,412.06
201408	BAKER BOTTS LLP	BAKERB081814	-FEES	18,750.00
201312	BAKER BOTTS LLP	BAKERB121613	-FEES-COALITION	9,375.00
201312	BETTER BUSINESS BUREAU INC	4107	-COD SLR BBB Due Renewal	1,809.60
201406	CARBON SEQUESTRATION COUNCIL	CSC228-2014	-PROFESSIONAL SERVICES	23,040.00
201408	CHARTWELL INC	29940	-Chartwell Outage Communications Research Council Membership Invoice	4,642.20
201410	COAL UTILIZATION RESEARCH COUNCIL	226	-MEMBERSHIP DUES	7,650.00
201405	CORPORATE EXECUTIVE BOARD	M00257921	-CEB Customer Contact Leadership Council Invoice #M00257921	9,868.50
201401	EDISON ELECTRIC INSTITUTE	121293	-UARG DUES	159,954.60
201405	EDISON ELECTRIC INSTITUTE	124663	-2014 USWAG MEMBERSHIP DUES	25,224.00
201405	EDISON ELECTRIC INSTITUTE	122596	-Chris Talley - EEI Invoice #122596 - Spare Transformer Equipment Progra	3,465.00
201402	EPRI	90004310	-APPROVED INVOICE # 90004310 - 2014 ANNUAL PORTFOLIO INVOICE	142,537.03
201402	EPRI	90005168	-Invoice #90005168 - EPRI - ORERP 316(b) Studies	7,442.50
201405	EPRI	90006599	-Electric Power Research Institute (EPRI) Invoice #90006599 Artificial Nc	6,050.00
201403	HEART OF DANVILLE	HEART OF DANVILLE	-MEMBER DUES	500.00
201404	HUNTON AND WILLIAMS LLP	HWNSR2014	-PROFESSIONAL SERVICES	22,750.00
201403	HUNTON AND WILLIAMS LLP	HWNEPA2013	-DUES	9,750.00
201409	HUNTON AND WILLIAMS LLP	102073036	-PROFESSIONAL SERVICES	5,154.28
201402	HUNTON AND WILLIAMS LLP	102062023	-PROFESSIONAL SERVICES	5,105.67
201406	HUNTON AND WILLIAMS LLP	102068503	-PROFESSIONAL SERVICES	4,310.94
201407	HUNTON AND WILLIAMS LLP	102070001	-PROFESSIONAL SERVICES	4,233.39
201312	HUNTON AND WILLIAMS LLP	102059333	-PROFESSIONAL SERVICES	4,178.78
201407	HUNTON AND WILLIAMS LLP	102070500	-PROFESSIONAL SERVICES	3,614.99

Kentucky Utilities Company
Case No. 2014-00371

Analysis of Account No. 930 - Miscellaneous General Expenses
For the 12 Months Ended October 31, 2014

201410	HUNTON AND WILLIAMS LLP	102074513	-PROFESSIONAL SERVICES	3,434.63
201406	HUNTON AND WILLIAMS LLP	102066259	-PROFESSIONAL SERVICES	3,388.10
201312	HUNTON AND WILLIAMS LLP	102060162	-PROFESSIONAL SERVICES	3,271.85
201403	HUNTON AND WILLIAMS LLP	102062981	-PROFESSIONAL SERVICES	2,951.52
201403	HUNTON AND WILLIAMS LLP	102064945	-PROFESSIONAL SERVICES	721.00
201407	INDIANA COAL COUNCIL INC	INDIANO70914	-2014 MEMBERSHIP DUES	765.00
201408	JAB Spreadsheet A 26940 32554070	J231-0110-0814 Adjustment USD	Reclass Dues and Subscriptions - Rate Case Review	20,692.04
201312	KENTUCKY ASSOC OF MANUFACTURERS	2755987	-MEMBERSHIP 1/1/2014 - 12/31/2014	3,361.80
201410	KENTUCKY CLEAN FUELS COALITION	KENTUC101714	-MEMBER DUES	1,680.00
201401	KENTUCKY COAL ASSOCIATION	KENTUC010814	-MEMBER DUES	946.65
201404	LEADERSHIP KENTUCKY FOUNDATION INC	1697	-2014 LEADERSHIP KY CLASS TUITIONFOR TOM JESSEE	1,970.40
201408	MAYSVILLE-MASON COUNTY CHAMBER	MAYSVILLE-MASON COUNTY CHAMBER	-DUES	560.00
201401	MIDCONTINENT INDEPENDENT SYSTEM OPERATOR INC	2013010810089	-MISO 2014 Annual Fee Invoice Number 2013010810089	520.60
201312	MPE Spreadsheet A 27534 30692633	J061-0110-1213 Adjustment USD	December EEI Dues - Charges from PPL - Amortization	23,988.38
201312	MPE Spreadsheet A 27534 30692634	J061-0110-1213 Adjustment USD	EPRI-Amortization	61,867.89
201401	MPE Spreadsheet A 27534 30947719	J061-0110-0114 Adjustment USD	December EEI Dues - Charges from PPL - Amortization	24,759.65
201402	MPE Spreadsheet A 27534 31165337	J061-0110-0214 Adjustment USD	EEI Dues - Charges from PPL - Amortization	24,759.65
201403	MPE Spreadsheet A 27534 31333915	J061-0110-0314 Adjustment USD	EPRI-Amortization	62,022.38
201403	MPE Spreadsheet A 27534 31333915	J061-0110-0314 Adjustment USD	EEI Dues - Charges from PPL - Amortization	24,759.61
201403	MPE Spreadsheet A 27534 31406764	J224-0110-0314 Adjustment USD	EPRI- Amortization	9,246.13
201404	MPE Spreadsheet A 27534 31622693	J061-0110-0414 Adjustment USD	EPRI-Amortization	62,022.38
201404	MPE Spreadsheet A 27534 31622693	J061-0110-0414 Adjustment USD	EEI Dues - Charges from PPL - Amortization	24,759.61
201404	MPE Spreadsheet A 27534 31622693	J061-0110-0414 Adjustment USD	EPRI- Amortization	9,246.13
201405	MPE Spreadsheet A 27534 31861096	J061-0110-0514 Adjustment USD	EPRI-Amortization	62,022.38
201405	MPE Spreadsheet A 27534 31861096	J061-0110-0514 Adjustment USD	EEI Dues - Charges from PPL - Amortization	24,759.61
201405	MPE Spreadsheet A 27534 31861096	J061-0110-0514 Adjustment USD	EPRI- Amortization	9,246.13
201407	MPE Spreadsheet A 27534 32320249	J061-0110-0714 Adjustment USD	EPRI-Amortization	62,022.38
201407	MPE Spreadsheet A 27534 32320249	J061-0110-0714 Adjustment USD	EEI Dues - Charges from PPL - Amortization	24,759.65
201407	MPE Spreadsheet A 27534 32320249	J061-0110-0714 Adjustment USD	EPRI- Amortization	9,246.13
201408	MPE Spreadsheet A 27534 32546407	J061-0110-0814 Adjustment USD	EPRI-Amortization	62,022.38
201408	MPE Spreadsheet A 27534 32546407	J061-0110-0814 Adjustment USD	EEI Dues - Charges from PPL - Amortization	24,759.65
201408	MPE Spreadsheet A 27534 32546407	J061-0110-0814 Adjustment USD	EPRI- Amortization	9,246.13
201409	MPE Spreadsheet A 27534 32778061	J061-0110-0914 Adjustment USD	EPRI-Amortization	62,022.38
201409	MPE Spreadsheet A 27534 32778061	J061-0110-0914 Adjustment USD	EEI Dues - Charges from PPL - Amortization	24,759.65
201409	MPE Spreadsheet A 27534 32778061	J061-0110-0914 Adjustment USD	EPRI- Amortization	9,246.13
201410	MPE Spreadsheet A 27534 33030664	J061-0110-1014 Adjustment USD	EPRI-Amortization	62,022.38
201410	MPE Spreadsheet A 27534 33030664	J061-0110-1014 Adjustment USD	EEI Dues - Charges from PPL - Amortization	24,759.65
201410	MPE Spreadsheet A 27534 33030664	J061-0110-1014 Adjustment USD	EPRI- Amortization	9,246.13
201405	NATIONAL COAL TRANSPORTATION ASSOCIATION	140151	-MEMBERSHIP DUES	765.00
201407	NORTH AMERICAN ELEC RELIABILITY CORP	17745	-Software renewal Electric Generators and Government Agencies 2014	550.00
201409	NORTH AMERICAN ENEGY STANDARDS BOARD	7457	-MEMBER DUES	4,690.00
201401	NORTH AMERICAN TRANSMISSION FORUM INC	1331	-COMPANY DUES	31,947.41
201410	SCIENTECH	5210	-PAYMENT OF INVOICE 5210 - FOMIS MEMBERSHIP JANUARY 1 THRU DEC	21,168.00
201401	SCIENTECH	4623	-COD PAM	20,160.00
201312	SGIP 2.0 INC	302	-MEMBER DUES	12,606.75
201311	SNW Spreadsheet A 27138 30475019	J061-0110-1113 Adjustment USD	EPRI-Amortization	61,867.91
201311	SNW Spreadsheet A 27138 30475020	J061-0110-1113 Adjustment USD	November EEI Dues - Charges from PPL - Amortization	23,988.38
201406	SNW Spreadsheet A 27138 32073602	J061-0110-0614 Adjustment USD	EEI Dues - Charges from PPL - Amortization	24,759.61
201406	SNW Spreadsheet A 27138 32073603	J061-0110-0614 Adjustment USD	EPRI- Amortization	9,246.13
201406	SNW Spreadsheet A 27138 32073604	J061-0110-0614 Adjustment USD	EPRI-Amortization	62,022.38

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201407	SOUTHEASTERN ELECTRIC EXCHANGE	3315	-DUES	8,958.88
201410	SOUTHERN COMPANY	SOUTHE102014SRV	-INV #47992 & 47991	4,596.24
201407	STEPTOE & JOHNSON PLLC	SJ2014MOG	-PROFESSIONAL SERVICES	38,187.50
201405	TSMSSDC	22098	-MEMBERSHIP DUES	1,125.00
201403	UNION COUNTY FIRST 0314	UNION COUNTY FIRST 0314	-DUES	500.00
201403	UNIVERSITY OF MISSOURI-FRI/PUD	141019	-ANNUAL DUES	5,350.00
201312	US BANK NATIONAL ASSOCIATION ND	29-JUL-2013 08:07 SERV	-COD	8,291.25
201312	US BANK NATIONAL ASSOCIATION ND	03-SEP-2013 12:09 SERV	-COD - UTILITIES TELECOM COUNC #424048	7,507.50
201311	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-CORPORATE EXECUTIVE BD #426662	6,407.78
201401	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-CORPORATE EXECUTIVE BD #426662	6,407.77
201403	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 07:03 LELLC	-INDIANA CHAMBER OF COM #466221	2,692.56
201312	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-BLK*LEADERSHIP LOU CTR #419873	2,353.26
201407	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-BETTER BUSINESS BUREAU #419873	2,016.00
201407	WATERWAYS COUNCIL INC	52792	-MEMBERSHIP DUES	5,520.88
201312	WISE CO VA CHAMBER OF COMMERCE	3158	-DUES	1,000.00
201410	WISE CO VA CHAMBER OF COMMERCE	3585	-MEMBER DUES	1,000.00
201409	WOODFORD COUNTY CHAMBER	2521	-CHAMBER DUES	1,250.00
Various	Miscellaneous	Various	Various under \$500	7,191.34
Total Industry Association Dues				1,752,782.23

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost
201410	Alexander, Thomas K	529110	-Dues - Company Dues/Memberships	672.00
201405	Malloy, John P	406053	-Dues - Company Dues/Memberships	784.00
201410	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-UTILITIES TELECOM COUNC #424048	985.50
201401	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 12:01 KUTL	-DANVILLE BOYCE CO CHAMBER #337729	840.00
201406	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 10:06 KUTL	-SQ *SANDY ROMENESKO #340384	600.00
201410	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-NATIONAL SECURITY INSTITU #070582	591.50
201311	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-IEEE PRODUCTS & SERVICES #423081	587.00
201410	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-ISACA #070582	580.00
201311	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 07:11 KUTL	-MAYSVILLE MASON CO AREA C #340384	550.00
201405	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 08:05 KUTL	-WINCHESTER CLARK COUNTY C #340384	500.00
Various	Miscellaneous	Various	Various under \$500	6,623.93
Total Dues and Subscriptions				13,313.93

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost
201404	BELLOMY RESEARCH INC	140429	-BSC Multi Channel Study Invoice 1404-29	7,575.12
201312	BELLOMY RESEARCH INC	131151	-BSC Multi-channel Study Invoice #10267	7,170.12
201401	BELLOMY RESEARCH INC	131263	-BSC Multi Channel Survey Invoice #1312-63	7,170.12
201402	BELLOMY RESEARCH INC	140114	-BSC Study Invoice #1401-14	7,170.12
201403	BELLOMY RESEARCH INC	140234	-Business Office market research study Invoice 1402-34	7,170.12
201404	BELLOMY RESEARCH INC	140333	-BSC Multi Channel Study Invoice #1403-33	7,170.12
201311	BELLOMY RESEARCH INC	131051	-BSC Multi-channel Survey Invoice #1310-51	6,639.00
201312	BELLOMY RESEARCH INC	131154	-Field Services Study Invoice #1311-54	3,010.50
201401	BELLOMY RESEARCH INC	131266	-Field Services Study Invoice #1312-66	3,010.50
201403	BELLOMY RESEARCH INC	140117	-Field Services Study Invoice #1401-17	3,010.50
201403	BELLOMY RESEARCH INC	140237	-Field Services market research study Invoice #1302-37	3,010.50
201404	BELLOMY RESEARCH INC	140336	-Field Services Study Invoice #1403-36	3,010.50
201404	BELLOMY RESEARCH INC	140432	-Field Service Study Invoice #1404.32	3,010.50

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201312	BELLOMY RESEARCH INC	131153	-Business Office Study Invoice #1311-53	2,794.50
201401	BELLOMY RESEARCH INC	131265	-Business Office Study Invoice #1312-65	2,794.50
201402	BELLOMY RESEARCH INC	140116	-Business Office Study Invoice #1401-16	2,794.50
201403	BELLOMY RESEARCH INC	140236	-Business Office market research study Invoice #1402-36	2,794.50
201404	BELLOMY RESEARCH INC	140335	-Business Office Study Invoice #1403-35	2,794.50
201404	BELLOMY RESEARCH INC	140431	-Business Office Study Invoice 1404-31	2,794.50
201311	BELLOMY RESEARCH INC	131054	-Field Services Study Invoice #1310-54	2,787.50
201311	BELLOMY RESEARCH INC	131053	-Business Office Study Invoice #1310-53	2,587.50
201406	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES	145213	-Online Panel Recruitment Mailing Invoice #145213	21,897.45
201403	CHARTWELL INC	29791	-Chartwell Market Research Services Invoice #29791	5,802.84
201311	ECW Spreadsheet A 5017 30466735	J108-0110-1113 Adjustment USD	KCCS Amortization	19,207.51
201410	ECW Spreadsheet A 5017 33021013	J701-0020-1014 Adjustment USD	WESP Eval (20); ASHFault (25); GridED (50); UAV (20); Fleetwide (2.5); Gric	55,250.00
201403	EJZ Spreadsheet A 27546 31328179	J108-0110-0314 Adjustment USD	KCCS Amortization	19,207.51
201403	EJZ Spreadsheet A 27546 31328179	J108-0110-0314 Adjustment USD	CMRG Amortization	8,536.67
201404	EJZ Spreadsheet A 27546 31598679	J108-0110-0414 Adjustment USD	KCCS Amortization	19,207.51
201404	EJZ Spreadsheet A 27546 31598679	J108-0110-0414 Adjustment USD	CMRG Amortization	8,536.67
201405	EJZ Spreadsheet A 27546 31839344	J108-0110-0514 Adjustment USD	KCCS Amortization	19,207.51
201405	EJZ Spreadsheet A 27546 31839344	J108-0110-0514 Adjustment USD	CMRG Amortization	8,536.67
201406	EJZ Spreadsheet A 27546 32051199	J108-0110-0614 Adjustment USD	KCCS Amortization	19,207.51
201406	EJZ Spreadsheet A 27546 32051199	J108-0110-0614 Adjustment USD	CMRG Amortization	8,536.67
201407	EJZ Spreadsheet A 27546 32293096	J108-0110-0714 Adjustment USD	KCCS Amortization	19,207.51
201407	EJZ Spreadsheet A 27546 32293096	J108-0110-0714 Adjustment USD	CMRG Amortization	8,536.67
201402	EPRI	90004310	-APPROVED INVOICE # 90004310 - 2014 ANNUAL PORTFOLIO INVOICE	192,089.20
201311	EPRI	90003829	-Invoice # 90003829: Concentrating Photovoltaics Collaborative Testing at	45,750.00
201312	EPRI	90003833	-Invoice# 90003833 - Life Cycle Analysis	30,500.00
201312	EPRI	90003834	-Invoice # 90003834 - Electrification to Enhance Productivity in Commerci	30,500.00
201401	EPRI	90004009	-APPROVED INVOICE # 90004009 - PV ORIENTATION, TRACKING AND AGII	30,500.00
201312	EPRI	90003835	-Invoice # 90003835 - Flat Plate Photovoltaic Collaborative Testing at Sola	22,875.00
201409	EPRI	90007381	-INVOICE # 90007381 - STEAM PATH COPPER TRANSPORT MITIGATION	19,800.00
201408	EPRI	90007018	-INVOICE # 90007018 - POND CLOSURE RESEARCH PHASE II	16,500.00
201409	EPRI	90007387	-INVOICE # 90007387 - CYBER SECURITY SOLUTIONS FOR INSTRUMENTAT	16,500.00
201401	EPRI	90004000	-APPROVED INVOICE #90004000 - NERC CIP TOOLS AND SOLUTIONS	15,250.00
201402	EPRI	90005175	-APPROVED INVOICE # 90005175 - ASHPHALT: USE OF FLY ASH IN ASPHAL	15,250.00
201312	EPRI	90003865	-APPROVED INVOICE # 90003865 - SECURE REMOTE SUBSTATION ACCESS	10,675.00
201401	EPRI	90004344	-APPROVED INVOICE #90004344 - 3679-CF SUNBURST NETWORK	10,370.00
201404	EPRI	90006135	-APPROVED INVOICE # 90006135 - EDUCATING POWER ENGINEERS FOR A	7,625.00
201407	EPRI	90006658	-Weld Repair of Grade 91 Piping & Components - Technology Transfer	6,600.00
201401	EPRI	90004001	-APPROVED INVOICE 90004001 - APPLICATION GUIDES, SOFTWARE TOOL	6,100.00
201401	EPRI	90003987	-APPROVED INVOICE # 90003987 - FOSSIL GENERATION CYBER SECURITY'	3,660.00
201404	GEORGIA TECH RESEARCH CORPORATION	GCRA595CC	-APPROVED INVOICE # GC/ RA595-CC, NEETRAC MEMBERSHIP - RENEWAI	28,670.00
201401	KMJ Spreadsheet A 27535 30900047	J108-0110-0114 Adjustment USD	KCCS Amortization	19,207.51
201401	KMJ Spreadsheet A 27535 30900047	J108-0110-0114 Adjustment USD	CMRG Amortization	8,536.67
201402	KMJ Spreadsheet A 27535 31086793	J108-0110-0214 Adjustment USD	KCCS Amortization	19,207.51
201402	KMJ Spreadsheet A 27535 31086793	J108-0110-0214 Adjustment USD	CMRG Amortization	8,536.67
201408	KMJ Spreadsheet A 27535 32507336	J108-0110-0814 Adjustment USD	CMRG Amortization	8,536.67
201409	KMJ Spreadsheet A 27535 32758366	J108-0110-0914 Adjustment USD	CMRG Amortization	8,536.67
201410	KMJ Spreadsheet A 27535 32944494	J108-0110-1014 Adjustment USD	CMRG Amortization	8,536.67
201407	Labor-Costs, 022065	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period e	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period endi	4,370.63
201407	Labor-Costs, 022065	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period e	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period endi	3,260.40
201408	Labor-Costs, 022065	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period e	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period endi	1,811.33

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201404	Labor-Costs, 022110	Labor-Transfer from Org: 022070 via ALL-021: 0110-67.08%: Pay peric	Labor-Transfer from Org: 022070 via ALL-021: 0110-67.08%: Pay period ei	1,035.71
201405	Labor-Costs, 022110	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period endi	1,019.04
201407	Labor-Costs, 022110	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period endi	1,019.04
201408	Labor-Costs, 022110	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period endi	1,019.04
201406	Labor-Costs, 022110	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period endi	1,019.03
201407	Labor-Costs, 022110	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period endi	955.35
201311	Labor-Costs, 022110	Journal Import Projects 30417832:	Journal Import Projects 30417832:	940.00
201312	Labor-Costs, 022110	Journal Import Projects 30616741:	Journal Import Projects 30616741:	940.00
201404	Labor-Costs, 022110	Labor-Transfer from Org: 022070 via ALL-021: 0110-67.08%: Pay peric	Labor-Transfer from Org: 022070 via ALL-021: 0110-67.08%: Pay period ei	919.20
201407	Labor-Costs, 022110	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period endi	917.13
201311	Labor-Costs, 022110	Journal Import Projects 30370884:	Journal Import Projects 30370884:	564.00
201406	Labor-Costs, 022110	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period endi	509.52
201408	Labor-Costs, 022110	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period endi	509.52
201312	MPE Spreadsheet A 27534 30692633	J061-0110-1213 Adjustment USD	EPRI-Amortization	85,906.12
201403	MPE Spreadsheet A 27534 31333915	J061-0110-0314 Adjustment USD	EPRI-Amortization	96,044.60
201404	MPE Spreadsheet A 27534 31622693	J061-0110-0414 Adjustment USD	EPRI-Amortization	96,044.60
201405	MPE Spreadsheet A 27534 31861096	J061-0110-0514 Adjustment USD	EPRI-Amortization	96,044.60
201407	MPE Spreadsheet A 27534 32320249	J061-0110-0714 Adjustment USD	EPRI-Amortization	96,044.60
201408	MPE Spreadsheet A 27534 32546407	J061-0110-0814 Adjustment USD	EPRI-Amortization	96,044.60
201409	MPE Spreadsheet A 27534 32778061	J061-0110-0914 Adjustment USD	EPRI-Amortization	96,044.60
201410	MPE Spreadsheet A 27534 33030664	J061-0110-1014 Adjustment USD	EPRI-Amortization	96,044.60
201410	NALCO COMPANY	85886248	-Provide 12 month analytical testing at KU and LG&E plants on specified v	2,856.83
201402	NALCO COMPANY	85788130	-Provide 12 month analytical testing at KU and LG&E plants on specified v	2,795.83
201402	NALCO COMPANY	85794734	-Provide 12 month analytical testing at KU and LG&E plants on specified v	2,795.83
201403	NALCO COMPANY	85809251	-Provide 12 month analytical testing at KU and LG&E plants on specified v	2,795.83
201404	NALCO COMPANY	85821782	-Provide 12 month analytical testing at KU and LG&E plants on specified v	2,795.83
201405	NALCO COMPANY	85834560	-Provide 12 month analytical testing at KU and LG&E plants on specified v	2,795.83
201407	NALCO COMPANY	85849425	-Provide 12 month analytical testing at KU and LG&E plants on specified v	2,795.83
201407	NALCO COMPANY	85860157	-Provide 12 month analytical testing at KU and LG&E plants on specified v	2,795.83
201409	NALCO COMPANY	85872435	-Provide 12 month analytical testing at KU and LG&E plants on specified v	2,795.83
201409	RONALD DOADES AND COMPANY	INV1	-LINK - ANNUAL PARTICIPATION IN RESEARCH & TECHNOLOGY MANAGEN	9,570.00
201311	SMK Spreadsheet A 27229 30323301	J108-0110-1113 Adjustment USD	CMRG Amortization	8,536.67
201312	SMK Spreadsheet A 27229 30599177	J108-0110-1213 Adjustment USD	KCCS Amortization	19,207.51
201312	SMK Spreadsheet A 27229 30599177	J108-0110-1213 Adjustment USD	CMRG Amortization	8,536.67
201311	SNW Spreadsheet A 27138 30475019	J061-0110-1113 Adjustment USD	EPRI-Amortization	85,906.19
201406	SNW Spreadsheet A 27138 32073602	J061-0110-0614 Adjustment USD	EPRI-Amortization	96,044.60
201312	TAB Spreadsheet A 8386 30701918	J204-0020-1213 Other USD	Correct Servco Holiday burden	709.48
201312	TAB Spreadsheet A 8386 30701919	J204-0020-1213 Other USD	Correct Servco Other Offduty burden	554.46
201312	TAB Spreadsheet A 8386 30701920	J204-0020-1213 Other USD	Correct Servco Sick Burden	622.37
201312	TAB Spreadsheet A 8386 30701921	J204-0020-1213 Other USD	Correct Servco TIA burden	4,859.04
201312	TAB Spreadsheet A 8386 30701922	J204-0020-1213 Other USD	Correct Servco Vacation Burden	2,588.07
201312	TAB Spreadsheet A 8386 30706696	J225-0020-1213 Other USD	Reverse Holiday	(823.17)
201312	TAB Spreadsheet A 8386 30706697	J225-0020-1213 Other USD	Reverse Off-Duty	(259.34)
201312	TAB Spreadsheet A 8386 30706698	J225-0020-1213 Other USD	Reverse Sick	(452.64)
201312	TAB Spreadsheet A 8386 30706699	J225-0020-1213 Other USD	Reverse TIA	(3,210.69)
201312	TAB Spreadsheet A 8386 30706700	J225-0020-1213 Other USD	Reverse Vacation	(1,725.30)
201401	TAB Spreadsheet A 8386 30706701	J225-0020-1213 Other USD	Journal Import Projects 30770982:	3,794.67
201401	UNIVERSITY OF LOUISVILLE	201403	-ANNUAL MEMBER DUES 2014	12,500.00
201403	UNIVERSITY OF TEXAS AT AUSTIN, THE	069020514	-APPROVED INVOICE # 069-020514, 2/5/2014 - TEXAS CARBON MANAGEI	45,750.00
201408	Vehicle Costs TRMS Allocation A 201408020807 32299642	Company 0110 Vehicle Costs TRMS Allocation USD	Labor-Transfer from Org: 022070 via ALL-021: 0110-66%: Pay period endi	3,851.18

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201311	VISION CRITICAL COMMUNICATIONS US INC	12234	-Online Panel Invoice #12234	10,650.69
201402	VISION CRITICAL COMMUNICATIONS US INC	13391	-Online Panel Invoice #13391	10,650.69
Various	Miscellaneous	Various	Various under \$500	<u>2,698.56</u>
Total Market Research and Consulting Expense				2,270,950.23

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total
201407	CMJ Spreadsheet A 5725 32294553	J100-0110-0714 Adjustment USD	RECLASS NON BILLABLE IBEW CHARGES	1,813.12
201408	CMJ Spreadsheet A 5725 32552751	J100-0110-0814 Adjustment USD	RECLASS NON BILLABLE IBEW CHARGES	981.90
201408	KENTUCKY STATE TREASURER	530614	-WATER USE FEES QTR END 06/2014	17,792.17
201402	KENTUCKY STATE TREASURER	531213	-WATER USE FEES	17,998.87
201311	KENTUCKY STATE TREASURER	530913	-WATER USE FEES	18,893.05
201405	KENTUCKY STATE TREASURER	530314	-WATER USE FEES	21,822.43
201403	PCM SALES INC	10077913-00	-HP 14IN LAPTOP E840G1U54300UQN180NINC04Ye US (For Rebecca Jon	588.48
201408	THREE E COMPANY	3EU0054832	-Payment of Invoice 3EI--54932 (\$49,875.00) to Three E Company	528.68
201312	US BANK NATIONAL ASSOCIATION ND	29-JUL-2013 08:07 SERV	-COD - PFG*PROFORMA #418396	534.06
201401	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-FREE ENTERPRISE SYSTEM #655151	666.55
201312	US BANK NATIONAL ASSOCIATION ND	27-JUN-2013 10:06 SERV	-COD-PFG*PROFORMA #418396	737.50
201408	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-PFG*PROFORMA #418396	780.84
201410	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-AMSTERDAM PRNT & LITHO #418396	781.79
201404	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-HUMAN CAPITAL INSTITUTE #419576	848.35
201403	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-ERE MEDIA INC #419576	898.40
201405	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-PFG*PROFORMA #418396	1,882.73
201404	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-PFG*PROFORMA #418388	2,772.27
Various	Miscellaneous	Various	Various under \$500	<u>2,974.41</u>
Total Miscellaneous				93,295.60

Kentucky Utilities		
Case No. 2014-00371		
Analysis of Account No. 426 - Other Income Deductions For the 12 Months Ended October 31, 2014		
Line No.	Item (a)	Amount (b)
1.	Donations	\$ 1,532,143
2.	Expenditures for certain Civic, Political and	1,255,177
3.	Other Deductions (1)	(483,974)
4.	Total	\$ 2,303,346

Note: Information presented above is on a total company basis. Since account 426 is not included in the ratemaking process a jurisdictional breakdown is not provided.

(1) Other Deductions includes life insurance expense amortization.

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
Nov-13	SALVATION ARMY	SALVAT111313	-ANGEL TREE SPONSOR	500.00
Nov-13	GILDAS CLUB LOUISVILLE	GILDAS112113	-BREAST CANCER AWARENESS	1,000.00
Nov-13	JUNIOR LEAGUE OF LEXINGTON	4647	-HORSE SHOW	1,000.00
Nov-13	COMMERCE LEXINGTON	77550	-REGIONAL TOUR	2,500.00
Nov-13	KENTUCKY HORSE PARK FNDTN	KENTUC110113	-2013 SOUTHERN LIGHTS	5,000.00
Nov-13	CARROLL COUNTY TRAINING CONSORTIUM	CARROL111113	-SCHOLARSHIP FUND	10,000.00
Nov-13	WINTER CARE ENERGY FUND	WINTER111113	-WINTER CARE MATCH	10,007.14
Dec-13	NORTON LIONS CLUB	NORTON121913	-BIG HEART CHRISTMAS PROJECT	500.00
Dec-13	BELL COUNTY HIGH SCHOOL	BELLCO120413	-ANGEL TREE	500.00
Dec-13	EASTERN KENTUCKY UNIVERSITY	EASTER122013	-EDUCATION FORUM	510.00
Dec-13	NORTH LEXINGTON FAMILY YMCA	NORTHL122013	-2013 ANNUAL GIVING CAMPAIGN	1,000.00
Dec-13	FRIENDS OF MCCONNELL SPRINGS	FRIEND122013	-BUR OAK SPONSOR	1,000.00
Dec-13	LEE COUNTY RESCUE SQUAD INC	LEECOU121313	-RESQUE SQUAD	2,000.00
Dec-13	HARLAN 2020	HARLAN121313	-COAL KEEPS THE LIGHTS ON-PROJECT	2,500.00
Dec-13	KENTUCKIANA HEALTH COLLABORATIVE	KENTUC121913	-GOLD MEMBER DONATION	2,619.00
Dec-13	DISCOVER DOWNTOWN LAGRANGE	DISCOV123013	-ANNUAL LIGHT UP LAGRANGE	3,000.00
Dec-13	CITY OF CAVE CITY RECREATION FUND	CITYOF122013	-RECREATION FUND	5,000.00
Dec-13	COMMUNITY ACTION COUNCIL	COMMUN120613	-CAC WINERBLITZ	5,206.00
Dec-13	WINTER CARE ENERGY FUND	WINTER121112	-MATCH	8,463.46
Dec-13	JUNIOR ACHIEVEMENT OF THE BLUEGRASS	JUNIOR121013	-CAPSTONE CAMPAIGN-1ST INSTALLMENT	50,000.00
Jan-14	ONE TIME VENDOR	LEMONS MILL ELE SCHOOL PTA	-CHAMPIONS 5K	500.00
Jan-14	CLINCH RIVER DAYS FESTIVAL	CLINCH012214	-FESTIVAL SPONSOR	500.00
Jan-14	SCOTT COUNTY HIGH SCHOOL	SCOTTC012414	-SPONSOR	500.00
Jan-14	AMERICAN RED CROSS	AMERIC012214	-RUN FOR THE RED	500.00
Jan-14	COMMERCE LEXINGTON	76757	-2013-2014 BRONZE SPONSOR	585.90
Jan-14	THE LIVING ARTS AND SCIENCE CTR	THELIV010814	-H'ARTFUL OF FUN	600.00
Jan-14	LINCOLN HERITAGE COUNCIL	LINCOL012214	-CLAYS CLASSIC SPONSOR	750.00
Jan-14	UTILITY ECONOMIC DEVELOPMENT ASSOCIATION	23225	-CONTRIBUTION	1,000.00
Jan-14	FLORENCE CRITTENTON HOME	0001	-DONATION	1,000.00
Jan-14	LEXINGTON HABITAT FOR HUMANITY	LEXING012814	-SHAMROCK SHUFFLE	1,000.00
Jan-14	LOUISVILLE CENTRAL COMMUNITY CENTERS	LOUISV012114	-SPONSOR MEETING	1,251.25
Jan-14	LONDON LAUREL COUNTY	7409	-WORLD CLASS CHAMBER SPONSOR	2,500.00
Jan-14	CARDINAL HILL FOUNDATION	CARDIN012814	-TELETHON SPONSOR	5,000.00
Jan-14	KENTUCKY CHAMBER FOUNDATION	62455	-LEADERSHIP INSTITUTE	5,042.70
Jan-14	LEXINGTON HABITAT FOR HUMANITY	LEXING011714	-ENERGY STAR 3.0	12,000.00
Jan-14	WINTER CARE ENERGY FUND	WINTER011314	-WINTER CARE MATCH	18,897.76
Jan-14	RAD-JHB Spreadsheet A 10277 30897756	J551-0110-0114 Adjustment USD	Home Enegy Assist	307,500.00
Feb-14	LIVERMORE ENHANCEMENT FOUNDATION INC	LIVERM020414	-CONTRIBUTION AND SPONSORSHIP	500.00
Feb-14	CENTRE COLLEGE	CENTRE020514	-COLLEGE MEN'S LACROSSE TEAM - WILD TURKEY SHOOT	500.00
Feb-14	BLUEGRASS TOMORROW INC	BLUEGR021714	-25TH ANNUAL MEETING	750.00
Feb-14	NEWS ENTERPRISE	NEWSEN013014	-DISCOVER HARDIN COUNTY	869.50
Feb-14	CITY OF EARLINGTON	CITYOF020514	-OCTOBERFEST 2014	1,000.00
Feb-14	YMCA OF GREATER LOUISVILLE INC	YMCAOF021214	-2014 ANNUAL GIVING CAMPAIGN	1,000.00
Feb-14	GATEWAY REGIONAL ARTS CENTER	GATEWA012814	-SPONSOR OF SEASON	1,200.00
Feb-14	COMMONWEALTH FUND FOR KET	EEE140601004	-KET SUMMER CELEBRATION	1,250.00
Feb-14	DIVINE PROVIDENCE INC	DIVINE021214	-COLD WEATHER	2,500.00
Feb-14	AMERICAN HEART ASSOCIATION	AMERIC021314	-KY HEART BALL	2,500.00
Feb-14	PRICHARD COMMITTEE FOR ACADEMIC EXCELLENCE	696	-GENERAL OPERATING GRANT	2,500.00
Feb-14	AMERICAN HEART ASSOCIATION	AMERIC021314	-KY HEART BALL	2,500.00
Feb-14	DOLLAR ENERGY FUND INC	DOLLAR013114	-CONTRIBUTION	2,861.68
Feb-14	KENTUCKY HIGH SCHOOL BASKETBALL	KENTUC020514	-BASKETBALL HALL OF FAME	5,000.00
Feb-14	JUNIOR ACHIEVEMENT OF THE BLUEGRASS	JUNIOR021914	-HALL OF FAME SILVER SPONSOR	5,000.00

Feb-14 LEXINGTON PHILHARMONIC SOCIETY	LEXING022014	-MUSIC EDUCATION PROGRAM	5,000.00
Feb-14 HARLAN CO COMMUNITY ACTION AGENCY	HARLAN022414	-COLD WEATHER	5,000.00
Feb-14 DOLLAR ENERGY FUND INC	DOLLAR021214	-COLD WEATHER	5,000.00
Feb-14 CAMPBELLSVILLE UNIVERSITY	CAMPBE021414	-PLANT FOR THE PLANET	5,000.00
Feb-14 HOPE CENTER INC	HOPECE021214	-COLD WEATHER	5,000.00
Feb-14 THE SALVATION ARMY	SALVAT021214	-COLD WEATHER	5,000.00
Feb-14 JUNIOR ACHIEVEMENT OF THE BLUEGRASS	JUNIOR021214	-FINANCIAL LITERACY SPONSOR	5,000.00
Feb-14 COMMERCE LEXINGTON	77719	-LEADERSHIP EXPEDITION CO-SPONSORSHIP	6,000.00
Feb-14 KY ASSOC FOR ECONOMIC DEVELOPMENT	24134	-2014 WINTER/SUMMER FORUM	7,500.00
Feb-14 CENTER FOR WOMEN CHILDREN & FAMILIES	656	-NUTRITION & WELLNESS PROGRAM	10,000.00
Feb-14 WINTER CARE ENERGY FUND	WINTER022414	-WINTER HELP	14,474.98
Feb-14 WINTER CARE ENERGY FUND	WINTER021214	-COLD WEATHER	20,000.00
Mar-14 BELL COUNTY HIGH SCHOOL	BELLCO032614	-CONTRIBUTION	500.00
Mar-14 TELFORD COMMUNITY CENTER YMCA	TELFOR031814	-SWIM SEASON	500.00
Mar-14 AMERICAN CANCER SOCIETY INC	AMERIC031114	-CONTRIBUTION	500.00
Mar-14 ANDERSON COUNTY LITTLE LEAGUE INC	ANDERS031114	-CONTRIBUTION	500.00
Mar-14 CARROLL CO HIGH SCHOOL	CARROL030314	-BANNER	500.00
Mar-14 CITY OF FRANKFORT	CITYOF022614	-REFOREST FRANKFORT	500.00
Mar-14 VOLUNTEER AND INFORMATION CENTER INC	986	-CONTRIBUTION	500.00
Mar-14 LEADERSHIP KENTUCKY FOUNDATION INC	LEADER022714	-MEMBER CONTRIBUTION	560.00
Mar-14 WISE COUNTY SHERIFFS OFFICE	WISECO031414	-PUBLICATION	699.00
Mar-14 CHAMBER OF COMMERCE BELL CO	4730	-ANNUAL DINNER	700.00
Mar-14 CITY OF CUMBERLAND	CITYOF030314	-BLACK BEAR FESTIVAL	1,000.00
Mar-14 YMCA OF GREATER LOUISVILLE INC	YMCAOF022414	-CONTRIBUTION	1,000.00
Mar-14 OLDHAM COUNTY CHAMBER OF	OLDHAM022414	-CONTRIBUTION	1,000.00
Mar-14 BLUEGRASS SPORTS COMMISSION	BLUEGR022414	-CONTRIBUTION	1,000.00
Mar-14 UNIVERSITY OF LOUISVILLE	SI402	-CONFERENCE SPONSOR	1,309.50
Mar-14 COMMERCE LEXINGTON	COMMER031414	-CONTRIBUTION	1,500.00
Mar-14 SOUTH LEXINGTON YOUTH BASEBALL	SOUTHL031814	-CONTRIBUTION	1,500.00
Mar-14 THE LEXINGTON DREAM FACTORY INC	thelex032014	-contribution	1,500.00
Mar-14 VISUALLY IMPAIRED PRESCHOOLERS	VIPYUM031314	-CONTRIBUTION	1,800.00
Mar-14 ADVOCATE CENTER INC	ADVOCA022814	-CONTRIBUTION	2,000.00
Mar-14 APPALACHIAN COMMUNITY ACTION	APPALA022414	-CONTRIBUTION	2,000.00
MIDDLE KENTUCKY COMMUNITY ACTION			
Mar-14 PARTNERSHIP	MIDDLE022414	-COLD WEATHER	2,500.00
Mar-14 COMMUNITY ACTION OF SOUTHERN KY INC	COMMUN022414	-COLD WEATHER	2,500.00
Mar-14 WESTERN KENTUCKY ALLIED SERVCIES	WESTER022414	-COLD WEATHER	2,500.00
Mar-14 LIGHTHOUSE MINISTRIES INC	LIGHTH022414	-COLD WEATHER	2,500.00
Mar-14 LOUISVILLE URBAN LEAGUE	LOUISV032114	-CONTRIBUTION	2,619.00
Mar-14 APPALACHIAN COMMUNITY ACTION	APPALA022414	-CONTRIBUTION	3,000.00
Mar-14 ADVOCATE CENTER INC	ADVOCA022814	-CONTRIBUTION	3,000.00
Mar-14 THE NATURE CONSERVANCY	THENAT031414	-CLEAN THE GREEN PROGRAM	4,000.00
Mar-14 CARROLL CO HIGH SCHOOL	CARROL031114	-BASEBALL FIELD	4,435.39
Mar-14 TRIMBLE COUNTY APPLE FESTIVAL	LGE2014	-APPLE FESTIVAL	5,000.00
Mar-14 BLUEGRASS TOMORROW INC	BLUE032414	-CONTRIBUTION	5,000.00
Mar-14 DANIEL BOONE COMMUNITY ACTION AGENCY	DANIEL032414	-CONTRIBUTION	5,000.00
Mar-14 BELL WHITLEY COMMUNITY ACTION AGENCY	BELLWHI032414	-CONTRIBUTION	5,000.00
Mar-14 FIRST CHRISTIAN CHURCH (DAPS)	FIRSTC031114	-DAPS DONATION	5,000.00
Mar-14 BLUEGRASS COMMUNITY ACTION PARTNERSHIP	BLUEGR022414	-COLD WEATHER	5,000.00
LICKING VALLEY COMMUNITY ACTION PROGRAM			
Mar-14 INC	LICKIN022414	-COLD WEATHER	5,000.00
CENTRAL KENTUCKY COMMUNITY ACTION			
Mar-14 COUNCIL INC	CENTRA022414	-COLD WEATHER	5,000.00
Mar-14 GATEWAY COMMUNITY ACTION AGENCY	GATEWA022414	-COLD WEATHER	5,000.00
Mar-14 KCEOC COMMUNITY ACTION PARTNERSHIP	KCEOCC022414	-COLD WEATHER	5,000.00

Mar-14	NORTHERN KENTUCKY COMMUNITY ACTION COMMISSION	NORTHE022414	-COLD WEATHER	5,000.00
Mar-14	KENTUCKY RIVER FOOTHILLS DEVELOPMENT COUNCIL INC	KENTUC022414	-COLD WEATHER	5,000.00
Mar-14	LAKE CUMBERLAND COMMUNITY ACTION AGENCY INC	LAKECU022414	-COLD WEATHER	5,000.00
Mar-14	AUDUBON AREA COMMUNITY SERVICES	AUDUBO022414	-COLD WEATHER	5,000.00
Mar-14	PENNYRILE ALLIED COMMUNITY SERVICES INC	PENNYR022414	-COLD WEATHER	5,000.00
Mar-14	MULTI PURPOSE COMMUNITY ACTION AGENCY INC	MULTIP022414	-COLD WEATHER	5,000.00
Mar-14	TRI COUNTY COMMUNITY ACTION AGENCY INC	TRICOU022414	-COLD WEATHER	5,000.00
Mar-14	KY ASSOC FOR ECONOMIC DEVELOPMENT	24441	-FAM TOUR	5,000.00
Mar-14	MOUNTAIN EMPIRE OLDER CITIZENS INC	MOUNTA021714	-CONTRIBUTION	5,000.00
Mar-14	MOUNTAIN EMPIRE OLDER CITIZENS INC	MOUNTA021714	-CONTRIBUTION	5,000.00
Mar-14	LEADERSHIP KENTUCKY FOUNDATION INC	LEADER022814	-CONTRIBUTION	5,600.00
Mar-14	COMMERCE LEXINGTON	76766	-CONTRIBUTION	7,500.00
Mar-14	COMMUNITY ACTION COUNCIL	COMMUN022414	-CONTRIBUTION	7,500.00
Mar-14	CAMPBELLSVILLE UNIVERSITY	CAMPBE031914	-SCIENCE FIELD DAY SERIES	10,000.00
Mar-14	WINTER CARE ENERGY FUND	WINTER031914	-WINTERCARE MATCH	13,982.54
Mar-14	KENTUCKY MOUNTAIN LAUREL FESTIVAL	KENTUC032414	-CONTRIBUTION	20,000.00
Mar-14	URBAN LEAGUE OF LEX FAYETTE COUNTY	URBANL022814	-EMPOWERMENT DONATION	40,000.00
Apr-14	KENTUCKY WORLD TRADE CENTER	0000143IN	-CONTRIBUTION	500.00
Apr-14	MADISON CENTRAL HIGH SCHOOL	MCHSBA041114	-CONTRIBUTION	500.00
Apr-14	THE JUNIOR BOBCATS	THE JUNIOR BOBCATS	-CONTRIBUTION	500.00
Apr-14	ATA	ATA040814	-CONTRIBUTION	500.00
Apr-14	CITIZEN POLICE ACADEMY ALUMNI ASSOCIATION	CITIZE032614	-CONTRIBUTION	500.00
Apr-14	ART IN THE PARK	ART IN THE PARK	-CONTRIBUTION	500.00
Apr-14	AMERICAN CANCER SOCIETY INC	TALOR032614	-CONTRIBUTION	500.00
Apr-14	HERITAGE HOSPICE INC	HERITAGE HOSPICE BLUE JEAN BALL	-CONTRIBUTION	500.00
Apr-14	FORT KNOX AMERICAN RED CROSS	FORT KNOX AMERICAN RED CROSS	-CONTRIBUTION	500.00
Apr-14	EDISON ELECTRIC INSTITUTE	EDISON040114	-CONTRIBUTION	504.60
Apr-14	CARROLL COUNTY PARKS AND RECREATION DEPARTMENT	CARROLL COUNTY PARKS AND RECREATION DEPARTMENT	-CONTRIBUTION	550.00
Apr-14	CHAMBER OF COMMERCE CARROLL CO	1017	-CONTRIBUTION	575.00
Apr-14	ONE SOUTHERN INDIANA INC	25553	-CONTRIBUTION	756.90
Apr-14	LEXINGTON JUNIOR LEAGUE HORSE SHOW	4882	-CONTRIBUTION	1,000.00
Apr-14	ELIZABETHTOWN HERITAGE COUNCIL	ELIZABETHTOWN HERITAGE COUNCIL	-CONTRIBUTION	1,000.00
Apr-14	BOY SCOUTS OF AMERICA	BOYSCO40114	-CONTRIBUTION	1,000.00
Apr-14	THE AVIATION MUSEUM OF KENTUCKY	THE AVIATION MUSEUM OF KENTUCKY	-CONTRIBUTION	1,000.00
Apr-14	BEATTYVILLE TOURISM & ECONOMIC DEVELOPMENT	BEATTYVILLE TOURISM & ECONOMIC DEVELOPMENT	-CONTRIBUTION	1,000.00
Apr-14	FLAGET MEMORIAL HOSPITAL FOUNDATION	FLAGET MEMORIAL HOSPITAL FOUNDATION	-CONTRIBUTION	1,000.00
Apr-14	AMERICAN CANCER SOCIETY INC	AMERIC040114	-CONTRIBUTION	1,000.00
Apr-14	THE NEST CENTER FOR WOMEN	THE NEST CENTER FOR WOMEN	-CONTRIBUTION	1,000.00
Apr-14	CARROLLTON MAIN STREET PROGRAM INC	CARROLLTON MAIN STREET PROGRAM INC	-CONTRIBUTION	1,000.00
Apr-14	CYSTIC FIBROSIS FNDTN	CYSTIC041514	-CONTRIBUTION	1,500.00
Apr-14	LIFE ADVENTURE CENTER OF	LIFEAD040114	-CONTRIBUTION	1,500.00
Apr-14	GREATER LOUISVILLE SPORTS COMMISSION	LOUISV042114	-CONTRIBUTION	1,630.50
Apr-14	LINCOLN HERITAGE COUNCIL	linco032714	-CONTRIBUTION	1,750.00
Apr-14	BIKES WITH WINGS INC	BIKESW032614	-CONTRIBUTION	2,000.00
Apr-14	MOUNTAIN EMPIRE OLDER CITIZENS INC	MOUNTA040114	-CONTRIBUTION	2,000.00
Apr-14	COOPERATIVE CHRISTIAN MINISTRY	COOPER041114	-CONTRIBUTION	2,500.00
Apr-14	BIG BROTHERS BIG SISTERS	BIGBRO040114	-CONTRIBUTION	2,500.00
Apr-14	COMMERCE LEXINGTON	COMMER031414A	-CONTRIBUTION	2,500.00

Apr-14 COOPERATIVE CHRISTIAN MINISTRY	COOPER04114	-CONTRIBUTION	3,000.00
Apr-14 CITY OF MT STERLING	CITYOF040714	-CONTRIBUTION	3,000.00
Apr-14 COMMUNITY ACTION KENTUCKY	COMMUN0411414	-CONTRIBUTION	5,000.00
Apr-14 BLUEGRASS TOMORROW INC	BLUEGR041114	-CONTRIBUTION	5,000.00
Apr-14 MASTER MUSICIANS FESTIVAL	MASTER041114	-CONTRIBUTION	5,000.00
Apr-14 HENDERSON MUSIC PRESERVATION SOCIETY INC	HENDER040114	-CONTRIBUTION	9,000.00
Apr-14 WINTER CARE ENERGY FUND	WINTER041114	-CONTRIBUTION	10,662.50
Apr-14 CODE FOR AMERICA LABS INC	255	-CONTRIBUTION	20,000.00
Apr-14 HERRINGTON LAKE CONSERVATION LEAGUE	HERRIN041014	-CONTRIBUTION	25,000.00
Apr-14 KENTUCKY ASSOC OF MANUFACTURERS	2756208	-CONTRIBUTION	25,000.00
Apr-14 KENTUCKY STATE UNIVERSITY	KENTUC041614	-CONTRIBUTION	100,000.00
May-14 PINEVILLE HIGH SCHOOL	PINEVI052014	-GIRLS BASKETBALL CAMP	500.00
May-14 AMERICAN CANCER SOCIETY INC	AMERIC051814	-RELAY FOR LIFE CARROLL COUNTY	500.00
May-14 JOHN I BURTON HIGH SCHOOL	JOHN I BURTON HIGH SCHOOL 052014	-GOLF TOURNMENT	500.00
May-14 PROGERIA RESEARCH FOUNDATION KY CHAPTER	PROGER050814	-CONTRIBUTION	500.00
May-14 CASA OF LEXINGTON	CASA OF LEXINGTON 2014	-CONTRIBUTION	500.00
May-14 UOFL IEEE STUDENT BRANCH	UOFL IEEE STUDENT BRANCH	-CONTRIBUTION	500.00
May-14 KENTUCKY LABOR MANAGEMENT CONF	KENTUC051614	-CONFERENCE SPONSOR	510.00
May-14 CASA	05122014	-BOURBON BY THE BRIDGE	530.00
May-14 TAYLOR COUNTY PUBLIC LIBRARY	TAYLOR052714	-READING PROGRAM	650.00
May-14 DOWNTOWN LEXINGTON CORP	LEXING050614	-CONTRIBUTION	750.00
May-14 POKE SALLET FESTIVAL	POKESA052714	-FESTIVAL GOLD SPONSOR	1,000.00
May-14 AMERICAN CANCER SOCIETY INC	021513A	-CONTRIBUTION	1,000.00
May-14 GIRL SCOUTS WILDERNESS ROAD COUNCIL	AWARD CEREMONY	-CONTRIBUTION	1,000.00
May-14 LOUISVILLE URBAN LEAGUE	29-MAY-2014 11:05 SERV	-GG *LOUISVILLE URBAN L #903619	1,060.00
May-14 KENTUCKY FORWARD LLC	KENTUC050614	-CONTRIBUTION	1,500.00
May-14 ARTS COMMISSION OF DANVILLE/BOYLE CO	3942	-CONTRIBUTION	2,500.00
May-14 FAMU FOUNDATION INC	29-MAY-2014 11:05 SERV	-FAMU FOUNDATION INC #903619	2,650.00
May-14 CITY OF ELIZABETHTOWN	CITYOF052814	-HEARTLAND FESTIVAL	3,000.00
May-14 OAK GROVE BAPTIST CHURCH	OAKGRO050614	-CONTRIBUTION	3,000.00
May-14 FOOD BANK OF WISE COUNTY INC	THEFOO050614	-CONTRIBUTION	3,000.00
May-14 FEEDING AMERICA FOOD PANTRY #A00107	FEEDIN050614	-CONTRIBUTION	3,000.00
May-14 WINTER CARE ENERGY FUND	WINTER052814	-WINTER CARE	3,792.10
May-14 CASEY COUNTY APPLE FESTIVAL	CASEYC051314	-FESTIVAL	5,000.00
May-14 KENTUCKY GOVERNOR'S MANSION	Projects A 2161830 31853412	KENTUCKY GOVERNOR'S MANSION	8,400.00
Jun-14 LEE COUNTY 4H CLUB	LEECOU061714	-SCHOLARSHIPS	500.00
Jun-14 DEVELOPMENT	KENTUC061914	-LUNCHEON SPONSOR	500.00
Jun-14 CAVALIER PHARMACY	CAVALIER PHARMACY	-BACKPACK SCHOOL SUPPLIES	500.00
Jun-14 HERRINGTON LITES	HERRIN061014	-FIREWORKS DISPLAY	500.00
Jun-14 WISE CO VA CHAMBER OF COMMERCE	WISECO052914	-BEST FRIEND FESTIVAL	500.00
Jun-14 KENTUCKY ASSOCIATION OF CHIEFS OF POLICE	KENTUC052914	-CONFERENCE SPONSOR	500.00
Jun-14 BOY SCOUTS OF AMERICA	1172334985	-CLAYS CLASSIC	750.00
Jun-14 HARDIN MEMORIAL HOSPITAL	HARDIN060914	-HEALTH RUN FOR FUN	750.00
Jun-14 DOLLAR ENERGY FUND INC	DOLLAR060914	-ENERGY FUND	788.45
Jun-14 KCTCS FOUNDATION INC	KCTCSF060914	-PRESIDENTS GALA	1,000.00
Jun-14 LEXINGTON SISTER CITIES COMMISSION	LEXING061014	-HOLE IN ONE FUNDRAISER	1,000.00
Jun-14 DOWNTOWN LEXINGTON CORP	DOWNT0060914	-FOURTH OF JULY CELEBRATION	1,000.00
Jun-14 DOLLAR ENERGY FUND INC	DOLLAR061713	-COD - MSB	(1,119.89)
Jun-14 DOLLAR ENERGY FUND INC	DOLLAR013114	-COD - MSB	(1,126.75)
Jun-14 LEXINGTON HABITAT FOR HUMANITY	PATSMI050614	-COD TO CORRECT SALES TAX ON CONTRIBUTION	1,250.00
Jun-14 APPALACHIA VOLUNTEER FIRE DEPT	APPALA040114	-COD TO CORRECT SALES TAX ON CONTRIBUTION	1,500.00
Jun-14 WOODFORD COUNTY THEATRE	WOODDF0061614	-2014-2015 THEATRE SEASON	2,000.00

Jun-14 PISGAH COMMUNITY HISTORIC ASSOCIATION	PISGAH052014	-PLANT FOR THE PLANET PROGRAM	2,500.00
Jun-14 KENTUCKY BOURBON FESTIVAL	KENTUC061614	-FESTIVAL SPONSOR	3,000.00
Jun-14 WINTER CARE ENERGY FUND	WINTER061614	-WINTER CARE MATCH	3,270.07
Jun-14 WOUNDED WARRIOR PROJECT INC	WOUNDE060514KU	-STRIKEOUTS FOR WARRIORS	4,900.00
Jun-14 THE TRIANGLE FOUNDATION	THETRI061014	-ANNAUL DONATION	5,000.00
Jun-14 THE LIVING ARTS AND SCIENCE CENTER INC	THELIV051314	-WOW PROGRAM	7,200.00
Jun-14 NATIONAL FFA FOUNDATION INC	0614591	-FFA CONVENTION	13,250.00
Jul-14 CHILD DEVELOPMENT CENTER OF THE BLUEGRASS	CHILD DEVELOPMENT CENTER	-TOUCH A TRUCK	500.00
Jul-14 POPS AT THE PARK	POPS AT THE PARK 2014	-PROGRAM-LOCAL MEDIAN	500.00
Jul-14 SCOTT COUNTY YOUTH BASEBALL LEAGUE	SCOTT COUNTY YOUTH BASEBALL LEAGUE	-BANNER FOR BALLPARK	500.00
Jul-14 JOHN HARDIN HIGH SCHOOL BAND BOOSTERS	JOHNHA071014	-GOLF SCRAMBLE	500.00
Jul-14 NORTH CAROLINA COAL INSTITUTE INC	NORTHCO72514	-SEMINOR SPONSOR	510.00
Jul-14 OLDHAM CHAMBER & ECONOMIC DEV	OLDHAM CHAMBER & ECONOMIC DEV	-GOLF SCRAMBLE	550.00
Jul-14 MASS PRODUCTION, INC	29-JUL-2014 13:07 SERV	-INT*MASS PRODUCTION, INC. #419873	560.00
Jul-14 BLUEGRASS COMMUNITY & TECHNICAL	BLUEGR062014	-MOONLIGHT MOVIE NIGHT	600.00
Jul-14 PFG PROFORMA	29-JUL-2014 10:07 KUTL	-PFG*PROFORMA #841645	742.64
COMMUNITY HEALTH CLINIC OF HARDIN & LARUE			
Jul-14 CO	COMMUN071114	-BENEFIT DINNER	750.00
Jul-14 KYNDLE	339	-4TH YR PARTNERSHIP	1,000.00
Jul-14 BLUEGRASS TOMORROW INC	BLUEGR071114	-RIVER BLAST 2014	1,000.00
Jul-14 REBUILD DOWNTOWN CLAY INC	REBUIL062014	-KIDS DAY	1,000.00
Jul-14 COMMUNITY ACTION COUNCIL	COMMUN070314	-SPLATTER DAY FESTIVAL	1,011.72
Jul-14 FEAT OF LOUISVILLE INC	FEATOF072514	-CREATE A STIR	1,250.00
Jul-14 LINCOLN DAYS CELEBRATION INC	LINCOL063014	-FESTIVAL	1,500.00
Jul-14 MUHLENBERG COUNTY BOARD OF EDUCATION	MUHLEN061314	-SPONSOR 2013-2014 SEASON	2,000.00
Jul-14 CITY OF CAVE CITY RECREATION FUND	CITYOF062414	-RECREATION FUND	5,000.00
Jul-14 B.U.L.L.D.	BUILD072214	-AFFORDABLE HOUSING	6,000.00
Jul-14 KY ASSOC FOR ECONOMIC DEVELOPMENT	24705	-PARTNERS INVESTMENT	6,250.00
Jul-14 LEXARTS	FFA14062014	-ARTS CAMPAIGN	7,500.00
Jul-14 COMMUNITY ACTION COUNCIL	09201401A	-LEXENDPOVERTY EVENT	12,500.00
BOYLE-MERCER COUNTY HELPING HANDS			
Aug-14 ASSOCIATION, INC	BOYLE-MERCER COUNTY	-SPONSOR	500.00
Aug-14 CHAMBER OF COMMERCE CRITTENDEN CO	CHAMBE081414	-PUMPKIN FESTIVAL	500.00
Aug-14 PINVILLE INDEPENDENT SCHOOL	PINVILLE INDEPENDENT SCHOOL	-LAUREL BOWL	500.00
Aug-14 BELL COUNTY CHAMBER OF COMMERCE	LEADERSHIP BELL COUNTY 2014	-VETERANS APPRECIATION DAY	500.00
Aug-14 LINCOLN TRAIL HOME BUILDERS ASSN	LINCOL080714	-PARADE OF HOMES	500.00
Aug-14 EPHRAIM MCDOWELL HEALTH CARE	EPHRAIM MCDOWELL HEALTH CARE	-LUMINOSITY GALA	500.00
Aug-14 MUHLENBERG CO HIGH SCHOOL	MUHLENBERG CO HIGH SCHOOL 080514	-ATHLETICS	500.00
Aug-14 JESSAMINE CO EDUCATION FOUNDATION	JESSAMINE CO EDUCATION FOUNDATION	-CONTRIBUTION	500.00
Aug-14 PENNSYLVANIA UNIVERSITY	TRANSY080714	-GOLF CLASSIC	550.00
Aug-14 THE LIVING ARTS AND SCIENCE CENTER INC	THELIV081514	-2015 H'ARTFUL OF FUN	600.00
Aug-14 THE LINCOLN MUSEUM INC	THELIN081314	-CIVIC ORCHESTRA	600.00
Aug-14 UNITED WAY OF THE BLUEGRASS	UNITED081314	-GOLF CLASSIC	600.00
Aug-14 LEXINGTON CPAAA	LEXING081514	-NCPAA CONFERENCE	750.00
Aug-14 GREATER LOUISVILLE SPORTS COMMISSION	J233-0100-0814 Adjustment USD	Award Banquet - 426.1	750.00
Aug-14 UOFL ATHLETICS	J233-0100-0814 Adjustment USD	Charitable Contribution s/b account 426.1	797.41
Aug-14 KENTUCKY STATE BBQ FESTIVAL LLC	KENTUC082614	-FESTIVAL SPONSOR	1,000.00
Aug-14 DAY SPRING FOUNDATION	DAYSPR081514	-GOLF CLASSIC	1,000.00
Aug-14 ST MARYS HEALTH WAGON INC	STMARY081514	-LEE COUNTY RAM	1,000.00
Aug-14 BLUEGRASS COMMUNITY ACTION PARTNERSHIP	BLUEGR081514	-BOYLE CO FOOD BANK	1,000.00
Aug-14 COMMERCE LEXINGTON	COMMER081314	-EVENING RECPTION	1,000.00
Aug-14 CENTRAL CITY MUSIC FESTIVAL	CENTRA081314	-FESTIVAL - CRUISE IN	1,000.00
Aug-14 CATHEDRAL OF CHRIST THE KING	CATHED080114	-OKTOBERFEST SPONSOR	1,000.00
Aug-14 ROOTS AND HERITAGE FESTIVAL COMMITTEE	ROOTSA080114	-FESTIVAL	1,000.00

Aug-14 TATES CREEK MIDDLE SCHOOL	TATESC080514	-TOOLS OF ART	1,000.00
Aug-14 WAL-MART	27-AUG-2014 08:08 KUTL	-WAL-MART #2968 #841645	1,052.20
Aug-14 COMMONWEALTH FUND FOR KET	EEE141101003	-TWISTS, TWEED & TWININGS	1,250.00
Aug-14 KENTUCKY COUNTRY DAY SCHOOL	CAS Spreadsheet A 26312 32553883	Charitable Contribution s/b account 426.1	1,294.50
Aug-14 IDEA FESTIVAL	CAS Spreadsheet A 26312 32553883	Thrivals - 426.1	1,309.50
Aug-14 KENTUCKY EMERGENCY SERVICES CONFERENCE	004	-CONFERENCE SPONSOR	1,750.00
Aug-14 HARLAN 2020	HARLAN082614	-COAL KEEPS LIGHT ON PROJECT	2,500.00
Aug-14 HORSE CAVE HERITAGE FESTIVAL	HORSEC081314	-FESTIVAL	2,500.00
Aug-14 LEADERSHIP CENTRAL KENTUCKY	LEADER072814	-LEADERSHIP CLASS	2,500.00
Aug-14 KENTUCKY HOMELAND SECURITY	J233-0100-0814 Adjustment USD	Kentucky Homeland Security _location sponsorship move to 426.1 exp type 0646	2,730.91
Aug-14 SUSAN G KOMAN	SUSANG082714	-RACE FOR THE CURE	3,000.00
Aug-14 WINTER CARE ENERGY FUND	WINTER081314	-DONATION	3,009.82
Aug-14 WINTER CARE ENERGY FUND	WINTER081114	-CONTRIBUTION	3,089.81
Aug-14 UNITED WAY OF THE BLUEGRASS	UNITED082714	-2014 CAMPAIGN	5,000.00
Aug-14 GODS PANTRY FOOD BANK	2014TOB15A	-2ND HALF OF SPONSORSHIP	5,000.00
Aug-14 KENTUCKY SAFETY & HEALTH NETWORK INC	CAS Spreadsheet A 26312 32553883	Charitable Contribution should be account 426.1/ 0646	5,206.00
Aug-14 AFRICAN AMERICAN FORUM	30-JAN-2014 09:01 SERV	-COD - AFRICAN AMERICAN FORUM #235979	7,500.00
Sep-14 LFUCG ENVIRONMENTAL COMMISSION	LFUCGE092514	-ANNUAL GREEN BREAKFAST	500.00
Sep-14 PINEVILLE INDEPENDENT SCHOOL	PINEVI091714	-TAILGATE PARTIES/FOOTBALL GAMES	500.00
Sep-14 CITY OF MAYSVILLE	CITYOF091714	-FIRE SCHOOL	500.00
Sep-14 DANIEL BOONE PIONEER FESTIVAL	DANIEL090214	-FESTIVAL	500.00
Sep-14 HICKMAN COUNTY-CIVIL WAR DAYS	HICKMA091714	-CIVIL WAR DAYS WEEKEND	500.00
Sep-14 MAYSVILLE COMMUNITY COLLEGE	MAYSVI091714	-ENERGY FAIR	500.00
Sep-14 BIG BROTHERS BIG SISTERS	BIGBRO092214	-GOLF 'FORE' KIDS SAKE	500.00
Sep-14 MARTHA'S VINEYARD MISSION INC	MARTHA082214	-GOLF TOURNMENT	510.00
Sep-14 OHIO VALLEY UNITED CHARITIES	OHIOVA072314	-GOLF SCRAMBLE	520.00
Sep-14 WISE CO VA CHAMBER OF COMMERCE	WISECO091714	-AUTUMN GOLF TOURNMENT	540.00
Sep-14 KENTUCKY POULTRY FEDERATION	785	-FESTIVAL	600.00
Sep-14 JUNIOR ACHIEVEMENT	JUNIOR091714	-CLAYS FOR KIDS	600.00
Sep-14 YALE IN KY INC	12014	-HOUSING CONTRIBUTION	689.00
Sep-14 URBAN LEAGUE OF LEX FAYETTE COUNTY	URBANL090414	-ANNUAL BANQUET	1,000.00
Sep-14 WOMEN LEADING KY	WOMENL091814	-BOARD MEETING LUNCH	1,000.00
Sep-14 COMMERCE LEXINGTON	80983	-LEADERSHIP LEXINGTON 2014 SPONSOR	1,000.00
Sep-14 CUMBERLAND MOUNTAIN FALL FESTIVAL	CUMBER082914	-FALL FESTIVAL	1,000.00
Sep-14 PROJECT 58:10 INC	PROJEC082614	-5K RUN	1,000.00
Sep-14 CHAMBER OF COMMERCE ANDERSON CO	CHAMBE091814	-CHRISTMAS GALA	1,000.00
Sep-14 COMMERCE LEXINGTON	COMMER091814	-EVENING IN THE BLUEGRASS	1,000.00
Sep-14 KENTUCKY ARBORISTS ASSOCIATION	KENTUC091814	-CONFERENCE & KAATCC	1,000.00
Sep-14 WINCHESTER LITTLE LEAGUE BASEBALL INC	WINCHE091814	-SCOREBOARD	1,200.00
Sep-14 HANSON HUNTER FIELD INC	HANSON080514	-SOFTBALL PROGRAM	1,500.00
Sep-14 DOLLAR ENERGY FUND INC	507	-ADMINISTRATIVE EXPENSE	1,522.00
Sep-14 US GREEN BUILDING COUNCIL KENTUCKY CHAPTER	211	-GREEN APPLE DAY OF SERVICE	2,000.00
Sep-14 US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-EMBASSY SUITES LEXINGTON #420897	2,730.91
Sep-14 JUBILEE JOBS OF LEXINGTON	JUBILE091014	-HOPE LUNCHEON	3,000.00
Sep-14 COMMERCE LEXINGTON	80993	-REGIONAL TOUR	3,000.00
Sep-14 WINTER CARE ENERGY FUND	WINTER091814	-MATCH	3,116.29
Sep-14 THE KENTUCKY LOCAL ISSUES CONFERENCE INC.	THEKEN082714	-2014 CONFERENCE	5,000.00
Sep-14 COMMERCE LEXINGTON	80966	-ANNUAL DINNER SPONSOR	7,500.00
Sep-14 DOLLAR ENERGY FUND INC	506	-ANNUAL DONATION	10,000.00
Sep-14 CARROLL COUNTY TRAINING CONSORTIUM	CARROL091614	-SCHOLARSHIP FUND	10,000.00
Oct-14 ONE TIME VENDOR	EASTSIDEMIDDLESCHOOL	-ROBOTICS TEAM	500.00

Oct-14 ONE TIME VENDOR	GEORGETOWN SCOTT CO COMMUNITY CONNECTION INC	-CONTRIBUTION	500.00
Oct-14 DOLLAR ENERGY FUND INC	DOLLAR100914	-DONATIONS	503.84
Oct-14 VOLUNTEERS OF AMERICA OF KY INC	VOLUNT091714	-SUBSCRIPTION	510.00
Oct-14 HARDIN COUNTY CHAMBER OF COMMERCE	HARDIN100214	-EXPO LUNCHEON	750.00
Oct-14 THE NEWS ENTERPRISE	THENEW101314	-DISCOVER HARDIN CO	844.00
Oct-14 YMCA OF GREATER LOUISVILLE INC	YMCAOF101814	-YOUTH AWARDS DINNER	1,000.00
Oct-14 BEST BUDDIES INTERNATIONAL INC	BESTBU101814	-PARTY WITH A PURPOSE	1,000.00
Oct-14 ALPHA BETA LAMBDA CHAPTER	ALPHAB101414	-ANNUAL BREAKFAST	1,000.00
Oct-14 BLUEGRASS TOMORROW INC	BLUEGR092614	-CELEBRATION	1,000.00
Oct-14 DOWNTOWN LEXINGTON CORP	DOWNT0100214	-ANNUAL MEETING	1,000.00
Oct-14 KENTUCKY ASSOC OF MANUFACTURERS	2756468	-POWER UP BREAKFAST	1,000.00
Oct-14 US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-LOUISVILLE METRO POLICE F #420897	1,250.00
Oct-14 KENTUCKY ASSOC OF MANUFACTURERS	2756468	-POWER UP BREAKFAST	1,500.00
Oct-14 CITY OF BRANDENBURG	CITYOF100214	-CYRISTMAS 2014	2,000.00
Oct-14 CITY OF KUTTAWA	CITYOF100614	-AMPHITHEATER	2,000.00
Oct-14 LAKE AREA FOUNDATION INC	LAKEAR102614	-BRONZE PLAQUE	2,500.00
Oct-14 KENTUCKY ASSOC OF MANUFACTURERS	2756468	-POWER UP BREAKFAST	2,500.00
Oct-14 WESTERN KENTUCKY UNIVERSITY FOUNDATION INC	WKUFFOUNDATION	-PLEDGE	2,550.00
Oct-14 WINTER CARE ENERGY FUND	WINTER101414	-DONATION	3,436.23
Oct-14 JUNIOR ACHIEVEMENT	JUNIOR092514	-ADOPT-A-SCHOOL	5,000.00
Oct-14 CORE COMMITTEE INC	CORECO100614	-DONATION	5,000.00
Oct-14 KENTUCKY HORSE PARK FNDTN	KENTUC100814	-SOUTHERN LIGHTS	5,000.00
Oct-14 KENTUCKY BALLET THEATER	KENTUC102814SERV	-SPONSOR	10,000.00
CARROLLTON COLLEGE EDUCATION FOUNDATION			
Oct-14 INC	CARROL100814KU	-CAMPUS	25,000.00
Oct-14 LEXINGTON STRIDES AHEAD FOUNDATION	LEXING101314	-SPONSOR	45,000.00
Various Various	Various	Various - Individual Transactions Under \$500	39,478.27
Total Donations			1,532,143.33
Nov-13 FREIBERT JR, DAVID J	354979	-Lodging	525.56
Nov-13 THE LANSBURGH	THELAN1113	-LEASE - M BEER	2,016.41
Nov-13 THE ROTUNDA GROUP LLC	2377	-GOVERNMENT RELATIONS	2,228.81
Nov-13 BATES CAPITOL GROUP INC	093026	-SERVICES	5,200.00
Nov-13 BATES CAPITOL GROUP INC	103130	-SERVICES	5,200.00
Nov-13 SNW Spreadsheet A 27138 30475019	J061-0110-1113 Adjustment USD	November EEI Lobbying - Charges from PPL - Amortization	7,174.35
Nov-13 COAL UTILIZATION RESEARCH COUNCIL	813	-2014 MEMBERSHIP DUES	7,353.00
Dec-13 Siemens, George Robert	355047	-Lodging	598.88
Dec-13 CURLESS FAMILY LIMITED PARTNERSHIP	2014U61STQ	-RENT	963.00
Dec-13 Beer, Michael S	359961	-Miscellaneous	1,847.16
Dec-13 THE LANSBURGH	THELAN1213	-LEASE - M BEER	2,016.42
Dec-13 THE ROTUNDA GROUP LLC	2394	-NOVEMBER	2,228.81
Dec-13 THE ROTUNDA GROUP LLC	2402	-DECEMBER	2,228.81
Dec-13 US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-UPPER CRUST CATERING #178394	2,536.19
Dec-13 US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-HUNTON & WILLIAMS #181975	2,681.10
Dec-13 US BANK NATIONAL ASSOCIATION ND	29-OCT-2013 12:10 LELLC	-COD - HUNTON & WILLIAMS #178964	2,693.08
Dec-13 BATES CAPITOL GROUP INC	120136	-SERVICES-DECEMBER	5,200.00
Dec-13 BATES CAPITOL GROUP INC	113034	-SERVICES-NOVEMBER	5,200.00
Dec-13 MPE Spreadsheet A 27534 30692633	J061-0110-1213 Adjustment USD	December EEI Lobbying - Charges from PPL - Amortization	7,174.35
THE LOUISVILLE CONVENTION AND VISITORS			
Jan-14 CENTER	THELOU010214	-PLATINUM SPONSOR/LOU NIGHT 2014	802.50
Jan-14 Keene, Lourie Jean	363081	-Material - Office Supplies/Equipment	1,224.59
Jan-14 Keene, Lourie Jean	363081	-Meals - Offsite / Mtgs / Business Travel	1,748.51
Jan-14 THE LANSBURGH	THELAN0114	-LEASE - M BEER	2,016.41

Jan-14 THE ROTUNDA GROUP LLC	2418	-GOVERNMENT RELATIONS	2,228.81
Jan-14 US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-HUNTON & WILLIAMS #181975	2,675.00
Jan-14 US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-HUNTON & WILLIAMS #181975	2,677.03
Jan-14 BATES CAPITOL GROUP INC	011401	-SERVICES	5,200.00
Jan-14 MPE Spreadsheet A 27534 30947719	J061-0110-0114 Adjustment USD	December EEI Lobbying - Charges from PPL - Amortization	6,165.83
Feb-14 Freibert Jr, David J	388993	-Airfare	628.00
Feb-14 Freibert Jr, David J	388993	-Fees / Permits / Licenses	1,205.00
Feb-14 THE LANSBURGH	THELAN0214	-LEASE - M BEER	2,016.42
Feb-14 THE ROTUNDA GROUP LLC	2443	-GOVERNMENT RELATIONS	2,228.81
Feb-14 ACCCE ANNUAL ASSESSMENT	2014MEMBERDUES	-ANNUAL MEMBER DUES	4,156.90
Feb-14 BATES CAPITOL GROUP INC	020404	-SERVICES	5,200.00
Feb-14 MPE Spreadsheet A 27534 31165337	J061-0110-0214 Adjustment USD	EEI Lobbying - Charges from PPL - Amortization	6,165.83
Mar-14 Vehicle Costs TRMS Allocation A 201404010455 31389070	Company 0100 Vehicle Costs TRMS Allocation USD	TRMS Costs Allocated from Project VEHL2004	627.24
Mar-14 Siemens, George Robert	388984	-Fees / Permits / Licenses	1,605.00
Mar-14 THE LANSBURGH	THELAN0314	-LEASE - M BEER	2,016.42
Mar-14 Freibert Jr, David J	399048	-Fees / Permits / Licenses	2,199.00
Mar-14 THE ROTUNDA GROUP LLC	2467	-CONSULTANT SERVICES	2,228.81
Mar-14 US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-HUNTON & WILLIAMS #181975	2,681.32
Mar-14 US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-HUNTON & WILLIAMS #181975	2,741.80
Mar-14 BATES CAPITOL GROUP INC	030314	-SERVICES	5,200.00
Mar-14 MPE Spreadsheet A 27534 31333915	J061-0110-0314 Adjustment USD	EEI Lobbying - Charges from PPL - Amortization	6,165.83
Apr-14 Siemens, George Robert	406967	-Fees / Permits / Licenses	535.00
Apr-14 Beer, Michael S	410039	-Training	535.00
Apr-14 ONE TIME VENDOR	SAVE THE GRAND THEATRE INC	-CONTRIBUTION	535.00
Apr-14 Freibert Jr, David J	404113	-Airfare	554.00
Apr-14 Freibert Jr, David J	404113	-Material - Office Supplies/Equipment	858.58
Apr-14 CURLESS FAMILY LIMITED PARTNERSHIP	2014U62NDQ	CURLESS FAMILY LIMITED PARTNERSHIP	963.00
Apr-14 Freibert Jr, David J	404113	-Fees / Permits / Licenses	1,399.00
Apr-14 THE LANSBURGH	THELAN0414	-LEASE - M BEER	2,016.42
Apr-14 THE ROTUNDA GROUP LLC	2489	THE ROTUNDA GROUP LLC	2,228.81
Apr-14 BATES CAPITOL GROUP INC	040119	-CONSULTING SERVICES	5,200.00
Apr-14 MPE Spreadsheet A 27534 31622693	J061-0110-0414 Adjustment USD	EEI Lobbying - Charges from PPL - Amortization	6,165.83
May-14 Vehicle Costs TRMS Allocation A 201406030645 31850382	Company 0110 Vehicle Costs TRMS Allocation USD	TRMS Costs Allocated from Project VEHK2004	582.02
May-14 Freibert Jr, David J	423196	-Meals - Offsite / Mtgs / Business Travel	596.57
May-14 Freibert Jr, David J	423196	-Airfare	673.50
May-14 Freibert Jr, David J	423196	-Lodging	1,132.20
May-14 THE LANSBURGH	THELAN0514	-LEASE - M BEER	2,035.26
May-14 BATES CAPITOL GROUP INC	050223	BATES CAPITOL GROUP INC	5,200.00
May-14 MPE Spreadsheet A 27534 31861096	J061-0110-0514 Adjustment USD	EEI Lobbying - Charges from PPL - Amortization	6,165.83
Jun-14 Beer, Michael S	426154	-Airfare	637.74
Jun-14 Vehicle Costs TRMS Allocation A 201407010709 32065664	Company 0110 Vehicle Costs TRMS Allocation USD	TRMS Costs Allocated from Project VEHK2004	740.19
Jun-14 Beer, Michael S	426154	-Training	864.00
Jun-14 THE LANSBURGH	THELAN0614	-LEASE - M BEER	2,035.26
Jun-14 THE ROTUNDA GROUP LLC	2511	-GOVERNMENT RELATIONS	2,249.64
Jun-14 THE ROTUNDA GROUP LLC	2534	-GOVERNMENT RELATIONS	2,249.64
Jun-14 US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-HUNTON & WILLIAMS #181975	2,700.00
Jun-14 US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-HUNTON & WILLIAMS #181975	2,700.00
Jun-14 SNW Spreadsheet A 27138 32073602	J061-0110-0614 Adjustment USD	EEI Lobbying - Charges from PPL - Amortization	6,165.83
Jul-14 Freibert Jr, David J	441234	-Lodging	727.95
Jul-14 Vehicle Costs TRMS Allocation A 201408020807 32299642	Company 0110 Vehicle Costs TRMS Allocation USD	TRMS Costs Allocated from Project VEHK2004	1,179.85
Jul-14 THE LANSBURGH	THELAN0714	-LEASE - M BEER	2,035.26

Jul-14 THE ROTUNDA GROUP LLC	2554	-GOVERNMENT RELATIONS	2,249.64
Jul-14 US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-HUNTON & WILLIAMS #181975	2,703.89
Jul-14 WATERWAYS COUNCIL INC	52792	-MEMBERSHIP DUES	4,702.97
Jul-14 BATES CAPITOL GROUP INC	061024	-CONSULTING	5,200.00
Jul-14 BATES CAPITOL GROUP INC	070128	-SERVICES	5,200.00
Jul-14 MPE Spreadsheet A 27534 32320249	J061-0110-0714 Adjustment USD	EEl Lobbying - Charges from PPL - Amortization should go to 426.4 exp type 670	6,165.83
Aug-14 CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD		500.00
Aug-14 US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-ROTARY CLUB OF LEXINGTON #178808	525.00
Aug-14 US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-HISTORIC LOCUST GROVE #178535	540.00
Aug-14 THE LANSBURGH	THELAN0914	-LEASE - M BEER	2,075.76
Aug-14 THE ROTUNDA GROUP LLC	2575	-GOVERNMENT RELATIONS	2,249.64
Aug-14 US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-HUNTON & WILLIAMS #181975	2,700.00
Aug-14 US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-HUNTON & WILLIAMS #181975	2,702.97
Aug-14 BATES CAPITOL GROUP INC	080130	-SERVICES	5,200.00
Aug-14 MPE Spreadsheet A 27534 32546407	J061-0110-0814 Adjustment USD	EEl Lobbying - Charges from PPL - Amortization	6,165.83
Sep-14 Siemens, George Robert	505146	-Lodging	(540.95)
Sep-14 Freibert Jr, David J	450101	-Lodging	601.26
Sep-14 Freibert Jr, David J	464103	-Airfare	690.70
Sep-14 Siemens, George Robert	505146	-Lodging	811.43
Sep-14 CURLESS FAMILY LIMITED PARTNERSHIP	2014U64THQ	-4TH QTR RENT	972.00
Sep-14 THE LANSBURGH	THELAN1014	-LEASE - M BEER	2,075.76
Sep-14 THE ROTUNDA GROUP LLC	2600	-GOVERNMENT RELATIONS	2,249.64
Sep-14 BATES CAPITOL GROUP INC	090235	-SERVICES	5,200.00
Sep-14 MPE Spreadsheet A 27534 32778061	J061-0110-0914 Adjustment USD	EEl Lobbying - Charges from PPL - Amortization	6,165.83
Oct-14 THE LANSBURGH	THELAN1114	-LEASE - M BEER	2,075.76
Oct-14 THE ROTUNDA GROUP LLC	2624	-government relations services	2,249.64
Oct-14 US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-HUNTON & WILLIAMS #181975	2,700.00
Oct-14 US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-HUNTON & WILLIAMS #181975	2,700.00
Oct-14 US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-COMMERCE LEXINGTON INC #178808	3,500.00
Oct-14 BATES CAPITOL GROUP INC	100136	-SERVICES	5,200.00
Oct-14 MPE Spreadsheet A 27534 33030664	J061-0110-1014 Adjustment USD	EEl Lobbying - Charges from PPL - Amortization	6,165.83
Oct-14 COAL UTILIZATION RESEARCH COUNCIL	226	-MEMBERSHIP DUES	7,650.00
Nov-13 Labor and Burdens	Labor and Burdens	Labor and Burdens	77,450.22
Dec-13 Labor and Burdens	Labor and Burdens	Labor and Burdens	72,564.26
Jan-14 Labor and Burdens	Labor and Burdens	Labor and Burdens	79,285.14
Feb-14 Labor and Burdens	Labor and Burdens	Labor and Burdens	73,542.27
Mar-14 Labor and Burdens	Labor and Burdens	Labor and Burdens	70,983.27
Apr-14 Labor and Burdens	Labor and Burdens	Labor and Burdens	61,299.59
May-14 Labor and Burdens	Labor and Burdens	Labor and Burdens	64,225.68
Jun-14 Labor and Burdens	Labor and Burdens	Labor and Burdens	63,927.48
Jul-14 Labor and Burdens	Labor and Burdens	Labor and Burdens	71,314.63
Aug-14 Labor and Burdens	Labor and Burdens	Labor and Burdens	59,780.76
Sep-14 Labor and Burdens	Labor and Burdens	Labor and Burdens	52,555.41
Oct-14 Labor and Burdens	Labor and Burdens	Labor and Burdens	45,620.24
Various Various	Various	Various - Individual Transactions Under \$500	<u>164,747.64</u>
Total Expenditures for Certain Civic, Political and Related Activities			1,255,177.39
Nov-13 DRB Spreadsheet A 26211 30457303	J057-0110-1113 Adjustment USD	Life Insurance	(120,654.37)
Nov-13 DRB Spreadsheet A 26211 30457303	J057-0110-1113 Adjustment USD	Life Insurance	44,815.06
Nov-13 MERCER CO FISCAL COURT	MERCER111413	-LATE PAYMENT-W/H TAXES	814.99
Nov-13 US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-OC TANNER #035544	588.58
Nov-13 US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-WAL-MART #1476 #753403	611.44
Nov-13 US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-WALMART.COM 8009666546 #753262	675.00
Nov-13 US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-WAL-MART #4607 #419626	734.62
Nov-13 US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-ADVENTURE PROMOTIONS #419626	782.60

Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-ADVENTURE PROMOTIONS #419626	783.88
Nov-13	PAB Spreadsheet A 26086 30476504	J017-0020-1113 Adjustment USD	NEI Global Relocation - reimbursement -Donnie Lester	(912.06)
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-DANVILLE COUNTRY CLUB #425185	1,650.12
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-BLUEGRASS CATERING INC. #425839	1,665.00
Nov-13	J BRUCE MILLER LAW GRP	JBM103113B	-PROFESSIONAL SERVICES	3,600.50
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-CLARION HOTEL #425185	3,843.37
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-OC TANNER #035544	5,485.23
Nov-13	CCS_KU_INTRFCE.20131126.20021.txt CCS_KU A 201311			
Nov-13	30415710	CCS_KU USD 3	Customer Charge - Economic Development	15,719.96
Dec-13	DRB Spreadsheet A 26211 30617262	J057-0110-1213 Adjustment USD	Life Insurance	44,815.06
Dec-13	DRB Spreadsheet A 26211 30617262	J057-0110-1213 Adjustment USD	Life Insurance	(120,654.37)
Dec-13	JLS Spreadsheet A 10896 30716274	J092-0100-1213 Adjustment USD	SERC CIP Penalty Accrual	22,176.00
Dec-13	JLS Spreadsheet A 10896 30716274	J092-0100-1213 Adjustment USD	SERC CIP Penalty Accrual	19,800.00
Dec-13	JLS Spreadsheet A 10896 30716274	J092-0100-1213 Adjustment USD	SERC CIP Penalty Accrual	78,408.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 09:12 KUTL	-D AND D CATERING INC #267181	532.35
Dec-13	CMJ Spreadsheet A 5725 30714220	J215-0020-1213 Adjustment USD	Clear Old Employee Computer Loans	536.08
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-SWEET LILU'S CATERING #642555	550.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-OC TANNER #035544	553.64
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-WALMART.COM 8009666546 #753262	566.67
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-PFG*PROFORMA #753403	583.21
Dec-13	CMJ Spreadsheet A 5725 30714220	J215-0020-1213 Adjustment USD	Clear Old Employee Computer Loans	585.01
Dec-13	CMJ Spreadsheet A 5725 30714220	J215-0020-1213 Adjustment USD	Clear Old Employee Computer Loans	599.40
Dec-13	ED_MDH Spreadsheet A 9082 30722030	J229-0100-1213 Adjustment USD	Reclass Recognition	650.24
Dec-13	CMJ Spreadsheet A 5725 30714220	J215-0020-1213 Adjustment USD	Clear Old Employee Computer Loans	658.41
Dec-13	FROST BROWN TODD LLC	10860705	-PROFESSIONAL SERVICES	666.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-RENT & RAVE #419873	667.44
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-WAL-MART #4607 #419626	701.97
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 09:12 KUTL	-OCHARLEYS241RICHMND #336572	710.29
Dec-13	Ferch, Joan M	356260	-Entertainment - Company Event	718.73
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-LOUISVILLE GAS & ELECTRIC #424527	729.98
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-PFG*PROFORMA #753403	755.14
Dec-13	CMJ Spreadsheet A 5725 30714220	J215-0020-1213 Adjustment USD	Clear Old Employee Computer Loans	792.08
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 09:12 KUTL	-THE CHOP HOUSE - L #342737	853.61
Dec-13	KELLER AND HECKMAN LLP	10023992	-PROFESSIONAL SERVICES	879.75
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-WAL-MART #1189 #753262	950.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-LOUISVILLE GAS & ELECTRIC #424527	1,071.26
Dec-13	ED_MDH Spreadsheet A 9082 30722030	J229-0100-1213 Adjustment USD	Reclass Recognition	1,150.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-PURPLE ONION #425185	1,186.90
Dec-13	KELLER AND HECKMAN LLP	10024858	-PROFESSIONAL SERVICES	1,209.75
Dec-13	KELLER AND HECKMAN LLP	10024857	-PROFESSIONAL SERVICES	1,252.44
Dec-13	KELLER AND HECKMAN LLP	10023991	-PROFESSIONAL SERVICES	1,287.43
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-WALMART.COM 8009666546 #753262	1,325.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-PFG*PROFORMA #030850	1,393.42
Dec-13	ALISON AND ASSOCIATES	LGE2352	-Alison & Associates	1,479.76
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-L2GGENERAL BUTLER STA #425185	1,492.59
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-WAL-MART #1189 #753262	1,650.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-BED BATH & BEYOND #651 #419311	2,195.90
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-KROGER #355 #753262	2,300.00
Dec-13	J BRUCE MILLER LAW GRP	JBM113013B	-PROFESSIONAL SERVICES	2,500.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-DERBY CITY TENT RENTAL #305494	2,802.28
Dec-13	FROST BROWN TODD LLC	10864943	-PROFESSIONAL SERVICES	2,886.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-HILTON HOTELS SEELBACH #504391	3,058.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-OC TANNER #035544	3,086.20
Dec-13	FROST BROWN TODD LLC	10864945	-PROFESSIONAL SERVICES	3,330.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-WAL-MART #2783 #642555	4,700.00

Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-LOUISVILLE GAS & ELECTRIC #424535	6,315.98
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-LOUISVILLE GAS & ELECTRIC #753403	6,613.04
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-LADYFINGERS FINE CATERING #419873	7,103.96
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-HILTON HOTELS SEELBACH #945273	9,144.54
Dec-13	NEI GLOBAL RELOCATION COMPANY	354339	-CORRECT ACCOUNTING MSB	9,446.17
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-LOUISVILLE GAS & ELECTRIC #424527	11,106.14
Dec-13	30667978	CCS_KU USD 3	Customer Charge - Economic Development	15,351.76
Jan-14	DRB Spreadsheet A 26211 30944686	J057-0110-0114 Adjustment USD	Life Insurance	44,807.68
Jan-14	DRB Spreadsheet A 26211 30944686	J057-0110-0114 Adjustment USD	Life Insurance	(202,732.78)
Jan-14	HARRIS ENTERTAINMENT	1513	-Labor	517.80
Jan-14	RUMPKE OF KENTUCKY INC	1265519	-ACCOUNTING CORRECTION	534.00
Jan-14	Beck, Kathleen S	373967	-Employee Recognition	621.93
Jan-14	BURCHETT, BETTY	531557	-RETIREE DINNER	630.00
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-IN BLOOM AGAIN #419873	677.86
Jan-14	Reffett, Dan	365979	-Employee Recognition	683.18
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-ADVENTURE PROMOTIONS #424691	894.47
Jan-14	Cockerill, Butch	372977	-Entertainment - Employee Recognition	975.63
Jan-14	Johnson, Cheryl L	372000	-Lodging	1,017.52
Jan-14	NEI GLOBAL RELOCATION COMPANY	367818	-Payment of two (2) invoices to NEI Global Relocation Company for Chuck Requet.	
Jan-14	Quinn, Julie Ann	374982	Invoice #366502 (\$429.00); Invoice #367818 (\$1,867.34)	1,139.08
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-Employee Recognition	1,256.65
Jan-14	Malloy, John P	371986	-BLUEGRASS MAILING #425854	1,285.21
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-Entertainment - Employee Recognition	1,297.63
Jan-14	Johnson, Cheryl L	372000	-WAL-MART #2628 #419626	1,518.22
Jan-14	Keene, Lourie Jean	363081	-Meals - Offsite / Mtgs / Business Travel	1,822.94
Jan-14	C & S H INC	1DEC13	-Meals - Onsite / Mtgs	1,920.00
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-C & S H Inc	1,932.32
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-LADYFINGERS FINE CATERING #419873	3,881.30
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-LADYFINGERS FINE CATERING #419873	3,881.30
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-OC TANNER #035544	4,335.05
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-LUNDYS SPECIAL EVENTS #419873	5,106.80
Jan-14	NEI GLOBAL RELOCATION COMPANY	375842	-Inv # 375842 @ \$10,000 - one of two invoices to relocate Shannon Haggard to	
Jan-14	NEI GLOBAL RELOCATION COMPANY	372300	Louisville from Independence, Ky.	5,859.00
Jan-14	GE LIGHTING SOLUTIONS LLC	380924	-Relocation Services Invoice #372300 Mitchell Galyen	6,768.31
Jan-14	GE LIGHTING SOLUTIONS LLC	375791	-#810412 - NOCATV OHA	7,650.00
Jan-14	NEI GLOBAL RELOCATION COMPANY	375843	-#191917 - EPST0B54IN2PBLCK	9,000.00
Jan-14	CCS_KU_INTRFCE.20140130.05900.txt CCS_KU A 201401	30903207	-CORRECT ACCT SLR ROBERT RANKIN 1/6/14-1/12/14	13,682.92
Feb-14	DRB Spreadsheet A 26211 31158725	J057-0110-0214 Adjustment USD	Customer Charge - Economic Development	16,458.79
Feb-14	DRB Spreadsheet A 26211 31158725	J057-0110-0214 Adjustment USD	Life Insurance	(202,732.78)
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	Life Insurance	44,807.68
Feb-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-WAL-MART #0507 #419626	522.40
Feb-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-IN BLOOM AGAIN #419873	537.89
Feb-14	KELLER AND HECKMAN LLP	10025700	-ASHLAND FLORIST #419873	593.33
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 07:02 LUTL	-PROFESSIONAL SERVICES	646.50
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	-PFG*PROFORMA #972796	800.19
Feb-14	FROST BROWN TODD LLC	10872934	-EDIBLE ARRANGEMENTS #419311	1,071.55
Feb-14	KELLER AND HECKMAN LLP	10025701	-PROFESSIONAL SERVICES	1,073.00
Feb-14	NEI GLOBAL RELOCATION COMPANY	358350	-PROFESSIONAL SERVICES	1,143.00
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	-Relocation Services Invoice #358350 WOLF	1,743.01
Feb-14	FROST BROWN TODD LLC	10872904	-OC TANNER #035544	1,808.09
Feb-14	J BRUCE MILLER LAW GRP	JBM013114A	-PROFESSIONAL SERVICES	1,850.00
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	-PROFESSIONAL SERVICES	2,250.00
			-SQ *PATS STEAKHOUSE #420939	2,414.00

Feb-14	NEI GLOBAL RELOCATION COMPANY	382214	-Relocation Services Invoice #382214 for \$5,761.16 and Invoice #382211 for \$513.00 ASBERY	3,802.37
Feb-14	PAB Spreadsheet A 26086 31175075	J017-0020-0214 Adjustment USD	Refund from NEI Global Relocation - Charles Requet home sale expenses	(5,503.94)
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	-OC TANNER #035544	6,360.15
Feb-14	NEI GLOBAL RELOCATION COMPANY	382213	-Relocation Expenses for John Powell 2/13/14 -DESIGN AND BUDGET PREPARATION FOR CONFERENCE/RETREAT FACILITY	8,852.43 13,750.00
Feb-14	INTERSPACE LIMITED LLC CCS_KU_INTRFCE.20140228.14454.txt CCS_KU A 201402	41107		
Feb-14	31134195	CCS_KU USD	Customer Charge - Economic Development	17,085.69
Mar-14	DRB Spreadsheet A 26211 31370382	J057-0110-0314 Adjustment USD	Life Insurance	44,807.68
Mar-14	DRB Spreadsheet A 26211 31370382	J057-0110-0314 Adjustment USD	Life Insurance	(202,732.78)
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-PFG*PROFORMA #419311	640.13
Mar-14	GE LIGHTING SOLUTIONS LLC	397133	-#810412 - NOCATV OHA	850.00
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-WALMART.COM #753262	883.19
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-WAL-MART #1476 #753403	951.13
Mar-14	Cockerill, Butch	396005	-Entertainment - Employee Recognition	1,031.83
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-PFG*PROFORMA #419311	1,887.64
Mar-14	NEI GLOBAL RELOCATION COMPANY	387036	-Relocation Services Invoice(s) #387036 \$4,826.54 and #387032 \$14.56	3,185.52
Mar-14	WILHOD INC	20140041	-invoice#20140041 Phoenix Park lighting -Front Office Employee Incentives for Paperless Billing Campaign Invoice	4,311.80 6,143.97
Mar-14	PROFORMA DOUBLE DOG DARE	90F3403815	#90F3403815 and 90F3403814	
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-OC TANNER #035544	7,794.32
Mar-14	FROST BROWN TODD LLC	10877294	-PROFESSIONAL SERVICES	8,638.50
Mar-14	FROST BROWN TODD LLC	10872938	-PROFESSIONAL SERVICES	11,470.00
Mar-14	FROST BROWN TODD LLC CCS_KU_INTRFCE.20140329.11332.txt CCS_KU A 201403	10872902	-PROFESSIONAL SERVICES	14,328.90
Mar-14	31355321	CCS_KU USD	Customer Charge - Economic Development	17,236.18
Apr-14	DRB Spreadsheet A 26211 31620969	J057-0110-0414 Adjustment USD	Life Insurance	44,807.68
Apr-14	DRB Spreadsheet A 26211 31620969	J057-0110-0414 Adjustment USD	Life Insurance	(202,732.78)
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-WM SUPERCENTER #1476 #753403	543.50
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-HUBERS PLANTATION HALL #753403	543.50
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-LADYFINGERS FINE CATERING #419873	575.82
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 09:04 KUTL	-STEP FITNESS #837841	585.00
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 09:04 LELL	-PFG*PROFORMA #466445	623.96
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-WM SUPERCENTER #1476 #753403	652.20
Apr-14	ALISON AND ASSOCIATES	LGE2359	-Labor Invoice LGE2359	656.67
Apr-14	Stethen, Julia Denise	404053	-Entertainment - Company Event	665.15
Apr-14	ALISON AND ASSOCIATES	LGE2360	-Labor Invoice LGE2360	683.04
Apr-14	ONE TIME VENDOR	LARRY W STOPHER	-COD GMT	802.93
Apr-14	KELLER AND HECKMAN LLP	10026685	-PROFESSIONAL SERVICES	825.00
Apr-14	Staffieri, Victor Alex	402064	-Training	828.48
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-WM SUPERCENTER #1259 #753262	869.60
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-WM SUPERCENTER #4607 #419626	946.85
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 09:04 KUTL	-LOUISVILLE STONEWARE #841645	1,258.60
Apr-14	KELLER AND HECKMAN LLP	10027814	-PROFESSIONAL SERVICES	1,365.00
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 09:04 KUTL	-PLAY IT AGAIN SPORTS #837841	1,415.74
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-OC TANNER #326547	1,478.45
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-WAL-MART #2628 #419311	1,540.00
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-WAL-MART #2628 #419311	1,540.00
Apr-14	KELLER AND HECKMAN LLP	10026679	-PROFESSIONAL SERVICES	1,816.05
Apr-14	J BRUCE MILLER LAW GRP	JBM032814A	-PROFESSIONAL SERVICES	2,250.00
Apr-14	FROST BROWN TODD LLC	10883614	-PROFESSIONAL SERVICES	2,849.00
Apr-14	Stethen, Julia Denise	404053	-Lodging	3,317.59
Apr-14	Stethen, Julia Denise	404053	-Entertainment - Company Event	3,873.99
Apr-14	FROST BROWN TODD LLC	10877298	-PROFESSIONAL SERVICES	4,181.00

Apr-14	Staffieri, Victor Alex	402064	-Airfare	4,262.74
Apr-14	FROST BROWN TODD LLC	10877302	-PROFESSIONAL SERVICES	4,884.00
Apr-14	NEI GLOBAL RELOCATION COMPANY	390115	-Relocation expenses for Judy Schooler	4,890.78
Apr-14	FROST BROWN TODD LLC	10883609	-PROFESSIONAL SERVICES	4,995.00
Apr-14	NEI GLOBAL RELOCATION COMPANY	385658	-Invoice#385658 Daniel Ralston relocation.	5,224.00
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-OC TANNER #326547	5,312.56
Apr-14	FROST BROWN TODD LLC	10883608	-PROFESSIONAL SERVICES	13,191.50
Apr-14	CCS_KU_INTRFCE.20140430.12721.txt CCS_KU A 20140431602512	CCS_KU USD	Customer Charge - Economic Development	14,263.54
May-14	DRB Spreadsheet A 26211 31836719	J057-0110-0514 Adjustment USD	Life Insurance	(202,732.78)
May-14	DRB Spreadsheet A 26211 31836719	J057-0110-0514 Adjustment USD	Life Insurance	44,807.68
May-14	Thompson, Paul W	413155	-Airfare	500.50
May-14	RUMPKE OF KENTUCKY INC	1305909	-DUMPSTERS ON LAKE IN GARRARD COUNTY	534.00
May-14	FROST BROWN TODD LLC	10889317	-PROFESSIONAL SERVICES	555.00
May-14	Hincker, Loren C	424140	-Miscellaneous	660.45
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-SHOWPLACE HENDERSON 8 #753171	729.00
May-14	NEI GLOBAL RELOCATION COMPANY	387035	-Payment of invoices #382212 (25.29) and #387035 (\$1,250.03), NEI Global Relocation Company, re: Charles Requet	762.52
May-14	KELLER AND HECKMAN LLP	10028499	-PROFESSIONAL SERVICES	763.50
May-14	Troutman, Alpha G	425122	-Entertainment - Employee Recognition	820.50
May-14	FROST BROWN TODD LLC	10889320	-PROFESSIONAL SERVICES	939.16
May-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-MANUAL COD FOR LINE 1514 - L2GPINE MOUNTAIN STAT #425185	1,305.55
May-14	KELLER AND HECKMAN LLP	10028498	-PROFESSIONAL SERVICES	1,384.50
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-CAPITAL PLAZA HOTEL-FRANK #420640	1,441.92
May-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 09:02 KUTL	-MANUAL COD FOR LINE 1283 -THE MERRICK INN #340384	1,532.44
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-PFG*PROFORMA #419311	1,791.50
May-14	J BRUCE MILLER LAW GRP	JBM043014A	-PROFESSIONAL SERVICES	2,271.00
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-OC TANNER #326547	2,523.56
May-14	FROST BROWN TODD LLC	10889319	-PROFESSIONAL SERVICES	4,921.00
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-OC TANNER #326547	5,453.16
May-14	CCS_KU_INTRFCE.20140530.14105.txt CCS_KU A 20140531815104	CCS_KU USD	Customer Charge - Economic Development	14,479.94
Jun-14	DRB Spreadsheet A 26211 32015436	J057-0110-0614 Adjustment USD	Life Insurance	(202,732.78)
Jun-14	DRB Spreadsheet A 26211 32015436	J057-0110-0614 Adjustment USD	Life Insurance	44,807.68
Jun-14	FROST BROWN TODD LLC	10899967	-PROFESSIONAL SERVICES	518.00
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-WM SUPERCENTER #507 #419626	538.72
Jun-14	FROST BROWN TODD LLC	10899962	-PROFESSIONAL SERVICES	555.00
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-WALMART.COM 8009666546 #753262	615.60
Jun-14	KELLER AND HECKMAN LLP	10029614	-PROFESSIONAL SERVICES	642.00
Jun-14	PAB Spreadsheet A 26086 32051730	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations-Expenses booked in error Inv# 428098-Apr 2014	643.66
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-WAL-MART #1476 #753403	675.00
Jun-14	Staffieri, Victor Alex	438124	-Lodging	714.55
Jun-14	Staffieri, Victor Alex	438124	-Miscellaneous Transportation	737.74
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-WM SUPERCENTER #1476 #753403	850.50
Jun-14	Cockerill, Butch	424080	-Employee Recognition	950.08
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-OC TANNER #326547	966.09
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-WALMART.COM 8009666546 #753262	991.72
Jun-14	Butler, Kathy A	434207	-Meals - Social (All Empl) / Departmental	1,065.58
Jun-14	PAB Spreadsheet A 26086 32051730	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations-Expenses booked in error Inv# 428098-Apr 2014	1,083.91
Jun-14	FROST BROWN TODD LLC	10889324A	-PROFESSIONAL SERVICES	1,110.00
Jun-14	PAB Spreadsheet A 26086 32051730	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations-Expenses booked in error Inv# THEDAN091013-Sept 2013	1,169.18
Jun-14	FROST BROWN TODD LLC	10895302	-PROFESSIONAL SERVICES	1,226.55
Jun-14	PAB Spreadsheet A 26086 32051730	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations-Expenses booked in error Inv# 428098-Apr 2014	1,305.62
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-WAL-MART #3841 #753403	1,333.80

Jun-14	PAB Spreadsheet A 26086 32051730	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations-Expenses booked in error Inv# THEDAN091013-Sept 2013	1,372.17
Jun-14	FROST BROWN TODD LLC	10895295	-PROFESSIONAL SERVICES	1,480.00
Jun-14	FROST BROWN TODD LLC	10889323A	-PROFESSIONAL SERVICES	1,490.73
Jun-14	FROST BROWN TODD LLC	10895299	-PROFESSIONAL SERVICES	1,499.40
Jun-14	FROST BROWN TODD LLC	10895301	-PROFESSIONAL SERVICES	1,566.21
Jun-14	RUMPKE OF KENTUCKY INC	55173	-DUMPSTERS ON LAKE IN GARRARD COUNTY	1,602.00
Jun-14	PAB Spreadsheet A 26086 32051730	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations-Expenses booked in error Inv# 428098-Mar 2014	2,007.62
Jun-14	FROST BROWN TODD LLC	10889318	-PROFESSIONAL SERVICES	2,035.00
Jun-14	FROST BROWN TODD LLC	10895298	-PROFESSIONAL SERVICES	2,072.00
Jun-14	FROST BROWN TODD LLC	10889321	-PROFESSIONAL SERVICES	2,415.36
Jun-14	PAB Spreadsheet A 26086 32051730	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations-Expenses booked in error Inv# 428098-Mar 2014	2,418.27
Jun-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-ALISON - ASSOCIATES #235979	2,656.89
Jun-14	FROST BROWN TODD LLC	10895300	-PROFESSIONAL SERVICES	2,887.11
Jun-14	Staffieri, Victor Alex	438124	-Airfare	3,157.32
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 10:06 KUTL	-EDDIE MERLOT #841645	3,900.96
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-OC TANNER #326547	5,478.63
Jun-14	PAB Spreadsheet A 26086 32051730	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations-Expenses booked in error Inv# 428098-Apr 2014	9,440.40
Jun-14	PAB Spreadsheet A 26086 32051730	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations-Expenses booked in error Inv# 428098-Apr 2014	11,371.39
Jun-14	CCS_KU_INTRFCE.20140628.30645.txt CCS_KU A 201406 32035140	CCS_KU USD	Customer Charge - Economic Development	14,411.28
Jul-14	DRB Spreadsheet A 26211 32291360	J057-0110-0714 Adjustment USD	Life Insurance	44,807.68
Jul-14	DRB Spreadsheet A 26211 32291360	J057-0110-0714 Adjustment USD	Life Insurance	(202,732.78)
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-PFG*PROFORMA #474222	566.92
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-KROGER #768 #642555	599.35
Jul-14	Thompson, Paul W	438368	-Entertainment - Company Event	621.86
Jul-14	Thompson, Paul W	438368	-Meals - Offsite / Mtgs / Business Travel	635.68
Jul-14	Thompson, Paul W	438368	-Meals - Offsite / Mtgs / Business Travel	649.30
Jul-14	Thompson, Paul W	438368	-Lodging	654.50
Jul-14	US BANK NATIONAL ASSOCIATION ND	USBANKPMTPLUSSRV	-LATE PYMT CHR - COD	690.54
Jul-14	FROST BROWN TODD LLC	10899971	-PROFESSIONAL SERVICES	740.00
Jul-14	SKS Spreadsheet A 8920 32320557	J001-0110-0714 Adjustment USD	KU TREASURY REMITTANCE & COLLECTION	(802.80)
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-WALMART.COM 8009666546 #753262	810.00
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-WAL-MART #0507 #419626	897.87
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 07:07 LUTL	-THE CATERING COMPANY #972861	944.29
Jul-14	Thompson, Paul W	438368	-Lodging	1,061.51
Jul-14	Thompson, Paul W	438368	-Lodging	1,105.51
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-PFG*PROFORMA #419311	1,162.70
Jul-14	RUMPKE OF KENTUCKY INC	56047	-DUMPSTERS ON LAKE IN GARRARD COUNTY	1,602.00
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-OC TANNER #326547	1,714.46
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-LOUISVILLE GAS & ELECTRIC #753403	1,837.35
Jul-14	J BRUCE MILLER LAW GRP	JBM063014A	-PROFESSIONAL SERVICES	2,250.00
Jul-14	FROST BROWN TODD LLC	10899966	-PROFESSIONAL SERVICES	2,547.45
Jul-14	FROST BROWN TODD LLC	10899969	-PROFESSIONAL SERVICES	2,736.15
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-PFG*PROFORMA #419311	3,033.81
Jul-14	FROST BROWN TODD LLC	10899961	-PROFESSIONAL SERVICES	3,034.00
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-OC TANNER #326547	7,503.85
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-PFG*PROFORMA #474222	7,591.37
Jul-14	NEI GLOBAL RELOCATION COMPANY	409834	-Relocation expense	12,400.00
Jul-14	CCS_KU_INTRFCE.20140730.14704.txt CCS_KU A 201407 32272070	CCS_KU USD	Customer Charge - Economic Development	14,791.06
Aug-14	DRB Spreadsheet A 26211 32534863	J057-0110-0814 Adjustment USD	Life Insurance	(202,732.78)
Aug-14	DRB Spreadsheet A 26211 32534863	J057-0110-0814 Adjustment USD	Life Insurance	44,807.68
Aug-14	Keene, Lourie Jean	456087	-Meals - Offsite / Mtgs / Business Travel	529.65
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-WAL-MART #1476 #753403	553.50

Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-ORIENTAL TRADING CO #753171	595.79
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-WAL-MART #4607 #419626	604.02
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-WALMART.COM 8009666546 #753262	615.60
Aug-14	Butler, Kathy A	452286	-Meals - Social (All Empl) / Departmental	705.16
Aug-14	JAB Spreadsheet A 26940 32554070	J231-0110-0814 Adjustment USD	Reclass Dues and Subscriptions -	784.00
Aug-14	Cockerill, Butch	452163	-Meals - Social (All Empl) / Departmental	790.08
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to employee recognition 0636	982.68
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to employee recognition 0636	1,054.85
Aug-14	RUMPKE OF KENTUCKY INC	57212	-ACCOUNTING CORRECTION	1,068.00
Aug-14	Keene, Lourie Jean	456087	-Training	1,070.00
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-WALMART.COM #753171	1,431.00
Aug-14	CREATIVE ALLIANCE	12624100	-LABOR	1,587.65
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-TAVERN ON FOURTH #753403	1,623.11
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass employee recognition to 426.5 exp type 0636	1,626.75
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-OC TANNER #326547	1,788.01
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to employee recognition 0636	1,800.00
Aug-14	J BRUCE MILLER LAW GRP	JBM073114A	-PROFESSIONAL SERVICES	2,250.00
Aug-14	FROST BROWN TODD LLC	10906532	-PROFESSIONAL SERVICES	2,289.90
Aug-14	FROST BROWN TODD LLC	10906531	-PROFESSIONAL SERVICES	2,321.01
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-PFG*PROFORMA #419873	2,339.95
Aug-14	JAB Spreadsheet A 26940 32554070	J231-0110-0814 Adjustment USD	Reclass Dues and Subscriptions	2,353.26
Aug-14	Straight, Ronald S	452132	-Employee Recognition	2,891.89
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-OC TANNER #326547	4,892.15
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 08:08 KUTL	-HOLIDAY WORLD #742165	8,829.56
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	-COD - PFG*PROFORMA #235979	13,599.80
Aug-14	CCS_KU_INTRFCE.20140828.13035.txt CCS_KU A 201408	CCS_KU USD	Customer Charge - Economic Development	15,700.72
Aug-14	32497279	CCS_KU USD	Life Insurance	(202,732.78)
Sep-14	DRB Spreadsheet A 26211 32759013	J057-0110-0914 Adjustment USD	Life Insurance	44,807.68
Sep-14	DRB Spreadsheet A 26211 32759013	J057-0110-0914 Adjustment USD	-DOC # CWA-04-2014-502(B) NRC #1018592	500.00
Sep-14	U S ENVIRONMENTAL PROTECTION AGENCY	USENVIO91214SRV	-DOCKET # CWA-04-2014-7005(b)	1,200.00
Sep-14	U S ENVIRONMENTAL PROTECTION AGENCY	USENVIO92214KU	-PROFESSIONAL SERVICES	738.75
Sep-14	KELLER AND HECKMAN LLP	10032613	-2014 LIGHTING SPONSOR	750.00
Sep-14	BOTANICA INC	BOTANIO90314	-Entertainment - Employee Recognition	808.91
Sep-14	McFarland, Elizabeth J	509142	-SONNY'S BBQ #116 #336978	828.08
Sep-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 09:09 KUTL	-INVOICE # OTHER MOVING EXPENSES	932.58
Sep-14	NEI GLOBAL RELOCATION COMPANY	400568	-DUMPSTERS ON LAKE IN GARRARD COUNTY	1,068.00
Sep-14	RUMPKE OF KENTUCKY INC	0058260	-PROFESSIONAL SERVICES	1,576.50
Sep-14	KELLER AND HECKMAN LLP	10032612	HOLIDAY WORLD & SPLASHIN #753171	1,599.35
Sep-14	SLR Spreadsheet A 13047 32774842	J720-0020-0914 Adjustment USD	-INVOICE # 403893 - HOUSEHOLD GOODS MOVE	1,662.66
Sep-14	NEI GLOBAL RELOCATION COMPANY	403893	-company polo logo shirts	1,842.75
Sep-14	BUMBLEBEE TEAM SPORTS	32281		
Sep-14	KENTUCKY DEPARTMENT OF FISH AND WILDLIFE	KENTUC082914	-FEE FOR STOCKING POND	1,850.00
Sep-14	J BRUCE MILLER LAW GRP	JBM083114A	-PROFESSIONAL SERVICES	2,250.00
Sep-14	NEI GLOBAL RELOCATION COMPANY	395787	-INVOICE # 395787 - HOME FINDING/ TEMPORARY LIVING/ MISC./ RETURN TRIP	3,082.86
Sep-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 09:09 KUTL	-TINAS BAR BQ #841645	3,231.60
Sep-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 09:09 KUTL	-BACKYARD BOUNCE #841645	3,857.00
Sep-14	SLR Spreadsheet A 13047 32774842	J720-0020-0914 Adjustment USD	FRENCH LICK FD #635319	5,600.00
Sep-14	NEI GLOBAL RELOCATION COMPANY	417306	-Relocation Services Inv.#417306 Joshua Scott	7,771.66
Sep-14	CCS_KU_INTRFCE.20140927.10345.txt CCS_KU A 201409	CCS_KU USD	Customer Charge - Economic Development	15,253.75
Sep-14	32726731	CCS_KU USD	Life Insurance	(202,732.78)
Oct-14	DRB Spreadsheet A 26211 33010646	J057-0110-1014 Adjustment USD	Life Insurance	44,807.68
Oct-14	DRB Spreadsheet A 26211 33010646	J057-0110-1014 Adjustment USD	-WALMART.COM #642555	512.29

Oct-14	Chin, Douglas P	533158	-Miscellaneous	512.48
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-SQ *SASSY SPOON CATERING #418690	513.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-KINGSLEY MEAT & SEAFOOD #418690	532.40
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-SONNY'S BBQ #131 #418690	536.35
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-WAL-MART #1476 #753403	567.00
Oct-14	ADD Spreadsheet A 26264 33023631	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10918853	582.22
Oct-14	FROST BROWN TODD LLC	10918879	-PROFESSIONAL SERVICES	592.00
Oct-14	ADD Spreadsheet A 26264 33023631	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10918854	601.80
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-WM SUPERCENTER #1476 #753403	607.50
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-LOUISVILLE SLUGGER #753403	618.76
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-WALMART.COM #753171	648.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KINGSLEY MEAT & SEAFOOD #418690	665.50
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-PFG*PROFORMA #753403	673.56
Oct-14	Straight, Ronald S	532192	-Employee Recognition	704.00
Oct-14	STOPHER, LARRY W	LARRYW102414	-RETIREE BREAKFAST	734.68
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-WM SUPERCENTER #1476 #753403	742.50
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-FRENCH LICK FB #635319	745.57
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-WM SUPERCENTER #507 #419626	767.27
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-EDIBLE ARRANGEMENTS #419311	782.12
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-WAL-MART #4607 #419626	783.60
Oct-14	KENTUCKY STATE TREASURER	03-NOV-2014 13:51KY U	-37022/1474/2	804.25
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-PFG*PROFORMA #753403	823.28
Oct-14	KELLER AND HECKMAN LLP	10034016	-PROFESSIONAL SERVICES	826.50
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-FREE ENTERPRISE SYSTEM #635319	841.60
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-MRS FIELDS GIFTS #419311	942.13
Oct-14	KELLER AND HECKMAN LLP	10034017	-PROFESSIONAL SERVICES	952.80
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-WM SUPERCENTER #1476 #753403	972.00
Oct-14	Williams, Cheryl A	533205	-Miscellaneous	978.60
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-PAUL'S FRUIT MARKE #635319	980.56
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-DARAE AND FRIENDS CATERIN #418690	1,024.23
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-WALMART.COM #753262	1,066.50
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-ENTERPRISE RENT-A-CAR #418690	1,075.18
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-OC TANNER #326547	1,111.33
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-CUSTOMINK TSHIRTS #419311	1,186.63
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-WALMART.COM #419626	1,241.15
Oct-14	ADD Spreadsheet A 26264 33023631	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10034997	1,486.50
Oct-14	FROST BROWN TODD LLC	10913326	-PROFESSIONAL SERVICES	1,517.00
Oct-14	ADD Spreadsheet A 26264 33023631	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10918877	1,665.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-FAMILY AFFAIR RESTAURA #418690	1,690.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-PFG*PROFORMA #365495	1,752.28
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-PFG*PROFORMA #365495	1,752.28
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KINGSLEY MEAT & SEAFOOD #418690	1,815.00
Oct-14	FROST BROWN TODD LLC	10918878	-PROFESSIONAL SERVICES	1,850.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-ADVENTURE PROMOTIONS #419626	1,895.90
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-STANDARD REGISTER #425854	1,945.62
Oct-14	J BRUCE MILLER LAW GRP	JBM093014A	-PROFESSIONAL SERVICES	2,250.00
Oct-14	ADD Spreadsheet A 26264 33023631	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice JBM103114A	2,250.00
Oct-14	FROST BROWN TODD LLC	10913325	-PROFESSIONAL SERVICES	2,283.27
Oct-14	FROST BROWN TODD LLC	10913324	-PROFESSIONAL SERVICES	2,471.97
Oct-14	NEI GLOBAL RELOCATION COMPANY	424862	-Relocation Services Invoice #424862	2,509.10
Oct-14	ADD Spreadsheet A 26264 33023631	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10034998	2,601.60
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KENTUCKY KINGDOM #419311	2,699.33
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-OC TANNER #326547	2,861.96
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-HUBERS PLANTATION HALL #753403	3,321.21
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KINGSLEY MEAT & SEAFOOD #418690	3,327.50

Oct-14	TAMPLIN & CO	TAMPLI090314	-Tamplin Invoice for Frost middle school	5,376.25
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-L2GGENERAL BUTLER STA #558842	5,802.02
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-FRENCH LICK FD #635319	6,030.91
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-OC TANNER #326547	6,254.82
	CCS_KU_INTRFCE.20141002.21549.txt CCS_KU A 201410			
Oct-14	32764731	CCS_KU USD	Customer Charge - Economic Development	8,579.10
Oct-14	NEI GLOBAL RELOCATION COMPANY	420146	-INVOICE # 420146 - RELOCATION EXPENSES FOR GARZA	9,444.47
Oct-14	MASS PRODUCTION INC	1474	-POWER ONE PROGRAM CAMPAIGN 2014	13,404.12
Oct-14	CAM Spreadsheet A 26759 33014508	J255-0020-1014 Adjustment USD	To reclass to the correct project and task for Gen Services.	14,547.45
	CCS_KU_INTRFCE.20141030.13725.txt CCS_KU A 201410			
Oct-14	32977215	CCS_KU USD	Customer Charge - Economic Development	14,820.85
Nov-13	Labor and Burdens	Labor and Burdens	Labor and Burdens	13,389.27
Dec-13	Labor and Burdens	Labor and Burdens	Labor and Burdens	11,251.72
Jan-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	919.58
Feb-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	3,755.23
Mar-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	1,802.71
Apr-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	1,929.90
May-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	16,635.27
Jun-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	26,539.58
Jul-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	4,472.42
Aug-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	615.06
Sep-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	18,588.41
Oct-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	3,389.94
	Various	Various	Various - Individual Transactions Under \$500	\$42,106.83
	Total Other Deductions			<u>(483,974.67)</u>

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Request for Information
Dated November 14, 2014**

Case No. 2014-00371

Question No. 52

Responding Witness: Edwin R. "Ed" Staton

- Q-52. List all present or proposed research efforts dealing with the pricing of electricity and the current status of such efforts.
- A-52. The Company does not ordinarily conduct original research on electricity prices (i.e. retail rates). However, the Company does subscribe to a number of industry publications which report on retail electric prices (primarily in the form of survey data). The Company expects to continue to subscribe to the same or similar publications in the future. The Company makes every effort to control costs and keep rates low.

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Request for Information
Dated November 14, 2014**

Case No. 2014-00371

Question No. 53

Responding Witness: Paul W. Thompson

Q-53. Provide an analysis of the utility's expenses for research and development activities for the base period and the three most recent calendar years. The analysis should include the following:

- a. Basis of fees paid to research organizations and the utility's portion of the total revenue of each organization. Where the contribution is monthly, provide the current rate and the effective date.
- b. Details of the research activities conducted by each organization.
- c. Details of services and other benefits provided to the utility by each organization.
- d. Annual expenditures of each organization with a basic description of the nature of costs incurred by the organization.
- e. Details of the expected benefits to the utility.

A-53. Research, Development and Demonstration expenses are primarily with the Electric Power Research Institute (EPRI). The EPRI expenses are for collaborative research studies, technology development and demonstration projects. Other expenses associated with specific projects include the University of Kentucky Center for Applied Energy Research (UK CAER), National Electric Energy Testing Research and Applications Center (NEETRAC), and two projects at the University of Texas at Austin. The following amounts for these projects are provided for 2011, 2012, 2013, and the base year (KU's portion).

Year 2011	\$2,521,915
Year 2012	\$2,541,887
Year 2013	\$2,628,075
Base Year	\$2,951,385

- a. Payments to EPRI vary depending on the project sets in which each company wishes to participate. EPRI's pricing is based on different metrics specific to each program (see attachment). Other payments for research are specific to

the work being conducted. For the calendar year 2013 (the most recent data available from EPRI), KUs payments represented 0.7% of EPRI's revenues. For the UK CAER, KU's payments represented 0.6% of UK CAER's revenues for the fiscal year ended June 30, 2014. For the University of Texas at Austin, KU's payments represented 1.7% of the revenue for the two projects. For NEETRAC, KU's payments represented 0.4% of their revenue.

- b. Research projects are related to the operational needs of the different lines of business, such as generation, environmental and transmission. The details of each project set are in the attachment.
- c. EPRI's portfolio of research and development projects is extensive and covers the complete spectrum of activities of interest to most energy suppliers. The purpose of their research program is to find answers and solutions to short and long term problems or questions. A description of the projects KU has elected to fund for the base year are provided in the attachment, both for EPRI and the other organizations.
- d. EPRI's total expenses in calendar year 2013 (the most current information available) were approximately \$350 million for research and development activities. The University of Kentucky, Center for Applied Energy Research total expenses for the fiscal year ended June 30, 2014 were approximately \$15.9 million for research and development activities. The University of Texas at Austin's expenses was effectively its funding from consortium members and grants (\$2.75M). NEETRAC's expenditures were also their funding from members (\$6.5M).
- e. The expected benefits are included in the program descriptions in the attachment.

2014 EPRI Programs (Alphabetically)**Program Title:** Air and Multimedia Toxics Health and Risk Assessment**LG&E and KU Funding:** \$186,276**Total Program Budget:** \$1.8M**Program Description:**

The Electric Power Research Institute's (EPRI's) Air and Multimedia Toxics Health and Risk Assessment (Air Toxics) program provides a comprehensive, stakeholder-oriented approach to technical and policy-related issues. The program is regarded by industry and public agencies as a critical and highly respected source of scientific information on air and multimedia toxics. The research examines all aspects of trace substances, including HAPs, across multiple environmental media (air, land, and water). The program conducts basic health science research to address cutting-edge questions on health effects and public health risk assessment of numerous potentially toxic substances, including mercury, arsenic, lead, acid gases, selenium, nickel, chromium, cadmium, and dioxins and other organics.

Research Value:

The program focuses on fundamental studies and specific applications of the environmental dynamics and health effects at low doses of utility-related air and multimedia toxics in the context of toxics from all sources. In addition, the program carries out integrative studies of toxics from all global sources via air and other pathways through environmental cycling to human exposure and human health risk assessment. The program's objectives allow it to provide forward-looking insight into informing the scientific process as well as public agencies examining the technical basis for regulation. At the same time, Air Toxics issues are a critical component of an integrated approach to environmental planning for power companies.

Program Title: Assessment of Air Quality Impacts on Human Health**LG&E and KU Funding:** \$198,629**Total Program Budget:** \$1.8M**Program Description:**

EPRI's Air Quality Health program delivers information on the health impacts of air pollution to help members, regulators, the public and other stakeholders develop scientifically sound policies and standards for achieving acceptable air quality to protect public health. The program's health effects information, developed from epidemiology, toxicology, and exposure assessment studies, addresses key scientific uncertainties related to health effects of PM, ozone, and other air pollutants. The focus of current research is on determining which components of air pollution—in particular, which components of fine particles—are most closely associated with negative health impacts.

Research Value:

EPRI's Air Quality Health program has the potential to catalyze a paradigm shift in how air pollution, specifically PM, is regulated. The current mass-based approach regulates total PM concentration; however, PM is composed of hundreds of individual components, and there is a growing scientific

consensus that not all of these components are equally toxic. This research addresses key scientific uncertainties to determine which components of air pollution are associated with negative health impacts (and which are not) and generates information to support health risk estimates of air pollution components. The value of the research is in its ability to identify the true causative agents, and the sources of those agents, affecting human health and the environment. EPRI's research provides an enhanced understanding of the health effects of PM components and helps in testing the robustness of those results across different geographical regions. With this program

- air pollution health research considers the full spectrum of pollutants necessary to ensure that public health is adequately protected; further, EPRI is the only research and development (R&D) organization that understands unique electricity sector issues and how they fit into the larger picture of emissions from other sources; and
- peer-reviewed publications on the health effects of specific PM sources and components provide input into regulatory standard-setting processes and inform the broader stakeholder community.

Program Title: Biomass

LG&E and KU Funding: \$64,000

Total Program Budget: \$0.3M

Program Description:

Power produced from biomass offers a renewable, low-carbon-emitting option for dispatchable energy. Additionally, biopower can provide local economic support, coproduct opportunities, and environmental benefits, including restoration. Despite the abundant benefits of biomass-based power, overall development has been somewhat hindered by two critical issues: developing a reliable, sustainable supply chain, and producing cost-effective power with high efficiency. These two issues are the fulcrum of the EPRI's research program, providing context to a set of very complicated, interrelated issues.

Participation in this program also includes results of biomass engineering and economic evaluations as described under the Renewable Energy Economics and Technology Status program.

Research Value:

EPRI's biomass research program provides ongoing insight into the technical feasibility of biomass power options, details the costs of those options, and informs the public debate on environmental matters, especially the carbon footprint of biomass power.

Collaboration in the Biomass program provides value to those organizations that are

- developing biomass power options and are interested in optimizing those assets over the long term;
- contemplating biopower scenarios and need evaluation tools, engineering results, and cost information;
- monitoring biopower developments, comparing generation costs with costs of other renewables, and examining the societal role of biopower; and

- in the biomass supply business as the biopower sector pushes toward lower costs and more-robust, more-sustainable supply chains.

Program Title: Boiler and Turbine Steam and Cycle Chemistry

LG&E and KU Funding: \$86,727

Total Program Budget: \$2M

Program Description:

EPRI's Boiler and Turbine Steam and Cycle Chemistry Program offers guidelines, technology, and training materials to help plant operators manage water-steam chemistry, reduce unplanned outages and operations and maintenance (O&M) costs, and improve unit economics, as well as address chemistry requirements of flexible operation and proper equipment storage.

Research Value:

The industry needs to balance the risks and costs of the largest, most costly equipment, and focus on using proven technologies to create solutions. By using the results of the R&D in this program, members can:

- Improve overall unit availability—losses due to improper chemistry have a 1% or more effect on unit availability
- Reduce steam turbine efficiency losses—chemical and metallic oxide deposits reduce turbine efficiencies by up to 2%
- Reduce chemistry-related boiler tube failures
- Reduce incidence of FAC damage and failures—FAC is both a personnel safety and component availability concern
- Reduce chemistry-related O&M costs
- Improve methods of major equipment preservation and storage
- Reduce incidence of chemistry-related corrosion damage associated with low load and cyclic operation
- Improve world-class or excellent cycle chemistry

Program Title: Boiler Life and Availability Improvement Program

LG&E and KU Funding: \$153,653

Total Program Budget: \$3.5M

Program Description:

EPRI's Boiler Life and Availability Improvement Program uses international collaboration to develop technology and guidance on safe management of boiler component life to ensure high reliability and reduce operation and maintenance (O&M) costs. Efforts focus on advanced inspection techniques for early and accurate identification of component damage; analytical tools to predict remaining life and risk

of in-service failure; and decision-support tools to help balance risk and benefit under a variety of operating scenarios.

Research in this program supports EPRI's Long-Term Operations: Aging Management of Fossil Assets Under Conditions of Flexible Operation R&D roadmap. The goal of the R&D detailed in this roadmap is to produce technologies that can enable continued operation of an aging fleet of fossil fuel plants while adapting to more flexible operations. The difficulty of this challenge is increasing as more small subcritical plants are retired and larger supercritical plants face increasing load-following responsibilities. The program supports this roadmap by performing research to understand flexible operation damage mechanisms from a component and materials standpoint. New designs and life-assessment technologies are being developed to address the needs of the current fleet as well as newer, high-efficiency plants utilizing state-of-the-art materials.

Research Value:

Power generators need to balance the risks and costs of the largest, most costly equipment in the power plant, and focus on using proven technologies to create solutions. By using the results of the R&D in this program, plant owners and operators can:

- Reduce the costs of lost availability due to boiler tube failures from greater than \$10,000/MW/yr to less than \$1,000/MW/yr when program results are applied comprehensively;
- Increase the safety of high-energy and high-temperature piping systems; and
- Increase safety through control of flow-accelerated corrosion (FAC) in fossil plants.

Program Title: CO₂ Capture, Utilization and Storage

LG&E and KU Funding: \$182,799

Total Program Budget: \$1.2M

Program Description:

EPRI's CO₂ Capture, Utilization and Storage program provides information about the expected cost, availability, performance, and technical challenges of a range of flue gas CO₂ capture processes. The program seeks and encourages the development of breakthrough post-combustion CO₂ capture technologies with substantially lower energy and cost penalties. In addition, the program identifies purity requirements for the CO₂ stream discharged by the capture process to ensure compatibility with the compression, transport, and injection processes, and conducts the R&D needed to demonstrate the permanence, safety, and environmental acceptability of long-term CO₂ storage from any power plant source. Also, the program looks at the options for CO₂ utilization including EOR and non-EOR options.

Research Value:

Substantial barriers must be overcome, and technical and societal uncertainties must be resolved, before carbon capture and storage (CCS) can be widely deployed, but the time required for developing such processes can take up to 15 years. Proposed pulverized coal (PC) plants already have been denied permits

in the absence of firm plans to capture and store their CO₂ emissions. This program meets the industry's most urgent near-term needs—information for:

- Credible asset planning through early understanding of the options, development timelines, costs, technical uncertainties, and regulatory, environmental, and related issues;
- Increased confidence that acceptable capture technologies, storage, and utilization options will be available when needed; and
- Use in public dialogue on the practical extent and timing of CO₂ reduction from U.S. power plants, based on neutral, third-party data and assessments from EPRI.

Longer-term, the technology development aspects of this program will enable the power sector to continue to provide affordable electricity using fossil-fuel-fired generating assets in a low-carbon world.

Program Title: Coal Combustion Products – Environmental Issues

LG&E and KU Funding: \$164,122

Total Program Budget: \$1.9M

Program Description:

The CCP Environmental Issues program provides scientific data, engineering knowledge, restoration methods, and other tools for cost-effective soil and groundwater protection associated with fossil fuel-fired power plants and CCP storage, disposal, and use.

Research Value:

Research in this program is designed to minimize environmental impacts from CCP management and to provide corrective measures where impacts have occurred. Annual costs for environmental management of CCPs are expected to increase sharply over the next five to ten years as a result of new regulations for disposal. The U.S. electric power industry currently produces an estimated 135 million tons of CCPs annually. CCP management strategies will need to evolve because of changes in the characteristics of the CCPs, new regulations, and lower thresholds for key constituents.

Program Title: Combined Cycle HRSG and Balance of Plant

LG&E and KU Funding: \$83,090

Total Program Budget: \$2.2M

Program Description:

EPRI's Combined Cycle HRSG and BOP program provides a complete set of technical tools to improve the performance and reliability of combined-cycle HRSGs and BOP equipment. The program includes a background of HRSG design and development, particularly over the last 10 years, in which HRSG designs have become remarkably complex, operating at significantly higher pressures and temperatures. It provides a comprehensive understanding of available designs and tools for preparing procurement

specifications for both new and used HRSG and BOP components based on past research and new technologies.

Research Value:

Projects include unit-specific and pressure-circuit-specific chemical treatment methods and limits; optimal approaches to preventing HRSG tube failure; and methods for life assessment, nondestructive evaluation (NDE) options, welding, and other repair methods. Using the R&D from this program, members can:

- Achieve tube failure rates consistent with their risk tolerance and financial models
- Increase reliability through better understanding of thermal transients
- Increase understanding and control of flow-accelerated corrosion (FAC) through an initial predictive code and other technologies
- Optimize HRSG operational and shutdown chemistry through better understanding of the chemistry cycle
- Identify and correct cycling and thermal transient problems through chemistry cycle guidelines and methods
- Optimize HRSG inspection and repair by using new hardware, NDE guidelines, and techniques for improving access
- Establish inspection routines and life assessments of major components

Program Title: Combined Cycle Turbomachinery

LG&E and KU Funding: \$264,310

Total Program Budget: \$4.2M

Program Description:

EPRI's Combined Cycle Turbomachinery program provides resources to address all aspects of the life management and the operational and maintenance (O&M) improvements of conventional and advanced GTs. It also addresses all aspects of CC plant-wide integration, including specific issues relating to the steam turbine (ST) and generator for CC applications.

Research Value:

Members of this program can use the research and development (R&D) to respond to the issues, challenges, and opportunities in integrating and operating CC assets in a rapidly expanding and changing power generation environment; implement specific and detailed engineering analyses in the areas of CC turbomachinery life assessment, risk management, and improved operation and maintenance of current assets; and gain a thorough understanding of the technologies incorporated in the latest gas turbine and steam turbine offerings for improved decision-making in CC project development.

Program Title: Combustion Performance and Emissions Control

LG&E and KU Funding: \$94,569

Total Program Budget: \$1M

Program Description:

The three general issues addressed in EPRI's Combustion Performance and Emissions Control program include (1) combustion and fuels impacts on boiler tube life; (2) impacts of combustion modifications and fuel quality on emissions; and (3) plant heat rate. All of these issues require an understanding of fuel quality considerations, accurate measurement and control of coal and air flow to individual burners, and improved performance of mills, burners, and other critical combustion- and performance-related hardware. This program provides the knowledge and resources needed to develop, demonstrate, and apply cost-effective combustion-based solutions to resolve these and other combustion- and fuels-related issues.

Research Value:

The Combustion Performance and Emissions Control program focuses on a holistic approach to combustion and fuel quality impacts, including emissions, performance, and reliability.

- Potential to achieve substantial cost savings through improved boiler performance, regain lost capacity, and benefit from increased flexibility in fuel sourcing.
- Avoiding a single forced outage due to fireside corrosion, circumferential cracking, or slagging and fouling can save more than \$1 million per unit.
- Enhancing NO_x reductions with cost-effective combustion modifications, even on units equipped with selective catalytic reduction (SCR) systems, may yield significant revenues in an anticipated NO_x credit market.

Program Title: Continuous Emissions Monitoring

LG&E and KU Funding: \$93,677

Total Program Budget: \$1M

Program Description:

Coal-fired power plants are in increased need of robust, accurate, and certifiable continuous emissions monitors (CEMs) for mercury, particulate matter (PM), acid gases, and potentially selenium. Experience with continuous mercury monitors (CMMs) remains limited, and their operation and maintenance (O&M) are labor-intensive. PM monitors are not yet used routinely, and their calibration currently is cumbersome, while hydrochloric acid (HCl) is not measured continuously. Of particular interest to a number of power companies are instruments that continuously measure solid (filterable) and aerosol (condensable) PM, acid gases (e.g., HCl, hydrofluoric acid [HF], and hydrogen cyanide [HCN]), and ammonia in post-flue gas desulfurization (FGD) stack conditions. Enabling technology needs for these species include:

- Operation and maintenance practices for mercury CEMs that enable operators to approach the O&M now achieved with criteria pollutant CEMS through harvesting the lessons learned by early CMMs users;

- Sampling techniques that lend themselves to the very low pollutant concentrations that may be required by Mercury and Air Toxics Standards (MATS) limits, especially for mercury;
- Acceptable ways to calibrate PM monitors at plants with wet stacks without having to disrupt the operation of the wet SO₂ control;
- Droplet monitors to measure condensables; and
- Direct measurement of mass emissions to overcome the uncertainty of indirect measurements as PM characteristics change.

Research Value:

EPRI's Continuous Emissions Monitoring program helps members evaluate and implement monitoring options to achieve measurement needs using robust, accurate, and easy-to-operate instruments. Benefits include:

- Save months of plant instrument technician and environmental engineer time needed to make newly procured monitoring technologies work;
- Prepare for anticipated mercury measurement requirements below today's proven quantization levels, as well as PM measurements (filterable and condensable) as surrogates for non-mercury metal hazardous air pollutants (HAPs);
- Obtain credible, non-ash-property-dependent particulate mass emission measurements made in the stack to benefit from particulate capture by the SO₂ control;
- Ensure that the American Society of Testing and Materials (ASTM) receives the data needed to adopt a digital opacity method for power plant stacks as an objective alternative to human observations;
- Optimize NO_x and sulfur trioxide (SO₃) control operations, or flue gas conditioning for electrostatic precipitator (ESP) performance, via *in situ* continuous measurement systems for ammonia (NH₃), SO₃, and sulfuric acid; and
- Potentially save hundreds of thousands of dollars per stack if advanced "sensors-on-a-chip" are developed and accepted for power plant applications.

Program Title: Cyber Security and Privacy

LG&E and KU Funding: \$79,709

Total Program Budget: \$1.6M

Program Description:

EPRI's Cyber Security and Privacy program addresses the emerging threats to an interconnected electric sector through cross-sector collaborative research on cyber security technology, standards, and business processes. The program also undertakes collaborative research with industry to assess technologies and controls on data privacy for the electric grid.

Research Value:

The rapid pace of change in the electric sector creates a challenging environment for asset owners and operators to monitor the activities of industry groups, develop an understanding of the security impacts of new technologies, and maintain the right internal resources for assessing technologies. The Cyber Security and Privacy program intends to address this challenge by providing security tools, architectures, guidelines, and testing results to its members.

Participation in EPRI's Cyber Security and Privacy program may provide

- better understanding of industry and government collaborative efforts, and where members should "plug in" to current activities;
- guidance on developing cyber security strategies and selection requirements;
- techniques for assessing and monitoring risk;
- practical approaches to mitigating legacy system risk;
- early identification of security gaps through lab assessments of security technology; and
- technology to support managing cyber incidents and increasing the cyber security resiliency of the grid.

Program Title: Effluent Guidelines and Water Quality Management

LG&E and KU Funding: \$106,105

Total Program Budget: \$1.5M

Program Description:

EPRI's Effluent Guidelines and Water Quality Management program delivers scientific data to characterize power plant wastewaters and conducts data analysis to inform potential revisions to effluent guidelines for the electric power industry. The program also develops sound guidelines for effective management of low-volume, non-ash wastewater streams as well as ash pond chemistry and discharges; provides cost-effective and reliable options for wastewater treatment to remove chemicals such as trace metals; and develops practical tools for biofouling control using nontoxic alternatives to oxidizing biocides such as chlorine.

Research Value:

Program research helps facility owners develop effective effluent guideline compliance strategies. As water discharge permit limits for trace metals and nutrients tighten, power companies require accurate analytical methods, reliable data, and independent performance and cost data for plant wastewater management. In addition, as power plants install air pollution control technologies to meet the new hazardous air pollutant standards, these technologies—such as bromide addition or trona injection—may also impact wastewater and its treatability. Key motivations for this research include the following:

The best scientific data available are needed for developing effluent guideline standards.

- Evaluation of the cross-media impact of air pollution control technologies on wastewater discharges is needed.

- Inaccurate analytical methods may lead to false permit violations, increased capital and operating/maintenance costs for wastewater treatment, and higher likelihood of permit violations.
- Additional water treatment may be required for plants to achieve ash pond permit limits.
- Limited options exist for nonoxidizing alternatives to chlorine.

Program Title: Electric Transportation

LG&E and KU Funding: \$108,510

Total Program Budget: \$1.2M

Program Description:

The first mass-produced PEVs charged at relatively low rates (up to 3.5 kW), traveled between 35 and 75 miles (56 to 120 km) per charge, and had little public infrastructure to support them. Within two years, a battery electric vehicle had been introduced with 265 miles of range alongside a plug-in hybrid electric vehicle (PHEV) with 10 miles of electric range. Charging rates in new vehicle models increased dramatically from 3.5 kW to 6.6–19.2 kW. Electric vehicles from sedans to delivery trucks began to see increased usage in fleets, and thousands of public and workplace charging stations were installed. A "fast" charging network began to emerge, using dc electricity at levels of 50 to 90 kW to charge electric vehicles in as little as 20 minutes. In addition, automotive manufacturers developed the first production charging systems that enable electric vehicles to provide power to the grid.

Nearly all major automakers are reaching out to the utility industry to help develop and standardize infrastructure for recharging PEVs. Utility customers, including local governments, are looking to utilities to provide guidance on the design, location, and installation of charging infrastructure. Utilities need to understand the system impacts and customer requirements associated with plug-in vehicles while conducting the necessary preparations to support the rollout and adoption of PEVs by their residential, commercial, and industrial customers. Electricity is the only potential energy source for transportation that addresses the simultaneous need for fuel diversity, energy security, reductions in greenhouse gas emissions, and improvements in air quality that is widely available and produced domestically. Electric utilities must understand the paradigm shift that will occur with an inevitable transition of transportation energy from petroleum to electricity, as well as their new role as a fuel provider for vehicles. In addition, vehicle fleets can offset high fuel costs and meet environmental requirements by incorporating PHEVs or battery electric vehicles (BEVs) into their operations. Adoption of non-road electric vehicles at customer sites can reduce fuel costs and increase customer satisfaction.

Research Value:

The Electric Transportation program conducts research and development on vehicle and infrastructure technologies that enable the use of electricity as a transportation fuel. The program has played a leading role in the development of PEV technologies that are at the forefront of automotive industry development efforts. The Electric Power Research Institute (EPRI) also serves as a focal point of collaboration between the automotive and utility industries for the development of infrastructure standards, vehicle demonstration programs, and advanced infrastructure technologies. EPRI's non-road electric transportation efforts have demonstrated the cost-effective use of battery electric vehicles in numerous

commercial and industrial applications, and serve as the technical foundation for successful, customer-focused utility non-road electric transportation market expansion programs.

Program Title: Energy Storage

LG&E and KU Funding: \$157,702

Total Program Budget: \$1.6M

Program Description:

Energy storage is attracting increasing interest from utilities and regulators as a flexible grid asset, able to address issues caused by the increasing penetration of variable renewable resources, as well as increase system reliability. Storage may also provide temporary solutions for regional and local capacity shortages, and may provide relief to localized transmission and distribution congestion.

Advances in storage technology, as well as investment in production capacity, have begun to reduce the price of energy storage technologies, bringing them to the verge of cost-effectiveness in some applications. Nevertheless, the cost-benefit relationship for storage is still marginal in most instances, and cost-effective use of storage requires the user to take full advantage of potential benefit streams. The various applications that contribute to the value of storage have different requirements, however, and the ways in which these requirements are coincident or competitive are yet to be understood.

Many of the solutions provided by energy storage may also be possible through the use of distributed generation technologies fueled by natural gas. Technologies such as fuel cells, microturbines and small reciprocating generators are still relatively expensive in terms of installed capital cost, but low fuel costs and opportunities offered by the application of combined-heat-and-power (CHP) architectures may make them increasingly cost-effective options in the future.

While storage and distributed generation options are rapidly maturing and are beginning to become practical in grid applications, there are still significant challenges to overcome:

- Understanding the performance characteristics, cost, and expected service lifetime, as well as the relative maturity, of various storage and distributed generation technologies in grid applications
- Identifying the additional hardware, software, and user interfaces required to implement storage on the grid
- Defining the technical requirements for various applications of energy storage
- Understanding the possible impact on transmission and distribution system planning, as well as construction and operations
- Assessing the various uses of storage, including the performance requirements, cost break-even points, and valuation
- Understanding the effects of policy and regulation on the adoption and cost-effectiveness of storage applications
- Understanding the environmental impact of storage application
- Research projects that address these challenges can help move storage technologies forward and enhance the value of storage to society.

Research Value:

The program's research focuses on facilitating the availability of grid-ready energy storage options for utility applications, as well as informing utilities, regulators, government agencies, and the general public on technical and economic issues, opportunities, and challenges related to the use of utility-scale energy storage and distributed generation.

The EPRI collaborative research environment enables engagement with utilities, technology developers, and other stakeholders to test and evaluate new technologies and products, define functional requirements for energy storage systems, develop tools and methodologies to analyze the effects of storage on the power delivery network and optimize their use, and create approaches that assess the business cases for storage in various applications and regions.

Through this program, utilities, government bodies, storage developers and vendors, electricity end users, and other stakeholders will be better informed about the opportunities and challenges facing electric energy storage and distributed generation technologies and products deployed on the grid.

Program Title: Fish Protection at Steam Electric Power Plants

LG&E and KU Funding: \$113,142

Total Program Budget: \$2.6M

Program Description:

EPRI's fish protection program assesses the effects of thermal power plant cooling system operation on fish and other aquatic life. Results support the development of effective intake and discharge protection approaches for workable operating permits at individual facilities. By improving the technical basis for regulatory, permitting, and operating decisions, this program serves the public interest in effective resource management while meeting industrywide imperatives to control costs, ensure or even exceed environmental compliance, and manage business risks.

Research Value:

EPRI performs extensive research on fish protection technologies for cooling water intake structures. The research has demonstrated the site-specific nature of aquatic impacts, the efficacy of various technologies for different fish and shellfish species, improvements to technologies to enhance survival rates, and technology costs and value of the benefits achieved. This program helps environmental compliance managers and power plant operators effectively manage water resources and protect aquatic communities in accordance with fish protection regulations. Program information may reduce compliance costs, enhance permitting processes, and identify cost-effective management strategies. The research supports the development of viable intake and discharge protection approaches for cost-effective operating permits at individual facilities. It also provides access to new and enhanced fish protection technologies, information on fish protection-related issues, and information on cost, economic, environmental, and electric system impacts of impingement and entrainment reduction standards. The public will benefit from minimized impacts to aquatic environments and cost-effective compliance strategies that will have minimal impact on electricity rates.

EPRI recently completed a study of the estimated costs, benefits, impacts, and environmental consequences of a potential national requirement to retrofit cooling towers on all once-through facilities. The estimated costs exceed \$100 billion on a net present value basis. The results have been used to inform the rulemaking process for the §316(b) water intake regulations to ensure that the final regulations consider all aspects of the issue and technology options. The results from these studies are directly transferable to international applications as well.

Program Title: Fossil Materials and Repair

LG&E and KU Funding: \$138,688

Total Program Budget: \$2.6M

Program Description:

EPRI's Fossil Materials and Repair program provides the integrated materials selection guidance, repair and welding technologies, and corrosion mitigation methods to improve equipment performance, reliability, and safety.

Research in this program supports EPRI's Long-Term Operations: Aging Management of Fossil Assets Under Conditions of Flexible Operation R&D roadmap. The goal of the R&D detailed in this roadmap is to produce technologies that can enable continued operation of an aging fleet of fossil fuel plants while adapting to more flexible operations. The difficulty of this challenge is increasing as more small subcritical plants are retired and larger supercritical plants face increasing load-following responsibilities.

Research in this program also supports EPRI's Near-Zero Emissions roadmaps with a particular connection to the Increased Energy Conversion Efficiency R&D roadmap, through development of high-pressure, high-temperature alloys that can be used in producing advanced ultrasupercritical materials. These materials enable development of new fossil-fueled power plants with much higher combustion efficiencies, resulting in fewer emissions.

Research Value:

Safety and availability loss due to failures are two key issues driving R&D on major fossil power plant components, especially in older plants. Improved efficiency and reliability are two reasons for the selection of new materials for retrofit and new-build projects. EPRI's Materials and Chemistry programs provide data on critical material degradation mechanisms, conduct materials and chemistry-related R&D for advanced generation technologies, and quantify the benefits of improvements. These programs help utilities balance the risks and costs of the largest, most costly equipment, and focus on using new technologies to create solutions. Members of the Fossil Materials and Repair program can use the R&D to:

- Increase availability through better understanding of plant materials;
- Minimize, with the goal to eliminate, repeat failures and equipment damage, and reduce outage frequency and duration by using improved knowledge of damage mechanisms and tools for life-assessment methods;
- Reduce failures from high- and low-temperature corrosion;

- Obtain in-depth knowledge of advanced ferritic and austenitic alloys and processes used to fabricate and join these alloys;
- Use new and advanced repair technologies; and
- Maximize component life through improved materials selection guidance and procurement specifications.

Program Title: Generation Maintenance Applications Center (GenMAC)

LG&E and KU Funding: \$33,028

Total Program Budget: \$0.9M

Program Description:

EPRI's Generation Maintenance Applications Center (GenMAC) program (Program 104) provides practical information for improving plant maintenance-related operations and maintenance (O&M) processes, reliability, and cost through collaboration with participating organizations.

Research Value:

EPRI's Generation Operations and Maintenance programs develop advanced processes and related technologies that support improved plant reliability and reduced maintenance costs. The programs address the key tactical challenges facing plant owners in predictive maintenance, work management, conduct of operations, instrumentation, workforce, condition monitoring, and risk. These programs are highly collaborative in nature, providing forums for EPRI members to jointly resolve issues, improve processes, and identify research gaps. Members of the GenMAC program can use the R&D to:

- Improve reliability through guidelines that present the most current technology-based preventive and condition-based maintenance solutions.
- Find faster solutions to day-to-day maintenance issues, following proven techniques and access to hotline support.
- Develop strategies to resolve urgent problems, using guidelines developed according to member priorities.
- Improve staff knowledge and competence through training that addresses industrywide needs.
- Develop better maintenance practices and reduce human error through the use of clear, easy-to-read guidelines, complete with precautions and tips for error avoidance.
- Make improved maintenance guidance available for the next generation of electrical production equipment, added environmental systems, and balance-of-plant (BOP) components in newly designed power generating units.

Program Title: Integrated Environmental Controls

LG&E and KU Funding: \$384,452

Total Program Budget: \$3M

Program Description:

EPRI's Integrated Environmental Controls (IEC) program develops technologies and provides independent engineering evaluations and performance and cost assessments of systems that holistically control HAPs (such as mercury), particulates, and SO₂, working in an integrated fashion with programs that address the impacts of these systems on effluent discharge, compliance monitoring, and coal combustion product (such as fly ash and gypsum) use.

The ultimate goal of EPRI's Near-Zero Emissions: Hazardous Air Pollutants Compliance R&D roadmap is to produce technologies, such as advanced sorbents, that are capable of achieving "near-zero" levels of HAPS, such as mercury and selenium. The program supports this roadmap by providing real-world data on the performance of existing sorbents and SCR/FGD HAPS co-benefits. As advanced sorbents and other technologies are developed through the roadmap effort, the program will assess these technologies under full-scale conditions.

The ultimate goal of EPRI's Maintaining NZE Throughout Flexible Operations R&D roadmap is to enable emissions compliance throughout the load range (including low load), during load transients, and considering changes in fuel quality and blend ratios. This program supports this roadmap by assessing the performance of environmental control technologies during these conditions. As NZE technologies are developed through the roadmap effort, the intent of the program is to assess these technologies under full-scale conditions.

Research Value:

The program's R&D efforts focus on the development and demonstration of more cost-effective, robust controls for all power plant configurations/fuels that must meet stringent limits for mercury (Hg), non-Hg trace metals, acid gases, and particulates (primarily through the deployment of ESPs and baghouses) in order to support enacted regulations such as Mercury and Air Toxics Standards (MATS), as well as future regulations. Attention will be paid to minimizing the overall costs and risks, including those for the controls; their impacts on criteria air pollutants, liquid discharges, coal combustion products; and system reliability. Program members can benefit through:

- Independent, long-term data to support and weigh the risks of compliance options
- Quantifiable assessments of the impact of cycling and malfunctions on HAPs control effectiveness, as input into compliance strategy analyses
- Solutions for pollutants for which controls are in the process of being developed, such as mercury at plants burning high-sulfur coals, as well as selenium (to minimize wastewater issues)
- Strategies to reduce SO₃
- Lower-cost emerging technologies such as on-site activated carbon production, fixed-structure adsorbents, screens to capture additional particulates downstream of ESPs, etc.
- Flue gas desulfurization (FGD) operational practices, additives, or limestone properties that enhance capture of soluble HAPs

- Comprehensive reviews of emerging multi-pollutant technologies, including capital and operating costs
- Optimized ESP performance to avoid costs of replacement in many applications
- Savings in avoided replacement power costs due to opacity-driven derates
- For baghouses, extended bag life and lower pressure drop through better fabrics
- Continued ash sales and reduced reagent costs through improved operational modifications
- Improved effectiveness of activated carbon mercury control through alternatives to SO₃ flue gas conditioning for high particulate matter (PM) capture in ESPs
- Improved performance of all particulate and SO₂ controls through better O&M practices

Program Title: Maintenance Management & Technology

LG&E and KU Funding: \$124,919

Total Program Budget: \$1.6M

Program Description:

EPRI's Maintenance Management & Technology program helps plant owners and operators address common industry challenges related to maintenance program structure and functionality. EPRI works with top-performing organizations to collaboratively research and develop maintenance processes and technologies that help improve the safety, reliability, and performance of plant staff and equipment. Research projects include efforts to identify causes of potential equipment failures, effectively monitor and assess the condition of equipment, and proactively plan for equipment maintenance. A significant part of these research efforts involves the management and communication of data and information necessary for monitoring and maintaining power plant assets.

Research Value:

EPRI's Maintenance Management & Technology program helps its members transition to, and sustain, the most efficient and effective practices associated with plant maintenance. The key attributes of an optimized program are adoption of information management needed to support a condition-based approach to maintenance, and replacement of costly corrective maintenance with proactive preventive maintenance. The focus of this program is on providing an integrated solution that addresses the needs for processes, technologies, and skilled people, which enables condition-based maintenance. Using the results of this program, members can:

- Achieve operation and maintenance excellence through an integrated approach that includes process improvements, related technologies, and knowledge management;
- Address current issues associated with the need for flexible plant operations, asset retirement, and new reliability standards;
- Better standardize O&M programs, processes, and procedures; and
- Increase plant availability and reliability through improved maintenance management and staff performance.

Program Title: Operations Management & Technology

LG&E and KU Funding: \$128,315

Total Program Budget: \$1.2M

Program Description:

EPRI's Operations Management & Technology program provides a forum for the development and evaluation of new and improved fossil plant operations technologies, work policies, and practices that raise the standards of operational performance.

Research Value:

EPRI's Operations Management & Technology program develops advanced processes and related technologies that support improved plant reliability and reduced costs. The program addresses the key tactical challenges facing fossil plant owners relating to management, conduct of operations, workforce performance, equipment monitoring, and risk. This program is highly collaborative in nature, providing forums for EPRI members to jointly resolve issues, improve processes, and identify research gaps. Members of the program receive:

- Guidelines that provide tools for excellence in plant operations
- Forum for industry information exchange
- Improved plant operations through support from EPRI technical staff
- Opportunities for enhanced plant operations through understanding of new technology applications

Program Title: Overhead Transmission

LG&E and KU Funding: \$69,650

Total Program Budget: \$2.9M

Program Description:

Transmission companies face issues such as improving safety and reliability, as well as reducing operations and maintenance (O&M) costs. They are also seeking ways to increase transmission capacity without making large capital investments. Reducing capital expenditures for new and refurbished equipment is another priority. This EPRI research program is designed to address the research needs of transmission asset owners and operators. The program includes projects focused on specific components (e.g., insulators, compression connectors, conductors, composite poles, and crossarms) as well as projects focused on issues (e.g., lightning and grounding, live working, transmission capacity, and methods to assess the condition of overhead lines). The program delivers a blend of short-term tools such as software, reference guides, and field guides, together with longer-term research such as component-aging tests and the development of sensors for monitoring the performance of line components.

Research Value:

With the knowledge acquired through this research program, program members will have access to information that can provide them:

- improved management of aging transmission line components;
- improved inspection and assessment tools and techniques;
- enhanced lightning performance reliability;
- tools to increase efficiency of transmission line design;
- new live working techniques and procedures;
- schemes to get more capacity out of existing overhead lines;
- improved approaches to selecting, applying, inspecting, and assessing insulators; and
- information on emerging transmission line sensing and inspection technologies.

Program Title: Post-Combustion NO_x Control

LG&E and KU Funding: \$164,820

Total Program Budget: \$1.9M

Program Description:

EPRI's Post-Combustion NO_x Control program focuses on minimizing total costs and maximizing reliability and performance of SCR and other post-combustion NO_x control systems deployed to meet anticipated NO_x and mercury emissions limits.

The ultimate goal of EPRI's Near-Zero Emissions: Cost-Effective and Reliable NO_x Levels R&D roadmap is to produce advanced NO_x control technologies, such as advanced NO_x /ammonia mixing and catalysts formulations, that are capable of achieving "near-zero" NO_x levels. The program supports this roadmap by providing real-world data on the performance of existing SCR systems. This is done through both the P73 base- and supplemental-funded efforts. As advanced mixing methods and catalyst formulations and other technologies are developed through the roadmap effort, the program assesses these technologies under full-scale conditions.

Research Value:

The industry needs documentation of best practices and resolution of critical operability issues to minimize costs and maximize SCR system performance. In addition, in anticipation of more stringent NO_x limits, methods of lowering SCR outlet NO_x levels from both existing and new SCR systems—such as improved reagent/NO_x mixing upstream of the catalyst, advanced instrumentation and control, or improved catalyst formulations—need to be developed and demonstrated. Issues associated with lower-quality fuels (which may contain high levels of arsenic or phosphorous or contain high percentages of sulfur) need to be resolved. Finally, in anticipation of impending mercury and other hazardous air pollutants (HAPS) regulations such as the EPA Mercury and Air Toxics Standard (MATS), SCR duties will be expanded to include co-benefits achieved from maximizing mercury oxidation while concurrently minimizing SO₃ formation.

Program Title: Power Plant Multimedia Toxics Characterization

LG&E and KU Funding: \$207,727

Total Program Budget: \$1.7M

Program Description:

EPRI's Power Plant Multimedia Toxics Characterization program provides methods and tools for measuring and managing potentially toxic emissions and discharges from power plants, and prepares power companies to meet evolving regulations. The program helps industry, the scientific community, and the public evaluate discrete multimedia environmental impacts, as well as the interplay between the receiving media that might result from changes in fuel composition or fuel blend, use of natural gas, implementation of new or enhanced control technologies, or changes in plant operating practices.

Research Value:

This program focuses on clarifying the chemistry and partitioning of pollutants in power plant process streams. EPRI began its power plant toxics characterization research well before the 1990 Clean Air Act Amendments that established HAPs controls. This longevity positions the program as a visionary effort that anticipates issues, helps inform evolving regulations, and develops practical solutions. Characterization of power plant emissions and discharges requires accurate and sensitive analytical methods; where these do not exist, this program supports method development studies. The research enhances understanding of pollutant chemistry and provides methods and tools to accurately characterize the chemicals; this work facilitates development of more-effective control strategies for emissions management. This research also assists with permitting and reporting processes by providing credible emissions data. The program also addresses environmental impacts from use of natural gas as well as alternative fuels such as biomass. The Power Plant Multimedia Toxics Database is the most comprehensive database available on HAPs emissions. It is an online database containing primary information on the concentration and fate of substances in power plant process and discharge streams. While this database has significant value in providing historical information on power plant emissions for regulatory purposes in the United States, there are also direct applications of the data for electric power companies managing pollutants in process streams in the international setting. The program also assists with Toxics Release Inventory (TRI) reporting and record-keeping requirements and helps minimize the cost of overall environmental compliance and management.

Program Title: Renewable Energy Economics and Technology Status

LG&E and KU Funding: \$80,000

Total Program Budget: \$1M

Program Description:

EPRI's Renewable Energy Economics and Technology Status program provides a portfolio of collaborative opportunities that

- Assesses the status, performance, and cost of renewable generating technologies; and

- Conducts targeted research and development to address critical issues relative to the economics of renewable generation resources.

Participation in this program includes results of economic and technology assessments performed for all renewable resource areas, including wind, solar, biomass, geothermal, and waterpower.

Research Value:

Renewable energy resources and their application in generating electricity most often are considered collectively when addressing key drivers in renewable energy deployment, including renewable portfolio standards, energy security, greenhouse gas emission reductions, and other issues. However, wind, solar photovoltaic, solar thermal, biomass, geothermal, and waterpower energy options are largely unrelated technologically; each has its own developmental status, readiness timeline, and economic and technology challenges. EPRI's Renewable Energy Technology Status program assesses the cost-effectiveness of existing renewables technologies and reports on new renewables technologies and applications that could ultimately lead to better performance and cost-competitive renewable generation. This program also provides independent cost and performance information for renewable technologies, helping participants to

- capitalize on market opportunities for renewable compliance and power purchases for improved decision making,
- identify the appropriate role of diverse renewable resources in expanding new and sustainable generation capacity, and
- apply results from research efforts to help guide investments in renewable energy and support long-term generation planning efforts.

Through collaboration with key industry stakeholders, EPRI members guide development and demonstration of technologies that will optimize operating efficiency, reduce overall costs, and facilitate deployment of large-scale renewable generation.

Program Title: Solar

LG&E and KU Funding: \$80,000

Total Program Budget: \$0.9M

Program Description:

EPRI's Solar Program offers a comprehensive collection of projects that span all types of solar power generation technologies. For example, EPRI is undertaking research to assist electricity providers in understanding key factors that may influence the ability of PV plants to deliver high-value power and be effectively integrated within the larger electricity infrastructure as penetration levels increase. EPRI's research program also supports the development of innovative CSP technologies and configurations that can provide firm, dispatchable power at lower cost. The research portfolio addresses industry and societal needs through:

- Cost, performance, and status assessments of solar generating technologies

- O&M guidelines for improved asset management
- Field testing of promising technologies to reduce performance uncertainty and assess reliability
- Grid integration analyses and consideration of plant design, siting, and implementation factors that influence system output and variability
- Feasibility studies and applications analyses to evaluate emerging technology options and assess environmental impacts
- Collaboration with the broader solar industry through workshops, tours, and other events

Research Value:

To facilitate increased deployment of solar technologies, EPRI's plan pursues an improved understanding of technology development, system design, system reliability, and system economics. The key research themes that will significantly improve the information base required for sound decision making include:

- Tracking solar technology and balance of system component development
- Conducting feasibility studies and developing preliminary designs for advanced solar technologies
- Identifying PV project design insights that maximize production and minimize system output variability
- Developing enterprise-wide O&M strategies for distributed and central station plants
- Field testing technologies to characterize performance and reliability
- Monitoring lessons learned from industry demonstration projects

Program Title: Steam Turbines-Generators and Auxiliary Systems

LG&E and KU Funding: \$122,514

Total Program Budget: \$4.3M

Program Description:

EPRI's Steam Turbines-Generators and Auxiliary Systems program supports continuous improvement in the safety and availability of steam turbines, generators, and auxiliary systems. It supports all aspects of turbine-generator component life-cycle management, including evaluation and procurement of system upgrades. This support is accomplished through applied research in component life management, preventive maintenance, condition assessment, and controls.

The program also fosters collaboration among all industry stakeholders to support proactive strategies and best-practice sharing to solve industry reliability issues. The ongoing research and technology transfer activities fully support the needs of member organizations seeking to improve knowledge and effectiveness of new turbine-generator system engineers.

Research in this program supports EPRI's Long-Term Operations: Aging Management of Fossil Assets Under Conditions of Flexible Operation R&D roadmap. The goal of the R&D detailed in this roadmap is to produce technologies that can enable continued operation of an aging fleet of fossil fuel plants while adapting to more flexible operations. The difficulty of this challenge is increasing as more small subcritical plants are retired and larger supercritical plants face increasing load-following responsibilities.

The program supports this roadmap by performing research to understand flexible operation damage mechanisms from a component and materials standpoint. New designs and life-assessment technologies are being developed to address the needs of the current fleet as well as newer, high-efficiency plants utilizing state-of-the-art materials.

Research Value:

Using an integrated approach that incorporates work from related EPRI programs, this program focuses on reducing operations and maintenance (O&M) costs, managing risk, maximizing plant performance, providing technical support for plant staff, and producing information to support upgrade studies and asset management strategies. Research results inform run/repair/replace decisions regarding run/repair/replace and provide detailed guidance for planning and performing critical overhaul and maintenance activities.

By participating in this program, plant operators obtain information that they can use to:

- Reduce maintenance costs
- Maintain high asset availability
- Take proactive measures to lower operating and regulatory risks
- Implement cost-effective thermal performance improvements
- Extend component life
- Increase staff technical expertise and awareness of industry issues

Involvement in the program will help:

- Educate participants about turbine-generator (T-G) issues and solutions
- Provide opportunities to share information with industry experts, engineers, major T-G original equipment manufacturers (OEMs), and vendor/service providers worldwide

Program Title: Substations

LG&E and KU Funding: \$19,572

Total Program Budget: \$2.6M

Program Description:

This program helps substation owners enhance safety, reliability, equipment life, and performance, as well as prioritize their asset investments and allocations of limited resources. It offers a portfolio of tools and technologies such as risk-based asset and fleet management decision support analytics and transformer monitoring. The program also provides knowledge sources such as failure databases and aging models to improve equipment life management and training materials for substation personnel.

Research Value:

This research and development (R&D) program has been grouped into two broad classes: equipment reliability and industry issues. Collectively, the goal is to develop tools, techniques, and methodologies that help improve substation equipment specification, procurement, inspection, assessment, maintenance, and risk-based asset management at a utility. The information provided through the collection of projects in this program will provide members with information that can help with the following:

- Develop risk-based fleet management programs
- Extend equipment life with maintenance guidelines
- Reduce maintenance costs via condition-based maintenance
- Improve sulfur hexafluoride (SF6) management
- Increase awareness of high-impact low-frequency (HILF) events and be better prepared for these events
- Implement predictive maintenance practices for reduced outages
- Reduce failures of critical assets
- Reduce switching errors, increase worker safety, and prevent outages

Program Title: T&D and ROW Environmental Issues

LG&E and KU Funding: \$93,240

Total Program Budget: \$1.5M

Program Description:

EPRI's T&D and ROW Environmental Issues program delivers information, tools, and methods for preventing, characterizing, and remediating soil and water contamination at transmission and distribution (T&D) facilities, as well as for designing and retrofitting T&D facilities. Data and products from the program support development of scientifically sound regulations and cleanup standards for chemicals associated with T&D and ROW facilities and operations, as well as providing engineering, science, and business tools to aid in their management. The program also provides balanced, cost-effective solutions for addressing the economic and environmental challenges of siting, developing, managing, and upgrading T&D ROWs. Innovative tools, practical guidance, and state-of-the-art information help companies control ROW costs and improve service reliability while protecting natural resources and addressing public, regulatory, and other stakeholder concerns.

Research Value:

Program research has documented savings of \$10 million per year industrywide for used oil management, \$1.5 billion per year for management of creosote and pentachlorophenol utility poles as nonhazardous waste, and \$500,000 at a single site by demonstration of the true risk of a mineral oil spill. The program also helped save one company \$1 million in spill prevention, control, and countermeasure (SPCC) regulatory compliance costs. Program research also expedites transmission line siting and ensures system reliability by addressing ecological issues associated with vegetation management standards, reducing ROW maintenance costs, and enhancing ecological value through Integrated Vegetation Management

(IVM). The program also improves a utility's ability to assess and prevent bird strike impacts, enhances ecosystems along T&D ROWs, and provides materials to help companies communicate with regulators and address public concerns. This program provides

- scientific information and data to help power companies make cost-effective decisions on T&D ROW equipment life-cycle management choices and remedial approaches, based upon environmental risk factors;
- characterization information on substances related to environmental and human health risk, and strategies to reduce financial risk and operations and management costs;
- constructive engagement on federal oversight of transmission vegetation management, and information for regulatory development; and
- opportunities for proactive environmental management to decrease potential for outages and fines, and shorter time frames for siting new transmission lines.

EPRI Supplemental Projects (During Base Year)

Date	Description	Amount
3/4/2014	Educating Power Engineers for a Future Distribution Grid	\$62,500
3/26/2014	Continuing Generation NDE Prof	\$7,500
5/20/2014	Weld Repair of Grade 91 Piping & Components -- Technology Transfer	\$10,000
6/1/2014	Pond Closure Research Phase II	\$50,000
8/14/2014	Steam Path Copper Transport Mitigation	\$30,000
8/14/2014	Cyber Security Solutions for Instrumentation and Control Systems	\$25,000
10/21/2014	Wet Electrostatic Precipitator (WESP) Integrated Environmental Evaluation	\$20,000
11/1/2014	Customer Service Plan Preferences	\$17,500
11/6/2014	Evaluation of Unmanned Aerial Systems (UAS) for Transmission Lines â€“ Phase 2	\$20,000
11/11/2014	A Systematic Approach to Reduce Power Plant Auxiliary Power	\$45,000
11/13/2014	Penetration Testing Tools	\$20,000
11/17/2014	Evaluation of Steam Side Conditions Leading to Waterwall Circumferential Cracking	\$25,000
11/19/2014	Transmission Grid Resiliency	\$45,000
11/26/2014	Distribution Grid Resiliency	\$26,000

Non-EPRI Research Projects

Program Title: Carbon Management Research Group (CMRG) at the University of Kentucky Center for Applied Energy Research (UK-CAER)

LG&E and KU Funding: \$200,000

Total Program Budget: \$8.5M (\$15.9M for entire UK-CAER)

Program Description and Benefit:

This multi-year project investigates carbon management through a consortium (the CMRG) composed of LG&E and KU, Electric Power Research Institute (EPRI-Palo Alto, CA), Kentucky Power (AEP), Duke Energy, the University of Kentucky, and the Kentucky Cabinet for Energy & Environment. This research investigates post-combustion CO₂ capture process for the existing coal-fired fleet and involves the development and heat optimization of an amine-based CO₂ Scrubber Process, including the evaluation and development of an integrated CO₂ Capture/Fertilizer Byproduct Process. In-situ Oxy-fuel Combustion CO₂ purification process for the future power plant will be investigated using Pressurized Chemical Looping Combustion Combined Cycle (PCLC-CC) approach. The end result of this work will provide Process Simulation and Optimization of CO₂ Capture Technologies for Existing Power Plants.

UK-CAER was awarded \$14,500,000 from the Department of Energy using cost share funding from the CMRG for a slipstream pilot plant at the E. W. Brown Generating Station. This is about 10 times larger than the “bench-scale” project currently undertaken and moves the process closer to scale-up and proof of concept.

Insight into the application of CO₂ Capture Process will provide planning and verification of potential technologies to remove carbon from flue gas streams. This information will provide a basis for decision making and economic feasibility evaluations. The energy requirements and affect to plant efficiency are evaluated.

Program Title: Carbon Capture Pilot Plant Project (C2P3) and the Texas Carbon Management Research Group (TxCMP)

LG&E and KU Funding: \$75,000

Total Program Budget: \$2.75M

Program Description and Benefit:

TxCMP includes 17 Ph.D. students, 2 M.S. student, 4 faculty, and 2 professionals working on CO₂ rate and solubility measurements, amine degradation, systems modeling, pilot plant testing, sequestration modeling, and systems analysis. The effort is currently funded from 33 sponsors within the TxCMP and other affiliated activities, including 10 process suppliers (Alstom Power, Babcock & Wilcox, Doosan-Babcock, GTC Technology, IFP, Shell /Cansolv, Mitsubishi Heavy Industries, URS, Powerspan, HTC PureEnergy), 8 power companies (NRG Energy, Southern Company, SaskPower, RWEnpower, E.ON, EPRI, Arch Coal, LG&E and KU), 6 oil companies (Aramco, Chevron, Phillips 66, ExxonMobil, Total, Statoil), 8 others (AspenTech, Codexis, GE, Huntsman Chemical, CSIRO, DOE, DNV, TNO) and one equipment donor (Emerson).

C2P3 is testing at 0.1 to 0.5 MW the innovative solvent and process concepts developed by the TxCMP at the University of Texas. The existing pilot plant in the Separations Research Program (SRP) at the Pickle Research Campus will demonstrate energy and mass transfer performance with air/CO₂ in campaigns that last for 3 to 6 weeks. Two or more additional pilot plants will be used to provide real coal-fired flue gas at 0.1 and 0.5 MW to test solvent robustness for 3 to 6 months. Australia is funding a 0.1 MW pilot plant at Tarong that will be managed by CSIRO. The U.S. DOE is funding a 0.5 MW pilot plant at the National Carbon Test Center managed by Southern Company at Wilsonville, Alabama. Both of these programs have agreed to consider concentrated piperazine in their testing.

TxCMP has established that concentrated piperazine is a superior solvent with twice the capacity and CO₂ absorption rate of 30 wt % monoethanolamine and excellent thermal and oxidative stability. Concentrated (8 m) piperazine with high temperature/pressure regeneration has proven to be an effective alternative in three pilot campaigns at SRP.

The DOE is providing \$3 million as comprehensive funding for these pilot plant activities. URS is the lead contractor on this DOE effort. Trimeric and the University are subcontractors. This proposal includes 20% cost-sharing from the C2P3. Long term operation at Tarong will be supported by the Australian government and at Wilsonville by DOE.

Program Title: National Electric Energy Testing Research and Application Center (NEETRAC) at Georgia Institute of Technology

LG&E and KU Funding: \$47,000

Total Program Budget: \$6.5M

Program Description and Benefit:

NEETRAC is a self-supporting, membership based center within the School of Electrical and Computer Engineering at Georgia Tech. The goal is to help the electric utility industry solve the everyday problems associated with the complex task of transmitting and distributing electric energy reliably and efficiently. NEETRAC staff and facilities combine with the significant technological resources of Georgia Tech to provide a wide array of analytical, engineering, research and testing services – on both collaborative and proprietary projects. NEETRAC has high voltage, medium voltage, environmental and mechanical testing facilities for evaluating a wide variety of transmission and distribution system components.

NEETRAC's engineers and technicians have many years of experience conducting goal-oriented research and testing projects for the electric power industry. They work with electric utilities and their suppliers to solve problems related to the transmission, distribution and utilization of electric energy. They are actively involved in industry committees (ASTM, IEEE, ANSI, AEIC and others) that write many of the standards and specifications used to evaluate electric utility products.

Outside of their day-to-day services NEETRAC conducts research on different technology to improve the safety and reliability of T&D as well reduce costs. Some recent projects include:

- Stick-on sensor technology

- Next generation PMU evaluation
- On-line condition assessment of aging CCVTs and carrier traps
- Thermochromatic pain monitoring
- Smart power grid test-bed for cyber security evaluation
- Transmission line traveling wave characteristics for optimizing arrester placement

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Request for Information
Dated November 14, 2014**

Case No. 2014-00371

Question No. 54

Responding Witness: Robert M. Conroy

Q-54. Provide the following information concerning the costs for the preparation of this case:

- a. A detailed schedule of expenses incurred to date for the following categories:
 - (1) Accounting;
 - (2) Engineering;
 - (3) Legal;
 - (4) Consultants; and
 - (5) Other Expenses (Identify separately).

For each category, the schedule should include the date of each transaction, check number or other document reference, the vendor, the hours worked, the rates per hour, amount, a description of the services performed, and the account number in which the expenditure was recorded. Provide copies of contracts or other documentation that support charges incurred in the preparation of this case. Identify any costs incurred for this case that occurred during the base period.

- b. An itemized estimate of the total cost to be incurred for this case. Expenses should be broken down into the same categories as identified in (a) above, with an estimate of the hours to be worked and the rates per hour. Include a detailed explanation of how the estimate was determined, along with all supporting workpapers and calculations.
- c. Provide monthly updates of the actual costs incurred in conjunction with this rate case, reported in the manner requested in (a) above. Updates will be due when the utility files its monthly financial statements with the Commission, through the month of the public hearing.

A-54. a. See attached. The Company transitioned to all-electronic billing through Serengeti for outside legal services and no longer receives paper invoices. Therefore, supporting documentation from Serengeti is provided in the attachment that includes the above requested information for legal services.

- b. See attached.
- c. The Company will provide monthly updates as requested.

KENTUCKY UTILITIES COMPANY

CASE NO. 2014-00371

Schedule of Rate Case Preparation Costs

Response to Commission's Order

Dated November 14, 2014

Question No. 54 (a)

Responding Witness: Robert Conroy

Date	Invoice #	Vendor Name	Hours (1)	Rate/Hr	Amount	Description	Account
25-Feb-14	776300	STOLL KEENON OGDEN	22.04	261.72	5,768.80	Professional legal services	182335
21-Mar-14	778150	STOLL KEENON OGDEN	41.52	269.54	11,190.30	Professional legal services	182335
21-Apr-14	779447	STOLL KEENON OGDEN	56.07	272.20	15,261.56	Professional legal services	182335
20-May-14	783195	STOLL KEENON OGDEN	15.03	306.84	4,612.84	Professional legal services	182335
19-Jun-14	785345	STOLL KEENON OGDEN	29.85	236.59	7,063.02	Professional legal services	182335
16-Jul-14	786216	STOLL KEENON OGDEN	40.71	302.41	12,312.17	Professional legal services	182335
21-Aug-14	790486	STOLL KEENON OGDEN	115.40	282.87	32,642.97	Professional legal services	182335
22-Sep-14	792296	STOLL KEENON OGDEN	183.93	289.50	53,249.25	Professional legal services	182335
SUBTOTAL LEGAL OUTSIDE COUNSEL KU ELECTRIC					142,100.91		
TOTAL LEGAL OUTSIDE COUNSEL KU ELECTRIC					142,100.91		
2-Jun-14	62014-2	THE PRIME GROUP LLC	3.75	98.13	367.50	Consulting work related to the upcoming rate case	182335
1-Jul-14	72014-2	THE PRIME GROUP LLC	5.62	164.28	922.87	Consulting work related to the upcoming rate case	182335
1-Aug-14	82014-1	THE PRIME GROUP LLC	51.36	178.13	9,148.50	Cost of service and rate design development	182335
2-Sep-14	92014-1	THE PRIME GROUP LLC	10.97	84.11	922.50	Forecasted test year discussions	182335
1-Oct-14	102014-1	THE PRIME GROUP LLC	33.17	85.02	2,820.00	Consulting work related to the upcoming rate case	182335
31-Jul-14	FINANC073114	FINANCIAL CONCEPTS AND APPLICATIONS INC	1.34	420.00	561.75	Research, analysis and testimony preparation	182335
31-Aug-14	FINANC083114	FINANCIAL CONCEPTS AND APPLICATIONS INC	5.35	330.00	1,765.50	Research, analysis and testimony preparation	182335
SUBTOTAL CONSULTANTS KU ELECTRIC					16,508.62		
TOTAL CONSULTANTS KU ELECTRIC					16,508.62		
SUBTOTAL SUPPLIES/SERVICES - OTHER KU ELECTRIC					-		
TOTAL SUPPLIES/SERVICES - OTHER KU ELECTRIC					-		
TOTAL RATE CASE EXPENSES @ 10/31/2014					158,609.53		

Note (1) - Hours are calculated based on information provided on the billing statement.

INVOICE

Invoice Information

Firm/Vendor: Stoll Keenon Ogden
Office: Payment Address
Invoice Number: 776300
Date of Invoice: 02/25/2014
Billing Period: 01/08/2014 - 01/29/2014
Date Posted: 02/25/2014
Invoice Description/Comment: 2014 KY Base Rate Case

Amount Approved

Approved Total \$10,782.80
Invoice Currency: USD
Date Approved: 03/06/2014
Final Approver: Dot O'Brien
Approved Fees \$10,782.80
Approved Expenses \$0.00
Comments to AP: LEGAL SERVICES

Accounting Code Allocations

<u>Project</u>	<u>Task</u>	<u>Type</u>	<u>Org</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
125973	KU RC-EL 2014	0321	026900	\$5,768.80	53.5%	
125974	LGE RC-GS 2014	0321	026900	\$1,002.80	9.3%	
125975	LGE RC-EL 2014	0321	026900	\$4,011.20	37.2%	

Vendor Address & Tax Information in Serengeti Tracker

Stoll Keenon Ogden
Post Office Box 11969
Lexington, KY 40509

Tel: 502-333-6000
Fax: 502-333-6099

Remittance Address

Same as mail address

Vendor Tax ID: XXXXXXXXXX

VAT ID: --

GST ID: --

HST ID: --

PST ID: --

Amount Billed

Billed Total **\$10,782.80**

Invoice Currency: USD

Billed Fees \$10,782.80

Billed Expenses \$0.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	02/25/2014	\$10,782.80	
Kathy Wilson	Approved	02/25/2014	\$10,782.80	
Allyson Sturgeon	Approved	02/27/2014	\$10,782.80	
Dot O'Brien	Approved	03/05/2014	\$10,782.80	
Kathy Wilson	AP Reviewed	03/06/2014	\$10,782.80	
Kathy Wilson	AP Batch Run	03/06/2014	\$10,782.80	Batch ID: 001000216 (Sent to AP: 03/06/2014 8:08:01 AM)

Additional Financial Information

Oracle Vendor Number: 40033
Vendor Pay Site: PY-LEXINGTON
Name of Invoice File in .Zip: Stoll Keenon Ogden - 776300.html
Comments to Firm:
AP Route: Default AP Route

Matter Information

Matter Name (Short): Rate Case Kentucky 2014
Matter ID: 31128
Lead Company Person: Sturgeon, Allyson
Organizational Unit: LKE > KU and LG&E > Corporate
Practice Group: LKE Legal > Regulatory > State
Law Firm Matter No.: 148073
Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
01/08/2014 -	Preparation for and attend meeting at LG&E/KU with Ms. Sturgeon re cost of service consultant; follow-up on same.	Riggs, Kendrick	2	\$368.00				\$736.00
01/09/2014 -	Work to prepare for January 29 rate case planning meeting.	Crosby, III, W. Duncan	1.1	\$230.00				\$253.00
01/09/2014 -	Analysis of new rate case issues.	Riggs, Kendrick	0.8	\$368.00				\$294.40
01/09/2014 -	Analysis of new rate case issues.	Riggs, Kendrick	0.7	\$368.00				\$257.60
01/09/2014 -	Rate Case Research - testimony from prior Delmarva Power rate case regarding unbundled demand rates	Mandlehr, Joseph	1.7	\$176.00				\$299.20
01/14/2014 -	Rate Case Research - Delmarva testimony from prior rate case	Mandlehr, Joseph	1.2	\$176.00				\$211.20
01/15/2014 -	Rate Case Research - past Delmarva rate cases involved modified straight fixed variable rate designs.	Mandlehr, Joseph	1.5	\$176.00				\$264.00
01/16/2014 -	Reviewed prior rate case memos regarding lessons learned, issues to consider, and rate case application and notice checklists	Mandlehr, Joseph	2	\$176.00				\$352.00
01/16/2014 -	Work on rate case prep memo research.	Crosby, III, W. Duncan	2	\$230.00				\$460.00
01/17/2014 -	Reviewed prior rate case lessons learned and issues memos, meeting with legal team to discuss rate case preparations	Mandlehr, Joseph	2	\$176.00				\$352.00
01/17/2014 -	Work on rate case strategy memo.	Crosby, III, W. Duncan	5.8	\$230.00				\$1,334.00
01/17/2014 -	Analysis of potential regulatory and legal issues for possible rate case filing.	Riggs, Kendrick	2	\$368.00				\$736.00
01/20/2014 -	Attention to possible rate case issues, including litigation hold issues.	Riggs, Kendrick	0.8	\$368.00				\$294.40
01/21/2014 -	Rate Case Research - updated PSC checklist to reflect changes in 2013 regulations book, researched Sierra Club activity at the PSC in the last 6 months, researched PSC cases involving fixed variable rates	Mandlehr, Joseph	3.1	\$176.00				\$545.60
01/22/2014 -	Rate Case Research - completed PSC search of Sierra Club activity.	Mandlehr, Joseph	1.1	\$176.00				\$193.60
01/23/2014 -	Work on rate case checklist memo.	Crosby, III, W. Duncan	3.1	\$230.00				\$713.00
01/23/2014 -	Analysis of rate case issues; preparation for meeting with client re same.	Riggs, Kendrick	1.4	\$368.00				\$515.20
01/27/2014 -	Preparation for and attend meeting at LG&E/KU with Ms. Sturgeon and state regulation re rate case issues.	Riggs, Kendrick	2	\$368.00				\$736.00
01/29/2014 -	Rate case planning meeting; preparation for meeting.	Crosby, III, W. Duncan	3	\$230.00				\$690.00
01/29/2014 -	Prepare for and attend meeting at LG&E/KU with Ms. Sturgeon and state regulation re rate case strategy discussion.	Riggs, Kendrick	4.2	\$368.00				\$1,545.60

INVOICE

Invoice Information

Firm/Vendor: Stoll Keenon Ogden
Office: Payment Address
Invoice Number: 778150
Date of Invoice: 03/21/2014
Billing Period: 02/03/2014 - 02/28/2014
Date Posted: 03/21/2014
Invoice Description/Comment: 2014 KY Base Rate Case

Amount Approved

Approved Total \$20,916.44
Invoice Currency: USD
Date Approved: 04/03/2014
Final Approver: Dot O'Brien
Approved Fees \$20,848.40
Approved Expenses \$68.04
Comments to AP: LEGAL SERVICES

Accounting Code Allocations

<u>Project</u>	<u>Task</u>	<u>Type</u>	<u>Org</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
125973	KU RC-EL 2014	0321	026900	\$11,190.30	53.5%	
125974	LGE RC-GS 2014	0321	026900	\$1,945.23	9.3%	
125975	LGE RC-EL 2014	0321	026900	\$7,780.92	37.2%	

Vendor Address & Tax Information in Serengeti Tracker

Stoll Keenon Ogden
Post Office Box 11969
Lexington, KY 40509

Tel: 502-333-6000
Fax: 502-333-6099

Remittance Address

Same as mail address

Vendor Tax ID: XXXXXXXXXX

VAT ID: --

GST ID: --

HST ID: --

PST ID: --

Amount Billed

Billed Total **\$20,916.44**

Invoice Currency: USD

Billed Fees \$20,848.40

Billed Expenses \$68.04

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	03/21/2014	\$20,916.44	
Kathy Wilson	Approved	03/21/2014	\$20,916.44	
Allyson Sturgeon	Approved	03/21/2014	\$20,916.44	
Dot O'Brien	Approved	03/31/2014	\$20,916.44	
Kathy Wilson	AP Reviewed	04/03/2014	\$20,916.44	
Kathy Wilson	AP Batch Run	04/03/2014	\$20,916.44	Batch ID: 001000221 (Sent to AP: 04/03/2014 11:52:11 AM)

Additional Financial Information

Oracle Vendor Number: 40033

Vendor Pay Site: PY-LEXINGTON

Name of Invoice File in .Zip: Stoll Keenon Ogden - 778150.html

Comments to Firm:

AP Route: Default AP Route

Matter Information

Matter Name (Short): Rate Case Kentucky 2014

Matter ID: 31128

Lead Company Person: Sturgeon, Allyson

Organizational Unit: LKE > KU and LG&E > Corporate

Practice Group: LKE Legal > Regulatory > State

Law Firm Matter No.: 148073

Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
02/03/2014 -		Telephone conference with Ms. Sturgeon re possible issues in case; work on memorandum re outline of testimony.	Riggs, Kendrick	1.1	\$368.00				\$404.80
02/03/2014 -		Work on testimony outline.	Crosby, III, W. Duncan	0.7	\$230.00				\$161.00
02/04/2014 -		Draft of rate case testimony outline.	Crosby, III, W. Duncan	2.8	\$230.00				\$644.00
02/05/2014 -		Work on testimony outline.	Crosby, III, W. Duncan	0.3	\$230.00				\$69.00
02/06/2014 -		Work on draft outline of testimony.	Riggs, Kendrick	2.6	\$368.00				\$956.80
02/06/2014 -		Work on rate case testimony outline.	Crosby, III, W. Duncan	0.9	\$230.00				\$207.00
02/07/2014 -		Work on testimony outline.	Crosby, III, W. Duncan	0.6	\$230.00				\$138.00
02/10/2014 -		Analysis of research re accounting issue.	Riggs, Kendrick	0.5	\$368.00				\$184.00
02/10/2014 -		Research state/federal precedent on accounting issue after plant placed in service	Wuetcher, Gerald	4.4	\$250.00				\$1,100.00
02/11/2014 -		Research state/federal precedent on accounting issue on post-in-service plant	Wuetcher, Gerald	7.5	\$250.00				\$1,875.00
02/12/2014 -		Research state/federal precedent on accounting issue after plant placed into service	Wuetcher, Gerald	7.5	\$250.00				\$1,875.00
02/13/2014 -		Research state/federal precedent on accounting/ratemaking treatment for in-service plant	Wuetcher, Gerald	6.3	\$250.00				\$1,575.00
02/14/2014 -		Prepare memorandum on state/federal precedent on accounting/ratemaking treatment for accounting issue on in-service plant	Wuetcher, Gerald	6.2	\$250.00				\$1,550.00
02/14/2014 -		Review test year correspondence; analyze test year issues.	Ingram, III, Lindsey	2	\$295.00				\$590.00
02/14/2014 -		Preparation for and attend meeting at LG&E/KU with Ms. Sturgeon and State Regulation re rate case issues.	Riggs, Kendrick	3	\$368.00				\$1,104.00
02/14/2014 -		Research test year issues.	Braun, Monica	1.5	\$189.00				\$283.50
02/17/2014 -		Analysis of test year issues.	Braun, Monica	0.1	\$189.00				\$18.90
02/18/2014 -		Further analysis of test year filing requirements; rate base calculations; work on accounting/ratemaking issues.	Braun, Monica	2.1	\$189.00				\$396.90
02/18/2014 -		Prepare for and attend meeting regarding test year considerations.	Ingram, III, Lindsey	2	\$295.00				\$590.00
02/18/2014 -		Work on revisions re PSC regulation for test period	Wuetcher, Gerald	0.2	\$250.00				\$50.00
02/18/2014 -		Work of analysis of test year and accounting for capital expenditure issues.	Riggs, Kendrick	1.8	\$368.00				\$662.40
02/19/2014 -		Continue work on test year issues.	Ingram, III, Lindsey	0.5	\$295.00				\$147.50
02/19/2014 -		Review 807 KAR 5:001; prepare comparison of test period filing requirements	Wuetcher, Gerald	6	\$250.00				\$1,500.00
02/19/2014 -		Prepare for and attend meeting at LG&E/KU with Ms. Sturgeon re executive testimony.	Riggs, Kendrick	1.5	\$368.00				\$552.00
02/20/2014 -		Further analysis of filing requirements for test period	Wuetcher, Gerald	0.5	\$250.00				\$125.00
02/20/2014 -		Draft memo on various issues related to test years; revise test year calculator	Braun, Monica	5	\$189.00				\$945.00

02/20/2014 -	Analysis of test year and return on capital issues.	Riggs, Kendrick	1	\$368.00	\$368.00
02/21/2014 -	Research case files of how other utilities have prepared adjustments in test year cases	Braun, Monica	1.7	\$189.00	\$321.30
02/21/2014 -	Analysis of rate case issues re test year and return on capital issues; work on same.	Riggs, Kendrick	2	\$368.00	\$736.00
02/22/2014 -	Prepare and send email re test year issues to Ms. Sturgeon; prepare and send email re return on capital to Ms. Sturgeon.	Riggs, Kendrick	1.8	\$368.00	\$662.40
02/27/2014 -	Begin review of Mr. Arbough's previous testimony.	Hendricks, J. Wade	0.6	\$305.00	\$183.00
02/27/2014 -	Send test year calculator with revisions to Ms. Sturgeon.	Braun, Monica	0.1	\$189.00	\$18.90
02/28/2014 -	Review of previous testimony and exhibits	Hendricks, J. Wade	2.8	\$305.00	\$854.00
02/03/2014 E110 - Out-of-town Travel	Lodging, parking and etc. Reimburse 2/3/14 parking for meeting at LG&E/KU VENDOR: Riggs, Kendrick R; INVOICE#: 021414; DATE: 2/14/2014	Riggs, Kendrick	1	\$5.00	\$5.00
02/10/2014 E106 - Online Research	Lexis Charges	Firm, SKO	1	\$29.04	\$29.04
02/11/2014 E106 - Online Research	Lexis Charges	Firm, SKO	1	\$28.80	\$28.80
02/13/2014 E106 - Online Research	Lexis Charges	Wuetcher, Gerald	1	\$2.08	\$2.08
02/14/2014 E106 - Online Research	Lexis Charges	Wuetcher, Gerald	1	\$3.12	\$3.12

INVOICE

Invoice Information

Firm/Vendor: Stoll Keenon Ogden
Office: Payment Address
Invoice Number: 779447
Date of Invoice: 04/21/2014
Billing Period: 03/03/2014 - 03/31/2014
Date Posted: 04/21/2014
Invoice Description/Comment: 2014 KY Base Rate Case

Amount Approved

Approved Total \$28,526.28
Invoice Currency: USD
Date Approved: 05/05/2014
Final Approver: Dot O'Brien
Approved Fees \$28,282.80
Approved Expenses \$243.48
Comments to AP: LEGAL SERVICES

Accounting Code Allocations

<u>Project</u>	<u>Task</u>	<u>Type</u>	<u>Org</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
125973	KU RC-EL 2014	0321	026900	\$15,261.56	53.5%	
125974	LGE RC-GS 2014	0321	026900	\$2,652.94	9.3%	
125975	LGE RC-EL 2014	0321	026900	\$10,611.78	37.2%	

Vendor Address & Tax Information in Serengeti Tracker

Stoll Keenon Ogden
Post Office Box 11969
Lexington, KY 40509

Tel: 502-333-6000
Fax: 502-333-6099

Remittance Address

Same as mail address

Vendor Tax ID: XXXXXXXXXX

VAT ID: --

GST ID: --

HST ID: --

PST ID: --

Amount Billed

Billed Total **\$28,526.28**

Invoice Currency: USD

Billed Fees \$28,282.80

Billed Expenses \$243.48

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	04/21/2014	\$28,526.28	
Kathy Wilson	Approved	04/21/2014	\$28,526.28	
Allyson Sturgeon	Approved	04/22/2014	\$28,526.28	
Dot O'Brien	Approved	04/30/2014	\$28,526.28	
Kathy Wilson	AP Reviewed	05/05/2014	\$28,526.28	
Kathy Wilson	AP Batch Run	05/05/2014	\$28,526.28	Batch ID: 001000225 (Sent to AP: 05/05/2014 11:16:19 AM)

Additional Financial Information

Oracle Vendor Number: 40033

Vendor Pay Site: PY-LEXINGTON

Name of Invoice File in .Zip: Stoll Keenon Ogden - 779447.html

Comments to Firm:

AP Route: Default AP Route

Matter Information

Matter Name (Short): Rate Case Kentucky 2014

Matter ID: 31128

Lead Company Person: Sturgeon, Allyson

Organizational Unit: LKE > KU and LG&E > Corporate

Practice Group: LKE Legal > Regulatory > State

Law Firm Matter No.: 148073

Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
03/03/2014 -		Preparation for and attend meeting at LG&E/KU re test year option issues; follow-up on same.	Riggs, Kendrick	3.5	\$368.00				\$1,288.00
03/03/2014 -		Review of 10k and prior rate case testimony for work on Arbough testimony	Hendricks, J. Wade	4.6	\$305.00				\$1,403.00
03/03/2014 -		Calculate base period and base period update based on forecasted filing date	Braun, Monica	0.3	\$189.00				\$56.70
03/04/2014 -		Review memo regarding test year options; research how certain expenditures have been treated in test year cases	Braun, Monica	1.1	\$189.00				\$207.90
03/04/2014 -		Work on analysis of test year option-issues; travel to and attend test year meeting with client; meeting with Ms. Schroeder re detailed filing questions re same	Ingram, III, Lindsey	7.7	\$295.00				\$2,271.50
03/04/2014 -		Review memo regarding test period options; prepare comments and email same.	Wuetcher, Gerald	1	\$250.00				\$250.00
03/04/2014 -		Analysis of rate case issues; attend meetings at LG&E/KU with Ms. Sturgeon and others re same.	Riggs, Kendrick	5.7	\$368.00				\$2,097.60
03/04/2014 -		Prepared for and meeting with Mr. Arbough and other company representatives; begin review of Moody's materials	Hendricks, J. Wade	2.4	\$305.00				\$732.00
03/05/2014 -		Review financing/analysis material received from Mr. Arbough	Hendricks, J. Wade	1.6	\$305.00				\$488.00
03/05/2014 -		Analysis of rate case issues; attend meeting at LG&E/KU with Ms. Sturgeon and state regulation re same; prepare, revise and send memorandum re same.	Riggs, Kendrick	8.4	\$368.00				\$3,091.20
03/05/2014 -		Research post-test year adjustments; revise memorandum; research adjustment issues	Braun, Monica	3.1	\$189.00				\$585.90
03/06/2014 -		Telephone conference with Ms. Sturgeon and others re rate case issues and options; follow-up on same.	Riggs, Kendrick	1.3	\$368.00				\$478.40
03/06/2014 -		Review materials for Thompson testimony	Braun, Monica	1.8	\$189.00				\$340.20
03/07/2014 -		Analysis of test period issues with Ms. Sturgeon.	Riggs, Kendrick	0.4	\$368.00				\$147.20
03/07/2014 -		Attention to research re test year adjustments	Riggs, Kendrick	0.5	\$368.00				\$184.00
03/07/2014 -		Research all LG&E and KU orders involving test year adjustments	Braun, Monica	2.5	\$189.00				\$472.50
03/09/2014 -		Research how the Commission has treated test year adjustments for other utilities	Braun, Monica	2.3	\$189.00				\$434.70
03/10/2014 -		Analysis of rate case adjustments; preparation for and attend meeting at LG&E/KU re same; follow-up of same.	Riggs, Kendrick	6.5	\$368.00				\$2,392.00
03/10/2014 -		Conduct survey of how other states treat test year adjustments	Braun, Monica	5.3	\$189.00				\$1,001.70
03/11/2014 -		Attention to research and issues associated with possible adjustments in case.	Riggs, Kendrick	0.8	\$368.00				\$294.40
03/11/2014 -		Complete survey of how other states treat test year adjustments; draft chart of all KY orders on issue	Braun, Monica	4.2	\$189.00				\$793.80
03/12/2014 -		Send test year adjustment information to client; research how the issue has been treated in South Carolina	Braun, Monica	0.6	\$189.00				\$113.40
03/12/2014 -		Attention to analysis of possible adjustments in rate case and research re same.	Riggs, Kendrick	0.5	\$368.00				\$184.00

03/13/2014 -	Attention to research of adjustments re issues in rate case.	Riggs, Kendrick	0.2	\$368.00	\$73.60
03/18/2014 -	Assist with compiling methodologies for test year adjustments	Loy, Molly	0.5	\$152.00	\$76.00
03/18/2014 -	Research methodologies approved in other states for test year adjustments	Braun, Monica	5.7	\$189.00	\$1,077.30
03/19/2014 -	Research methodologies utilized by other states re test year adjustments	Braun, Monica	6.6	\$189.00	\$1,247.40
03/19/2014 -	Continue to compile state methodologies and support for test year adjustments	Loy, Molly	2.8	\$152.00	\$425.60
03/20/2014 -	Review analysis of S&P and Moody's rating matrix; preparation of Mr. Arbough's testimony	Hendricks, J. Wade	1.2	\$305.00	\$366.00
03/20/2014 -	Continue to compile state methodologies and support for test year adjustments	Loy, Molly	0.5	\$152.00	\$76.00
03/21/2014 -	Work on draft of Arbough testimony.	Hendricks, J. Wade	3.1	\$305.00	\$945.50
03/22/2014 -	Work on chart of test year adjustments	Braun, Monica	1.6	\$189.00	\$302.40
03/24/2014 -	Preparation of Arbough testimony.	Hendricks, J. Wade	2.4	\$305.00	\$732.00
03/24/2014 -	Communications with Braun. Work with state test year adjustments methodologies chart and support for same	Loy, Molly	1	\$152.00	\$152.00
03/24/2014 -	Work on chart re state survey re test year adjustments	Braun, Monica	0.5	\$189.00	\$94.50
03/24/2014 -	Attention to legal research re possible test year adjustments in rate case.	Riggs, Kendrick	0.1	\$368.00	\$36.80
03/25/2014 -	Revisions to chart; prepare attachments to test year adjustments chart and hyperlink same.	Loy, Molly	1.4	\$152.00	\$212.80
03/25/2014 -	Work on exhibits and chart for electric weather normalization adjustments	Braun, Monica	2.2	\$189.00	\$415.80
03/25/2014 -	Preparation of Arbough testimony.	Hendricks, J. Wade	2.8	\$305.00	\$854.00
03/26/2014 -	Attention to research re possible test year adjustments.	Riggs, Kendrick	0.4	\$368.00	\$147.20
03/26/2014 -	Discuss chart and organization of exhibits with Mr. Riggs; review possible consulting expert resume	Braun, Monica	0.5	\$189.00	\$94.50
03/26/2014 -	Preparation of Arbough testimony.	Hendricks, J. Wade	2.1	\$305.00	\$640.50
03/26/2014 -	Work on test year adjustments chart	Loy, Molly	0.1	\$152.00	\$15.20
03/28/2014 -	Work with test year adjustments chart and prepare CDs with hyperlinked documents for same	Loy, Molly	0.7	\$152.00	\$106.40
03/31/2014 -	Analysis of detailed research re possible expense and revenue adjustments for historic test period; work on summary re same.	Riggs, Kendrick	2.4	\$368.00	\$883.20
03/04/2014 E110 - Out-of-town Travel	Lodging, parking and etc. Reimburse parking 3/4/14 for meeting VENDOR: Riggs, Kendrick R; INVOICE#: 031414; DATE: 3/14/2014	Riggs, Kendrick	1	\$3.00	\$3.00
03/05/2014 E110 - Out-of-town Travel	Lodging, parking and etc. Reimburse parking 3/5/14 for meeting VENDOR: Riggs, Kendrick R; INVOICE#: 031414; DATE: 3/14/2014	Riggs, Kendrick	1	\$6.00	\$6.00
03/05/2014 E101 - Copying	Duplicating Charges		1	\$0.08	\$0.08
03/06/2014 E110 - Out-of-town Travel	Lodging, parking and etc. parking 3/4 VENDOR: Ingram,III Lindsey W; INVOICE#: 30614; DATE: 3/6/2014	Ingram, III, Lindsey	1	\$8.00	\$8.00
03/06/2014 E110 - Out-of-town Travel	Long distance transportation, mileage louisville 3/4 VENDOR: Ingram,III Lindsey W; INVOICE#: 30614; DATE: 3/6/2014	Ingram, III, Lindsey	1	\$89.60	\$89.60

03/09/2014 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$9.60	\$9.60
03/09/2014 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$3.60	\$3.60
03/10/2014 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$1.60	\$1.60
03/10/2014 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$9.28	\$9.28
03/10/2014 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$46.80	\$46.80
03/11/2014 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$23.20	\$23.20
03/11/2014 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$1.20	\$1.20
03/18/2014 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$3.20	\$3.20
03/18/2014 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$1.20	\$1.20
03/19/2014 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$1.20	\$1.20
03/19/2014 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$22.32	\$22.32
03/22/2014 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$2.40	\$2.40
03/22/2014 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$1.60	\$1.60
03/22/2014 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$9.60	\$9.60

INVOICE

Invoice Information

Firm/Vendor: Stoll Keenon Ogden
Office: Payment Address
Invoice Number: 783195
Date of Invoice: 05/20/2014
Billing Period: 04/01/2014 - 04/28/2014
Date Posted: 05/21/2014
Invoice Description/Comment: 2014 KY Base Rate Case

Amount Approved

Approved Total \$8,622.14
Invoice Currency: USD
Date Approved: 06/05/2014
Final Approver: Dot O'Brien
Approved Fees \$8,601.90
Approved Expenses \$20.24
Comments to AP: LEGAL SERVICES

Accounting Code Allocations

<u>Project</u>	<u>Task</u>	<u>Type</u>	<u>Org</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
125973	KU RC-EL 2014	0321	026900	\$4,612.84	53.5%	
125974	LGE RC-GS 2014	0321	026900	\$801.86	9.3%	
125975	LGE RC-EL 2014	0321	026900	\$3,207.44	37.2%	

Vendor Address & Tax Information in Serengeti Tracker

Stoll Keenon Ogden
Post Office Box 11969
Lexington, KY 40509

Tel: 502-333-6000
Fax: 502-333-6099

Remittance Address

Same as mail address

Vendor Tax ID: XXXXXXXXXX

VAT ID: --

GST ID: --

HST ID: --

PST ID: --

Amount Billed

Billed Total **\$8,622.14**

Invoice Currency: USD

Billed Fees \$8,601.90

Billed Expenses \$20.24

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	05/21/2014	\$8,622.14	
Kathy Wilson	Approved	05/21/2014	\$8,622.14	
Allyson Sturgeon	Approved	05/22/2014	\$8,622.14	
Dot O'Brien	Approved	06/03/2014	\$8,622.14	
Kathy Wilson	AP Reviewed	06/05/2014	\$8,622.14	
Kathy Wilson	AP Batch Run	06/05/2014	\$8,622.14	Batch ID: 001000231 (Sent to AP: 06/05/2014 7:06:01 AM)

Additional Financial Information

Oracle Vendor Number: 40033

Vendor Pay Site: PY-LEXINGTON

Name of Invoice File in .Zip: Stoll Keenon Ogden - 783195.html

Comments to Firm:

AP Route: Default AP Route

Matter Information

Matter Name (Short): Rate Case Kentucky 2014

Matter ID: 31128

Lead Company Person: Sturgeon, Allyson

Organizational Unit: LKE > KU and LG&E > Corporate

Practice Group: LKE Legal > Regulatory > State

Law Firm Matter No.: 148073

Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
04/01/2014 -		Analysis of research re possible adjustments to test year; prepare and send same to Ms. Sturgeon.	Riggs, Kendrick	1.3	\$379.00				\$492.70
04/02/2014 -		Attention to status of information for testimony; interview of possible expert witness.	Riggs, Kendrick	0.2	\$379.00				\$75.80
04/02/2014 -		Discuss status of Thompson materials; phone call and email with potential consultant regarding weather normalization	Braun, Monica	0.8	\$194.00				\$155.20
04/03/2014 -		Phone call with potential consultant; work on FTP issues	Braun, Monica	1.2	\$194.00				\$232.80
04/03/2014 -		Attention to testimony issues; preparation and telephone conference with potential testifying expert; follow-up on same; attention to establishment of internet access to shared drive between SKO and LG&E/KU.	Riggs, Kendrick	2.2	\$379.00				\$833.80
04/07/2014 -		Revise Mr. Arbough testimony	Hendricks, J. Wade	1.4	\$314.00				\$439.60
04/08/2014 -		Preparation of Mr. Arbough testimony	Hendricks, J. Wade	2.3	\$314.00				\$722.20
04/09/2014 -		Revise draft testimony of Mr. Arbough; revised prior VSCC testimony	Hendricks, J. Wade	1.7	\$314.00				\$533.80
04/09/2014 -		Research re vendors for electronic database for prior and current rate cases	Loy, Molly	1.2	\$157.00				\$188.40
04/10/2014 -		Review prior testimony of Mr. Arbough	Hendricks, J. Wade	0.7	\$314.00				\$219.80
04/10/2014 -		Review materials regarding Hutts and GDS and Associates	Braun, Monica	1.2	\$194.00				\$232.80
04/10/2014 -		Research re vendors for electronic database for prior and current rate cases	Loy, Molly	0.8	\$157.00				\$125.60
04/11/2014 -		Attention to testimony issues.	Riggs, Kendrick	1.3	\$379.00				\$492.70
04/11/2014 -		Draft memo regarding Hutts	Braun, Monica	2.2	\$194.00				\$426.80
04/14/2014 -		Continued research re vendors for electronic database for prior and current rate cases	Loy, Molly	0.5	\$157.00				\$78.50
04/15/2014 -		Attention to Thompson testimony issues.	Riggs, Kendrick	0.1	\$379.00				\$37.90
04/26/2014 -		Attention to emails from Ms. Sturgeon re return on capital and adjustment, test year and analysis of same; send email to Ms. Sturgeon re issue re capital.	Riggs, Kendrick	2	\$379.00				\$758.00
04/27/2014 -		Analysis of test year adjustment; prepare memorandum for Ms. Sturgeon re same per request from Mr. Blake.	Riggs, Kendrick	5.3	\$379.00				\$2,008.70
04/27/2014 -		Review and edit memo regarding future test year issues; review PSC orders for same.	Ingram, III, Lindsey	1.3	\$304.00				\$395.20
04/28/2014 -		Attention to memorandum and send same to Ms. Sturgeon re analysis of test year issues requested by Mr. Blake.	Riggs, Kendrick	0.4	\$379.00				\$151.60
04/02/2014 E105 - Telephone		Telephone Expense [REDACTED]; 1 Mins.	Braun, Monica	1	\$0.10				\$0.10
04/02/2014 E105 - Telephone		Telephone Expense [REDACTED]; 1 Mins.	Braun, Monica	1	\$0.10				\$0.10
04/03/2014 E105 - Telephone		Telephone Expense [REDACTED]; 22 Mins.	Braun, Monica	1	\$2.20				\$2.20
04/11/2014 E106 - Online Research		Lexis Charges	Braun, Monica	1	\$3.60				\$3.60
04/11/2014 E106 - Online Research		Lexis Charges	Braun, Monica	1	\$14.24				\$14.24

INVOICE

Invoice Information

Firm/Vendor: Stoll Keenon Ogden
Office: Payment Address
Invoice Number: 785345
Date of Invoice: 06/19/2014
Billing Period: 04/14/2014 - 05/30/2014
Date Posted: 06/19/2014
Invoice Description/Comment: 2014 KY Base Rate Case

Amount Approved

Approved Total \$13,201.90
Invoice Currency: USD
Date Approved: 07/07/2014
Final Approver: Dot O'Brien
Approved Fees \$13,199.50
Approved Expenses \$2.40
Comments to AP: LEGAL SERVICES

Accounting Code Allocations

<u>Project</u>	<u>Task</u>	<u>Type</u>	<u>Org</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
125973	KU RC-EL 2014	0321	026900	\$7,063.02	53.5%	
125974	LGE RC-GS 2014	0321	026900	\$1,227.78	9.3%	
125975	LGE RC-EL 2014	0321	026900	\$4,911.11	37.2%	

Vendor Address & Tax Information in Serengeti Tracker

Stoll Keenon Ogden
Post Office Box 11969
Lexington, Kentucky 40509

Tel: 502-333-6000
Fax: 502-333-6099

Remittance Address
Same as mail address

Vendor Tax ID: XXXXXXXXXX
VAT ID: --
GST ID: --
HST ID: --
PST ID: --

Amount Billed

Billed Total **\$13,201.90**

Invoice Currency: USD

Billed Fees \$13,199.50

Billed Expenses \$2.40

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	06/19/2014	\$13,201.90	
Kathy Wilson	Approved	06/19/2014	\$13,201.90	
Allyson Sturgeon	Approved	07/01/2014	\$13,201.90	
Dot O'Brien	Approved	07/03/2014	\$13,201.90	
Kathy Wilson	AP Reviewed	07/07/2014	\$13,201.90	
Kathy Wilson	AP Batch Run	07/07/2014	\$13,201.90	Batch ID: 001000238 (Sent to AP: 07/07/2014 10:51:33 AM)

Additional Financial Information

Oracle Vendor Number: 40033

Vendor Pay Site: PY-ACH

Name of Invoice File in .Zip: Stoll Keenon Ogden - 785345.html

Comments to Firm:

AP Route: Default AP Route

Matter Information

Matter Name (Short): Rate Case Kentucky 2014

Matter ID: 31128

Lead Company Person: Sturgeon, Allyson

Organizational Unit: LKE > KU and LG&E > Corporate

Practice Group: LKE Legal > Regulatory > State

Law Firm Matter No.: 148073

Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
05/15/2014 -		Prepare detailed list of issues for case and analysis with Ms. Sturgeon.	Riggs, Kendrick	2.4	\$379.00				\$909.60
05/16/2014 -		Search for FERC's recently awarded ROE	Mandlehr, Joseph	2.5	\$176.00				\$440.00
05/16/2014 -		Analysis of ROE issues.	Riggs, Kendrick	2	\$379.00				\$758.00
05/19/2014 -		Research re ROE.	Mandlehr, Joseph	0.6	\$176.00				\$105.60
05/22/2014 -		Meeting at LG&E/KU with Ms. Sturgeon re various issues.	Riggs, Kendrick	1	\$379.00				\$379.00
05/23/2014 -		Analysis of possible regulatory issues.	Riggs, Kendrick	0.3	\$379.00				\$113.70
05/23/2014 -		Began drafting application.	Mandlehr, Joseph	4.7	\$176.00				\$827.20
05/23/2014 -		Work on rate case notice and other preliminary documents.	Crosby, III, W. Duncan	0.4	\$237.00				\$94.80
05/27/2014 -		Attend rate case meeting; began drafting pleadings.	Mandlehr, Joseph	4.1	\$176.00				\$721.60
05/28/2014 -		Work on pleadings and research regarding rate adjustment.	Mandlehr, Joseph	3.3	\$176.00				\$580.80
05/28/2014 -		Analysis of possible notice options in rate case.	Wuetcher, Gerald	0.7	\$250.00				\$175.00
05/28/2014 -		Attention to notice requirements; review revised regulations.	Ingram, III, Lindsey	1.5	\$304.00				\$456.00
05/28/2014 -		Analysis of possible adjustments to test year; analysis of notice requirements.	Riggs, Kendrick	1	\$379.00				\$379.00
05/29/2014 -		Review notice requirements	Wuetcher, Gerald	3.8	\$250.00				\$950.00
05/29/2014 -		Research regarding rate adjustment.	Mandlehr, Joseph	7	\$176.00				\$1,232.00
05/29/2014 -		Work on testimony.	Riggs, Kendrick	0.3	\$379.00				\$113.70
05/29/2014 -		Work on Thompson testimony	Dunn, Barry	2.4	\$189.00				\$453.60
05/30/2014 -		Analysis of rate case issues.	Riggs, Kendrick	4	\$379.00				\$1,516.00
05/30/2014 -		Prepare for and attend rate case call with Mr. Riggs.	Ingram, III, Lindsey	0.8	\$304.00				\$243.20
05/30/2014 -		Work on issues to address in application.	Crosby, III, W. Duncan	1.8	\$237.00				\$426.60
05/30/2014 -		Research and prepare memo re notice issues.	Wuetcher, Gerald	4.4	\$250.00				\$1,100.00
05/30/2014 -		Work on Thompson testimony	Dunn, Barry	2.1	\$189.00				\$396.90
05/30/2014 -		Research regarding rate adjustment and recent Sierra Club activity.	Mandlehr, Joseph	4.7	\$176.00				\$827.20
04/14/2014	E105 - Telephone	Telephone Expense [REDACTED]; 20 Mins.	Loy, Molly	1	\$2.10				\$2.10
04/14/2014	E105 - Telephone	Telephone Expense [REDACTED]; 3 Mins.	Loy, Molly	1	\$0.30				\$0.30

INVOICE

Invoice Information

Firm/Vendor: Stoll Keenon Ogden
Office: Payment Address
Invoice Number: 786216
Date of Invoice: 07/16/2014
Billing Period: 06/02/2014 - 06/30/2014
Date Posted: 07/16/2014
Invoice Description/Comment: 2014 KY Base Rate Case

Amount Approved

Approved Total \$23,013.40
Invoice Currency: USD
Date Approved: 07/28/2014
Final Approver: Dot O'Brien
Approved Fees \$23,013.10
Approved Expenses \$0.30
Comments to AP: LEGAL SERVICES

Accounting Code Allocations

<u>Project</u>	<u>Task</u>	<u>Type</u>	<u>Org</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
125973	KU RC-EL 2014	0321	026900	\$12,312.17	53.5%	
125974	LGE RC-GS 2014	0321	026900	\$2,140.25	9.3%	
125975	LGE RC-EL 2014	0321	026900	\$8,560.98	37.2%	

Vendor Address & Tax Information in Serengeti Tracker

Stoll Keenon Ogden
Post Office Box 11969
Lexington, Kentucky 40509

Tel: 502-333-6000
Fax: 502-333-6099

Remittance Address

Same as mail address

Vendor Tax ID: [REDACTED]

VAT ID: --

GST ID: --

HST ID: --

PST ID: --

Amount Billed

Billed Total **\$23,013.40**

Invoice Currency: USD

Billed Fees \$23,013.10

Billed Expenses \$0.30

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	07/16/2014	\$23,013.40	
Kathy Wilson	Approved	07/17/2014	\$23,013.40	
Allyson Sturgeon	Approved	07/24/2014	\$23,013.40	
Dot O'Brien	Approved	07/25/2014	\$23,013.40	
Kathy Wilson	AP Reviewed	07/28/2014	\$23,013.40	
Kathy Wilson	AP Batch Run	07/28/2014	\$23,013.40	Batch ID: 001000240 (Sent to AP: 07/28/2014 5:58:49 AM)

Additional Financial Information

Oracle Vendor Number: 40033

Vendor Pay Site: PY-ACH

Name of Invoice File in .Zip: Stoll Keenon Ogden - 786216.html

Comments to Firm:

AP Route: Default AP Route

Matter Information

Matter Name (Short): Rate Case Kentucky 2014

Matter ID: 31128

Lead Company Person: Sturgeon, Allyson

Organizational Unit: LKE > KU and LG&E > Corporate

Practice Group: LKE Legal > Regulatory > State

Law Firm Matter No.: 148073

Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
06/02/2014 -		Rate case research re specific pro forma adjustments.	Mandlehr, Joseph	2.5	\$176.00				\$440.00
06/02/2014 -		Analysis of potention rate case issues.	Riggs, Kendrick	0.9	\$379.00				\$341.10
06/02/2014 -		Prepare memo and supporting documents on notice for rate adjustment.	Wuetcher, Gerald	7	\$250.00				\$1,750.00
06/02/2014 -		Consider various notice options under regulations; review memos regarding same; analysis of file sharing sites.	Ingram, III, Lindsey	1.5	\$304.00				\$456.00
06/03/2014 -		Attend meeting at LG&E/KU with Ms. Sturgeon re rate case issues.	Riggs, Kendrick	1	\$379.00				\$379.00
06/10/2014 -		Work on Thompson testimony	Dunn, Barry	1.9	\$189.00				\$359.10
06/10/2014 -		Telephone conference with Ms. Sturgeon and business clients re rate case issues; meeting with possible expert witness; attention to other possible expert witness.	Riggs, Kendrick	2	\$379.00				\$758.00
06/11/2014 -		Attention to email re possible consulting expert witness.	Riggs, Kendrick	0.1	\$379.00				\$37.90
06/14/2014 -		Email with possible consulting expert witness.	Riggs, Kendrick	0.3	\$379.00				\$113.70
06/16/2014 -		Preparation for and meeting with possible consulting expert; attention to other issues including notice.	Riggs, Kendrick	4	\$379.00				\$1,516.00
06/17/2014 -		Analysis of notice issues and other regulatory matters; prepare and send emails to Ms. Sturgeon re same.	Riggs, Kendrick	3.8	\$379.00				\$1,440.20
06/17/2014 -		Work on rate case preparation.	Crosby, III, W. Duncan	0.5	\$237.00				\$118.50
06/18/2014 -		Preparation for meetings with client and analysis of rate case issues.	Riggs, Kendrick	2.2	\$379.00				\$833.80
06/18/2014 -		Prepare for meeting with team and review documents for same; meet with co-counsel	Ingram, III, Lindsey	1.6	\$304.00				\$486.40
06/18/2014 -		Work on rate case prep.	Crosby, III, W. Duncan	0.9	\$237.00				\$213.30
06/18/2014 -		Examine material re rate case; conference call with Messrs. Riggs, Ingram and Crosby re rate case planning.	Watt, Robert	1.3	\$379.00				\$492.70
06/23/2014 -		Analysis of rate case issues; preparation for meeting with client.	Riggs, Kendrick	2.8	\$379.00				\$1,061.20
06/24/2014 -		Research re test-year adjustments and recently-approved ROE	Mandlehr, Joseph	3.5	\$176.00				\$616.00
06/24/2014 -		Preparation for and attend meeting at LG&E/KU with Ms. Sturgeon and state regulation re rate case issues.	Riggs, Kendrick	2.5	\$379.00				\$947.50
06/24/2014 -		Research and prepare memo re post-test period adjustments.	Wuetcher, Gerald	6	\$250.00				\$1,500.00
06/25/2014 -		Prepare memo re test period adjustments.	Wuetcher, Gerald	5.5	\$250.00				\$1,375.00
06/25/2014 -		Review ROE decisions and issues; confer with co-counsel re same; review post-period recovery of expenses and research re same.	Ingram, III, Lindsey	1.5	\$304.00				\$456.00
06/25/2014 -		Examine orders and memo re test year adjustments.	Watt, Robert	1	\$379.00				\$379.00
06/25/2014 -		Prepare for and attend meeting at LG&E/KU with Ms. Sturgeon and business representatives re rate case issues.	Riggs, Kendrick	7	\$379.00				\$2,653.00
06/27/2014 -		Research re Sierra Club's intervention in Companies' cases at KPSC.	Mandlehr, Joseph	1.5	\$176.00				\$264.00
06/27/2014 -		Attention to email inquiry re potential intervenors.	Riggs, Kendrick	0.2	\$379.00				\$75.80
06/29/2014 -		Draft outline of direct testimony; send same to Ms. Sturgeon for review and comment.	Riggs, Kendrick	3.6	\$379.00				\$1,364.40
06/29/2014 -		Research re Sierra Club intervention in Companies' cases at KPSC.	Mandlehr, Joseph	3	\$176.00				\$528.00

06/30/2014 -	Attend meeting at LG&E/KU with Ms. Sturgeon and state regulation re direct case testimony requirements; work on same.	Riggs, Kendrick	4.5	\$379.00	\$1,705.50
06/30/2014 -	Research re Sierra Club intervention at KPSC.	Mandlehr, Joseph	2	\$176.00	\$352.00
06/10/2014 E105 - Telephone	Telephone Expense [REDACTED]; 3 Mins.	Riggs, Kendrick	1	\$0.30	\$0.30

INVOICE

Invoice Information

Firm/Vendor: Stoll Keenon Ogden
Office: Payment Address
Invoice Number: 790486
Date of Invoice: 08/21/2014
Billing Period: 07/01/2014 - 07/31/2014
Date Posted: 08/21/2014
Invoice Description/Comment: 2014 KY Base Rate Case

Amount Approved

Approved Total \$61,014.90
Invoice Currency: USD
Date Approved: 09/08/2014
Final Approver: Dot O'Brien
Approved Fees \$60,971.20
Approved Expenses \$43.70
Comments to AP: LEGAL SERVICES

Accounting Code Allocations

<u>Project</u>	<u>Task</u>	<u>Type</u>	<u>Org</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
125973	KU RC-EL 2014	0321	026900	\$32,642.97	53.5%	
125974	LGE RC-GS 2014	0321	026900	\$5,674.39	9.3%	
125975	LGE RC-EL 2014	0321	026900	\$22,697.54	37.2%	

Vendor Address & Tax Information in Serengeti Tracker

Stoll Keenon Ogden
Post Office Box 11969
Lexington, Kentucky 40509

Tel: 502-333-6000
Fax: 502-333-6099

Remittance Address

Same as mail address

Vendor Tax ID: XXXXXXXXXX

VAT ID: --

GST ID: --

HST ID: --

PST ID: --

Amount Billed

Billed Total **\$61,014.90**

Invoice Currency: USD

Billed Fees \$60,971.20

Billed Expenses \$43.70

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	08/21/2014	\$61,014.90	
Kathy Wilson	Approved	08/22/2014	\$61,014.90	
Allyson Sturgeon	Approved	08/26/2014	\$61,014.90	
Dot O'Brien	Approved	08/27/2014	\$61,014.90	
Kathy Wilson	AP Reviewed	09/08/2014	\$61,014.90	
Kathy Wilson	AP Batch Run	09/08/2014	\$61,014.90	Batch ID: 001000248 (Sent to AP: 09/08/2014 11:31:25 AM)

Additional Financial Information

Oracle Vendor Number: 40033

Vendor Pay Site: PY-ACH

Name of Invoice File in .Zip: Stoll Keenon Ogden - 790486.html

Comments to Firm:

AP Route: Default AP Route

Matter Information

Matter Name (Short): Rate Case Kentucky 2014

Matter ID: 31128

Lead Company Person: Sturgeon, Allyson

Organizational Unit: LKE > KU and LG&E > Corporate

Practice Group: LKE Legal > Regulatory > State

Law Firm Matter No.: 148073

Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
07/01/2014 -		Work on testimony.	Riggs, Kendrick	4.8	\$379.00				\$1,819.20
07/01/2014 -		Review Riggs' email re testimony and preparation strategy; review prior case testimony	Ingram, III, Lindsey	1.5	\$304.00				\$456.00
07/02/2014 -		Analysis of testimony and prepare for same; review testimony outline	Ingram, III, Lindsey	1.5	\$304.00				\$456.00
07/02/2014 -		Conference call with Ms. Sturgeon re gas transmission mains issues	Watt, Robert	0.8	\$379.00				\$303.20
07/02/2014 -		Work on direct testimony.	Riggs, Kendrick	4.4	\$379.00				\$1,667.60
07/02/2014 -		Reviewed rate case testimony and filing requirement memos; began updating pleadings	Mandlehr, Joseph	2.2	\$176.00				\$387.20
07/02/2014 -		Conference with Mr. Riggs and Mr. Ingram re Scott testimony	Wuetcher, Gerald	0.7	\$250.00				\$175.00
07/03/2014 -		Work on Conroy testimony.	Crosby, III, W. Duncan	1.3	\$237.00				\$308.10
07/03/2014 -		Attention to and work on direct testimony.	Riggs, Kendrick	6.3	\$379.00				\$2,387.70
07/03/2014 -		Rate case meeting, amended pleadings to reflect new dates and schedules	Mandlehr, Joseph	4	\$176.00				\$704.00
07/03/2014 -		Work on Thompson testimony	Dunn, Barry	2.2	\$189.00				\$415.80
07/03/2014 -		E-mail Mr. Murphy re rate case testimony	Watt, Robert	0.8	\$379.00				\$303.20
07/07/2014 -		Review Mr. Scott and Ms. Charnas testimonies from prior cases	Wuetcher, Gerald	1	\$250.00				\$250.00
07/07/2014 -		Prepare and revise CFO testimony	Hendricks, J. Wade	5.2	\$314.00				\$1,632.80
07/07/2014 -		Preparation for and attend meeting at LG&E/KU with Ms. Sturgeon and state regulation to discuss testimony; work on outlines of same; send same to client.	Riggs, Kendrick	4.2	\$379.00				\$1,591.80
07/07/2014 -		Attention to electric generation matters for Thompson testimony	Dunn, Barry	0.5	\$189.00				\$94.50
07/07/2014 -		Work on rate case application documents and Staton testimony	Mandlehr, Joseph	4.4	\$176.00				\$774.40
07/08/2014 -		Rate case research re recovery of certain expenses	Mandlehr, Joseph	0.5	\$176.00				\$88.00
07/08/2014 -		Draft and revise Ms. Scott testimony	Wuetcher, Gerald	2	\$250.00				\$500.00
07/08/2014 -		Prepare Mr. Blake's testimony	Hendricks, J. Wade	2.1	\$314.00				\$659.40
07/08/2014 -		Analysis of regulatory issues; send research results re same to Ms. Sturgeon; attention to and work on draft testimony issues.	Riggs, Kendrick	1.5	\$379.00				\$568.50
07/09/2014 -		Work on Conroy direct testimony.	Crosby, III, W. Duncan	0.6	\$237.00				\$142.20
07/09/2014 -		Prepared testimony for Mr. Blake	Hendricks, J. Wade	2.1	\$314.00				\$659.40
07/09/2014 -		Attention to testimony issues.	Riggs, Kendrick	1	\$379.00				\$379.00
07/10/2014 -		Work on rate case application documents and Staton testimony	Mandlehr, Joseph	0.5	\$176.00				\$88.00
07/10/2014 -		Preparation of CFO testimony for rate case	Hendricks, J. Wade	4.4	\$314.00				\$1,381.60
07/10/2014 -		Preparation for and meeting at LG&E/KU with Ms. Sturgeon, Mr. Reynolds and Ms. O'Brien re rate case issues.	Riggs, Kendrick	1.9	\$379.00				\$720.10
07/10/2014 -		Review Ms. Scott's prior rate case testimony	Wuetcher, Gerald	0.3	\$250.00				\$75.00
07/11/2014 -		Work on rate case application documents and Staton testimony; research re commitments and activities related to low-income support	Mandlehr, Joseph	2	\$176.00				\$352.00

07/11/2014 -	Attention to request for research re executive and incentive compensation issues.	Riggs, Kendrick	0.6	\$379.00	\$227.40
07/11/2014 -	Prepare and review CFO testimony for rate case	Hendricks, J. Wade	4	\$314.00	\$1,256.00
07/14/2014 -	Review testimony for CFO Mr. Blake	Hendricks, J. Wade	3.4	\$314.00	\$1,067.60
07/14/2014 -	Research/preparation of table on PSC treatment of recovery of certain HR expenses	Wuetcher, Gerald	7	\$250.00	\$1,750.00
07/14/2014 -	Research re ROE decisions	Mandlehr, Joseph	0.5	\$176.00	\$88.00
07/15/2014 -	Attention to draft summary of legal research re regulatory treatment of certain pro forma adjustments.	Riggs, Kendrick	0.7	\$379.00	\$265.30
07/15/2014 -	Research on PSC treatment of of recovery of certain HR expenses; preparation of summary table	Wuetcher, Gerald	7	\$250.00	\$1,750.00
07/15/2014 -	Prepare CFO testimony for rate case	Hendricks, J. Wade	2.4	\$314.00	\$753.60
07/16/2014 -	Revise Mr. Blake's testimony	Hendricks, J. Wade	4.2	\$314.00	\$1,318.80
07/16/2014 -	Preparation for and attend meeting at LG&E/KU re CSR tariff; follow-up on same; work on testimony issues.	Riggs, Kendrick	3.6	\$379.00	\$1,364.40
07/16/2014 -	Work on Conroy testimony.	Crosby, III, W. Duncan	2.2	\$237.00	\$521.40
07/17/2014 -	Work on CSR revisions.	Crosby, III, W. Duncan	0.7	\$237.00	\$165.90
07/17/2014 -	Prepare and revise Mr. Blake's testimony	Hendricks, J. Wade	4	\$314.00	\$1,256.00
07/17/2014 -	Work on testimony; analysis of regulatory issues; attention to CSR tariff issues.	Riggs, Kendrick	2.5	\$379.00	\$947.50
07/18/2014 -	Work on testimony; analysis of regulatory issues.	Riggs, Kendrick	4	\$379.00	\$1,516.00
07/18/2014 -	Research re adjustment accepted in Big Rivers case	Mandlehr, Joseph	1.2	\$176.00	\$211.20
07/18/2014 -	Revise CFO testimony	Hendricks, J. Wade	3.6	\$314.00	\$1,130.40
07/21/2014 -	Research on regulatory treatment of HR expenses	Wuetcher, Gerald	2	\$250.00	\$500.00
07/21/2014 -	Analysis of normalization testimony.	Crosby, III, W. Duncan	0.4	\$237.00	\$94.80
07/21/2014 -	Revise prepared testimony; add testimony re S&P rating issue	Hendricks, J. Wade	4.2	\$314.00	\$1,318.80
07/22/2014 -	Revise Mr. Blake's testimony	Hendricks, J. Wade	4.2	\$314.00	\$1,318.80
07/22/2014 -	Work on Staton testimony	Mandlehr, Joseph	0.5	\$176.00	\$88.00
07/22/2014 -	Revisions to CSR tariff sheets; work on testimony.	Crosby, III, W. Duncan	4.2	\$237.00	\$995.40
07/22/2014 -	Draft Ms. Scott testimony	Wuetcher, Gerald	0.5	\$250.00	\$125.00
07/23/2014 -	Work on Conroy testimony.	Crosby, III, W. Duncan	1.7	\$237.00	\$402.90
07/23/2014 -	Review and revise CFO testimony	Hendricks, J. Wade	2.8	\$314.00	\$879.20
07/23/2014 -	Draft Ms. Scott written testimony	Wuetcher, Gerald	5	\$250.00	\$1,250.00
07/24/2014 -	Draft/revise written testimony of Ms. Scott	Wuetcher, Gerald	3.7	\$250.00	\$925.00
07/24/2014 -	Work on Conroy testimony.	Crosby, III, W. Duncan	0.2	\$237.00	\$47.40
07/24/2014 -	Initial review of Ms. Scott testimony	Ingram, III, Lindsey	0.8	\$304.00	\$243.20
07/25/2014 -	Revise memo on post-test year adjustments to reflect recent PSC decisions	Wuetcher, Gerald	0.9	\$250.00	\$225.00

07/25/2014 -	Draft of Conroy testimony.	Crosby, III, W. Duncan	5.6	\$237.00	\$1,327.20
07/25/2014 -	Work on Staton testimony	Mandlehr, Joseph	0.8	\$176.00	\$140.80
07/25/2014 -	Work on Thompson testimony	Dunn, Barry	3.4	\$189.00	\$642.60
07/27/2014 -	Work on Thompson testimony	Dunn, Barry	8.7	\$189.00	\$1,644.30
07/27/2014 -	Attention to rate case testimony issues.	Riggs, Kendrick	0.6	\$379.00	\$227.40
07/27/2014 -	Review draft of Scott testimony and correspond with co-counsel re: same	Ingram, III, Lindsey	1.5	\$304.00	\$456.00
07/28/2014 -	Work on Thompson testimony	Dunn, Barry	7.4	\$189.00	\$1,398.60
07/29/2014 -	Examine Murphy testimony and attachments to e-mail; e-mail Mr. Murphy	Watt, Robert	0.5	\$379.00	\$189.50
07/29/2014 -	Prepare for and attend conference call re ROE	Ingram, III, Lindsey	1.2	\$304.00	\$364.80
07/29/2014 -	Meeting at LG&E/KU with Ms. Sturgeon and state regulation re rate case issues; telephone conference with Fincap re ROE; attention to testimony and regulatory issues.	Riggs, Kendrick	4.6	\$379.00	\$1,743.40
07/29/2014 -	Review and CFO revise testimony	Hendricks, J. Wade	1.4	\$314.00	\$439.60
07/29/2014 -	Analysis of proposed tariff changes; meeting with client re same.	Crosby, III, W. Duncan	3	\$237.00	\$711.00
07/30/2014 -	Work on CSR tariff sheets.	Crosby, III, W. Duncan	1.5	\$237.00	\$355.50
07/30/2014 -	Attention to testimony and regulatory issues.	Riggs, Kendrick	1.3	\$379.00	\$492.70
07/30/2014 -	Research re PSC approval of adjustments for certain adjustments for changes in costs	Mandlehr, Joseph	3.5	\$176.00	\$616.00
07/30/2014 -	Revise Mr. Blake's testimony	Hendricks, J. Wade	0.3	\$314.00	\$94.20
07/30/2014 -	Research re post-test period expense adjustments	Wuetcher, Gerald	5.1	\$250.00	\$1,275.00
07/30/2014 -	Examine and edit Murphy's testimony; telephone Mr. Murphy	Watt, Robert	1	\$379.00	\$379.00
07/31/2014 -	Research re PSC approval of adjustment for certain adjustments for changes in cost	Mandlehr, Joseph	2.3	\$176.00	\$404.80
07/31/2014 -	Prepare for and meeting with client re Mr. Blake's testimony	Hendricks, J. Wade	2.1	\$314.00	\$659.40
07/31/2014 -	Research and prepare table on post-test period expense adjustments	Wuetcher, Gerald	5.2	\$250.00	\$1,300.00
07/31/2014 -	Conference call with Mr. Murphy, Ms. Jaynes and Mr. Cornett	Watt, Robert	0.8	\$379.00	\$303.20
07/31/2014 -	Preparation for and attend meeting at LG&E/KU re CFO testimony and work on same; attention to legal research re pro forma adjustment issues.	Riggs, Kendrick	6.5	\$379.00	\$2,463.50
07/08/2014 E105 - Telephone	Telephone Expense [REDACTED]; 2 Mins.	Ingram, III, Lindsey	1	\$0.20	\$0.20
07/10/2014 E105 - Telephone	Telephone Expense [REDACTED]; 1 Mins.	Ingram, III, Lindsey	1	\$0.10	\$0.10
07/16/2014 E110 - Out-of-town Travel	Lodging, parking and etc. Reimburse 7/16/14 parking for meeting at LG&E/KU VENDOR: Riggs, Kendrick R; INVOICE#: 072514; DATE: 7/25/2014	Riggs, Kendrick	1	\$5.00	\$5.00
07/31/2014 E106 - Online Research	Lexis Charges	Wuetcher, Gerald	1	\$38.40	\$38.40

INVOICE

Invoice Information

Firm/Vendor: Stoll Keenon Ogden
Office: Payment Address
Invoice Number: 792296
Date of Invoice: 09/22/2014
Billing Period: 08/01/2014 - 08/31/2014
Date Posted: 09/23/2014
Invoice Description/Comment: 2014 KY Base Rate Case

Amount Approved

Approved Total \$99,531.31
Invoice Currency: USD
Date Approved: 09/25/2014
Final Approver: Dot O'Brien
Approved Fees \$98,961.80
Approved Expenses \$569.51
Comments to AP: LEGAL SERVICES

Accounting Code Allocations

<u>Project</u>	<u>Task</u>	<u>Type</u>	<u>Org</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
125973	KU RC-EL 2014	0321	026900	\$53,249.25	53.5%	
125974	LGE RC-GS 2014	0321	026900	\$9,256.41	9.3%	
125975	LGE RC-EL 2014	0321	026900	\$37,025.65	37.2%	

Vendor Address & Tax Information in Serengeti Tracker

Stoll Keenon Ogden
Post Office Box 11969
Lexington, Kentucky 40509

Tel: 502-333-6000
Fax: 502-333-6099

Remittance Address

Same as mail address

Vendor Tax ID: XXXXXXXXXX

VAT ID: --

GST ID: --

HST ID: --

PST ID: --

Amount Billed

Billed Total **\$99,531.31**

Invoice Currency: USD

Billed Fees \$98,961.80

Billed Expenses \$569.51

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	09/23/2014	\$99,531.31	
Kathy Wilson	TK Rates Reviewed	09/23/2014		
Kathy Wilson	Approved	09/23/2014	\$99,531.31	
Allyson Sturgeon	Approved	09/24/2014	\$99,531.31	
Dot O'Brien	Approved	09/24/2014	\$99,531.31	
Kathy Wilson	AP Reviewed	09/25/2014	\$99,531.31	
Kathy Wilson	AP Batch Run	09/25/2014	\$99,531.31	Batch ID: 001000251 (Sent to AP: 09/25/2014 6:39:25 AM)

Additional Financial Information

Oracle Vendor Number: 40033

Vendor Pay Site: PY-ACH

Name of Invoice File in .Zip: Stoll Keenon Ogden - 792296.html

Comments to Firm:

AP Route: Default AP Route

Matter Information

Matter Name (Short): Rate Case Kentucky 2014

Matter ID: 31128

Lead Company Person: Sturgeon, Allyson

Organizational Unit: LKE > KU and LG&E > Corporate

Practice Group: LKE Legal > Regulatory > State

Law Firm Matter No.: 148073

Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
08/01/2014 -		Attention to inquiry from client re depreciation rate re Cane Run 7.	Riggs, Kendrick	0.2	\$379.00				\$75.80
08/01/2014 -		Research re regulatory asset treatment of planned outages	Mandlehr, Joseph	2.5	\$176.00				\$440.00
08/01/2014 -		Research re depreciation rates for Cane Run 7	Mandlehr, Joseph	2.8	\$176.00				\$492.80
08/01/2014 -		Preparation for and meeting with client re Thompson testimony.	Riggs, Kendrick	2.3	\$379.00				\$871.70
08/01/2014 -		Research; prepare table on post-test period labor expense adjustments; research regulatory asset treatment of planned outage costs; future rate case filings at KPSC	Wuetcher, Gerald	5.7	\$250.00				\$1,425.00
08/01/2014 -		Work on Thompson testimony and participate in review session	Dunn, Barry	4.9	\$189.00				\$926.10
08/01/2014 -		Analysis of test year issues; review PSC files for future test year filings; review consultant testimony re same	Ingram, III, Lindsey	2.2	\$304.00				\$668.80
08/03/2014 -		Preparation for meeting on 8/4/14 re future test year.	Riggs, Kendrick	0.5	\$379.00				\$189.50
08/03/2014 -		Review memos re future test year issues; prepare for meeting re same	Ingram, III, Lindsey	1	\$304.00				\$304.00
08/04/2014 -		Preparation and meeting at LG&E/KU with Ms. Sturgeon and State Regulation re forward test year; follow-up on same; attention to outstanding rate case projects; prepare and send memorandum re proposal for ongoing activities to Ms. Sturgeon; analysis of historic test year rate issues.	Riggs, Kendrick	5.7	\$379.00				\$2,160.30
08/04/2014 -		Attention to request re regulatory issues associated with need for depreciation rate for Cane Run 7.	Riggs, Kendrick	0.8	\$379.00				\$303.20
08/04/2014 -		Prepare for and travel to meeting with client re test year; review financial planning issues	Ingram, III, Lindsey	6	\$304.00				\$1,824.00
08/04/2014 -		Review cases on regulatory treatment of plant outage costs; telephone conference with Mr. Riggs re rate case treatment of planned outage costs	Wuetcher, Gerald	0.6	\$250.00				\$150.00
08/04/2014 -		Analysis of proposed tariff changes.	Crosby, III, W. Duncan	1.5	\$237.00				\$355.50
08/05/2014 -		Work on tariff changes; research for Ms. Sturgeon re rate recovery issues.	Crosby, III, W. Duncan	4.8	\$237.00				\$1,137.60
08/05/2014 -		Travel to and attend meeting with client re test year considerations; review financial documentation to prepare for meeting	Ingram, III, Lindsey	6.1	\$304.00				\$1,854.40
08/05/2014 -		Research re depreciation rate for Cane Run 7	Mandlehr, Joseph	2.6	\$176.00				\$457.60
08/05/2014 -		Attention to regulatory issues re depreciation of Cane Run 7 and analysis of same.	Riggs, Kendrick	0.2	\$379.00				\$75.80
08/05/2014 -		Telephone conference with Mr. Riggs re Cane Run 7 depreciation; review and revise.	Wuetcher, Gerald	5.1	\$250.00				\$1,275.00
08/05/2014 -		Prepare for and attend meeting at LG&E/KU with Ms. Sturgeon and Mr. Blake re forecasted test year issues; analysis of same.	Riggs, Kendrick	5.7	\$379.00				\$2,160.30
08/05/2014 -		Telephone call with Mr. Ingram re slippage factor; research re slippage factor; draft email re results of slippage research	Wuetcher, Gerald	1	\$250.00				\$250.00
08/06/2014 -		Research re depreciation rate for Cane Run 7	Mandlehr, Joseph	0.6	\$176.00				\$105.60

08/06/2014 -	Research re rate recovery issues; memo to client re same; work on forward test year filing requirements.	Crosby, III, W. Duncan	5.6	\$237.00	\$1,327.20
08/06/2014 -	Analysis of forecasted test year issues.	Riggs, Kendrick	3.7	\$379.00	\$1,402.30
08/06/2014 -	Review PSC authority regarding employment vacancies and correspondence re same; confer with co-counsel re rate case assumptions	Ingram, III, Lindsey	2.1	\$304.00	\$638.40
08/06/2014 -	Analysis of depreciation and rate recovery issues; prepare email and send to client re same.	Riggs, Kendrick	2.4	\$379.00	\$909.60
08/07/2014 -	Conference future test period requirements; research past future test period filings - EKPC/Duke, KY; email re future test period research results	Wuetcher, Gerald	5.6	\$250.00	\$1,400.00
08/07/2014 -	Review FTY cases for forecast issues; update FTY spreadsheet; analyze applicable forecast regulation	Ingram, III, Lindsey	4	\$304.00	\$1,216.00
08/07/2014 -	Work on forward test year filing issues.	Crosby, III, W. Duncan	3.9	\$237.00	\$924.30
08/07/2014 -	Analysis of forecasted test year issues.	Riggs, Kendrick	4.2	\$379.00	\$1,591.80
08/08/2014 -	Phone call with co-counsel re budgets and forecasts; review PSC authority regarding same; confer with Mr. Reynolds re same; notes re research	Ingram, III, Lindsey	3.7	\$304.00	\$1,124.80
08/08/2014 -	Work on forecasted test year issues; brief meeting with Ms. Sturgeon re same.	Riggs, Kendrick	6.2	\$379.00	\$2,349.80
08/08/2014 -	Work on forward test year issues.	Crosby, III, W. Duncan	5.4	\$237.00	\$1,279.80
08/08/2014 -	Conference call re future test period; draft memo on future test period; review LRC records re 5:001 and future test periods filing requirements; travel from LRC office to Lexington; email to Messrs. Riggs, Crosby and Ingram re results of research	Wuetcher, Gerald	4.7	\$250.00	\$1,175.00
08/09/2014 -	Prepare memo on future test period	Wuetcher, Gerald	5	\$250.00	\$1,250.00
08/10/2014 -	Attention to emails re regulatory issues.	Riggs, Kendrick	0.5	\$379.00	\$189.50
08/10/2014 -	Review research and prepare memo re employment vacancies and slippage; compile research and prepare memo re budget and forecast authorities	Ingram, III, Lindsey	5.3	\$304.00	\$1,611.20
08/10/2014 -	Prepare memo on future test period	Wuetcher, Gerald	6	\$250.00	\$1,500.00
08/11/2014 -	Prepare for and attend call regarding ROE issues; work on budgets memo and slippage memo; emails and phone calls regarding same	Ingram, III, Lindsey	3.7	\$304.00	\$1,124.80
08/11/2014 -	Prepare for and attend meeting at LG&E/KU re ROE; prepare for and attend meeting re Cane Run 7 depreciation rate; analysis of and work on memorandum re forecasted test year.	Riggs, Kendrick	8.3	\$379.00	\$3,145.70
08/11/2014 -	Work on forward test year filing issues.	Crosby, III, W. Duncan	2.9	\$237.00	\$687.30
08/12/2014 -	Prepare, revise and send memorandum re forecasted test year requirements; work on outline of direct testimony for rate case supported by forecasted test year.	Riggs, Kendrick	5.2	\$379.00	\$1,970.80
08/12/2014 -	Finalize and send research memo re slippage to client; continue review of rate case expectations memo; phone calls and emails re same	Ingram, III, Lindsey	2	\$304.00	\$608.00
08/12/2014 -	Work on forward test year issues memo.	Crosby, III, W. Duncan	1	\$237.00	\$237.00

08/13/2014 -	Consider project re rate case schedules for future test year and correspondence re same	Ingram, III, Lindsey	0.7	\$304.00	\$212.80
08/13/2014 -	Preparation for and attend meeting at LG&E/KU with Ms. Sturgeon and business clients re requirements for forecasted test year rate case; work on regulatory issues, testimony and filing requirements re same.	Riggs, Kendrick	7.6	\$379.00	\$2,880.40
08/13/2014 -	Research for Ms. Sturgeon re Metro Government intervention in LG&E cases.	Crosby, III, W. Duncan	1.4	\$237.00	\$331.80
08/14/2014 -	Work on Thompson testimony	Dunn, Barry	2.7	\$189.00	\$510.30
08/14/2014 -	Analyze future test year discovery questions; work on FTY schedules	Ingram, III, Lindsey	2.8	\$304.00	\$851.20
08/14/2014 -	Research filing deficiencies future test period; prepare table re same	Wuetcher, Gerald	6	\$250.00	\$1,500.00
08/14/2014 -	Work on review of information requests and charting utility responses	Parsons, Matt	0.9	\$198.00	\$178.20
08/14/2014 -	Work on testimony and regulatory issues re forecasted test year rate case.	Riggs, Kendrick	3.5	\$379.00	\$1,326.50
08/14/2014 -	Work on litigation hold.	Crosby, III, W. Duncan	1.5	\$237.00	\$355.50
08/14/2014 -	Begin project re information requests for future test year cases.	Parsons, Matt	0.5	\$198.00	\$99.00
08/15/2014 -	Research filing deficiencies; reply to Mr. Riggs' email re filing deficiency; revisions to future test year application deficiency table.	Wuetcher, Gerald	1.6	\$250.00	\$400.00
08/15/2014 -	Review FTY cases for discovery responses; travel to/from PSC to obtain Excel schedules; review Excel files in FTY cases	Ingram, III, Lindsey	6.5	\$304.00	\$1,976.00
08/15/2014 -	Attention to direct testimony issues; attention to analysis of deficiencies in future test period cases.	Riggs, Kendrick	2.3	\$379.00	\$871.70
08/15/2014 -	Draft of litigation hold notice.	Crosby, III, W. Duncan	1.6	\$237.00	\$379.20
08/15/2014 -	Work on review of information requests and comparison chart	Parsons, Matt	0.4	\$198.00	\$79.20
08/16/2014 -	Analysis of deficiencies in future test period; attention to outline of direct testimony.	Riggs, Kendrick	1	\$379.00	\$379.00
08/17/2014 -	Revisions to filing deficiencies table	Wuetcher, Gerald	1.4	\$250.00	\$350.00
08/17/2014 -	Attention to deficiencies in future test period and filing requirements.	Riggs, Kendrick	0.3	\$379.00	\$113.70
08/18/2014 -	Reviewed FTY requirements and rate case outline	Mandlehr, Joseph	1.3	\$176.00	\$228.80
08/18/2014 -	Preparation of table and supporting documents on future test year filing deficiencies	Wuetcher, Gerald	6.4	\$250.00	\$1,600.00
08/18/2014 -	Attention to various forecasted test year analyses re policies and procedures.	Riggs, Kendrick	1.3	\$379.00	\$492.70
08/18/2014 -	Detailed review of Excel files filed at PSC in future test year cases; review schedules	Ingram, III, Lindsey	4.8	\$304.00	\$1,459.20
08/18/2014 -	Analysis of proposed CSR revisions; work on direct testimony outline; research re pro forma adjustments.	Crosby, III, W. Duncan	2.2	\$237.00	\$521.40
08/18/2014 -	Work on comparison of PSC information requests in rate cases and charting same	Parsons, Matt	9	\$198.00	\$1,782.00
08/18/2014 -	Work on Thompson testimony; research filing requirements	Dunn, Barry	1.6	\$189.00	\$302.40
08/18/2014 -	Work on testimony outline	Dunn, Barry	1.2	\$189.00	\$226.80

08/19/2014 -	Work re direct testimony outline and filing schedules.	Crosby, III, W. Duncan	2.4	\$237.00	\$568.80
08/19/2014 -	Research matters for rate case	Dunn, Barry	3.5	\$189.00	\$661.50
08/19/2014 -	Complete review and assemble table on filing deficiencies	Wuetcher, Gerald	6.1	\$250.00	\$1,525.00
08/19/2014 -	Prepare for rate case schedules meeting and attend meeting; review FTY issues; work on memo re discovery in FTY cases; review testimony outline memo	Ingram, III, Lindsey	4.8	\$304.00	\$1,459.20
08/19/2014 -	Prepare and send analyses of issues on forecasted test year ratemaking procedures and policies to Ms. Sturgeon; work on same.	Riggs, Kendrick	7	\$379.00	\$2,653.00
08/19/2014 -	Revisions to information request comparison chart and send new version to Mr. Ingram	Parsons, Matt	0.8	\$198.00	\$158.40
08/20/2014 -	Travel to/from Louisville for client meeting; prepare for rate case schedules meeting with client; prepare for filing assignments meeting with client	Ingram, III, Lindsey	5	\$304.00	\$1,520.00
08/20/2014 -	Attention to regulatory issues regarding use of FTY	Riggs, Kendrick	0.5	\$379.00	\$189.50
08/21/2014 -	Meeting with client re rate case issues; preparation for meeting.	Crosby, III, W. Duncan	4.1	\$237.00	\$971.70
08/21/2014 -	Prepare for filing requirements meeting with client; travel to Louisville and attend meeting; prepare rate case schedules for client use	Ingram, III, Lindsey	6.2	\$304.00	\$1,884.80
08/21/2014 -	Prepare for and attend meeting with Ms. Sturgeon and others regarding preparation of rate case schedules based on FTP requirements; follow-up on same	Riggs, Kendrick	4	\$379.00	\$1,516.00
08/21/2014 -	Compose email re PSC rate case procedures	Wuetcher, Gerald	1.5	\$250.00	\$375.00
08/21/2014 -	Revised pleadings to reflect forecasted test year	Mandlehr, Joseph	3.5	\$176.00	\$616.00
08/22/2014 -	Preparation for and attend meeting with Ms. Sturgeon and State Regulation on FYT KPSC regulations and filing requirements; follow-up on same	Riggs, Kendrick	3	\$379.00	\$1,137.00
08/22/2014 -	Travel to/from Louisville for rate case schedules meeting; attend meeting with client; prepare for meeting	Ingram, III, Lindsey	6.2	\$304.00	\$1,884.80
08/22/2014 -	Work on memorandum regarding expected procedural schedule and assignment of KPSC staff to base rate case filing	Riggs, Kendrick	0.2	\$379.00	\$75.80
08/22/2014 -	Research; prepare memo re PSC procedures	Wuetcher, Gerald	4.5	\$250.00	\$1,125.00
08/22/2014 -	Review testimonies and issues related to future test year	Hendricks, J. Wade	1.7	\$314.00	\$533.80
08/25/2014 -	Continued work on draft pleadings; research re 2000 LG&E gas case and Duke orders concerning revenue requirement determined by rate base vs. capitalization	Mandlehr, Joseph	5.1	\$176.00	\$897.60
08/25/2014 -	Review FTY rate base/capital evaluation method; review PSC precedent re same; correspond with client re rate case schedules; review projected case timeline	Ingram, III, Lindsey	3.5	\$304.00	\$1,064.00
08/25/2014 -	Revise/complete memo on PSC procedures; call re PSC filing procedure	Wuetcher, Gerald	3.1	\$250.00	\$775.00
08/25/2014 -	Analysis of forecasted test year schedule issues; preparation for and telephone conference with Ms. Sturgeon and state regulation re same.	Riggs, Kendrick	5.8	\$379.00	\$2,198.20

08/25/2014 -	Examine rate orders and regulations; analysis of revenue requirement methodology	Watt, Robert	1	\$379.00	\$379.00
08/26/2014 -	Work on rate case pleadings	Mandlehr, Joseph	1.2	\$176.00	\$211.20
08/26/2014 -	Review and edit projected case timeline; review prior FTY case schedules for same; perform research re two calendar year issue in other FTY cases and draft correspondence re same	Ingram, III, Lindsey	4.8	\$304.00	\$1,459.20
08/26/2014 -	Attention to forecasted test year schedule issues and other regulatory issues.	Riggs, Kendrick	2.4	\$379.00	\$909.60
08/27/2014 -	Research re filing requirements straddling issue and prepare memo re same; research re calendar year issue and prepare memo re same; work on setting up FTP site	Ingram, III, Lindsey	5.1	\$304.00	\$1,550.40
08/27/2014 -	Attention to forecasted test year schedule issues.	Riggs, Kendrick	0.3	\$379.00	\$113.70
08/27/2014 -	Updated pleadings based on expected procedural schedule	Mandlehr, Joseph	1.2	\$176.00	\$211.20
08/28/2014 -	Phone call with Ms. Sturgeon re FTY issues; review emails re rate base question	Ingram, III, Lindsey	0.6	\$304.00	\$182.40
08/28/2014 -	Analysis of FYP schedule issues; analysis of ratemaking issues; analysis of intervention issues	Riggs, Kendrick	3.3	\$379.00	\$1,250.70
08/28/2014 -	Research and analysis re Metro Government intervention issue	Hendricks, J. Wade	1.4	\$314.00	\$439.60
08/29/2014 -	Review and revise analysis and additional research re rate case intervention issues	Hendricks, J. Wade	1.7	\$314.00	\$533.80
08/29/2014 -	Research the power of consolidated local governments to direct a county attorney; draft memo re Louisville Metro's proposed intervention in the LG&E rate case.	Sherman, Stephen	5.8	\$208.00	\$1,206.40
08/29/2014 -	Phone calls and correspondence regarding file sharing site setup; attention to site setup	Ingram, III, Lindsey	1	\$304.00	\$304.00
08/29/2014 -	Conference call with Mr. Riggs re future test period filing requirements; research future test period filing requirements	Wuetcher, Gerald	4.7	\$250.00	\$1,175.00
08/30/2014 -	Analysis of forecasted test year schedules; work on electronic storage of rate case documents.	Riggs, Kendrick	0.7	\$379.00	\$265.30
08/30/2014 -	Edit rate base memo and correspondence re same; review relevant regulation	Ingram, III, Lindsey	0.8	\$304.00	\$243.20
08/30/2014 -	Research re future test period filing requirements	Wuetcher, Gerald	0.5	\$250.00	\$125.00
08/31/2014 -	Attention to issues re forecasted test year schedules.	Riggs, Kendrick	0.1	\$379.00	\$37.90
08/04/2014 E106 - Online Research	Lexis Charges	Wuetcher, Gerald	1	\$13.92	\$13.92
08/05/2014 E106 - Online Research	Lexis Charges	Wuetcher, Gerald	1	\$4.64	\$4.64
08/08/2014 E110 - Out-of-town Travel	Long distance transportation, mileage louisville 8/4 VENDOR: Ingram,III Lindsey W; INVOICE#: 80814; DATE: 8/8/2014	Ingram, III, Lindsey	1	\$85.68	\$85.68
08/08/2014 E110 - Out-of-town Travel	Lodging, parking and etc. parking 8/4 VENDOR: Ingram,III Lindsey W; INVOICE#: 80814; DATE: 8/8/2014	Ingram, III, Lindsey	1	\$7.00	\$7.00

08/08/2014 E110 - Out-of-town Travel	Long distance transportation, mileage louisville 8/5 Lindsey W; INVOICE#: 80814; DATE: 8/8/2014	Ingram, III, Lindsey	1	\$86.87	\$86.87
08/08/2014 E110 - Out-of-town Travel	Lodging, parking and etc. parking 8/5 INVOICE#: 80814; DATE: 8/8/2014	Ingram, III, Lindsey	1	\$6.00	\$6.00
08/14/2014 E101 - Copying	Duplicating Charges		25	\$0.08	\$2.00
08/14/2014 E101 - Copying	Duplicating Charges		47	\$0.08	\$3.76
08/14/2014 E101 - Copying	Duplicating Charges		34	\$0.08	\$2.72
08/14/2014 E101 - Copying	Duplicating Charges		67	\$0.08	\$5.36
08/14/2014 E101 - Copying	Duplicating Charges		52	\$0.08	\$4.16
08/14/2014 E101 - Copying	Duplicating Charges		48	\$0.08	\$3.84
08/14/2014 E101 - Copying	Duplicating Charges		48	\$0.08	\$3.84
08/15/2014 E110 - Out-of-town Travel	Lodging, parking and etc. Reimburse 8/4/14 parking for meeting at LG&E/KU VENDOR: Riggs, Kendrick R; INVOICE#: 081514; DATE: 8/15/2014	Riggs, Kendrick	1	\$5.00	\$5.00
08/18/2014 E101 - Copying	Duplicating Charges		438	\$0.08	\$35.04
08/18/2014 E101 - Copying	Duplicating Charges		34	\$0.08	\$2.72
08/18/2014 E101 - Copying	Duplicating Charges		25	\$0.08	\$2.00
08/18/2014 E101 - Copying	Duplicating Charges		48	\$0.08	\$3.84
08/18/2014 E101 - Copying	Duplicating Charges		48	\$0.08	\$3.84
08/18/2014 E101 - Copying	Duplicating Charges		52	\$0.08	\$4.16
08/22/2014 E110 - Out-of-town Travel	Long distance transportation, mileage louisville 8/20 Lindsey W; INVOICE#: 82214; DATE: 8/22/2014	Ingram, III, Lindsey	1	\$86.87	\$86.87
08/22/2014 E110 - Out-of-town Travel	Lodging, parking and etc. parking 8/20 INVOICE#: 82214; DATE: 8/22/2014	Ingram, III, Lindsey	1	\$5.00	\$5.00
08/25/2014 E106 - Online Research	Lexis Charges	Mandlehr, Joseph	1	\$1.52	\$1.52
08/29/2014 E110 - Out-of-town Travel	Lodging, parking and etc. parking 8/21,22 INVOICE#: 82914; DATE: 8/29/2014	Ingram, III, Lindsey	1	\$16.00	\$16.00
08/29/2014 E110 - Out-of-town Travel	Long distance transportation, mileage louisville 8/21,22 Ingram,III Lindsey W; INVOICE#: 82914; DATE: 8/29/2014	Ingram, III, Lindsey	1	\$173.73	\$173.73

The Prime Group

Ref. 107157
P.O. 85827
Jeddyhoo

Invoice for Services Rendered

Invoice Date: June 2, 2014

Invoice Number 62014-2



To: LG&E
P.O. Box 32010
Louisville, KY 40232

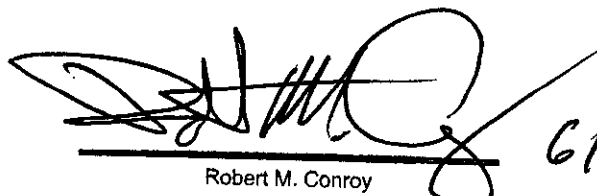
Attn: Mr. Robert Conroy

3.5 hours of consulting work by Marty Blake @ \$200.00/hr performed during May for meeting with LG&E/KU personnel to discuss issues in the upcoming rate case. \$ 700.00

3.5 hours of consulting work by Larry Feltner @ \$150.00/hr performed during May for meeting with LG&E/KU personnel to discuss issues in the upcoming rate case. \$ 525.00

Total due for work performed in May \$ 1,225.00

Please remit payment to: **The Prime Group, LLC**
P.O. Box 837
Crestwood, KY 40014-0837


Robert M. Conroy
Director - Rates
LG&E and KU Energy, LLC
6/11/14

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JUN 12 2014

ACCOUNTS PAYABLE

The Prime Group, LLC
P. O. Box 837 • Crestwood, KY • 40014-0837
Phone 502-425-7882 FAX 502-326-9894

Attachment to Response to Question No. 54(a)

Page 37 of 44

Conroy

The Prime Group

Ref. 107711

P.O. 86520

Judith Hoover

Invoice for Services Rendered

Invoice Date: July 1, 2014

Invoice Number: 72014-2

To: LG&E
P.O. Box 32010
Louisville, KY 40232

Attn: Mr. Robert Conroy

Complete

3.0 hours of consulting work by Marty Blake @ \$200.00/hr performed during June for meetings with LG&E/KU personnel to discuss issues in the upcoming rate case. \$ 600.00

7.5 hours of consulting work by Larry Feltner @ \$150.00/hr performed during June for meetings with LG&E/KU personnel to discuss issues in the upcoming rate case. \$ 1,125.00

Total due for work performed in June \$ 1,725.00

Please remit payment to: **The Prime Group, LLC**
P.O. Box 837
Crestwood, KY 40014-0837

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JUL 08 2014

ACCOUNTS PAYABLE

The Prime Group, LLC
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Phone 502-425-7882 FAX 502-326-9894

Attachment to Response to Question No. 54(a)

Page 38 of 44

Conroy



This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondence related to this order.

PURCHASE ORDER		
PURCHASE ORDER NO. 86520	REVISION 0	PAGE 2
SHIP TO: LG&E CENTER FLOOR 5 220 WEST MAIN ST. P.O. BOX 32010 LOUISVILLE, KY 40202 United States		
BILL TO: LG&E AND KU SERVICES COMPANY 820 WEST BROADWAY LOUISVILLE, KY 40202 United States		

VENDOR: THE PRIME GROUP LLC
6001 CLAYMONT VILLAGE DR
STE 8
CRESTWOOD, KY 40014
United States

VENDOR NO. 19025	DELIVER TO Schooler, Judy A PHONE NUMBER 502/627-2825	DATE OF ORDER/BUYER 07-JUL-14 Clark, Jodi R	REVISED DATE/BUYER Clark, Jodi R
PAYMENT TERMS 30 NET DAYS		BUYER'S EMAIL JODI.CLARK@LGE-KU.COM	F.O.B. DESTINATION
		BUYER TELEPHONE/FAX 502/627-2455	
FREIGHT TERMS PREPAID ADD		SHIP VIA BEST WAY POSSIBLE	VENDOR CONTACT/TELEPHONE (502) 425-7882

Item	Part Number/Description	Delivery Date	Quantity	Unit	Unit Price	Extension
1	Supplier #: Expenses related to 2014 Rate Case • SHIP TO: Address at top of page	03-JUL-14		EACH		1,725.00
		03-JUL-14	1725	EACH		

RECEIVED

JUL 08 2014

ACCOUNTS PAYABLE

Robert M. Conroy
Director - Rates
LG&E and KU Energy, LLC

See Attachments	TOTAL:	1,725.00

The Prime Group

Reg. 108491
P.O. 87355
Jellyschulte

Invoice for Services Rendered

Invoice Date: August 1, 2014

Invoice Number 82014-1

RECEIVED

To: LG&E
P.O. Box 32010
Louisville, KY 40232

AUG 05 2014

Attn: Mr. Robert Conroy

ACCOUNTS PAYABLE

54.0 hours of consulting work by Marty Blake @ \$200.00/hr performed during July for meetings with LG&E/KU personnel to discuss issues in the upcoming rate case, preparing CSR testimony, analyzing weather normalization adjustment, preparing electric vehicle rate testimony, preparing cable TV attachment testimony and preparing cost of service testimony for LG&E and KU. \$ 10,800.00

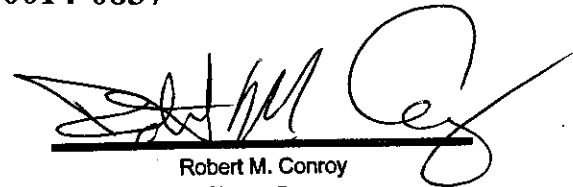
28.0 hours of consulting work by Jeff Wernert @ \$150.00/hr performed during July for preparing a cost of service studies for the upcoming rate case. \$ 4,200.00

14.0 hours of consulting work by Larry Feltner @ \$150.00/hr performed during July for meetings with LG&E/KU personnel to discuss issues in the upcoming rate case and for preparing a cost of service studies for the upcoming rate case. \$ 2,100.00

Total due for work performed in July

\$ 17,100.00

Please remit payment to: **The Prime Group, LLC**
P.O. Box 837
Crestwood, KY 40014-0837



Robert M. Conroy
Director - Rates
LG&E and KU Energy, LLC

The Prime Group, LLC
P. O. Box 837 • Crestwood, KY • 40014-0837
Phone 502-425-7882 FAX 502-326-9894

Attachment to Response to Question No. 54(a)

Page 40 of 44

Conroy

The Prime Group

Ref. 109464

P.O. 88457

Jeedy Schooler

Invoice for Services Rendered

Invoice Date: September 2, 2014

Invoice Number 92014-1

RECEIVED

To: LG&E
P.O. Box 32010
Louisville, KY 40232

SEP 12 2014

Attn: Mr. Robert Conroy

ACCOUNTS PAYABLE

6.0 hours of consulting work by Jeff Wernert @ \$150.00/hr \$ 900.00
performed during August providing assistance with CATV attachment, forecasted
test year, and standby rate for the upcoming rate case.

14.5 hours of consulting work by Larry Feltner @ \$150.00/hr \$ 2,175.00
performed during August for meetings with LG&E/KU personnel to discuss issues
in the upcoming rate case.

Total due for work performed in August

\$ 3,075.00

Please remit payment to: **The Prime Group, LLC**
P.O. Box 837
Crestwood, KY 40014-0837

 9/12/14

Robert M. Conroy
Director - Rates
LG&E and KU Energy, LLC

The Prime Group, LLC
P. O. Box 837 • Crestwood, KY • 40014-0837
Phone 502-425-7882 FAX 502-326-9894

Attachment to Response to Question No. 54(a)

Page 41 of 44

Conroy

The Prime Group

Ref 110096
P.O. 89208
Judy Scholer

Invoice for Services Rendered

Invoice Date: October 1, 2014

Invoice Number 102014-1

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OCT 07 2014

To: LG&E
P.O. Box 32010
Louisville, KY 40232

ACCOUNTS PAYABLE

Attn: Mr. Robert Conroy

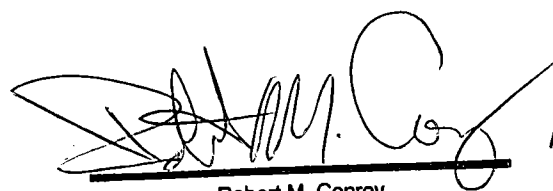
2.0 hours of consulting work by Marty Blake @ \$200.00/hr performed during September for meetings with LG&E/KU personnel to discuss issues and for providing support for the upcoming rate case. \$ 400.00

28.5 hours of consulting work by Jeff Wernert @ \$150.00/hr performed during September for meetings with LG&E/KU personnel to discuss issues and for providing support for the upcoming rate case. \$ 4,275.00

31.5 hours of consulting work by Larry Feltner @ \$150.00/hr performed during September for meetings with LG&E/KU personnel to discuss issues and for providing support for the upcoming rate case. \$ 4,725.00

Total due for work performed in September \$ 9,400.00

Please remit payment to: **The Prime Group, LLC**
P.O. Box 837
Crestwood, KY 40014-0837



10/3/14

Robert M. Conroy
Director - Rates
LG&E and KU Energy, LLC

The Prime Group, LLC
P. O. Box 837 • Crestwood, KY • 40014-0837
Phone 502-425-7882 FAX 502-326-9894

Attachment to Response to Question No. 54(a)

FINANC 073114

Reg. 108800
P.O. Box 87789
Judy Lechner

FINANCIAL CONCEPTS AND APPLICATIONS, INC.
3907 RED RIVER
AUSTIN, TEXAS 78751

(512) 458-4644

fincap@texas.net
Fax (512) 458-4768

July 31, 2014

P.O.
87789

Mr. Robert Conroy
Director -- Rates
LG&E and KU Service Company
Post Office Box 32010
Louisville, Kentucky 40232

DUE ON RECEIPT

Reference No.: 01856
Taxpayer ID No.: [REDACTED]

Consulting Services:

Research, Analysis, and Testimony Preparation
in Connection with Rate of Return for Kentucky of LG+E
Utilities before the Kentucky Public Service
Commission. KY Rate Case

RECEIVED
AUG 20 2014


For the Period:
Through July 31, 2014

ACCOUNTS PAYABLE
Professional Time:

William E. Avera			
1.5 hours @ \$	500	\$	750
Adrien M. McKenzie			
1 hours @ \$	300		300

Total

\$ 1,050


Robert M. Conroy
Director - Rates
LG&E and KU Energy, LLC


Bruce H. Fairchild

FINANCIAL CONCEPTS AND APPLICATIONS, INC.
3907 RED RIVER
AUSTIN, TEXAS 78751

Rep. 109493
P.O. 88492
Judy Johnson

(512) 458-4644

fincap@texas.net
Fax (512) 458-4768

August 31, 2014

ent#
FINANC 083114

Mr. Robert Conroy
Director -- Rates
LG&E and KU Service Company
Post Office Box 32010
Louisville, Kentucky 40232

DUE ON RECEIPT

Reference No.: 01856
Taxpayer ID No.: [REDACTED]

Consulting Services:

Research, Analysis, and Testimony Preparation
in Connection with Rate of Return for Kentucky
Utilities before the Kentucky Public Service
Commission.

For the Period:
August 1 through August 31, 2014

Professional Time:

William E. Avera			
1.5 hours @	\$ 500	\$	750
Adrien M. McKenzie			
8.5 hours @	\$ 300		2,550

Total

\$ 3,300

[Signature] 9/12/14
Robert M. Conroy
Director - Rates
LG&E and KU Energy, LLC

[Signature]
Bruce H. Fairchild

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SEP 17 2014

ACCOUNTS PAYABLE

KENTUCKY UTILITIES COMPANY

CASE NO. 2014-00371

Schedule of Ratecase Preparation Costs

Response to Commission's Order

Dated November 14, 2014

Question No. 54 (b)

Responding Witness: Robert M. Conroy

LINE NO				
1	ESTIMATED EXPENSES			
2	VENDOR	RATE	TOTAL UNITS	TOTAL ESTIMATED
3	LEGAL	\$ 265.00	1,887	\$ 500,000.00
4	CONSULTANTS	200.00	750	150,000.00
5	NEWSPAPER ADVERTISING			1,380,000.00
6	TOTAL PROJECTED COST			\$ 2,030,000.00

Note: Estimate of 2014 Rate Case expenses are based upon the recoverable 2012 Rate Case expense.

Recoverable 2012 Rate Case Expenses

Legal	\$	485,927.98
Consultants		108,215.45
Newspaper Advertising		1,059,752.95
Total	\$	<u>1,653,896.38</u>

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Request for Information
Dated November 14, 2014**

Case No. 2014-00371

Question No. 55

Responding Witness: Valerie L. Scott

Q-55. Provide the following information for the most recent calendar year concerning the utility and any affiliated service corporation or corporate service division/unit:

- a. A schedule detailing the costs, those directly charged, and those allocated by, the utility to the service corporation. Indicate the utility's accounts where these costs were originally recorded. For costs that are allocated, include a description of the allocation factors utilized.
- b. A schedule detailing the costs, those directly charged, and those allocated by, the service corporation to the utility. Identify the utility's accounts where these costs were recorded. For costs that are allocated, include a description of the allocation factors utilized.

A-55. a. See attached.

b. See attached.

For allocation methodologies, see the Cost Allocation Manual in Tab 51 of the Filing Requirements.

BILLED TO THE SERVICE COMPANY (LKS) FROM KENTUCKY UTILITIES COMPANY (KU)
FOR THE 2013 CALENDAR YEAR

FERC		CHARGE		
Account	FERC Account Description	Direct	Indirect	Grand Total
107	Construction Work In Progress	14.14		14.14
500	Operation Supervision And Engineering		52.05	52.05
566	Miscellaneous Transmission Expenses		150.87	150.87
570	Maintenance Of Station Equipment	113.15		113.15
903	Customer Records And Collection Expenses		282.87	282.87
935	Maintenance Of General Plant		150,936.57	150,936.57
Grand Total		127.29	151,422.36	151,549.65

BILLED TO THE SERVICE COMPANY (PPL SERVICES CORPORATION)
FROM KENTUCKY UTILITIES COMPANY (KU)
FOR THE 2013 CALENDAR YEAR

FERC		CHARGE	
Account	FERC Account Description	Direct	Grand Total
454	Rent From Electric Property	209,975.02	209,975.02
Grand Total		209,975.02	209,975.02

BILLED TO KENTUCKY UTILITIES COMPANY (KU) FROM THE SERVICE COMPANY (LKS)
FOR THE 2013 CALENDAR YEAR

		CHARGE		
FERC				
Account	FERC Account Description	Direct	Indirect	Grand Total
107	Construction Work In Progress	37,807,651.15		37,807,651.15
108	Accumulated Provision For Depreciation Of Utility Plant	562,660.67		562,660.67
131	Cash	(678,603.43)		(678,603.43)
151	Fuel Stock	473,517,369.85		473,517,369.85
163	Stores Expense Undistributed	406,840.02		406,840.02
165	Prepayments	9,378,738.62		9,378,738.62
182.3	Other Regulatory Assets	122,115.86		122,115.86
183	Preliminary Survey And Investigation Charges	230,889.81		230,889.81
184	Clearing Accounts	23,596,280.89		23,596,280.89
186	Miscellaneous Deferred Debits	424,706.06		424,706.06
228	Obligations Under Capital Leases - Non-Current	3,045,736.46		3,045,736.46
228.3	Accumulated Provision For Pensions And Benefits	863,011.14		863,011.14
232	Accounts Payable	233,665.09		233,665.09
236	Taxes Accrued	(701,613.09)		(701,613.09)
242	Miscellaneous Current And Accrued Liabilities	486,505.12		486,505.12
253	Other Deferred Credits	1,216,718.71		1,216,718.71
408.1	Taxes Other Than Income Taxes, Utility Operating Income	4,279,493.35		4,279,493.35
419	Interest And Dividend Income	(1.90)		(1.90)
426	Miscellaneous Amortization	666,651.29	108,771.10	775,422.39
426.1	Donations	81,477.56	2,873.90	84,351.46
426.3	Penalties	171,584.00		171,584.00
426.4	Expenditures For Certain Civic, Political And Related Activities	918.74	1,147,710.65	1,148,629.39
426.5	Other Deductions	630,330.12	267,359.36	897,689.48
456	Other Electric Revenues	12,163.57		12,163.57
500	Operation Supervision And Engineering	196,513.41	4,084,555.79	4,281,069.20

BILLED TO KENTUCKY UTILITIES COMPANY (KU) FROM THE SERVICE COMPANY (LKS)
 FOR THE 2013 CALENDAR YEAR

		CHARGE		
FERC				
Account	FERC Account Description	Direct	Indirect	Grand Total
501	Fuel	552,351.40	843,013.36	1,395,364.76
502	Steam Expenses	152,391.37	18,689.99	171,081.36
505	Electric Expenses	1,100.14		1,100.14
506	Miscellaneous Steam Power Expenses	184,173.40		184,173.40
510	Maintenance Supervision And Engineering	508,136.09	205,628.47	713,764.56
511	Maintenance Of Structures	7,865.95		7,865.95
512	Maintenance Of Boiler Plant	5,603.25		5,603.25
513	Maintenance Of Electric Plant	37,041.73	65,215.03	102,256.76
514	Maintenance Of Miscellaneous Steam Plant	10,118.12		10,118.12
549	Miscellaneous Other Power Generation Expenses	2,438.78		2,438.78
553	Maintenance Of Generating And Electric Equipment	3,622.24		3,622.24
556	System Control And Load Dispatching	90,355.65	1,554,617.23	1,644,972.88
560	Operation Supervision And Engineering	58,365.88	1,606,538.85	1,664,904.73
561	Load Dispatching		10,138.43	10,138.43
561.1	Load Dispatch-Reliability		2,676,492.16	2,676,492.16
561.5	Reliability, Planning And Standards Development		990,247.35	990,247.35
561.6	Transmission Service Studies	11,658.25		11,658.25
562	Station Expenses	5,599.05		5,599.05
563	Overhead Line Expenses	87,296.68		87,296.68
566	Miscellaneous Transmission Expenses	1,816,804.20	614,251.43	2,431,055.63
570	Maintenance Of Station Equipment	409,542.88	33,717.09	443,259.97
571	Maintenance Of Overhead Lines	107,088.79		107,088.79
573	Maintenance Of Miscellaneous Transmission Plant	54,212.01	10,487.05	64,699.06
580	Operation Supervision And Engineering	749,340.32	448,161.63	1,197,501.95
581	Load Dispatching		993,632.31	993,632.31

BILLED TO KENTUCKY UTILITIES COMPANY (KU) FROM THE SERVICE COMPANY (LKS)
 FOR THE 2013 CALENDAR YEAR

		CHARGE		
FERC				
Account	FERC Account Description	Direct	Indirect	Grand Total
582	Station Expenses	15,843.15		15,843.15
583	Overhead Line Expenses	375,437.07		375,437.07
584	Underground Line Expenses	427.75		427.75
586	Meter Expenses	589,359.13	15,490.60	604,849.73
588	Miscellaneous Distribution Expenses	710,883.23	438,382.06	1,149,265.29
590	Maintenance Supervision And Engineering	4,713.07	1,828.13	6,541.20
592	Maintenance Of Station Equipment	3,768.10		3,768.10
593	Maintenance Of Overhead Lines	119,696.43		119,696.43
594	Maintenance Of Underground Lines	4,918.89		4,918.89
598	Maintenance Of Miscellaneous Distribution Plant	5,852.36		5,852.36
901	Supervision	2,086,470.32	429,450.09	2,515,920.41
902	Meter Reading Expenses	116,342.96	54,426.98	170,769.94
903	Customer Records And Collection Expenses	4,973,868.00	5,730,974.73	10,704,842.73
905	Miscellaneous Customer Accounts Expenses	465,260.78		465,260.78
907	Supervision	22,176.16	261,966.50	284,142.66
908	Customer Assistance Expenses	12,392,671.28	569,127.43	12,961,798.71
909	Informational And Instructional Advertising Expenses	404,973.83		404,973.83
910	Miscellaneous Customer Service And Informational Expenses	156,086.36	212,025.48	368,111.84
912	Demonstrating And Selling Expenses	41,970.00		41,970.00
920	Administrative And General Salaries	1,824,050.07	26,274,332.78	28,098,382.85
921	Office Supplies And Expenses	1,898,391.86	4,782,580.16	6,680,972.02
923	Outside Services Employed	3,206,846.63	11,896,488.12	15,103,334.75
924	Property Insurance	218,385.50	22,063.47	240,448.97
925	Injuries And Damages	219,461.03	35,927.53	255,388.56
926	Employee Pensions And Benefits	17,940,979.34	184,625.19	18,125,604.53

BILLED TO KENTUCKY UTILITIES COMPANY (KU) FROM THE SERVICE COMPANY (LKS)
FOR THE 2013 CALENDAR YEAR

		CHARGE		
FERC				
Account	FERC Account Description	Direct	Indirect	Grand Total
	928 Regulatory Commission Expenses	610,943.44		610,943.44
	930.1 General Advertising Expenses	455,657.30	75,352.15	531,009.45
	930.2 Miscellaneous General Expenses	344,027.40	1,351,758.21	1,695,785.61
	931 Rents	62,808.00	162,635.91	225,443.91
	935 Maintenance Of General Plant	1,065,255.29	4,341,909.43	5,407,164.72
Grand Total		<u>611,744,433.98</u>	<u>72,523,446.13</u>	<u>684,267,880.11</u>

BILLED TO KENTUCKY UTILITIES COMPANY (KU)
FROM THE SERVICE COMPANY (PPL SERVICES CORPORATION)
FOR THE 2013 CALENDAR YEAR

		CHARGE		
FERC				
Account	FERC Account Description	Direct	Indirect	Grand Total
	107 Construction Work In Progress	3,987.36		3,987.36
	500 Operation Supervision And Engineering		4,002.87	4,002.87
	908 Customer Assistance Expenses	1,928.41		1,928.41
	921 Office Supplies And Expenses	(201,903.82)	69,608.72	(132,295.10)
	925 Injuries And Damages	226,985.63		226,985.63
Grand Total		<u>30,997.58</u>	<u>73,611.59</u>	<u>104,609.17</u>

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Request for Information
Dated November 14, 2014**

Case No. 2014-00371

Question No. 56

Responding Witness: Valerie L. Scott

Q-56. Provide the following information for the most recent calendar year concerning all affiliate-related activities not identified in response to Item 55:

- a. Provide the names of affiliates that provided some form of service to the utility and the type of service the utility received from each affiliate.
- b. Provide the names of affiliates to whom the utility provided some form of service and the type of service the utility provided to each affiliate.
- c. Identify the service agreement with each affiliate, state whether the service agreement has been previously filed with the Commission, and identify the proceeding in which it was filed. Provide each service agreement that has not been previously filed with the Commission.

A-56. a. See attached.

b. See attached.

c. See attached. Service agreements are listed below for each affiliate. No service agreements have previously been filed with the Commission.

Affiliate	Service Agreement	Attachment Reference No.
LG&E and KU Services Company settling LG&E and KU Energy LLC charges	<ul style="list-style-type: none"> • 2011 Utility Money Pool Agreement • Amended and Restated Utility Services Agreement • PPL and Consenting Members of its Consolidated Group Agreement for Filing Consolidated Income Tax Returns and for Allocation of Consolidated Income Tax Liabilities and Benefits 	<ul style="list-style-type: none"> • 1 • 2 • 3
LG&E and KU Services Company settling LG&E and KU Capital LLC charges	<ul style="list-style-type: none"> • Amended and Restated Utility Services Agreement 	<ul style="list-style-type: none"> • 2
Louisville Gas and Electric Company	<ul style="list-style-type: none"> • 2011 Utility Money Pool Agreement • Amended and Restated Utility Services Agreement • Power Supply System Agreement • Transmission Coordination Agreement 	<ul style="list-style-type: none"> • 1 • 2 • 4 • 5
Ohio Valley Electric Corporation	<ul style="list-style-type: none"> • Amended and Restated Intercompany Power Agreement 	<ul style="list-style-type: none"> • 6
LG&E and KU Services Company settling with PPL Energy Funding Corporation for PPL Corporation charges ¹	<ul style="list-style-type: none"> • Utility Services Agreement for Third-Party Vendor Costs • Amended and Restated Utility Services Agreement 	<ul style="list-style-type: none"> • 7 • 2
LG&E and KU Services Company settling with PPL Energy Funding Corporation for PPL Energy Supply, LLC charges	<ul style="list-style-type: none"> • Utility Services Agreement for Third-Party Vendor Costs 	<ul style="list-style-type: none"> • 7

¹ Financing application filed with the Commission, Case Number 2012-00233 related to charges for forward starting swaps.

PPL Electric Utilities Corporation	<ul style="list-style-type: none">• Mutual Assistance Service Agreement	<ul style="list-style-type: none">• 8
LG&E and KU Services Company settling Western Kentucky Energy Corp. charges	<ul style="list-style-type: none">• Amended and Restated Utility Services Agreement	<ul style="list-style-type: none">• 2

Kentucky Utilities Company
Services Received from Affiliates Other than Service Companies
For the Calendar Year 2013

LG&E and KU Capital LLC

Capital Expenditures
Equipment/Facilities
Office and Administrative Services
Outside Services

Louisville Gas & Electric Company

Capital Expenditures
Charitable/Community Contributions
Direct-Indirect Labor
Equipment/Facilities
Fringe Benefits/Overheads
Materials/Fuels
Office and Administrative Services
Outside Services
Purchased Power

LG&E and KU Energy LLC

Income Tax Settlements
Benefit Plan Payments
Building Lease and Associated Expenses
Capital Contributions

Ohio Valley Electric Corporation

Purchased Power
Dividends

PPL Corporation

Edison Electric Institute Dues
Financing - Forward Starting Swaps
Credit Monitoring Fees
Rating Agency Fees
Subscriptions

PPL Energy Supply, LLC

Letter of Credit Fees

**Kentucky Utilities Company
Services Provided to Affiliates Other than Service Companies
For the Calendar Year 2013**

LG&E and KU Capital LLC

Capital Expenditures
Labor and Benefits
Equipment/Facilities
Materials
Office and Administrative Services
Outside Services

Louisville Gas & Electric Company

Capital Expenditures
Direct-Indirect Labor
Equipment/Facilities
Fringe Benefits/Overheads
Materials/Fuels
Office and Administrative Services
Outside Services
Power Sales

Western Kentucky Energy Corp.

Correction of Intercompany Charge

LG&E and KU Energy LLC

Income Tax Settlements
Building Lease and Associated Charges
Dividends

PPL Corporation

Payroll Tax Reimbursement

PPL Electric Utilities Corporation

Mutual Assistance

2011 UTILITY MONEY POOL AGREEMENT

This Amended Utility Money Pool Agreement (the "Agreement"), dated as of December 1, 2011, is made and entered into by and among LG&E and KU Energy LLC ("LKE") (f/k/a E.ON U.S. LLC), a Kentucky limited liability company, a Kentucky limited liability company and a holding company under the Federal Power Act ("FPA") and the Public Utility Holding Company Act of 2005 ("PUHCA 2005"), each as amended, LG&E and KU Services Company ("LG&E and KU Services") (f/k/a E.ON U.S. Services Inc.), a Kentucky corporation and a non-utility subsidiary of LKE and a service company under PUHCA 2005, (in its role as administrator of the money pool), Louisville Gas and Electric Company ("LG&E") and Kentucky Utilities Company ("KU") (each a "Party" and collectively, the "Parties"). LKE shall participate in the money pool as a lender only ("Lender").

WITNESSETH:

WHEREAS, pursuant to an Amended Utility Money Pool Agreement dated December 17, 2007, (the "Prior Agreement") the Parties previously established a Money Pool (the "Utility Money Pool") to coordinate and provide for certain of their short-term cash and working capital requirements; and

WHEREAS, the parties desire to terminate the Prior Agreement and enter into this Agreement to govern the Utility Money Pool; and

WHEREAS, the utility subsidiaries that will participate in the Utility Money Pool (each a "Utility Subsidiary" and collectively, the "Utility Subsidiaries") will from time to time have need to borrow funds on a short-term basis, and certain of the Parties will from time to time have funds available to loan on a short-term basis;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions contained herein, the Parties hereto agree as follows:

ARTICLE I
CONTRIBUTIONS AND BORROWINGS

Section 1.01 Contributions to Utility Money Pool.

Each Party will determine each day, on the basis of cash flow projections and other relevant factors, in such Party's sole discretion, the amount of funds it has available for contribution to the Utility Money Pool, and will contribute such funds to the Utility Money Pool. The determination of whether a Party at any time has surplus funds to lend to the Utility Money Pool or shall lend funds to the Utility Money Pool will be made by or under the direction of such Party's chief financial officer or treasurer, or by their authorized designee, on the basis of cash flow projections and other relevant factors, in such Party's sole discretion. Each Party may withdraw any of its funds at any time upon notice to LG&E and KU Services as administrative agent of the Utility Money Pool.

Section 1.02 Rights to Borrow.

Subject to the provisions of Section 1.04(c) of this Agreement, short-term borrowing needs of the Utility Subsidiaries may be met by funds in the Utility Money Pool to the extent such funds are available. Each Utility Subsidiary shall have the right to make short-term borrowings from the Utility Money Pool from time to time, subject to the availability of funds and the limitations and conditions set forth herein, in the FPA and PUHCA 2005 and in the applicable orders of the Federal Energy Regulatory Commission ("FERC") thereunder. Each Utility Subsidiary may request loans from the Utility Money Pool from time to time during the period from the date hereof until this Agreement is terminated by written agreement of the Parties; provided, however, that the aggregate amount of all loans requested by any Utility Subsidiary hereunder shall not exceed the applicable borrowing limits set forth in applicable orders of the FERC and other regulatory authorities, resolutions of such Utility Subsidiary's Board of Directors, such Utility Subsidiary's governing corporate documents, and agreements binding upon such Utility Subsidiary. No loans through the Utility Money Pool will be made to, and no borrowings through the Utility Money Pool will be made by, LKE or LG&E and KU Services.

Section 1.03 Source of Funds.

Funds will be available through the Utility Money Pool from the following sources for use by the Parties from time to time: (1) surplus funds in the treasuries of the Utility Subsidiaries, (2) surplus funds in the treasuries of LKE, (3) intercompany short-term loans, and (4) proceeds from bank borrowings and/or the sale of commercial paper by each of the Parties (other than LG&E and KU Services) ("External Funds"), in each case to the extent permitted by applicable laws and regulatory orders. Funds will be made available from such sources in such other order as LG&E and KU Services, as administrator of the Utility Money Pool, may determine will result in a lower cost of borrowing to companies borrowing from the Utility Money Pool, consistent with the individual borrowing needs and financial standing of the Parties providing funds to the Utility Money Pool.

Section 1.04 Authorization.

(a) Each loan shall be authorized by or under the direction of the lending Party's chief financial officer or treasurer, or by their authorized designee.

(b) LG&E and KU Services, as administrator of the Utility Money Pool, will provide each Party with periodic activity and cash accounting reports that include, among other things, reports of cash activity, the daily balance of loans outstanding and the calculation of interest charged.

(c) All borrowings from the Utility Money Pool shall be authorized by or under the direction of the borrowing Party's chief financial officer or treasurer, or by their authorized designee. No Party shall be required to effect a borrowing through the Utility Money Pool if

such Party determines that it can (and is authorized to) effect such borrowing at lower cost directly from banks or through the sale of its own commercial paper.

Section 1.05 Interest.

The daily outstanding balance of all loans to any Utility Subsidiary during a calendar month shall accrue interest at the rates for A2/P2/F2 rated US Commercial Paper programs as quoted by Bloomberg under the ticker DCPD030D on the last business day of the prior calendar month. LG&E and KU Services will not charge interest or fees for managing the Utility Money Pool.

Section 1.06 Certain Costs.

The cost of compensating balances and fees paid to banks to maintain credit lines by Parties lending External Funds to the Utility Money Pool shall be paid by the Party maintaining such line.

Section 1.07 Repayment.

Each Utility Subsidiary receiving a loan from the Utility Money Pool hereunder shall repay the principal amount of such loan, together with all interest accrued thereon, on demand and in any event within 365 days of the date on which such loan was made. All loans made through the Utility Money Pool may be prepaid by the borrower without premium or penalty.

Section 1.08 Form of Loans to Utility Subsidiaries.

Loans to the Utility Subsidiaries from the Utility Money Pool shall be made as open-account advances, pursuant to the terms of this Agreement. A separate promissory note will not be required for each individual transaction. Instead, a promissory note evidencing the terms of the transactions shall be signed by the Parties to the transaction. Any such note shall: (a) be in substantially the form attached hereto as Exhibit A; (b) be dated as of the date of the initial borrowing; (c) be payable on demand; and (d) be repayable in whole at any time or in part from time to time, without premium or penalty.

ARTICLE II OPERATION OF UTILITY MONEY POOL

Section 2.01 Operation.

Operation of the Utility Money Pool, including record keeping and coordination of loans, will be handled by LG&E and KU Services under the authority of the appropriate officers of the Parties. LG&E and KU Services shall be responsible for the determination of all applicable interest rates and charges to be applied to advances outstanding at any time hereunder, shall maintain records of all balances, advances, interest charges and accruals, maturity dates, interest and principal payments, security, restrictions, and/or methods or Parties' duties regarding the above (all, as and if applicable) for purposes hereof, and shall prepare periodic reports thereof for

the Parties. LG&E and KU Services will not charge for managing the Utility Money Pool. Such documentation shall be maintained in accordance with the applicable documentation requirements of the FERC's Uniform System of Accounts. Separate records shall be kept by LG&E and KU Services for the Utility Money Pool established by this Agreement and any other money pool administered by LG&E and KU Services.

Section 2.02 Investment of Surplus Funds in the Utility Money Pool.

Funds not required for the Utility Money Pool loans (with the exception of funds required to satisfy the Utility Money Pool's liquidity requirements) will ordinarily be invested in one or more short-term investments, including (i) interest-bearing accounts with banks; (ii) obligations issued or guaranteed by the U.S. government and/or its agencies and instrumentalities, including obligations under repurchase agreements; (iii) obligations issued or guaranteed by any state or political subdivision thereof, provided that such obligations are rated not less than A by a nationally recognized rating agency; (iv) commercial paper rated not less than A-1 by S&P or P-1 by Moody's, or their equivalent by a nationally recognized rating agency; (v) money market funds; (vi) bank certificates of deposit; (vii) Eurodollar funds and (viii) such other investments as are permitted by Section 203 of the FPA and Rule 33 thereunder.

Section 2.03 Allocation of Interest Income and Investment Earnings.

The interest income and other investment income earned by the Utility Money Pool on loans and investment of surplus funds will be allocated among the Parties in accordance with the proportion each Party's contribution of funds in the Utility Money Pool bears to the total amount of funds in the Utility Money Pool. Interest and other investment earnings will be computed on a daily basis and settled once per month.

Section 2.04 Event of Default.

If any Utility Subsidiary shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against any Party seeking to adjudicate it bankrupt or insolvent, then LG&E and KU Services, on behalf of the Utility Money Pool, may, by notice to the Utility Subsidiary, terminate the Utility Money Pool's commitment to the Utility Subsidiary and/or declare the principal amount then outstanding of, and the accrued interest on, the loans and all other amounts payable to the Utility Money Pool by the Utility Subsidiary hereunder to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by each Utility Subsidiary.

ARTICLE III
MISCELLANEOUS

Section 3.01 Amendments.

No amendment to this Agreement shall be adopted except in a writing executed by a duly authorized officer of each of the Parties hereto and subject to all applicable approvals by the FERC and the applicable state utility regulatory commission.

Section 3.02 Legal Responsibility.

Nothing herein contained shall render any Party liable for the obligations of any other Party hereunder and the rights, obligations and liabilities of the Parties are several in accordance with their respective obligations, and not joint.

Section 3.03 Rules for Implementation.

The Parties may develop a set of guidelines for implementing the provisions of this Agreement, provided that the guidelines are consistent with all of the provisions of this Agreement.

Section 3.04 Governing Law.


This Agreement shall be governed by and construed in accordance with, the laws of the Commonwealth of Kentucky.

Section 3.05 Termination of Prior Agreement

Upon the effectiveness of this Agreement, including applicable FERC or state utility commission approvals, the Prior Agreement shall be deemed terminated and no further effect.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party hereto as of the date first above written.

**LG&E AND KU ENERGY LLC
LG&E AND KU SERVICES COMPANY**

By: 
Name: S. Bradford Rives
Title: Chief Financial Officer

**LOUISVILLE GAS AND ELECTRIC COMPANY
KENTUCKY UTILITIES COMPANY**

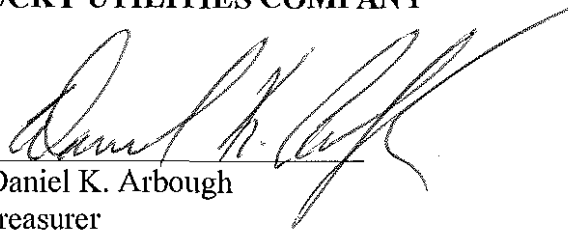
By: 
Name: Daniel K. Arbough
Title: Treasurer

Exhibit A
To 2011 Utility Money Pool Agreement

FORM OF NOTE

FOR VALUE RECEIVED, the undersigned, _____ (the "Borrower"), hereby promises to pay to the order of LG&E and KU Services Company, as administrator of the Utility Money Pool as defined in the 2011 Utility Money Pool Agreement (as defined below), at its principal office in Louisville, Kentucky, on demand, the principal amount outstanding from time to time under that certain 2011 Utility Money Pool Agreement dated as of _____, 2011 by and among LG&E and KU Energy LLC, LG&E and KU Services Company, as administrator, the undersigned, and each of the other utility subsidiaries whose name appears on the signature pages thereof (the "Money Pool Agreement"). The principal amount outstanding under this note shall bear interest at a rate determined in accordance with the Money Pool Agreement. The undersigned hereby authorizes the administrator to record on the grid on the reverse side hereof or attached hereto, or in a similar electronic record, the date and amount of each advance under the Money Pool Agreement and each payment made on account of the principal thereof. The principal amount outstanding, as set forth in such record, shall be rebuttable presumptive evidence of the principal amount owing and unpaid on this note. This note may be prepaid in full at any time or in part from time to time, without premium or penalty.

Date: _____

By: _____
Name: _____
Title: _____

AMENDED AND RESTATED UTILITY SERVICES AGREEMENT

This Amended and Restated Utility Services Agreement (this "Agreement") is entered into as of the 31st day of August, 2012, by and between Kentucky Utilities Company ("KU/ODP"), a public service company organized under Virginia and Kentucky law and doing business in Virginia as "Old Dominion Power Company"; Louisville Gas and Electric Company ("LG&E"), a public utility organized under Kentucky law; and LG&E and KU Services Company, a Kentucky corporation (the "Services Company" or "Servco").

WHEREAS, the Services Company is a direct, wholly owned subsidiary of LG&E and KU Energy LLC ("LKE");

WHEREAS, the Services Company has been formed for the purpose of providing administrative, management, and other services to subsidiaries and affiliates of LKE;

WHEREAS, KU/ODP believes that it is in the interest of KU/ODP to provide for an arrangement whereby KU/ODP may, from time to time and at the option of KU/ODP, agree to purchase such administrative, management, and other services from the Services Company;

WHEREAS, it is in the public interest for KU/ODP and LG&E to establish an arrangement whereby KU/ODP and LG&E may from time to time and at their option, agree to provide or receive services, construction, or goods on an emergency basis or otherwise to or from each other at cost less depreciation, and provide or receive interests in land from one another at cost;

WHEREAS, KU/ODP, LG&E and the Services Company or their predecessors are parties to a Utility Service Agreement dated December 9, 2011 ("Prior Agreement"), and desire to amend and restate the Prior Agreement upon approval by the Virginia State Corporation Commission;

WHEREAS, KU/ODP and LG&E jointly own certain generating facilities;

WHEREAS, KU/ODP and LG&E are directly owned subsidiaries of LKE and desire to continue to jointly operate and maintain their respective distribution facilities and jointly owned and operated generation facilities to achieve efficiencies; and

WHEREAS, KU/ODP and LG&E may, from time to time, need to transfer certain goods between one another for the operation and maintenance of certain facilities.

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

1. SERVICES. The Services Company supplies and will supply certain administrative, management, or other services to KU/ODP similar to those supplied to other subsidiaries or affiliates of LKE. Such services are and will be provided to KU/ODP only at the request of KU/ODP. Exhibit A hereto contains the Service Company's Cost Allocation Manual which lists and describes all of the services available from the Services Company.

2. PERSONNEL. The Services Company, KU/ODP, and LG&E provide and will provide such services by utilizing the services of their executives, accountants, financial advisers, technical advisers, attorneys, and other persons with the necessary qualifications.

If necessary, the Services Company and LG&E, after consultation with KU/ODP, may also arrange for the services of nonaffiliated experts, consultants, and attorneys in connection with the performance of any of the services supplied under this Agreement.

3. TRANSACTIONS BETWEEN KU/ODP AND LG&E. KU/ODP and LG&E may, from time to time, provide or receive such services, including construction to or from each other, for the operation and maintenance of their generation facilities and their respective distribution and transmission systems, as well as for retail business services. Such transactions will be invoiced at fully allocated cost and will occur only as reasonably required when KU/ODP and LG&E believe in good faith that such transactions will be to the advantage of KU/ODP and LG&E.

4. GOODS. KU/ODP and LG&E may, from time to time, provide or receive, at not more than cost less depreciation, goods purchased by either KU/ODP or LG&E.

5. INTERESTS IN LAND. KU/ODP and LG&E may, from time to time, provide or receive interests in land from one another in the ordinary course of business for the construction, ownership, operation, and maintenance of their generation facilities and their respective distribution and transmission systems. Such transactions will be invoiced at cost.

6. COMPENSATION AND ALLOCATION. As and to the extent required by law, the Services Company, KU/ODP, and LG&E provide and will provide such services at fully allocated cost in accordance with the requirements of the Cost Allocation Manual attached as Exhibit A.

7. TERMINATION AND MODIFICATION. Any party to this Agreement may terminate this Agreement by providing 60 days written notice of such termination to the remaining parties.

This Agreement is subject to termination or modification at any time to the extent its performance may conflict with the provisions of the Federal Power Act or the Public Utility Holding Company Act of 2005, as amended, or with any rule, regulation or order of the Federal Energy Regulatory Commission adopted before or after the making of this Agreement. This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

The authorization for this Agreement shall expire at the conclusion of five years beginning on the date this Agreement is given final approval by the Virginia State Corporation Commission, unless the Virginia State Corporation Commission extends its authorization.

8. BILLING AND PAYMENT. Unless otherwise agreed, payment for services provided by any of the parties to this Agreement shall be by making remittance of the amount billed or by making appropriate accounting entries on the books of the appropriate parties.

Billing will be made on a monthly basis, with the bill to be rendered by the 25th of the month, and remittance or accounting entries completed within 30 days of billing. Any amount remaining unpaid after 30 days following receipt of the bill shall bear interest thereon from the date of the bill at annual rate of A1/P1 30-day Commercial Paper.

9. NOTICE. Where written notice is required by this Agreement, all notices, consents, certificates, or other communications hereunder shall be in writing and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To KU/ODP:
One Quality Street
Lexington, Kentucky 40507
Attn: Gerald Reynolds, Secretary

To LG&E:
220 West Main Street
Louisville, Kentucky 40202
Attn: Gerald Reynolds, Secretary

To the Services Company:
220 West Main Street
Louisville, Kentucky 40202
Attn: Gerald Reynolds, Secretary

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of laws provisions.

11. MODIFICATION. No amendment, change, or modification of this Agreement shall be valid unless made in writing and signed by all parties hereto.

12. ENTIRE AGREEMENT. This Agreement, together with its exhibit, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings, or representations with respect to this subject matter are hereby terminated and canceled in their entirety and are of no further force and effect.

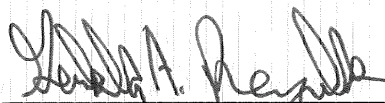
13. WAIVER. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

14. ASSIGNMENT. This Agreement shall inure to the benefit and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or any party's rights, interests, or obligations hereunder may be made without the other party's consent, which shall not be unreasonably withheld, delayed, or conditioned.

15. SEVERABILITY. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.


IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of this 4th day of September, 2012.

LG&E and KU Services Company

By: 

Name: Gerald A. Reynolds
Title: General Counsel, Chief Compliance Officer and Corporate Secretary

Kentucky Utilities Company

By: 

Name: Kent Blake
Title: Chief Financial Officer

Louisville Gas and Electric Company

By: 

Name: Kent Blake
Title: Chief Financial Officer

**LG&E and KU Services Company
Cost Allocation Manual**

EXHIBIT A

LG&E and KU Services Company

Cost Allocation Manual

LG&E and KU Services Company Cost Allocation Manual

CAM	Cost Allocation Manual
CCS	Customer Care System
EMS	Energy Management System
FERC	Federal Energy Regulatory Commission
HR	Human Resources
IT	Information Technology
KPSC	Kentucky Public Service Commission
KU	Kentucky Utilities Company
LEM	LG&E Energy Marketing Inc.
LG&E	Louisville Gas and Electric Company
LKC	LG&E and KU Capital LLC (formerly E.ON U.S. Capital Corp.)
LKE	LG&E and KU Energy LLC (formerly E.ON U.S. LLC and LG&E Energy LLC)
LKE Foundation	LG&E and KU Foundation (formerly E.ON U.S. Foundation Inc.)
PPL	PPL Corporation
PUHCA 2005	The Public Utility Holding Company Act of 2005
SEC	U.S. Securities and Exchange Commission
Servco	LG&E and KU Services Company (formerly E.ON U.S. Services Inc.)
VSCC	Virginia State Corporation Commission

**LG&E and KU Services Company
Cost Allocation Manual****Table of Contents**

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LG&E and KU Services Company Cost Allocation Manual

I. INTRODUCTION

PUHCA 2005 states that centralized service companies must maintain and make available to the FERC their books, accounts and other records in the specific manner and preserve them for the required periods as the FERC prescribes in Title 18 Code of Federal Regulations Part 368 of the FERC Uniform System of Accounts. These records must be in sufficient detail to permit examination, audit, and verification, as necessary and appropriate for the protection of utility customers with respect to jurisdictional rates. The purpose of this CAM is to document the methods, policies and procedures that Servco will follow in performing certain services for affiliate companies. In developing this CAM the overriding goal was to protect investors and consumers by ensuring the methods, policies and procedures contained in this CAM were PUHCA 2005 compliant so that Servco costs are fully segregated, and fairly and equitably allocated among the affiliate companies. Servco was authorized to conduct business as a service company for LKE and its various subsidiaries and affiliates by order of the SEC on December 6, 2000, and commenced operations January 1, 2001. LKE is a Kentucky limited liability company and the parent of KU and LG&E. KU and LG&E are subject to the jurisdiction of and oversight by the KPSC. In addition, KU is subject to the jurisdiction of and oversight by the VSCC and the Tennessee Regulatory Authority. Under Kentucky regulatory law, KU and LG&E are required to have a cost allocation manual on file with the KPSC. KU is required to have a services agreement for any affiliate transaction approved by the VSCC prior to the transaction.

Periodic changes to the CAM may be necessary due to future management decisions, changes in the law, interpretations by state or federal regulatory bodies, changes in structure or activities of affiliates, or other internal procedures.

II. CORPORATE ORGANIZATION

OVERVIEW

LKE is an indirect wholly-owned subsidiary of PPL, headquartered in Allentown, Pennsylvania. LKE has five direct subsidiaries: LG&E, KU, LKC, LEM, and Servco. LKE has an affiliate relationship with LKE Foundation due to overseeing all operations of the foundation.

LKE and its utility subsidiaries are engaged principally in the generation, transmission, distribution and sale of electricity. LG&E is also engaged in the storage, distribution, and sale of natural gas. LKE and its subsidiaries are subject to the regulatory provisions of PUHCA 2005. LG&E and KU are subject to regulation by the FERC and the KPSC. KU is also subject to regulation by state utility commissions in Virginia and Tennessee.

UTILITY OPERATIONS

LG&E, incorporated in Kentucky in 1913, is a regulated public utility engaged in the generation, transmission, distribution and sale of electric energy and the storage, distribution and sale of natural gas. LG&E is a wholly-owned subsidiary of LKE. LG&E supplies electricity and natural gas to customers in Louisville and adjacent areas in Kentucky. LG&E's electric service

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area covers approximately 700 square miles in 9 counties in Kentucky and its natural gas service area covers the same area and an additional 8 counties in Kentucky.

KU, incorporated in Kentucky in 1912 and in Virginia in 1991, is a regulated public utility engaged in the generation, transmission, distribution and sale of electric energy in Kentucky, Virginia and Tennessee. KU is a wholly-owned subsidiary of LKE. KU provides electricity to customers in 77 counties in central, southeastern and western Kentucky, to customers in 5 counties in southwestern Virginia and to fewer than 5 customers in Tennessee.

SERVICE COMPANY

Servco, a Kentucky corporation, is a centralized service company registered under PUHCA 2005 and is authorized to conduct business as a service company for LKE and its various subsidiaries and affiliates by order of the SEC dated December 6, 2000, and commencing operation January 1, 2001. Servco is the service company for affiliated entities, including LKE, LG&E, KU, LKC, and LEM and provides a variety of administrative, management, engineering, construction, environmental and support services. Servco provides its services at cost, as permitted under PUHCA 2005.

Development of the Servco organization was predicated on the fact that if the employee performed activities benefiting more than one affiliate, that employee would become a part of the Servco organization. In many respects, employees working in typical finance, administrative and general, management and other support departments are fully subject to Servco organizational placement.

Many operational employees dedicated to providing a service to just one affiliate, by definition, are not subject to Servco placement. However management and support staff overseeing the business activities of more than one of these operational groups are subject to Servco placement.

On September 30, 2010, Servco changed its legal name to LG&E and KU Services Company from E.ON U.S. Services Inc.

OTHER BUSINESS OPERATIONS

LKE Foundation, a charitable foundation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, makes charitable contributions to qualified entities.

LKC is a holding company for other LKE non-utility businesses which are generally inactive from an operational standpoint, but have certain remaining support or contingent business obligations.

LEM is an inactive non-utility company.

Servco transacts business for LKE Foundation, LKC, LEM and PPL and its affiliates on behalf of LKE.

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III. TRANSACTIONS WITH AFFILIATES

OVERVIEW

LKE formed Servco, as a service company to provide services for affiliated companies. Servco and affiliated companies (or their parent entities) may enter into service agreements, which may establish the general terms and conditions for providing those services, including those mentioned in Section IV of the CAM.

At formation certain LG&E, KU and LKE employees became employees of Servco and such employees continued to provide services to the regulated and non-regulated entities.

Regulated affiliates receive services at cost, pursuant to the service agreements. Non-regulated affiliates generally receive services at cost; however, certain services may permit pricing at fair-market value. The provisions included in contracts or service agreements govern transactions between Servco and the regulated and non-regulated affiliates.

KU and LG&E are required by the KPSC and the VSCC to use the “stand alone” method for allocating their respective tax liabilities (or tax benefits) so that such tax liabilities (or tax benefits) will not exceed the tax liabilities (or tax benefits) each would incur if it filed its tax returns separately from the consolidated returns filed by PPL Corporation. KU and LG&E have filed a separate PPL Corporation and Subsidiaries tax allocation agreement with the KPSC and the VSCC. The allocation of the respective tax liabilities (or tax benefits) of KU and LG&E therefore are not within the scope of this CAM.

Definitions of Cost

Tariff Rate – The price charged to customers under applicable tariffs on file with federal or state regulatory commissions.

Fair Market Value – The price held out by a providing entity to the general public in the normal course of business (i.e. the price at which a reasonable buyer and a reasonable seller are willing to transact in the normal course of business).

Cost – The charge used for transactions with affiliates for which no tariff rate or fair market value is applicable. Servco follows the definition of cost defined in PUHCA 2005.

IV. DESCRIPTION OF SERVICES

The following table provides service descriptions along with the frequency of services provided and the primary affiliate receiving the services. See below for definitions of frequency and primary affiliates. The table also contains the cost assignment methods used to allocate costs for these services when necessary. Detailed descriptions of cost assignment methods are provided in Section V.

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Definitions of Frequency

Ongoing – Provided on a prearranged, continuous basis (i.e., daily)

Frequent – Provided as requested on a regular basis (i.e., several times per month)

Infrequent – Provided as requested on an irregular basis (i.e., several times per year)

Definitions of Primary Affiliates

All charges by Servco to affiliated entities follow the principle of fully distributed cost.

Primary affiliates receiving the service are designated below as:

R – Regulated (LG&E and KU)

NR – Non-regulated (LKC, LEM and LKE Foundation)

A – All

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
Retail Business Services - Includes Customer Service; Sales and Marketing; Economic Development and Major Accounts; Meter Reading; Meter Operations; Meter Asset Management; Cash Remittance; Billing Integrity; Energy Efficiency; and, CCS Retail Business Readiness		Number of Customers Ratios; Departmental Charge Ratio; Number of Meters Ratio; Revenue Ratio		
Customer Service	Providing call center and customer communication services for both electric and gas customers	Number of Customers Ratios	Ongoing	R
Sales and Marketing	Providing programs for establishing strategies, oversight for marketing, sales and branding of utility and related services, and conducting marketing and sales programs for economic development, and demand side management.	Departmental Charge Ratio	Frequent	R
Economic Development and Major Accounts	Maintaining community development, partnerships with state, regional, and local economic development allies, and customized products and services.	Number of Customers Ratio	Frequent	R
Meter Reading	Providing meter reading and meter data services.	Departmental Charge Ratio	Ongoing	R
Meter Operations	Conducting the testing of meters, completion of all customer-requested service/field credit orders and the installation of commercial/industrial meters.	Number of Meters Ratio	Ongoing	R
Meter Asset Management	Maintaining inventory, quality and environmental issues, policy and standards, technical support, and logistics.	Number of Meters Ratio	Ongoing	R
Cash Remittance	Providing remittance processing, customer payments, and collection services.	Revenue Ratio	Ongoing	R

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
Billing Integrity	Administering and providing customer billings and credit reviews.	Number of Customers Ratios	Ongoing	R
Energy Efficiency	Providing energy efficiency programs to residential and commercial customers to encourage implementation of energy saving measures.	Number of Customers Ratios	Ongoing	R
CCS Retail Business	Providing end user support services, development and capture of business metrics and development, and delivery of training for the Company's CCS.	Number of Customers Ratios	Ongoing	R
Energy Services - Includes Project Engineering; System Laboratory; Generation; Fuel Procurement; Transmission Strategy and Planning; Transmission Protection and Substation; Transmission Line; Transmission Reliability and Compliance; Transmission System Operations; Transmission EMS; Transmission Policy & Tariffs; Transmission Balancing Authority; and, Project Development Services		Total Assets Ratio; Departmental Charge Ratio; Total Utility Plant Asset Ratio; Contract Ratio		
Project Engineering	Coordinating and managing all major generation construction.	Total Assets Ratio	Infrequent	R
System Laboratory	Providing system laboratory services to the generating stations.	Departmental Charge Ratio	Ongoing	R
Generation	Providing centralized, fleet-wide technical expertise for generation asset management, technical guidance for various functional initiatives and coordination of operational research and development.	Total Utility Plant Asset Ratio	Ongoing	R
Fuel Procurement	Procuring coal, natural gas, oil and other bulk materials for generation facilities and ensuring compliance with price and quality provisions of fuel contracts.	Contract Ratio	Ongoing	R

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
Transmission Strategy and Planning	Providing transmission system reliability planning and identifying current and future upgrades that are needed to maintain reliability.	Departmental Charge Ratio	Ongoing	R
Transmission Protection and Substation	Coordinating and managing all maintenance and capital upgrades to transmission substations.	Departmental Charge Ratio	Ongoing	R
Transmission Line	Coordinating and managing all maintenance and capital upgrades to the transmission lines.	Departmental Charge Ratio	Ongoing	R
Transmission Reliability and Compliance	Ensuring that the Transmission Department is complying with all applicable regulatory standards.	Departmental Charge Ratio	Ongoing	R
Transmission System Operations	Providing transmission system control center services.	Departmental Charge Ratio	Ongoing	R
Transmission EMS	Managing and maintaining the Energy Management System.	Departmental Charge Ratio	Ongoing	R
Transmission Policy & Tariffs	Coordinating and managing transmission tariffs and agreements with outside parties for use of the transmission system.	Departmental Charge Ratio	Ongoing	R
Transmission Balancing Authority	Coordinating and managing the balance between scheduled transmission usage and actual transmission usage by other companies.	Departmental Charge Ratio	Ongoing	R
Project Development	Providing project development services to identify and develop potential future sources of energy and capacity to meet the Company's power supply needs.	Departmental Charge Ratio	Ongoing	R

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
Energy Marketing Services – Includes Energy Marketing; Market Forecasting; Load Forecasting; and, Generation Planning and Analysis Services		Generation Ratio; Electric Peak Load Ratio; Departmental Charge Ratio		
Energy Marketing	Providing market services to take advantage of the highest excess generation prices in the open market.	Generation Ratio	Ongoing	R
Market Forecasting	Providing management services for financial forecasts of the utility market.	Generation Ratio	Frequent	R
Load Forecasting	Providing short- and long-term load forecasting services.	Generation Ratio	Frequent	R
Generation Planning and Analysis	Providing short- and long-term generation planning services	Electric Peak Load Ratio	Ongoing	R
Distribution Operations Services – Includes Network Trouble and Dispatch; Mapping and Records Management; Electric Engineering; Distribution Asset Management; and, Substation Construction and Maintenance Services.		Departmental Charge Ratio; Total Assets Ratio		
Network Trouble and Dispatch	Providing dispatch services, reporting outage situations and coordinating restoration.	Departmental Charge Ratio	Ongoing	R
Mapping and Records Management	Providing and maintaining the mapping of the electric infrastructure.	Departmental Charge Ratio	Ongoing	R
Electric Engineering	Providing development engineering and construction standards, distribution system planning and analysis, substation construction project management and telecommunications systems design and analyses.	Departmental Charge Ratio	Ongoing	R

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
Distribution Asset Management	Leading management and investment decisions regarding distribution assets, including resource allocation, developing uniform standards and procedures, determining performance targets and managing assets information and data.	Total Assets Ratio	Ongoing	R
Substation Construction and Maintenance	Providing engineering and design services for substation construction, maintenance and operations areas.	Departmental Charge Ratio	Frequent	R
Finance and Corporate Development Services – Includes Budgeting; Financial Planning; and, Financial Systems Services		Revenue, Total Assets and Number of Employees Ratio; Number of Employees Ratio; Departmental Charge Ratio		
Budgeting	Providing services related to managing, coordinating and reporting for the budgeting process.	Revenue, Total Assets and Number of Employees Ratio	Frequent	A
Financial Planning	Providing services related to financial planning and forecasting services, investment analysis and investment planning reports.	Revenue, Total Assets and Number of Employees Ratio	Frequent	A
Financial Systems	Providing business support and electronic data processing services for all financial systems including Oracle Applications, PowerPlant and PowerTax.	Number of Employees Ratio	Ongoing	A

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
Controller Organization Services	– Includes Internal Financial and Management Reporting; External Financial Reporting; Accounting and Reporting; Sundry Billing; Property Accounting; Energy Marketing Accounting; Revenue Accounting; and, Sarbanes-Oxley Compliance Services	Revenue, Total Assets and Number of Employees Ratio; Total Utility Plant Assets Ratio; Energy Marketing Ratio; Retail Revenue Ratio; Departmental Charge Ratio		
Internal Financial and Management Reporting	Providing internal financial reports including standard and ad hoc management reporting.	Revenue, Total Assets and Number of Employees Ratio	Frequent	A
External Financial Reporting	Providing financial reports required or used by various external constituencies such as the FERC, the Kentucky Public Service Commission, the Virginia State Corporation Commission, U.S. Department of Energy (DOE), Internal Revenue Service, Municipal Securities Rulemaking Board and financial institutions.	Revenue, Total Assets and Number of Employees Ratio	Frequent	A
Accounting and Reporting	Providing accounting and reporting in conformity with U.S. Generally Accepted Accounting Principles (GAAP) and the FERC Uniform System of Accounts (USofA), providing accounting research and interpretation and promulgation of accounting and internal control procedures, and performing U.S. GAAP general ledger account and project analyses, reconciliations, and consolidation.	Revenue, Total Assets and Number of Employees Ratio	Ongoing	A

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
Sundry Billing	Processing miscellaneous and non-standard billings and maintaining and monitoring associated accounts receivable.	Revenue, Total Assets and Number of Employees Ratio	Ongoing	A
Property Accounting	Maintaining, analyzing and reporting related to property records.	Total Utility Plant Assets Ratio	Ongoing	A
Energy Marketing Accounting	Performing month-end validation of all power transactions and resolving any discrepancies; preparing invoices and wires; validating bills from counterparties; preparing accounting, allocation and analysis of wholesale sales, wholesale purchases, and intercompany sales and purchases; and preparing various FERC, Fuel Adjustment Clause, Southwest Power Pool, and DOE reports.	Energy Marketing Ratio	Ongoing	A
Revenue Accounting	Managing and analyzing internal and external revenue reporting.	Retail Revenue Ratio	Ongoing	R
Sarbanes-Oxley Compliance	Providing coordination, implementation and maintenance of the Company's program for compliance with the Sarbanes-Oxley Act of 2002.	Departmental Charge Ratio	Ongoing	A
Corporate Tax and Payroll Organization Services – Includes Payroll; Tax Accounting, Compliance and Reporting; Tax Planning; and, Tax Special Projects Services		Revenue, Total Assets and Number of Employees Ratio; Number of Employees Ratio; Departmental Charge Ratio		

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
Payroll	Providing payroll services including the managing of payroll systems.	Number of Employees Ratio	Ongoing	A
Tax Accounting, Compliance and Reporting	Preparing consolidated and subsidiary federal, state and local income tax returns; current and deferred tax accounting; utility gross receipts tax; sales/use tax; LKE Foundation returns and supporting roles for business development, and tax legislation.	Revenue, Total Assets and Number of Employees Ratio	Ongoing	A
Tax Planning	Providing detailed forecasting of foreign, federal and state taxes, as well as capital based and property tax planning.	Revenue, Total Assets and Number of Employees Ratio	Infrequent	A
Tax Special Projects	Providing business or project development, asset dispositions, tax credit studies, review/analysis of proposed tax legislation, etc.	Revenue, Total Assets and Number of Employees Ratio	Infrequent	A
Audit Services – Includes Audit Services		Project Ratio; Departmental Charge Ratio		
Audit Services	Providing independent and objective assurance along with consulting services and internal controls system review.	Project Ratio	Ongoing	A

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
Corporate Finance and Treasury Services	– Includes Cash Management and Investment; Corporate Finance; Risk Management; Credit Administration; Energy Marketing Trading Controls; and Energy Marketing Contract Administration Services	Revenue, Total Assets and Number of Employees Ratio; Total Utility Plant Assets Ratio; Generation Ratio Departmental Charge Ratio		
Cash Management and Investment	Providing management and monitoring of cash flows including review and acquisition of business entity cash requirements and procurement of short-term financing and credit lines.	Revenue, Total Assets and Number of Employees Ratio	Ongoing	A
Corporate Finance	Providing overall finance options including evaluating new financing vehicles and instruments, analyzing existing financing positions and raising long-term funds for all entities.	Revenue, Total Assets and Number of Employees Ratio	Ongoing	A
Risk Management	Managing outside providers of risk services comprised of providing insurance and assisting affiliated entities in managing property and liability risks including claims, security, environmental, safety and consulting services.	Total Utility Plant Assets Ratio	Ongoing	A
Credit Administration	Providing management of credit risk for wholesale energy sales and major vendors.	Generation Ratio	Ongoing	A
Energy Marketing Trading Controls	Performing daily, weekly, monthly and ad hoc reporting on the trading portfolios related to total exposure, trading limits, and mark-to-market calculations. Other activities include performing an independent valuation and validation of significant transactions, valuation algorithms, ensuring trading system security and testing	Generation Ratio	Ongoing	A

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
	trading system enhancements.			
Energy Marketing Contract Administration	Negotiating contracts with counterparties, administrating contracts, and maintaining contracts within the trading systems. Additional activities include assisting various departments with contract disputes and preparing and validating confirmations	Generation Ratio	Ongoing	A
Supply Chain and Logistics Services – Includes Procurement and Major Contracts; Strategic Sourcing; Materials Logistics; Sourcing Support; Accounts Payable; and, Supplier Diversity Services		Non-Fuel Material and Services Expenditures Ratio; Number of Transactions Ratio; Departmental Charge Ratio		
Procurement and Major Contracts	Providing for and administering major contract negotiations, requests for quotes, supplier relations and order placement services.	Non-Fuel Material and Services Expenditures Ratio	Ongoing	A
Strategic Sourcing	Providing strategic sourcing services such as maintaining and analyzing the supplier base and performing supplier selection activities including contract negotiations and ongoing compliance.	Non-Fuel Material and Services Expenditures Ratio	Ongoing	A

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
Materials Logistics	Providing order management, materials handling and logistics, and inventory management services.	Non-Fuel Material and Services Expenditures Ratio	Ongoing	R
Sourcing Support	Providing order management and general field support services for system maintenance, developing and monitoring of key performance metrics, supplying day to day variance and reconciliation reporting services, and performing supplier certification services.	Non-Fuel Material and Services Expenditures Ratio	Ongoing	R
Accounts Payable	Processing payments for purchase orders, check requests, employees' expense reimbursements, etc., and providing ad-hoc research and analysis services.	Number of Transactions Ratio	Ongoing	A
Supplier Diversity	Identifying qualified minority and women owned businesses that are able to participate in competitive bidding opportunities, perform on-going work and ultimately become key suppliers to LKE and subsidiaries.	Non-Fuel Material and Services Expenditures Ratio	Ongoing	A
IT Services – Includes IT Corporate Functions; IT Security and Administrative; IT Enhancements; IT Applications; IT Client; and, IT Platform Services		Number of Employees Ratio; Departmental Charge Ratio		
IT Corporate Functions	Providing services associated with corporate functions, not specific companies or work groups, and include groups such as IT Project Management and Controls, IT Training, and IT Strategy and Planning. This function is	Number of Employees Ratio	Ongoing	A

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
	where corporate standards and programs are developed and administered.			
IT Security and Administrative	Providing services associated with non-project management, security and administrative support. This function includes developing and administering security policies and procedures.	Number of Employees Ratio	Ongoing	A
IT Enhancements	Providing discretionary, project-based work done in IT. These projects create new client value or add business value to existing products/services.	Number of Employees Ratio	Frequent	A
IT Applications	Providing services associated with each of the existing applications that IT provides to the business, for example Oracle Applications, PeopleSoft, etc. These services include costs incurred related to application license fees and application support costs.	Number of Employees Ratio	Ongoing	A
IT Client	Providing services associated with existing end user tools and related productivity software that the users can identify and interact with, such as a personal computer, telephone, email and file and print services.	Number of Employees Ratio	Ongoing	A
IT Platform	Providing services associated with shared computing platforms, databases, network and IT Service Desk.	Number of Employees Ratio	Ongoing	A
Compliance, Legal, and Environmental Affairs Services – Includes Legal; Compliance; and, Environmental Affairs Services		Departmental Charge Ratio; Number of Employees Ratio; Electric Peak Load Ratio		

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
Legal	Providing various legal services for all affiliated entities including in-house counsel and staff assistance in the areas of, among others, corporate and securities law, employment law, energy, public utility and regulatory law, contract law, litigation, environmental law and intellectual property law, evaluating legal claims and managing legal fees for outside counsel.	Departmental Charge Ratio	Ongoing	A
Compliance	Providing various compliance services for all affiliated entities including compliance assessment and risk management, code of conduct, anti-fraud, ethics and helpline management, etc.	Number of Employees Ratio	Ongoing	A
Environmental Affairs	Providing management services related to performing analyses, monitoring and advocacy of regulatory and legislative environmental matters including securing of permits and approvals, providing environmental technical expertise, and representing the Company in industry groups and before regulatory agencies dealing with environmental issues.	Electric Peak Load Ratio	Frequent	R
Regulatory Affairs and Government Affairs Management Services – Includes Regulatory Affairs; and, Government Affairs Management Services		Revenue Ratio; Departmental Charge Ratio		
Regulatory Affairs	Providing management services for compliance with all laws, regulations and other policy requirements, including regulatory filings, expert testimony, tariff	Revenue Ratio	Ongoing	R

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
	administration and compliance, pricing support, and development and monitoring of positions regarding ongoing regulatory matters.			
Government Affairs Management	Maintaining relationships with government policy makers and conducting lobbying activities.	Departmental Charge Ratio	Frequent	A
Corporate Communications and Public Affairs Management Services – Includes Internal Communications; External and Brand Communications; and, Public Affairs Management Services		Number of Employees Ratio; Departmental Charge Ratio		
Internal Communications	Providing employee and customer-directed communications including company intranet/internet, employee newsletters, announcements, speeches, graphic design, presentations and customer newsletters and bill inserts.	Number of Employees Ratio	Frequent	A
External and Brand Communications	Providing all administrative and management support for external communication services, brand image management and corporate events.	Departmental Charge Ratio	Frequent	A
Public Affairs Management	Providing community relations functions, communicating public information to local organizations and providing oversight for communications to employees.	Departmental Charge Ratio	Frequent	A
Operating Services – Includes Facilities and Buildings; Security; Production Mail; Document; and, Right-of-Way Services		Departmental Charge Ratio; Number of Customers Ratio; Number of Employees Ratio		

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
Facilities and Buildings	Providing building and grounds maintenance including coordination of office furniture and equipment purchases/leases, space utilization and layout, and building code and fire protection services.	Departmental Charge Ratio	Ongoing	A
Security	Providing security personnel, security and monitoring devices for all affiliated entities.	Departmental Charge Ratio	Ongoing	A
Production Mail	Providing production mail services for customer bills and other large customer mailings.	Number of Customers Ratio	Ongoing	R
Document	Providing document printing, reproduction services including mail delivery, scanning, off-site storage and document service desk support.	Number of Employees Ratio	Ongoing	A
Right-of-Way	Obtaining and retaining easements or fee simple property for placement and operation of company and affiliate equipment as well as managing real estate assets and maintaining real estate records.	Number of Customers Ratio	Ongoing	R
Transportation Services – Includes Transportation Services		Transportation Resource Management System Chargeback Ratio; Departmental Charge Ratio		
Transportation	Providing and operating transportation fleet for all affiliated companies including developing fleet policy, administering regulatory compliance programs, managing repair and maintenance of vehicles and procuring vehicles	Transportation Resource Management System Chargeback Ratio	Ongoing	A

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
HR Services – Includes HR Compensation; HR Benefits; HR Employee Diversity HR Health and Safety; HR Organization Development and Training; HR; Technical and Safety Training; and, Industrial Relations Management Services		Number of Employees Ratio; Departmental Charge Ratio		
HR Compensation	Providing services relating to the establishment and oversight of compensation policies for employees.	Number of Employees Ratio	Frequent	A
HR Benefits	Providing services relating to the establishment and oversight of benefits plans for employees, retirees and survivors. This also includes vendor management, compliance with various laws and regulations, administrative vendor billings, and maintenance of all personnel records.	Number of Employees Ratio	Frequent	A
HR Employee Diversity	Providing initiatives and programs designed to support the company’s diversity strategy, with an emphasis on creating, designing and implementing the strategies and programs to achieve the company’s diversity vision. This includes fostering and managing the internal and external relationships necessary to driving initiatives within the company and wider community customer base.	Departmental Charge Ratio	Frequent	A
HR Health and Safety	Providing services relating to the establishment and oversight of health and safety policies for employees.	Number of Employees Ratio	Frequent	A
HR Organization Development and Training	Providing initiatives and programs designed to support personal and professional growth, with an emphasis on employee and leadership training, individual and career	Number of Employees Ratio	Frequent	A

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<u>Service</u>	<u>Description</u>	<u>Assignment Method</u>	<u>Frequency</u>	<u>Primary Affiliate</u>
	development, performance management, coaching, mentoring, succession planning, employee engagement, and expatriate support.			
HR	Providing services relating to operational and strategic human resources management.	Number of Employees Ratio	Frequent	A
Technical and Safety Training	Providing training services on technical and safety matters primarily for the Energy Delivery and Energy Services businesses.	Number of Employees Ratio	Frequent	R
Industrial Relations Management	Providing communication and oversight for union matters, negotiation of union contracts, and union dispute resolution services.	Number of Employees Ratio	Frequent	R
Executive Management Services – Includes Executive Management Services		Departmental Charge Ratio		
Executive Management	Providing executive leadership to the corporation, the cost of which is comprised of the compensation and benefits of the corporate officers and executive assistants.	Departmental Charge Ratio	Ongoing	A

**LG&E and KU Services Company
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The costs of services provided by Servco will be directly assigned, distributed or allocated by activity, project, program, work order or other appropriate basis. The primary basis for charges to affiliates is the direct charge method (see section VI for time reporting procedures). The methodologies listed below pertain to all other costs which are not directly assigned but which make up the fully distributed cost of providing the service.

Directly Assignable – Expenses incurred for activities and services exclusively for the benefit of one affiliate. In many respects, these types of expenses relate to non-Servco employees that perform dedicated services to one affiliate, although Servco employees also directly report where feasible.

Directly Attributable – Expenses incurred for activities and services that benefit more than one affiliate and which can be apportioned using direct measures of costs causation.

Indirectly Attributable – Expenses incurred for activities and services that benefit more than one affiliate and which can be apportioned using general measures of cost causation.

Unattributable – Expenses or portions thereof incurred for activities and services that have been determined as not appropriate for apportionment. The unattributable portions of these costs relate primarily to activities such as corporate diversification, political or philanthropic endeavors and, as such, may be charged, in whole or in part, to LKC.

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ASSIGNMENT METHODS

Servco will allocate the costs of service among the affiliated companies using one of several methods that most accurately distributes the costs. The method of cost allocation varies based on the department rendering the service. Any of the methods may be adjusted for any known and reasonably quantifiable events, or at such time as may be required due to significant changes in the business, but are generally determined annually. The assignment methods used by Servco are as follows:

Contract Ratio – Based on the sum of the physical amount (i.e. tons of coal, cubic feet of natural gas) of the contract for both coal and natural gas for the immediately preceding twelve consecutive calendar months, the numerator of which is for an operating company or an affected affiliate company and the denominator of which is for all operating companies and affected affiliate companies. This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

Departmental Charge Ratio – A specific Servco department ratio based upon various factors. The departmental charge ratio typically applies to indirectly attributable costs such as departmental administrative, support, and/or material and supply costs that benefit more than one affiliate and that require allocation using general measures of cost causation. Methods for assignment are department-specific depending on the type of service being performed and are documented and monitored by the Budget Coordinators for each department. The numerator and denominator vary by department. The ratio is based upon various factors such as labor hours, labor dollars, departmental or entity headcount, capital expenditures, operations & maintenance costs, retail energy sales, charitable contributions, generating plant sites, average allocation of direct reports, net book value of utility plant, total line of business assets, electric capital expenditures, substation assets and transformer assets. These ratios are calculated on an annual basis. Any changes in these ratios will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in any of these ratios from that used in the prior year.

Electric Peak Load Ratio – Based on the sum of the monthly electric maximum system demands for the immediately preceding twelve consecutive calendar months, the numerator of which is for an operating company and the denominator of which is for all operating companies. This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

Energy Marketing Ratio – Based on the absolute value of megawatt hours purchased and sold for the immediately preceding twelve consecutive calendar months, the numerator of which is for an operating company or an affiliate and the denominator of which is for all operating companies and affected affiliate companies. This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

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Generation Ratio – Based on the annual forecast of megawatt hours, the numerator of which is for an operating company or an affiliate and the denominator of which is for all operating companies and affected affiliate companies. This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

Non-Fuel Material and Services Expenditures – Based on non-fuel material and services expenditures, net of reimbursements, for the immediately preceding twelve consecutive calendar months. The numerator is equal to such expenditures for a specific entity and/or line-of-business as appropriate and the denominator is equal to such expenditures for all applicable entities. This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

Number of Customers Ratio – Based on the number of retail electric and/or gas customers. This ratio will be determined based on the actual number of customers at the end of the previous calendar year. In some cases, the ratio may be calculated based on the type of customer class being served (i.e. Residential, Commercial or Industrial). The numerator is the total number of each Company's retail customers. The denominator is the total number of retail customers for both LG&E and KU. This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

Number of Employees Ratio – Based on the number of employees benefiting from the performance of a service. This ratio will be determined based on actual counts of applicable employees at the end of the previous calendar year. A two-step assignment methodology is utilized to properly allocate Servco employee costs to the proper legal entity. The numerator for the first step of this ratio is the total number of employees for each specific company, and the denominator is the total number of employees for all companies in which an allocator is assigned (i.e. LG&E, KU and Servco). For the second step, the ratio of Servco to total employees will then be allocated to the other companies (LG&E, KU and LKC) based on each company's ratio of labor dollars to total labor dollars. (LKC has no employees, but non-utility related labor is charged to it.) This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

Number of Meters Ratio – Based on the number or types of meters being utilized by all levels of customer classes within the system for the immediately preceding twelve consecutive calendar months. The numerator is equal to the number of meters for each utility and the denominator is equal to the total meters for KU and LG&E. This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

Number of Transactions Ratio – Based on the sum of transactions occurring in the immediately preceding twelve consecutive calendar months, the numerator of which is for an operating company or an affected affiliate company and the denominator of which is for all operating companies and affected affiliate companies. For example, services pertaining to Materials Logistics would define the

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transaction as the number of items ordered, picked and disbursed out of the warehouse. Services pertaining to Accounts Payable would define the transaction as the number of invoices processed. The Controller's organization is responsible for maintaining and monitoring specific product/service methodology documentation for actual transactions related to Servco billings. This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

Project Ratio – Based on the total costs for any departmental or affiliate project for the immediately preceding twelve consecutive calendar months, the numerator of which is for an operating company or an affected affiliate company and the denominator of which is for all operating companies and affected affiliate companies. This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

Retail Revenue Ratio – Based on utility revenues, excluding energy marketing revenues, for the immediately preceding twelve consecutive calendar months, the numerator of which is for an operating company or an affiliate and the denominator of which is for all operating companies and affected affiliate companies. This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

Revenue Ratio – Based on the sum of the revenue for the immediately preceding twelve consecutive calendar months, the numerator of which is for an operating company or an affected affiliate company and the denominator of which is for all operating companies and affected affiliate companies. This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

Revenue, Total Assets and Number of Employees Ratio – Based on an average of the revenue, total assets and number of employees ratios. This ratio is independently calculated for LG&E and KU. The numerator is the sum of Revenue Ratio, Total Assets Ratio and Number of Employees Ratio for the specific company. The denominator is three – the number of ratios being averaged. This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

Total Assets Ratio – Based on the total assets at year end for the preceding year. In the event of joint ownership of a specific asset, asset ownership percentages are utilized to assign costs. The numerator is the total assets for each specific company at the end of the preceding year. The denominator is the sum of total assets for each company in which an allocator is assigned (LG&E, KU and LKC). This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

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Total Utility Plant Assets Ratio – Based on the total utility plant assets at year end for the preceding year, the numerator of which is for an operating company or affected affiliate company and the denominator of which is for all operating companies and affected affiliate companies. In the event of joint ownership of a specific asset, ownership percentages are utilized to assign costs. This ratio is calculated on an annual basis. Any changes in the ratio will be determined no later than May 1st of the following calendar year, and charges to date will be reallocated for any significant changes in the ratio from that used in the prior year.

Transportation Resource Management System Chargeback Ratio – Based on the costs associated with providing and operating transportation fleet for all affiliated companies including developing fleet policy, administering regulatory compliance programs, managing repair and maintenance of vehicles and procuring vehicles. Such rates are applied based on the specific equipment employment and the measured usage of services by the various company entities. This ratio is calculated monthly based on the actual transportation charges from the previous month. The numerator is the department labor charged to a specific company. The denominator is the total labor costs for the specific department. The ratio is then multiplied by the total transportation costs to determine the amount charged to each company.

Utility Ownership Percentages – Based on the contractual ownership percentages of jointly-owned generating units. This ratio is updated as a result of a new jointly-owned generating unit, and is based on the total forecasted energy needs. The numerator is the specific company's forecasted incremental capacity and/or energy needs. The denominator is the total incremental capacity and/or energy needs of all companies.

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VI. TIME DISTRIBUTION, BILLING AND ASSET TRANSFER POLICIES

OVERVIEW

Servco utilizes Oracle or other financial systems in which project/task combinations are set up to equate to services. In some cases, departments have set up many projects/tasks that map to services. In many cases, there is a one to one relationship between the project/task and the service. The Oracle system also automatically captures the home company (providing the service) and the charge company (receiving the service). Regardless of the method of reporting, charges related to specific services reside on the company receiving the service and therefore can be identified for billing purposes as well as for preparation of Servco financial statements. This ensures that:

1. Separation of costs between regulated and non-regulated affiliates will be maintained
2. Intercompany transactions and related billings are structured so that non-regulated activities are not subsidized by regulated affiliates
3. Adequate audit trails exist on the books and records

BILLING POLICIES

Billings for transactions between Servco and affiliates are issued on a timely basis with documentation sufficient to provide the receiving party with enough detail to understand the nature of the billing, the relevant components, and other information as required by affiliates. Financial settlements for transactions are made within 30 days. Interest charges, which are based on market rates for similar maturities of similarly rated entities as of the date of the loan, may apply.

ASSET TRANSFERS

Unless otherwise permitted by regulatory authority or exception, (i) transfers or sales of assets from regulated affiliates to non-regulated affiliates will be priced at the greater of cost or fair market value; (ii) transfers or sales of assets from non-regulated affiliates to regulated affiliates will be priced at the lower of cost or fair market value and (iii) transfers of assets between regulated affiliates shall be priced at no more than cost less depreciation. Settlement of liabilities will be treated in the same manner.

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TIME DISTRIBUTION

Servco has three methods of distribution to record employee salaries and wages while providing services for the affiliated entities: Positive time reporting, allocation time reporting and exception time reporting. Each department's job activities will dictate the time reporting method used.

Positive Time Reporting

Positive time reporting or direct time reporting requires all employees in a department to track all chargeable hours every day. Time may be charged to the nearest quarter hour.

Departments that have positive time reporting have labor-based activities that are easily trackable given the project/task code combinations noted above. All employees are given appropriate project numbers that are associated with the service that is being provided. The proper coding for direct assignment of costs is on various source documents, including the Virtual Online Time System (VOLTS) and disbursement requests. Each department or project manager is responsible for ensuring employees charge the appropriate charge codes for the services performed. This form of time reporting is documented in the VOLTS, which upon completion, is approved by the employees' immediate supervisor.

Allocation Time Reporting

Allocation time reporting allows for certain departments to set up a predefined allocation percentage to affiliated company project/tasks. This is typically the case when the department is transaction-based, therefore, performing routine, similar tasks benefiting multiple affiliates. Each department will use its ratio (see ratio assignment listing in section V) that was assigned by its Budget Coordinator to allocate the appropriate time to individual charge numbers that are associated to that department's services. Unless otherwise permitted by regulatory authority or exception, the selection of ratios and the calculation of allocation percentages should be derived from or bear relationship to an empirical analysis of a prior representative period. These allocation percentages are reviewed on an annual basis to update to actual allocation percentages when needed.

Exception Time Reporting

If an employee was working on a completely new project that had not been defined within the monthly or annual allocation process, then the employee would be given the new allocation with project/task code, update his/her time allocation accordingly and get his/her manager's approval. If an allocation from a previous pay period needs to be adjusted then that correction can be entered into the VOLTS by using the "in and out" function.

**PPL AND CONSENTING MEMBERS OF ITS CONSOLIDATED GROUP
AGREEMENT FOR FILING CONSOLIDATED
INCOME TAX RETURNS AND FOR
ALLOCATION OF CONSOLIDATED INCOME
TAX LIABILITIES AND BENEFITS**

PPL (Parent) hereby agrees for itself and on behalf of its Members as of November 1, 2010 to join annually in the filing of a consolidated federal income tax return and to allocate the consolidated federal income tax liabilities and benefits among the Members of the consolidated group in accordance with the provisions of this Agreement.

WITNESSETH

WHEREAS, the parties hereto are Members of an affiliated group ("Affiliated Group") as defined in Section 1504(a) of the Internal Revenue Code of 1986, as amended ("Code"), of which the Parent is the common parent; and

WHEREAS, such Affiliated Group intends to file a U.S. consolidated income tax return for its tax period 2010 and for subsequent years; and

WHEREAS, PPL has historically determined its income tax allocation utilizing the principles of the "stand alone" or "separate company" method; and

WHEREAS, Kentucky Utilities Company ("KU") and Louisville Gas & Electric Company ("LG&E") were ordered in the Commonwealth of Kentucky Public Service Commission Case Nos. 2009-00548 and 2009-00549 to allocate income tax liabilities using the "stand alone" rate making principal; and

WHEREAS, Louisville Gas & Electric Company ("LG&E") was ordered in the Commonwealth of Kentucky Public Service Commission Case No. 89-374 to allocate income tax liabilities using the "stand alone" method; and

WHEREAS, Kentucky Utilities Company ("KU") was ordered in the Commonwealth of Kentucky Public Service Commission Case No. 10296 to allocate income tax liabilities using the "stand alone" method; and

WHEREAS, the Commonwealth of Kentucky Public Service Commission ordered LG&E and KU in case No. 97-300 to follow Corporate Policies and Guidelines for Intercompany Transactions which state: "The 'stand alone' method will be used to allocate the income tax liabilities of each entity."

WHEREAS, KU is subject to regulation by the Commonwealth of Virginia State Corporation Commission; and

WHEREAS, in 2008, Section 56.235(2)(A) the Code of Virginia was amended to state that "for ratemaking purposes, the Commission shall determine the federal and state income tax costs for investor-owned water, gas, or electric utility that is part of a publicly-traded,

consolidated group as follows: (i) such utility's apportioned state income tax costs shall be calculated according to the applicable statutory rate, as if the utility had not filed a consolidated return with its affiliates, and (ii) such utility's federal income tax costs shall be calculated according to the applicable federal income tax rate and shall exclude any consolidated tax liability or benefit adjustments originating from any taxable income or loss of its affiliates."

WHEREAS, it is the intent and desire of the parties hereto that a method be established for allocating the consolidated tax liability of the Affiliated Group among its Members, for reimbursing Parent for payment of such tax liability, for compensating any party for use of its losses or tax credits, and to provide for the allocation and payment of any refund or credit arising from a carryback, or carryforward of losses or tax credits from other tax years.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

I. DEFINITIONS

"Associate company" is a consenting Member of the PPL consolidated group which agrees to be subject to this Agreement.

"Consolidated tax" is the aggregate current federal income tax liability for a tax year, being the tax shown on the consolidated federal income tax return of the Affiliated Group and any adjustments thereto, as described in Section 4 hereof. The Consolidated tax shall also mean the amount of the refund if the consolidated tax return shows a negative tax liability.

"Corporate tax credit" shall mean the negative Separate return tax of an Associate company for a taxable year, equal to the amount by which the Consolidated tax is reduced by including a loss, credit, carryover or other tax benefit of such Associate company in the consolidated return.

"Corporate taxable income" is the positive taxable income of an associate company for a tax year, computed as though such company had filed a separate return on the same basis as used in the consolidated return, except that dividend income or distributions from associate companies shall be disregarded, and other intercompany transactions, eliminated in consolidation, shall be given appropriate effect. Carryovers and carrybacks shall be taken into account unless the Member has been paid a Corporate Tax Credit therefore under paragraph 4 of this Agreement.

"Corporate taxable loss" is the taxable loss of an associate company for a tax year, computed as though such company had filed a separate return on the same basis as used in the consolidated return, except that dividend income from associate companies shall be disregarded, and other intercompany transactions, eliminated in consolidation, shall be given appropriate effect. Carryovers and carrybacks shall be taken into account unless Member has been paid a Corporate Tax Credit therefore under paragraph 4 of this Agreement.

"Member" is an Associate company, including a business as indicated in Section 3 herein, which agrees to be subject to this Agreement.

"PPL" means PPL Corporation, a Pennsylvania Corporation.

"Separate return tax" is the tax on the Corporate taxable income or loss of an associate company as though such company were not a Member of a consolidated group. For purposes of computing the Separate return tax of a Member which is a limited liability company, such Member shall be considered to possess and be entitled to use losses, carryovers, tax credits and other tax attributes (1) attributable to a predecessor of such Member taxable as a corporation or (2) arising while such Member is a limited liability company.

These definitions shall apply, as appropriate, in the context of the regular income tax and the Alternative Minimum Tax ("AMT") unless otherwise indicated in the Agreement.

2. A U.S. consolidated income tax return shall be filed by Parent, or its designee, for all tax periods covered under this Agreement and for which the Affiliated Group is required or permitted to file a consolidated tax return. Parent, or its designee, shall be responsible for the preparation of such returns, and shall be entitled to make all such elections under the Code as it shall deem appropriate or advisable in connection with those returns; provided that Parent, or its designee, shall have no liability to the subsidiaries for any errors or omissions in the preparation or filing of those returns, or in connection with those elections. Each of the undersigned Members shall, and shall cause their respective subsidiaries to execute and file such consents, elections, and other documents that Parent may determine are required or appropriate, in Parent's discretion and at its request, for the proper filing of, or in connection with, such returns, and take all such other actions as shall be required to give effect to the provisions of this Agreement. The undersigned Members and their respective subsidiaries are hereinafter collectively referred to as the "subsidiaries" or "Members", and individually referred to as a "subsidiary" or a "Member" and shall be bound by this agreement.

3. BUSINESSES OPERATING IN LLC OR LP FORM

For purposes of allocating the consolidated federal and state tax liabilities and tax benefits under this Agreement, each business operating as an LLC or LP shall be considered a Member, and shall be responsible for its allocable share of Corporate taxable income (or shall be entitled to a credit for its allocable share of Corporate taxable loss), as set forth in Sections 4 through 7 hereof. For purposes of this Agreement, the determination of a regulated business's allocable share shall be made (i) as if such regulated business was a regarded entity for U.S. federal income tax purposes and (ii) utilizing the separate "Corporate taxable income" or stand alone method.

4. TAX ALLOCATION PROCEDURES

The Consolidated tax shall be allocated among the Members of the group utilizing the separate "Corporate taxable income" or stand alone method, in the following manner:

a) Each Member, which has a Corporate taxable loss, will be entitled to a Corporate tax credit equal to the amount by which the consolidated regular income tax is reduced by including the Corporate taxable loss of such Member in the consolidated tax return. The Members having Corporate taxable income will be allocated an amount of regular income tax liability equal to the sum of the consolidated regular tax liability and the Corporate tax credits allocated to the Members having Corporate taxable losses based on the ratio that each such Member's Corporate taxable income bears to the total Corporate taxable income of all Members having Corporate

taxable income. If the aggregate of the Members' Corporate tax losses are not entirely utilized on the current year's consolidated return, the consolidated carryback or carryforward of such losses to the applicable taxable year(s) will be allocated to each Member having a Corporate taxable loss in the ratio that such Member's separate Corporate taxable loss bears to the total Corporate taxable losses of all Members having Corporate taxable losses.

Intercompany eliminations recorded by consolidation entries that affect the Consolidated tax will be assigned to the appropriate Member necessitating the intercompany elimination for the purpose of computing Separate return tax.

b) The consolidated AMT will be allocated among the Members in accordance with the procedures and principles set forth in Proposed Treasury Regulation Section 1.1502-55 in the form such regulation existed on the date on which this Agreement was executed. For purposes of this Agreement, any liability for alternative minimum tax shall be treated as part of the Member's separate tax liability provided that the entire Affiliated Group incurs an alternative minimum tax liability.

c) Tax benefits such as general business credits, foreign tax benefits, or other tax credits shall be apportioned directly to those Members whose investments or contributions generated the credit or benefit.

If the credit or benefit cannot be entirely utilized to offset current consolidated tax, the consolidated credit carryback or carryforward shall be apportioned to those Members whose investments or contributions generated the credit or benefit in proportion to the relative amounts of credits or benefits generated by each Member.

d) If the amount of consolidated tax allocated to any Member under this Agreement, as determined above, exceeds the separate return tax of such Member, such excess shall be reallocated among those Members who allocated tax liability is less than the amount of their respective separate return tax liabilities (i.e. sur-tax exemption). The reallocation shall be proportionate to the respective reductions in separate return tax liability of such Members. Any remaining unallocated tax liability shall be assigned to PPL. The term "tax" and "tax liability" used in the subsection shall include regular tax and AMT. Under no circumstances shall the amount of tax liability allocated to a Member of the Affiliated Group under this Agreement exceed its separate tax liability. The remaining cost or benefit will be allocated to the applicable business unit parent on at least an annual basis.

5. TAX PAYMENTS AND COLLECTIONS FOR ALLOCATIONS

Parent, or its designee, shall make any calculations on behalf of the Members necessary to comply with the estimated tax provisions of the Internal Revenue Code of 1986 as amended (the "Code"). Based on such calculations, Parent, or its designee, shall charge or refund to the Members appropriate amounts at intervals consistent with the dates indicated by Code Section 6655. Parent, or its designee, shall be responsible for paying to the Internal Revenue Service the consolidated current federal income tax liability.

After filing the consolidated federal income tax return and allocating the consolidated tax liability among the Members, Parent, or its designee, shall charge or credit, as appropriate, the

Members to reflect the difference between prior payments or credits and their current tax as allocated under this Agreement.

Charges or credits shall be made within ten business days after the returns are filed or estimated tax payments are made. Charges or credits are permitted to be made with each Member through the use of an intercompany account, as permitted under applicable state regulatory jurisdictions.

6. ALLOCATION OF STATE TAX LIABILITIES OR BENEFITS

The allocation of state and local income tax liabilities will be determined based on the application of one of the following filing methods:

- (1) Separate entity
- (2) Unitary group
- (3) Nexus Combined
- (4) Consolidated (mirrors the federal group);

provided, however, that no Member's state or local tax income tax liability under the Agreement shall exceed its state or local tax liability had it filed a separate return.

All tax cost or benefit determined under a separate entity filing will be allocated to the subsidiary that filed the separate return.

Tax cost or benefit determined for a unitary filing will be allocated to the applicable business unit (such as a regulated company or group of non-regulated companies), similar to a separate entity filing allocation. For example, if a business unit files a state unitary return including a parent entity and its subsidiaries, the entire state tax cost or benefit is allocated to the business unit. Further allocation within the business unit is optional at the discretion of the business unit.

Tax cost or benefit determined for a nexus combined filing will be allocated as if each entity or business unit filed a "stand alone" or separate entity return. Both apportionment factors and taxable income are to be considered in the allocation. Any remaining cost or benefit will be allocated to the applicable business unit parent on at least an annual basis.

Tax cost or benefit determined for a consolidated filing will be allocated based on each subsidiary's or business unit's nexus (as defined below) with the individual state or locality. For example, state tax determined in a consolidated return will be allocated as if the entity (or business unit) filed a "stand alone" or separate tax return using both: (a) the entity's (or business unit's) property, payroll, and receipts apportioned to the state and (b) their taxable income or loss. No tax cost or benefit will be allocated to any entity or business unit having no nexus in the state or locality. The remaining cost or benefit will be allocated to the applicable business unit parent on at least an annual basis.

For purposes of state and local allocations, the following definitions are provided:

"Nexus"-- The connection an entity has with a taxing jurisdiction generally represented by property and payroll. The applicable jurisdiction's nexus standards will determine whether tax

cost or benefit is allocated to an entity. (e.g., state sales or receipts of an entity may require inclusion in a consolidated return even though the entity itself does not have nexus and is protected by PL 86-272.)

"Unitary"--The relationship between related/affiliated Members generally within a consolidated group. The applicable jurisdiction will determine whether the entities are unitary. This often requires a presence of unity of ownership (e.g., over 50% owned by common parent), unity of operation (back-office or central support functions) and unity of use (centralized policies, common management forces, intercompany products flow or services provided by one entity to another).

"Nexus-combined"-- A return that includes only those entities having nexus in the applicable jurisdiction.

7. TAX RETURN ADJUSTMENTS

In the event the consolidated tax return is subsequently adjusted by the Internal Revenue Service, state tax authorities, amended returns, claims for refund, or otherwise, such adjustments shall be reflected in the same manner as though they had formed part of the original consolidated return. Interest paid or received, and penalties imposed on account of any adjustment will be allocated to the responsible Member. In the case of a refund, Parent shall make payment to each Member for its share of the refund, determined in the same manner as in paragraph 3 above, within ten business days after the refund is received by Parent, and in the case of an increase in tax liability, each Member shall pay to Parent its allocable share of such increased tax liability, penalties and interest within ten days after receiving notice of such liability from Parent.

8. NEW MEMBERS

If, at any time, any other company becomes a Member of the Affiliated Group, the parties hereto agree that such new Member may become a party to this Agreement by executing a duplicate copy of this Agreement. Unless otherwise specified, such new Member shall have similar rights and obligations to all other Members under this Agreement.

9. MEMBERS LEAVING THE AFFILIATED GROUP

In the event that any Member of the Affiliated Group at any time leaves the group and, under any applicable statutory provision or regulation, that Member is assigned and is deemed to take with it all or a portion of any of the tax attributes (including, but not limited to, net operating losses, credit carryforwards, and minimum tax credit carryforwards) of the Affiliated Group, then, to the extent the amount of the attributes so assigned differs from the amount of such attributes previously allocated to such Member under this Agreement, the leaving Member shall appropriately settle with the group. Such settlement shall consist of payment of a dollar-for-dollar basis for all differences in credits and, in the case of net operating loss differences, in an amount computed by reference to the highest marginal corporate tax rate. The settlement amounts shall be allocated among the remaining Members of the group in proportion to the relative level of attributes possessed by each Member and the attributes of each Member shall be adjusted accordingly.

10. SUCCESSORS, ASSIGNS

The provisions and terms of the Agreement shall be binding on and insure to the benefit of any successor or assignee by reason of merger, acquisition of assets, or otherwise, of any of the Members hereto.

11. AMENDMENTS AND TERMINATION

This Agreement may be amended at any time by the written agreement of the parties hereto at the date of such amendment and may be terminated at any time by the written consent of all such parties.

12. GOVERNING LAW

This Agreement is made under the law of the Commonwealth of Pennsylvania, which law shall be controlling in all matters relating to the interpretation, construction, or enforcement hereof.

13. EFFECTIVE DATE

This Agreement is effective for the allocation of the current federal income tax liabilities of the Members for the consolidated tax year (2010) and all subsequent years until this Agreement is revised in writing.

The above procedure for apportioning the consolidated annual net current federal and state tax liabilities and tax benefits of PPL and consenting Members of its consolidated group have been agreed to by each of the below listed Members of the consolidated group as evidenced by the signature of an officer of each business unit or sub-group parent company.

110110126

PPL CORPORATION

By: 

Alexander J. Torok
Assistant Treasurer

LG&E AND KU ENERGY LLC

By: 

S. Bradford Rives
Chief Financial Officer

LOUISVILLE GAS AND ELECTRIC COMPANY

By: 

S. Bradford Rives
Chief Financial Officer

KENTUCKY UTILITIES COMPANY

By: 

S. Bradford Rives
Chief Financial Officer

LG&E ENERGY MARKETING INC.

By: 

S. Bradford Rives
Vice President and Controller

LG&E AND KU SERVICES COMPANY

By: 

S. Bradford Rives
Chief Financial Officer

POWER SUPPLY SYSTEM AGREEMENT

Between

Louisville Gas and Electric Company

and

Kentucky Utilities Company

October 9, 1997

POWER SUPPLY SYSTEM AGREEMENT

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- 7.3 Charges for Pre-Merger Off-System Demand Purchases
- 7.4 Charges for Post-Merger Off-System Purchases
- 7.5 Energy Sales and Purchases Off-System

ARTICLE VIII - Inter-Company Energy Exchanges and Capacity Purchases

- 8.1 Energy Exchanges Between the Companies
- 8.2 Energy Exchange Pricing

ARTICLE IX - Power Supply Center

- 9.1 Power Supply Center
- 9.2 Expenses

ARTICLE X - General

- 10.1 Regulatory Authorization
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- 10.7 Successors and Assigns; No Third Party Beneficiary
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POWER SUPPLY SYSTEM AGREEMENT

- 10.9 Independent Contractors
- 10.10 Responsibility and Liability

SCHEDULES

- A Joint Unit
- B Distribution of Margin for Off-System Sales and Cost for Energy Purchases
- C Payments and Receipts for Internal Economy Energy Exchanges Between the Companies
- D Distribution of Operating Expenses of the Power Supply Center

POWER SUPPLY SYSTEM AGREEMENT

POWER SUPPLY SYSTEM AGREEMENT

Between

Louisville Gas and Electric Company

and

Kentucky Utilities Company

THIS POWER SUPPLY SYSTEM AGREEMENT, hereinafter called "Agreement," is made and entered into as of the 4th day of May, 1998 by and between Louisville Gas and Electric Company ("LG&E"), and Kentucky Utilities Company ("KU"), hereinafter separately referred to as "Company" and jointly as "Companies."

WHEREAS, LG&E and KU are the owners and operators of interconnected electric generation, transmission, and distribution facilities with which they are engaged in the business of generating, transmitting, and selling electric Capacity and Energy to the general public, to other entities, and to other electric utilities; and

WHEREAS, LG&E's holding company parent, LG&E Energy Corp. ("LEC"), and KU's holding company parent, KU Energy Corporation ("KUC"), have agreed to a merger, pursuant to which KU will become a wholly-owned subsidiary of LEC;

WHEREAS, LG&E and KU can achieve economic benefits for their customers through operation as a single interconnected and centrally dispatched system and through coordinated planning, construction, operation and maintenance of their electric supply facilities;

POWER SUPPLY SYSTEM AGREEMENT

NOW, THEREFORE, the Companies mutually agree as follows:

ARTICLE I

TERM OF AGREEMENT

1.1 Effective Date

This Agreement shall become effective upon the consummation of the merger described in the Agreement and Plan of Merger of LEC and KUC dated May 20, 1997 or such later date as is established by the Federal Energy Regulatory Commission. This Agreement shall continue in force and effect for a period of five (5) Years from the effective date hereinabove described, and continue from Year to Year thereafter until terminated by either Company.

1.2 Periodic Review

This Agreement will be reviewed periodically by the Operating Committee, as defined herein, to determine whether revisions are necessary to meet changing conditions. In the event that revisions are made by the Companies pursuant to Section 10.8, and after requisite approval or acceptance for filing by the appropriate regulatory authorities, the Operating Committee will thereafter, for the purpose of ready reference to a single document, prepare for distribution to the Companies an amended document reflecting all changes in and additions to this Agreement with notations thereon of the date amended.

POWER SUPPLY SYSTEM AGREEMENT

ARTICLE II

DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

2.1 Agreement shall mean this Agreement including all attachments and schedules applying thereto and any amendments made hereafter.

2.2 Ancillary Services shall mean those services that are necessary to support the transmission of Capacity and Energy from resources to loads while maintaining reliable operation of the Companies' Transmission System in accordance with Good Utility Practice.

2.3 Capacity shall be expressed in megawatts (MW).

2.4 Company Demand shall mean the demand in megawatts of all retail and wholesale power customers on whose behalf the Company, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to construct and operate its power supply system to meet the reliable electric needs of such customers, integrated over a period of one Hour, plus the losses incidental to that service.

2.5 Company Load Responsibility shall be as follows:

- (a) Company Peak Demand; less
- (b) Interruptible load including direct load control included in (a) above; plus
- (c) The contractual amount of sales and exchanges including applicable reserves during the period to other systems; less
- (d) The contractual amount of purchases and exchanges including applicable reserves during the period from other systems.

POWER SUPPLY SYSTEM AGREEMENT

2.6 Company Operating Capability shall mean the dependable net Capacity in megawatts of Generating Units of a Company carrying load or ready to take load plus firm purchases and exchanges acquired by such Company.

2.7 Company Peak Demand for a period shall be the highest Company Demand for any Hour during the period.

2.8 Economic Dispatch shall mean the distribution of total energy requirements among Power Supply Resources for System economic efficiency with due consideration of incremental generating costs, incremental transmission losses, and System security.

2.9 Energy shall be expressed in megawatt-hours (MWH).

2.10 Generating Unit shall mean an electric generator, together with its prime mover and all auxiliary and appurtenant devices and equipment designed to be operated as a unit for the production of electric Capacity and Energy.

2.11 Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

2.12 Hour shall mean a clock-hour.

POWER SUPPLY SYSTEM AGREEMENT

2.13 Incremental Energy Cost shall mean the Variable Cost which a selling Company incurs in order to supply the next unit of Energy.

2.14 Internal Economy Energy shall mean the Energy supplied and sold by one Company to another Company to enable the purchasing Company to meet a portion of its Own Load at less cost than from its other Power Supply Resources.

2.15 Joint Unit shall mean any Generating Unit jointly owned, if any, by the Companies.

2.16 Margin for a given period shall mean the sum of the amounts developed in accordance with Section 2.17.

2.17 Margin on Energy Sales shall mean the difference between: (1) the revenue from off-system Energy sales and (2) the selling Company's Incremental Energy Cost incurred in making such sales.

2.18 Month shall mean a calendar month consisting of the applicable 24-Hour periods as measured by Eastern Standard Time as required by the appropriate reliability region.

2.19 Open Access Transmission Tariff shall mean the Open Access Transmission Tariff filed with the Federal Energy Regulatory Commission on behalf of the Companies on a combined basis, as amended from time to time.

2.20 Operating Committee shall mean the organization established pursuant to Section 4.1 whose duties are more fully set forth herein.

2.21 Own Load shall mean Energy required to meet Company Demand plus Energy associated with sales or exchanges with reserves less Energy associated with purchases or exchanges with reserves.

POWER SUPPLY SYSTEM AGREEMENT

2.22 Power Supply Control Center shall mean a center operated by the Companies for the optimal utilization of both Companies' Power Supply Resources for the supply of Capacity and Energy.

2.23 Power Supply Resources shall mean all Energy and Capacity supply resources available to a Company.

2.24 Pre-Merger Off-System Capacity Sales shall mean that certain letter agreement dated July 31, 1992 between LG&E and Indiana Municipal Power Agency ("IMPA") pertaining to the sale of limited term power; that certain Letter Agreement Between LG&E and East Kentucky Power Corporation ("EKPC"), dated October 27, 1994, pertaining to the sale of power to EKPC for Gallatin Steel facilities in Gallatin, Kentucky; and any other agreement for off-System capacity sales as may be entered into by either Company prior to the effective date of the merger.

2.25 System shall mean the coordinated electric generation facilities of the Companies.

2.26 System Demand shall mean the sum in megawatts of both Company's clock-hour Demand.

2.27 Transmission System shall be the facilities owned, controlled or operated by the Companies that are used to provide transmission service under the Open Access Transmission Tariff.

2.28 Variable Cost shall be a Company's incremental generation or purchased Energy cost.

2.29 Year shall be a calendar year.

POWER SUPPLY SYSTEM AGREEMENT

ARTICLE III

OBJECTIVES

3.1 Purpose

The purpose of this Agreement is to provide the contractual basis for the coordinated planning, construction, operation and maintenance of the System to achieve optimal economies, consistent with reliable electric service and environmental requirements.

ARTICLE IV

OPERATING COMMITTEE

4.1 Operating Committee

The Operating Committee is the organization established to ensure the coordinated operation of the System. The Operating Committee members shall include at least one member from LG&E and at least one member from KU who are not members of the Coordinating Committee established under the Transmission Coordination Agreement. The chairperson, who shall be the Chief Operating Officer of LEC, shall appoint the member representative(s) of LG&E and KU. Other than the chairperson, there shall be the same number of members representing each Company. Operating Committee decisions shall be by a majority vote of those present. However, any member not present may vote by proxy. The chairperson shall vote only in case of a tie.

POWER SUPPLY SYSTEM AGREEMENT

4.2 Responsibilities of the Operating Committee

The Operating Committee shall be responsible for overseeing:

- (a) coordinated planning of the Companies' Power Supply Resources;
- (b) the design, construction, operation and maintenance of the Power Supply

Control Center; and

(c) the Economic Dispatch of the System by the Power Supply Control Center and the provision of generation-based Ancillary Services by the Companies.

4.3 Delegation and Acceptance of Authority

The Companies hereby delegate to the Operating Committee, and the Operating Committee hereby accepts, responsibility and authority for the duties listed in this Article and elsewhere in this Agreement.

4.4 Reporting

The Operating Committee shall provide periodic summary reports of its activities under this Agreement to the Companies and shall keep the Companies informed of situations or problems that may materially affect the outcome of these activities. Furthermore, the Operating Committee agrees to report to the Companies in such additional detail as is requested regarding specific issues or projects under its oversight.

4.5 Expenses

All expenses incurred by the Operating Committee in the performance of its responsibilities shall be settled in accordance with arrangements made by the Companies for services provided between or on behalf of the Companies.

POWER SUPPLY SYSTEM AGREEMENT

ARTICLE V

GENERATION PLANNING

5.1 Generation Planning

The Companies agree that additions to Company Operating Capability shall be planned and developed on the basis that their combined individual systems constitute an integrated electric system and that the objective of their planning shall be to maximize the economy, efficiency and reliability of the System as a whole. In this connection, the Operating Committee will from time to time, as it deems appropriate, direct studies for Power Supply Resource planning purposes. If the Companies agree to participate in Joint Units, such Joint Units shall be owned in accordance with **Schedule A**.

ARTICLE VI

COORDINATED OPERATION

6.1 Operation of the Combined System

The System shall be operated in accordance with Economic Dispatch in order to economically meet the Company Load Responsibility of each Company and its off-System sales obligations, through the coordinated economic commitment and dispatch of the Companies' Power Supply Resources, consistent with Good Utility Practice.

6.2 Communications Facilities and Other Facilities

The Companies shall provide communications, metering and other facilities necessary for the metering and control of the Generating Units. Each Company shall be

POWER SUPPLY SYSTEM AGREEMENT

responsible for any expenses it incurs for the installation, operation and maintenance of such facilities at its own Generating Units. Any expenses incurred due to facilities required at or for the Power Supply Control Center to operate the System shall be settled in accordance with the arrangements made by the Companies for compensation for services provided between and on behalf of the Companies.

ARTICLE VII

OFF-SYSTEM CAPACITY AND ENERGY SALES AND PURCHASES

7.1 Revenues From Pre-Merger Off-System Capacity Sales

With respect to contracts in effect as of the effective date of this Agreement for off-System sales of Capacity only or for the sale of both Capacity and Energy, all revenues collected for pre-merger off-System capacity sales (less costs incurred to make such sales) shall remain with the Company contracting for the sale, except that such revenue shall be reduced by any demand charges incurred to supply the off-System capacity sales pursuant to Section 7.4 (pertaining to demand charges from post-merger off-System purchases).

7.2 Revenues From Post-Merger Off-System Capacity Sales

Demand and Energy charge revenues collected from post-merger off-System Capacity sales shall be reduced by any demand charges from off-System purchases, if any, dedicated to supply the sale, pursuant to Section 7.4. The net amount of revenue shall inure to the Company providing the Capacity for the sale.

POWER SUPPLY SYSTEM AGREEMENT

7.3 Charges for Pre-Merger Off-System Capacity Purchases

Demand and Energy charges for pre-merger off-System Capacity purchases agreed to as of the effective date of this Agreement shall remain the responsibility of the Company contracting for the purchase.

7.4 Charges for Post-Merger Off-System Capacity Purchases

Demand charges associated with post-merger off-System capacity purchases made to enable both Companies to reliably and economically meet their Company Load Responsibility shall be assigned to the Companies based on the ratio of the Company Load Responsibility of each Company to the sum of the Company Load Responsibility for both Companies for the appropriate time period.

Demand charges associated with post-merger off-System capacity purchases made to enable the Companies to make post-merger off-System sales or to supply pre-merger off-System sales shall be deducted from the demand charge revenue collected from the off-System sales. The net amount shall be allocated to the Companies pursuant to Sections 7.1 (pertaining to demand charges from pre-merger off-System capacity sales) and 7.2 (pertaining to demand charges from post-merger off-System capacity sales).

This section applies only to demand charges associated with post-merger off-System capacity purchases.

7.5 Energy Sales and Purchases Off-System

The Operating Committee will assure the efficient utilization of Company Operating Capability for off-System sales of Energy available after meeting all of the

POWER SUPPLY SYSTEM AGREEMENT

requirements of the System including the Energy associated with contractual requirements for off-System Capacity sales. Any off-System economy Energy purchases or sales shall be implemented by decremental or incremental System Economic Dispatch as appropriate. Any Margin on Energy Sales to off-System entities shall be distributed to the Companies based on the amount of Energy each contributes to the transaction, in accordance with **Schedule B**. Any cost for Energy purchases from off-System entities shall be allocated to the Companies based on the amount of Energy replaced for each Company, in accordance with **Schedule B**.

ARTICLE VIII

INTER-COMPANY ENERGY EXCHANGES AND CAPACITY PURCHASES

8.1 Energy Exchanges Between the Companies

The Power Supply Control Center shall direct the scheduling of System Energy output pursuant to guidelines established by the Operating Committee to obtain the lowest cost of Energy for serving System Demand consistent with each Company's operating and security constraints, including voltage control, stability, loading of facilities, operating guides as approved by the Operating Committee, fuel commitments, environmental requirements, and continuity of service to customers.

8.2 Energy Exchange Pricing

For purposes of pricing Energy exchange between the Companies, Power Supply Resources shall be utilized in the following order:

POWER SUPPLY SYSTEM AGREEMENT

(a) The portion of output of a Generating Unit that is designated not to be operated in the order of lowest to highest Variable Cost due to Company operating constraints shall be allocated to the Company requiring such output;

(b) The lowest Variable Cost generation from each Company's Operating Capability remaining after the requirements in (a) have been met shall first be allocated to serve its Own Load;

(c) The next lowest Variable Cost portion of each Company's Operating Capability remaining after the requirements in (a) and (b) have been met shall be allocated to serve Internal Economy Energy requirements of the Companies under System Economic Dispatch; and

(d) the next lowest Variable Cost portion of each Company's Operating Capability remaining after the requirements of (a), (b), and (c) have been met shall be available for off-System Energy sales.

Internal Economy Energy shall be priced in accordance with **Schedule C**.

ARTICLE IX

Power Supply Control Center

9.1 Power Supply Control Center

The Operating Committee shall oversee the operation of a Power Supply Control Center adequately equipped and staffed to meet the requirements of the Companies for efficient, economical and reliable operation as contemplated by this Agreement.

POWER SUPPLY SYSTEM AGREEMENT

9.2 Expenses

All expenses for operation of the Power Supply Control Center shall be billed Monthly to each Company, in accordance with **Schedule D**.

ARTICLE X

GENERAL

10.1 Regulatory Authorization

This Agreement is subject to certain regulatory approvals and the Companies shall diligently seek all necessary regulatory authorization for this Agreement.

10.2 Effect on Other Agreements

This Agreement shall not modify the obligations of either Company under any agreement between such Company and others not parties to this Agreement in effect at the date of this Agreement.

10.3 Schedules

The basis of compensation for the use of facilities and for the Capacity and Energy provided or supplied by a Company to the other Company under this Agreement shall be in accordance with arrangements agreed upon from time to time between the Companies, each of which, when signed by the parties thereto and approved or accepted for filing by the appropriate regulatory authority, shall become a part of this Agreement.

10.4 Measurements

POWER SUPPLY SYSTEM AGREEMENT

All quantities of Capacity and Energy exchanged or flowing between the systems of the Companies, shall be determined by meters installed at each interconnection, unless otherwise agreed to by the Companies.

10.5 Billings

Bills for services rendered hereunder shall be calculated in accordance with applicable Schedules, and shall be issued on a Monthly basis for services performed during the preceding Month.

10.6 Waivers

Any waiver at any time by a Company of its rights with respect to a default by the other Company under this Agreement shall not be deemed a waiver with respect to any subsequent default of similar or different nature.

10.7 Successors and Assigns; No Third Party Beneficiary

This Agreement shall inure to and be binding upon the successors and assigns of the respective Companies, but shall not be assignable by either Company without the written consent of the other Company, except upon foreclosure of a mortgage or deed of trust. Nothing expressed or mentioned or to which reference is made in this Agreement is intended or shall be construed to give any person or corporation other than the Companies any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained, expressly or by reference, or any Schedule hereto, this Agreement, any such Schedule and any and all conditions and provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Companies, and for the benefit of no other person or corporation.

POWER SUPPLY SYSTEM AGREEMENT

10.8 Amendment

It is contemplated by the Companies that it may be appropriate from time to time to change, amend, modify or supplement this Agreement or the schedules which are attached to this Agreement, to reflect changes in operating practices or costs of operations or for other reasons. This Agreement may be changed, amended, modified or supplemented by an instrument in writing executed by the Companies after requisite approval or acceptance for filing by the appropriate regulatory authorities.

10.9 Independent Contractors

By entering into this Agreement the Companies shall not become partners, and as to each other and to third persons, the Companies shall remain independent contractors in all matters relating to this Agreement.


10.10 Responsibility and Liability

The liability of the Companies shall be several, not joint or collective. Each Company shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs and expenses as provided in this Agreement, and any liability resulting herefrom. Each Company will defend, indemnify, and save harmless the other Company hereto from and against any and all liability, loss, costs, damages, and expenses, including reasonable attorney's fees, caused by or growing out of the gross negligence, willful misconduct, or breach of this Agreement by such indemnifying Company.

POWER SUPPLY SYSTEM AGREEMENT

IN WITNESS WHEREOF, each Company has caused this Agreement to be
executed and attested by their duly authorized officers on the day and year first above written.

LOUISVILLE GAS AND ELECTRIC COMPANY

By: 
President

KENTUCKY UTILITIES COMPANY

By: 
President

POWER SUPPLY SYSTEM AGREEMENT

SCHEDULE A

JOINT UNIT

1. Purpose

The purpose of this Schedule is to provide the basis for the Companies' participation in Joint Units.

2. Ownership

(a) Every Joint Unit shall be owned by the Companies as tenants in common.

Ownership shares in each Joint Unit shall be allocated by the Operating Committee prior to the time the unit is authorized by the Board of Directors of LEC. However, each Company shall own at least 25 megawatts of each Joint Unit unless otherwise agreed to by the Operating Committee. Each Company shall be responsible for its pro-rata share of the costs of construction of the unit and shall contribute such funds when billed.

(b) When a new Joint Unit is installed at a site already occupied by one or more existing (i.e., pre-merger) Generating Units, the Operating Committee shall identify any existing facilities that will be common to the new Joint Unit and the existing Generating Unit(s) and the portion of the common facilities to be allocated to the new Joint Unit. The Company owning the existing common facilities shall be compensated for the use of those common facilities.

POWER SUPPLY SYSTEM AGREEMENT

LOUISVILLE GAS AND ELECTRIC COMPANY

By: 
President

KENTUCKY UTILITIES COMPANY

By: 
President

SCHEDULE B

DISTRIBUTION OF MARGIN FOR OFF-SYSTEM
SALES AND COST FOR ENERGY PURCHASES

1. Purposes

The purpose of this Schedule is to establish the basis for distributing between the Companies the cost of Energy purchases and the Margin on Energy Sales of off-System Energy.

2. Off-System Energy Purchases

Any cost for Energy purchases of off-System Energy during an Hour shall be allocated to the Companies in proportion to the megawatt-hours of Energy replaced for each Company during the Hour as a result of the purchases.

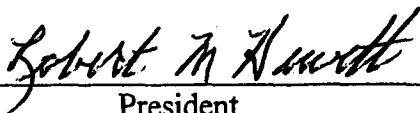
3. Off-System Energy Sales

Any Margin on Sales of off-System Energy during an Hour shall be distributed to the Companies in proportion to the Energy generated by each Company for such sales unless such Energy was generated for off-System Sales as a result of a Company's purchase of Internal Economy Energy pursuant to Schedule C, in which case the Margin from such sales shall inure to the benefit of the Company furnishing the Internal Economy Energy.

LOUISVILLE GAS AND ELECTRIC COMPANY

By: 
President

KENTUCKY UTILITIES COMPANY

By: 
President

POWER SUPPLY SYSTEM AGREEMENT

SCHEDULE C

**PAYMENTS AND RECEIPTS FOR INTERNAL ECONOMY ENERGY EXCHANGES
BETWEEN THE COMPANIES**

1. Purpose

The purpose of this Schedule is to provide the basis for determining payments and receipts between the Companies for Internal Economy Energy exchanges.

2. Hourly Calculations

The payments and receipts of Section 3 of this Schedule are calculated Hourly, but are accumulated and billed Monthly between the Companies.

3. Payments and Receipts

The purchasing Company shall pay, and the selling Company shall receive, an amount based on the incremental fuel cost of the selling Company plus one half of the difference between the incremental fuel cost of the selling Company and the avoided fuel cost of the purchasing Company.

LOUISVILLE GAS AND ELECTRIC COMPANY

By: 
President

KENTUCKY UTILITIES COMPANY

By: 
President

POWER SUPPLY SYSTEM AGREEMENT

SCHEDULE D

DISTRIBUTION OF OPERATING EXPENSES
OF THE POWER SUPPLY CONTROL CENTER

1. Purpose

The purpose of this Schedule is to provide a basis for the distribution between the Companies of the costs incurred in operating the Power Supply Control Center.

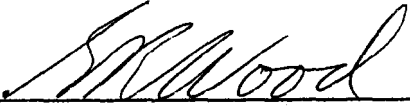
2. Costs

Costs for the purpose of this Schedule shall include all costs incurred in maintaining and operating the Power Supply Control Center including, among others, such items as salaries, wages, rentals, the cost of materials and supplies, interest, taxes, depreciation, transportation, travel expenses, consulting, and other professional services.

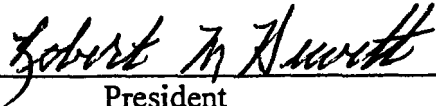
3. Distribution of Costs

All costs other than those relating to a special service or study shall be billed to the Companies in proportion to all firm kilowatt hour electric sales made by each Company for the preceding Year. In the event the Power Supply Control Center performs a special service or study in which both Companies are not proportionately interested, any resulting cost shall be distributed as agreed to by the Companies.

LOUISVILLE GAS AND ELECTRIC COMPANY

By: 
President

KENTUCKY UTILITIES COMPANY

By: 
President

**SECOND AMENDED AND RESTATED
TRANSMISSION COORDINATION AGREEMENT**

Between

Louisville Gas and Electric Company

and

Kentucky Utilities Company

July 2, 2013

**SECOND AMENDED AND RESTATED
TRANSMISSION COORDINATION AGREEMENT**

Between

Louisville Gas and Electric Company

and

Kentucky Utilities Company

THIS SECOND AMENDED AND RESTATED TRANSMISSION COORDINATION AGREEMENT, hereinafter called "Agreement," is made and entered into as of the 2nd day of July 2013 by and between Louisville Gas and Electric Company ("LG&E"), and Kentucky Utilities Company ("KU"), hereinafter separately referred to as "Company" and jointly as "Companies."

WHEREAS, LG&E and KU are the owners and operators of interconnected generation, transmission and distribution facilities with which they are engaged in the business of transmitting and selling electric power to the general public, to other entities and to other electric utilities; and

WHEREAS, in 1997 LG&E's holding company parent, LG&E Energy Corp. ("LEC", now named LG&E and KU Energy LLC), and KU's holding company parent, KU Energy Corporation ("KUC"), agreed to a merger, pursuant to which KU became a wholly owned subsidiary of LEC;

WHEREAS, the Companies entered into a Transmission Coordination Agreement, dated October 9, 1997, which set forth the terms for the coordinated planning, operation and maintenance of their transmission facilities;

WHEREAS, since the merger LG&E and KU have been operating as a single interconnected and coordinated Transmission System pursuant to the Transmission Coordination Agreement;

WHEREAS, due to certain changes since 1997 the Transmission Coordination Agreement needs to be updated and modified to reflect current operations;

NOW, THEREFORE, the Companies mutually agree as follows:

ARTICLE I
TERM OF AGREEMENT

1.1 Effective Date

This Agreement shall become effective upon the later of July 2, 2013, or such date as approved by the Federal Energy Regulatory Commission. This Agreement shall continue in force and effect for a period of five (5) Years from the effective date hereinabove described, and continue from Year to Year thereafter until terminated by either Company.

1.2 Periodic Review

This Agreement will be reviewed periodically by the Coordinating Committee, as defined herein, or by the Companies in their individual capacities to determine whether revisions are necessary to meet changing conditions. In the event that revisions are made by the Companies pursuant to Section 8.5, and after requisite approval or acceptance for filing by the appropriate regulatory authorities, the Coordinating Committee will thereafter, for the purpose of ready reference to a single document, prepare for distribution to the Companies an amended document reflecting all changes in and additions to this Agreement with notations thereon of the date amended.

ARTICLE II

DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

2.1 Agreement shall mean this Agreement including all attachments and schedules applying thereto and any amendments made hereafter.

2.2 Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Companies' Transmission System in accordance with Good Utility Practice.

2.3 Balancing Authority shall mean the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time.

2.4 Balancing Authority Area shall mean the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

2.5 Designated Agent shall mean any entity that performs actions or functions on behalf of the Transmission Provider, an Eligible Customer, or the Transmission Customer required under the LG&E-KU Open Access Transmission Tariff.

- 2.6 Direct Assignment Facilities shall mean facilities or portions of facilities that are constructed by the Transmission Provider for the sole use/benefit of a particular Transmission Customer requesting service under the LG&E-KU Open Access Transmission Tariff.
- 2.7 Month shall mean a calendar month consisting of the applicable 24-hour periods as measured by Eastern Standard Time.
- 2.8 LG&E-KU Open Access Transmission Tariff shall mean the LG&E-KU Open Access Transmission Tariff filed with the Federal Energy Regulatory Commission on behalf of the Companies on a combined basis as it may be amended from time to time.
- 2.9 Point-to-Point Transmission Service shall mean service provided under Part II of the LG&E-KU Open Access Transmission Tariff.
- 2.10 Scheduling, System Control and Dispatch Service shall mean the service required to schedule the movement of power through, out of, within, or into a Balancing Authority Area, as specified in Schedule 1 of the LG&E-KU Open Access Transmission Tariff.
- 2.11 Transmission Customer shall mean any Eligible Customer as defined in the LG&E-KU Open Access Transmission Tariff (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that the Transmission Provider file with the Federal Energy Regulatory Commission, a proposed unexecuted Service Agreement to receive Transmission Service under Part II of the LG&E-KU Open Access Transmission Tariff. This term is used in the Part I Common Service Provisions of the LG&E-KU Open Access Transmission Tariff to include customers receiving service under Part II and Part III of the LG&E-KU Open Access Transmission Tariff.
- 2.12 Transmission Provider shall mean the Transmission System Operator (or its Designated Agent).
- 2.13 Transmission Service shall mean service provided under Part II and Part III of the LG&E-KU Open Access Transmission Tariff on a firm and non-firm basis.
- 2.14 Transmission System shall mean the facilities owned, controlled or operated by the Companies that are used to provide service under the LG&E-KU Open Access Transmission Tariff.
- 2.15 Transmission System Operator shall mean the organization described in Article VI of this Agreement.

ARTICLE III
OBJECTIVES

3.1 Purpose

The purpose of this Agreement is to provide the contractual basis for the coordinated planning and operation of the Transmission System to achieve optimal economies, consistent with reliable electric service and environmental requirements.

ARTICLE IV
COORDINATING COMMITTEE

4.1 Coordinating Committee

The Coordinating Committee is the organization established to oversee planning, construction, operation, and maintenance of the Transmission System. The Coordinating Committee members shall include at least one member from LG&E and at least one member from KU who are not members of the Operating Committee established under the Power Supply System Agreement. The chairperson, who shall be the Chief Operating Officer – Energy Services of LG&E and KU Energy LLC, shall appoint the member representative(s) of LG&E and KU. Other than the chairperson, there shall be the same number of members representing each Company. Coordinating Committee decisions shall be by a majority vote of those present. However, any member not present may vote by proxy. The chairperson shall vote only in case of a tie.

4.2 Responsibilities of the Coordinating Committee

The Coordinating Committee shall be responsible for overseeing:

- (a) the Companies in the coordinated planning of the Transmission System, including studies for transmission planning purposes; and
- (b) compliance with the terms of the LG&E-KU Open Access Transmission Tariff and the rules and regulations of the Federal Energy Regulatory Commission relating thereto.

4.3 Delegation and Acceptance of Authority

The Companies hereby delegate to the Coordinating Committee, and the Coordinating Committee hereby accepts, responsibility and authority for the duties listed in this Article and elsewhere in this Agreement.

4.4 Reporting

The Coordinating Committee shall provide periodic summary reports of its activities under this Agreement to the Companies and shall keep the Companies informed of situations or problems that may materially affect the outcome of these activities. Furthermore, the Coordinating Committee agrees to report to the Companies in such additional detail as is requested regarding specific issues or projects under its oversight.

4.5 Expenses

All expenses incurred by the Coordinating Committee in the performance of its responsibilities shall be settled in accordance with arrangements made by the Companies for services provided between or on behalf of the Companies.

ARTICLE V PLANNING

5.1 Transmission Planning

The Companies agree that their transmission facilities shall be planned and developed on the basis that their combined individual systems constitute an integrated Transmission System and that the objective of their planning shall be to maximize the economy, efficiency and reliability of the Transmission System as a whole. In this connection, the Transmission System Operator will from time to time, as it deems appropriate, direct studies for transmission planning purposes.

ARTICLE VI TRANSMISSION

6.1 Delegation to the Transmission System Operator

(a) The Companies shall delegate to the Transmission System Operator the responsibility and authority to act as Transmission Provider on behalf of the Companies for all of the requirements and purposes of the LG&E-KU Open Access Transmission Tariff.

(b) Expenses of the Transmission System Operator shall be recovered from the Companies, in accordance with Schedule A. To recover these costs, the Companies may include costs incurred by the Transmission System Operator in the transmission revenue requirement and in their rates for Ancillary Services in future rate filings.

6.2 Transmission Facilities

Each Company shall make its Transmission System available to the Transmission System Operator.

6.3 Transmission Service Revenues

(a) The Companies shall share transmission service revenues obtained from the use of the transmission facilities that comprise the Transmission System as shown on Schedule B.

(b) Revenues received for third-party use of Direct Assignment Facilities shall be distributed to the Company(ies) owning such facilities.

(c) The distribution to the Companies of revenues received for stranded costs or new transmission facilities received from third-party customers under the LG&E-KU Open Access Transmission Tariff shall be determined on a case-by-case basis.

6.4 Costs for Point-to-Point Transmission Service for Third Party Sales

The cost of Transmission Service for Third Party Sales shall be allocated to each Company as determined by the results of the After the Fact Billing (AFB) program. The AFB program's primary function is the allocation of energy production costs for the Network Load of each Company and off-system sales. Each Company's portion of Point-to-Point Transmission costs for Third Party Sales shall be a ratio of that Company's resources assigned to Third Party Sales by the AFB program divided by the total Third Party Sales.

ARTICLE VII ANCILLARY SERVICES

7.1 Ancillary Services

(a) Each Company shall make available Ancillary Services as required by the LG&E-KU Open Access Transmission Tariff.

(b) Revenues received for Ancillary Services will be allocated between the Companies in accordance with Schedule B.

ARTICLE VIII GENERAL

8.1 Regulatory Authorization

This Agreement is subject to certain regulatory approvals and the Companies shall diligently seek all necessary regulatory authorization for this Agreement.

8.2 Effect on Other Agreements

This Agreement shall not modify the obligations of either Company under any agreement between such Company and others not parties to this Agreement in effect on the effective date of this Agreement.

8.3 Waivers

Any waiver at any time by a Company of its rights with respect to a default by the other Company under this Agreement shall not be deemed a waiver with respect to any subsequent default of similar or different nature.

8.4 Successors and Assigns; No Third Party Beneficiary

This Agreement shall inure to and be binding upon the successors and assigns of the respective Companies, but shall not be assignable by either Company without the written consent of the other Company, except upon foreclosure of a mortgage or deed of trust. Nothing expressed or mentioned or to which reference is made in this Agreement is intended or shall be construed to give any person or corporation other than the Companies any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained, expressly or by reference, or any schedule hereto, this Agreement, any such schedule and any and all conditions and provisions hereof and thereof being intended to be and being for the sole exclusive benefit of the Companies, and for the benefit of no other person or corporation.

8.5 Amendment

It is contemplated by the Companies that it may be appropriate from time to time to change, amend, modify or supplement this Agreement or the schedules that are attached to this Agreement, to reflect changes in operating practices or costs of operations or for other reasons. This Agreement may be changed, amended, modified or supplemented by an instrument in writing executed by all of the Companies after requisite approval or acceptance for filing by the appropriate regulatory authorities.

8.6 Independent Contractors

By entering into this Agreement the Companies shall not become partners, and as to each other and to third persons, the Companies shall remain independent contractors in all matters relating to this Agreement.

8.7 Responsibility and Liability

The liability of the Companies shall be several, not joint or collective. Each Company shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs and expenses as provided in this Agreement, and any liability resulting herefrom. Each Company will defend, indemnify, and save harmless the other Company hereto from and against any and all liability, loss, costs, damages, and expenses, including reasonable attorney's fees, caused by or growing out of the gross negligence, willful misconduct, or breach of this Agreement by such indemnifying Company.

IN WITNESS WHEREOF, each Company has caused this Agreement to be executed and attested by its duly authorized officers on the day and year first above written.

LOUISVILLE GAS AND ELECTRIC COMPANY

By:  _____
Chief Operating Officer

KENTUCKY UTILITIES COMPANY

By:  _____
Chief Operating Officer

SCHEDULE A
ALLOCATION OF OPERATING EXPENSES
OF THE TRANSMISSION SYSTEM OPERATOR

1. Purpose

The purpose of this Schedule is to provide a basis for the allocation between the Companies for the costs of the Transmission System Operator.

2. Costs

Costs for the purpose of this Schedule shall include all costs incurred by the Transmission System Operator, including, among others, such items as salaries, wages, rentals, the cost of materials and supplies, interest, taxes, depreciation, transportation, travel expenses, and other professional services.

3. Allocation of Costs

Transmission System Operator Company allocation percentages will be calculated during June of each year to be effective on July 1st of each year using the previous year's summation of the Transmission Peak Demands as found in FERC Form 1 for Kentucky Utilities Company (KU) and Louisville Gas & Electric Company (LG&E) page 400 line 17(b).

Allocation of Costs to each Company will be calculated by the following formulas:

KU Expense Allocation % = KU FERC Form 1, page 400 line 17(b) divided by the sum of (KU FERC Form 1, page 400 line 17(b) plus LG&E FERC Form 1, page 400 line 17(b)).

LG&E Expense Allocation % = 1 minus KU Expense Allocation %

For example, based on the 2012 FERC Form 1 data for the calendar year 2012:

KU Expense Allocation % = $55,343 / (55,343 + 28,923) = 65.68\%$

LG&E Expense Allocation % = $1 - 65.68\% = 34.32\%$

SCHEDULE B
ALLOCATION OF TRANSMISSION REVENUES and COSTS

1. Allocation of Transmission Revenues

The revenue the Transmission Service Operator receives pursuant to Section 6.4 of the Agreement for service provided by the Companies under Parts II and III of the LG&E-KU Open Access Transmission Tariff, other than revenues received pursuant to Sections 26 (Stranded Cost Recovery), 27 (Compensation for New Facilities and Redispatch Costs), and 34.4 (Redispatch Charge) thereof, will be allocated between the Companies based on Company allocation percentages that will be calculated during June of each year to be effective on July 1st of each year using the previous year's net book value of Transmission assets as found in FERC Form 1 for Kentucky Utilities Company (KU) and Louisville Gas & Electric Company (LG&E).

Allocation of Transmission Revenues to each Company will be calculated by the following formulas:

$KU \text{ Net Book Transmission Value (KU Net)} = KU \text{ FERC Form 1, page 207 line 58(g) minus KU FERC Form 1, page 219 line 25(b)}$

$LG\&E \text{ Net Book Transmission Value (LG\&E Net)} = LG\&E \text{ FERC Form 1, page 207 line 58(g) minus LG\&E FERC Form 1, page 219 line 25(b)}$

$KU \text{ Allocation \% for Revenue} = KU \text{ Net divided by sum of KU Net plus LG\&E Net}$

$LG\&E \text{ Allocation \% for Revenue} = 1 \text{ minus KU Allocation \% for Revenue}$

For example, based on the 2012 FERC Form 1 data for the calendar year 2012:

$KU \text{ Net} = 690,259,156 - 329,380,085 = 360,879,071$

$LG\&E \text{ Net} = 304,594,408 - 140,557,153 = 164,037,255$

$KU \text{ Allocation \% for Revenue} = 360,879,071 / (360,879,071 + 164,037,255) = 68.75\%$

$LG\&E \text{ Allocation \% for Revenue} = 1 - 68.75\% = 31.25\%$

Revenues related to redispatch costs and Direct Assignment Facilities will be assigned to LG&E and KU in proportion to the related costs that each of them incurred. Assignment of revenues received from a third party related to stranded cost or new transmission facilities shall be determined on a case-by-case basis.

2. Allocation of Ancillary Service Revenues

(a) Revenues received from Scheduling, System Control and Dispatch Service under Schedule 1 of the LG&E-KU Open Access Transmission Tariff will be allocated between the Companies based on the same percentages as Schedule A above.

(b) All revenues received for Ancillary Services under Schedule 2 - Reactive Supply and Voltage Control,

Transmission System Operator Company allocation percentages will be calculated during June of each year to be effective on July 1st of each year using the latest Schedule 2 true up filing filed at FERC per Schedule 2 rate schedule.

Allocation of Ancillary Service Revenues to each Company will be calculated by the following formulas:

$KU \text{ Schedule 2 Revenue \% (KU-2 Rev)} = \text{MVAR-Hours produced by LG\&E/KU Units located on KU} / \text{total MVAR-Hours produced by LG\&E/KU Units}$.

$LG\&E \text{ Schedule 2 Revenue \% (LG\&E-2 Rev)} = 1 \text{ minus } KU-2 \text{ Rev}$

For Example, based on calendar year 2012:

$KU-2 \text{ Rev} = 300,735 \text{ MVAR-Hours} / 791,031 \text{ MVAR-Hours} = 38.02\%$

$LG\&E-2 \text{ Rev} = 1 - 38.02\% = 61.98\%$

(c) All revenues received for Ancillary Services under Schedule 4 - Energy Imbalance Service, shall be allocated to the Company that produced the energy as assigned by the AFB process.

(d) All revenues received for Ancillary Services under Schedule 3 -- Regulation and Frequency Response, Schedule 5 - Operating Reserve Spinning Reserve Service and Schedule 6 - Operating Reserve Supplemental Reserve Service of the LG&E-KU Open Access Transmission Tariff will be allocated between the Companies during June of each year to be effective on July 1st of each year using the previous year's net annual generation amount as found in FERC Form 1 for Kentucky Utilities Company (KU) and Louisville Gas & Electric Company (LG&E).

3. Allocation of Generation Services Costs

Generation cost allocation percentages will be calculated during June of each year to be effective on July 1st of each year using the latest Schedule 2 true up filing filed at FERC per Schedule 2 rate schedule.

Allocation of cost to each Company will be calculated by the following formulas:

$KU \text{ Gen. Services \%} = \text{KU FERC Form 1, page 401a line 9(b)} / \text{sum of (KU FERC Form 1, page 401a line 9(b) plus LG\&E FERC Form 1, page 401a line 9(b))}$.

$LG\&E \text{ Gen. Services \%} = 1 \text{ minus } KU \text{ Gen. Services \%}$

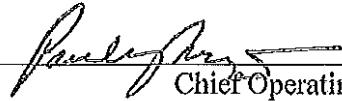
For Example, based on the 2012 FERC Form 1 data for the calendar year 2012:

KU Gen. Services % = $18,387,838 / (18,378,838 + 15,040,682) = 55.01\%$

LG&E Gen. Services % = $1 - 55.01\% = 44.99\%$

LOUISVILLE GAS AND ELECTRIC COMPANY

By:



Chief Operating Officer

KENTUCKY UTILITIES COMPANY

By:



Chief Operating Officer

AMENDED AND RESTATED
INTER-COMPANY POWER AGREEMENT
DATED AS OF SEPTEMBER 10, 2010

AMONG

OHIO VALLEY ELECTRIC CORPORATION,
ALLEGHENY ENERGY SUPPLY COMPANY, L.L.C.
APPALACHIAN POWER COMPANY,
BUCKEYE POWER GENERATING, LLC,
COLUMBUS SOUTHERN POWER COMPANY,
THE DAYTON POWER AND LIGHT COMPANY,
DUKE ENERGY OHIO, INC.,
FIRSTENERGY GENERATION CORP.,
INDIANA MICHIGAN POWER COMPANY,
KENTUCKY UTILITIES COMPANY,
LOUISVILLE GAS AND ELECTRIC COMPANY,
MONONGAHELA POWER COMPANY,
OHIO POWER COMPANY,
PENINSULA GENERATION COOPERATIVE, and
SOUTHERN INDIANA GAS AND ELECTRIC COMPANY

AMENDED AND RESTATED
INTER-COMPANY POWER AGREEMENT

THIS AGREEMENT, dated as of September 10, 2010 (the "Agreement"), by and among OHIO VALLEY ELECTRIC CORPORATION (herein called OVEC), ALLEGHENY ENERGY SUPPLY COMPANY, L.L.C. (herein called Allegheny), APPALACHIAN POWER COMPANY (herein called Appalachian), BUCKEYE POWER GENERATING, LLC (herein called Buckeye), COLUMBUS SOUTHERN POWER COMPANY (herein called Columbus), THE DAYTON POWER AND LIGHT COMPANY (herein called Dayton), DUKE ENERGY OHIO, INC. (formerly known as The Cincinnati Gas & Electric Company and herein called Duke Ohio), FIRSTENERGY GENERATION CORP. (herein called FirstEnergy), INDIANA MICHIGAN POWER COMPANY (herein called Indiana), KENTUCKY UTILITIES COMPANY (herein called Kentucky), LOUISVILLE GAS AND ELECTRIC COMPANY (herein called Louisville), MONONGAHELA POWER COMPANY (herein called Monongahela), OHIO POWER COMPANY (herein called Ohio Power), PENINSULA GENERATION COOPERATIVE (herein called Peninsula), and SOUTHERN INDIANA GAS AND ELECTRIC COMPANY (herein called Southern Indiana, and all of the foregoing, other than OVEC, being herein sometimes collectively referred to as the Sponsoring Companies and individually as a Sponsoring Company) hereby amends and restates in its entirety, the Inter-Company Power Agreement dated as of March 13, 2006, as amended by Modification No. 1, dated as of March 13, 2006 (herein called the Current Agreement), by and among OVEC and the Sponsoring Companies.

WITNESSETH THAT:

WHEREAS, the Current Agreement amended and restated the original Inter-Company Power Agreement, dated as of July 10, 1953, as amended by Modification No. 1, dated as of June 3, 1966; Modification No. 2, dated as of January 7, 1967; Modification No. 3, dated as of November 15, 1967; Modification No. 4, dated as of November 5, 1975; Modification No. 5, dated as of September 1, 1979; Modification No. 6, dated as of August 1, 1981; Modification No. 7, dated as of January 15, 1992; Modification No. 8, dated as of January 19, 1994; Modification No. 9, dated as of August 17, 1995; Modification No. 10, dated as of January 1, 1998; Modification No. 11, dated as of April 1, 1999; Modification No. 12, dated as of November 1, 1999; Modification No. 13, dated as of May 24, 2000; Modification No. 14, dated as of April 1, 2001; and Modification No. 15, dated as of April 30, 2004 (together, herein called the Original Agreement); and

WHEREAS, OVEC designed, purchased, and constructed, and continues to operate and maintain two steam-electric generating stations, one station (herein called Ohio Station) consisting of five turbo-generators and all other necessary equipment, at a location on the Ohio River near Cheshire, Ohio, and the other station (herein called Indiana Station) consisting of six turbogenerators and all other necessary equipment, at a location on the Ohio River near Madison,

Indiana, (the Ohio Station and the Indiana Station being herein called the Project Generating Stations); and

WHEREAS, OVEC also designed, purchased, and constructed, and continues to operate and maintain necessary transmission and general plant facilities (herein called the Project Transmission Facilities) and OVEC established or cause to be established interconnections between the Project Generating Stations and the systems of certain of the Sponsoring Companies; and

WHEREAS, OVEC entered into an agreement, attached hereto as Exhibit A, with Indiana-Kentucky Electric Corporation (herein called IKEC), a corporation organized under the laws of the State of Indiana as a wholly owned subsidiary corporation of OVEC, which has been amended and restated as of the date of this Agreement and embodies the terms and conditions for the ownership and operation by IKEC of the Indiana Station and such portion of the Project Transmission Facilities which are to be owned and operated by it; and

WHEREAS, transmission facilities were constructed by certain of the Sponsoring Companies to interconnect the systems of such Sponsoring Companies, directly or indirectly, with the Project Generating Stations and/or the Project Transmission Facilities, and the Sponsoring Companies have agreed to pay for Available Power, as hereinafter defined, as may be available at the Project Generating Stations; and

WHEREAS, the parties hereto desire to amend and restate in their entirety, the Current Agreement to define the terms and conditions governing the rights of the Sponsoring Companies to receive Available Power from the Project Generating Stations and the obligations of the Sponsoring Companies to pay therefor.

NOW, THEREFORE, the parties hereto agree with each other as follows:

ARTICLE 1

DEFINITIONS

1.01. For the purposes of this Agreement, the following terms, wherever used herein, shall have the following meanings:

1.011 "Affiliate" means, with respect to a specified person, any other person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified person; provided that "control" for these purposes means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

1.012 “Arbitration Board” has the meaning set forth in Section 9.10.

1.013 “Available Energy” of the Project Generating Stations means the energy associated with Available Power.

1.014 “Available Power” of the Project Generating Stations at any particular time means the total net kilowatts at the 345-kV busses of the Project Generating Stations which Corporation in its sole discretion will determine that the Project Generating Stations will be capable of safely delivering under conditions then prevailing, including all conditions affecting capability.

1.015 “Corporation” means OVEC, IKEC, and all other subsidiary corporations of OVEC.

1.016 “Decommissioning and Demolition Obligation” has the meaning set forth in Section 5.03(f) hereof.

1.017 “Effective Date” means September 10, 2010, or to the extent necessary, such later date on which Corporation notifies the Sponsoring Companies that all conditions to effectiveness, including all required waiting periods and all required regulatory acceptances or approvals, of this Agreement have been satisfied in form and substance satisfactory to the Corporation.

1.018 “Election Period” has the meaning set forth in Section 9.183(a) hereof.

1.019 “Minimum Generating Unit Output” means 80 MW (net) for each of the Corporation’s generation units; provided that such “Minimum Generating Unit Output” shall be confirmed from time to time by operating tests on the Corporation’s generation units and shall be adjusted by the Operating Committee as appropriate following such tests.

1.0110 “Minimum Loading Event” means a period of time during which one or more of the Corporation’s generation units are operating at below the Minimum Generating Output as a result of the Sponsoring Companies’ failure to schedule and take delivery of sufficient Available Energy.

1.0111 “Minimum Loading Event Costs” means the sum of the following costs caused by one or more Minimum Loading Events: (i) the actual costs of any of the Corporation’s generating units burning fuel oil; and (ii) the estimated actual additional costs to the Corporation resulting from Minimum Loading Events, including without limitation the incremental costs of additional emissions allowances, reflected in the schedule of charges prepared by the Operating Committee and in effect as of the commencement of any Minimum Loading Event, which schedule may be adjusted from time to time as necessary by the Operating Committee.

1.0112 “Month” means a calendar month.

1.0113 “Nominal Power Available” means an individual Sponsoring Company’s Power Participation Ratio share of the Corporation’s current estimate of the maximum amount of Available Power available for delivery at any given time.

1.0114 “Offer Notice” means the notice required to be given to the other Sponsoring Companies by a Transferring Sponsor offering to sell all or a portion of such Transferring Sponsor’s rights, title and interests in, and obligations under this Agreement. At a minimum, the Offer Notice shall be in writing and shall contain (i) the rights, title and interests in, and obligations under this Agreement that the Transferring Sponsor proposes to Transfer; and (ii) the cash purchase price and any other material terms and conditions of such proposed transfer. An Offer Notice may not contain terms or conditions requiring the purchase of any non-OVEC interests.

1.0115 “Permitted Assignee” means a person that is (a) a Sponsoring Company or its Affiliate whose long-term unsecured non-credit enhanced indebtedness, as of the date of such assignment, has a Standard & Poor’s credit rating of at least BBB- and a Moody’s Investors Service, Inc. credit rating of at least Baa3 (provided that, if the proposed assignee’s long-term unsecured non-credit enhanced indebtedness is not currently rated by one of Standard & Poor’s or Moody, such assignee’s long-term unsecured non-credit enhanced indebtedness, as of the date of such assignment, must have either a Standard & Poor’s credit rating of at least BBB- or a Moody’s Investors Service, Inc. credit rating of at least Baa3); or (b) a Sponsoring Company or its Affiliate that does not meet the criteria in subsection (a) above, if the Sponsoring Company or its Affiliate that is assigning its rights, title and interests in, and obligations under, this Agreement agrees in writing (in form and substance satisfactory to Corporation) to remain obligated to satisfy all of the obligations related to the assigned rights, title and interests to the extent such obligations are not satisfied by the assignee of such rights, title and interests; provided that, in no event shall a person be deemed a “Permitted Assignee” if counsel for the Corporation reasonably determines that the assignment of the rights, title or interests in, or obligations under, this Agreement to such person could cause a termination, default, loss or payment obligation under any security issued, or agreement entered into, by the Corporation prior to such transfer.

1.0116 “Postretirement Benefit Obligation” has the meaning set forth in Section 5.03(e) hereof.

1.0117 “Power Participation Ratio” as applied to each of the Sponsoring Companies refers to the percentage set forth opposite its respective name in the tabulation below:

Company	Power Participation Ratio—Percent
---------	--------------------------------------

Allegheny	3.01
Appalachian.....	15.69
Buckeye.....	18.00
Columbus	4.44
Dayton	4.90
Duke Ohio.....	9.00
FirstEnergy.....	4.85
Indiana.....	7.85
Kentucky	2.50
Louisville	5.63
Monongahela.....	0.49
Ohio Power	15.49
Peninsula	6.65
Southern Indiana	<u>1.50</u>
Total	100.0

1.0118 “Tariff” means the open access transmission tariff of the Corporation, as amended from time to time, or any successor tariff, as accepted by the Federal Energy Regulatory Commission or any successor agency.

1.0119 “Third Party” means any person other than a Sponsoring Company or its Affiliate.

1.0120 “Total Minimum Generating Output” means the product of the Minimum Generating Unit Output times the number of the Corporation’s generation units available for service at that time.

1.0121 “Transferring Sponsor” has the meaning set forth in Section 9.183(a) hereof.

1.0122 “Uniform System of Accounts” means the Uniform System of Accounts prescribed by the Federal Energy Regulatory Commission as in effect on January 1, 2004.

ARTICLE 2

TRANSMISSION AGREEMENT AND FACILITIES

2.01. *Transmission Agreement.* The Corporation shall enter into a transmission service agreement under the Tariff, and the Corporation shall reserve and schedule transmission service, ancillary services and other transmission-related services in accordance with the Tariff to provide for the delivery of Available Power and Available Energy to the applicable delivery point under this Agreement.

2.02. *Limited Burdening of Corporation's Transmission Facilities.*

Transmission facilities owned by the Corporation, including the Project Transmission Facilities, shall not be burdened by power and energy flows of any Sponsoring Company to an extent which would impair or prevent the transmission of Available Power.

ARTICLE 3

[RESERVED]

ARTICLE 4

AVAILABLE POWER SUPPLY

4.01. *Operation of Project Generating Stations.* Corporation shall operate and maintain the Project Generating Stations in a manner consistent with safe, prudent, and efficient operating practice so that the Available Power available from said stations shall be at the highest practicable level attainable consistent with OVEC's obligations under Reliability *First* Reliability Standard BAL-002-RFC throughout the term of this Agreement.

4.02. *Available Power Entitlement.* The Sponsoring Companies collectively shall be entitled to take from Corporation and Corporation shall be obligated to supply to the Sponsoring Companies any and all Available Power and Available Energy pursuant to the provisions of this Agreement. Each Sponsoring Company's Available Power Entitlement hereunder shall be its Power Participation Ratio, as defined in *subsection 1.0117*, of Available Power.

4.03. *Available Energy.* Corporation shall make Available Energy available to each Sponsoring Company in proportion to said Sponsoring Company's Power Participation Ratio. No Sponsoring Company, however, shall be obligated to avail itself of any Available Energy. Available Energy shall be scheduled and taken by the Sponsoring Companies in accordance with the following procedures:

4.031 Each Sponsoring Company shall schedule the delivery of all or any portion (in whole MW increments) of its entitlement to Available Energy in accordance with scheduling procedures established by the Operating Committee from time to time.

4.032 In the event that any Sponsoring Company does not schedule the delivery of all of its Power Participation Ratio share of Available Energy, then each such other Sponsoring Company may schedule the delivery of all or any portion (in whole MW increments) of any such unscheduled share of Available Energy (through successive allotments if necessary) in proportion to their Power Participation Ratios.

4.033 Notwithstanding any Available Energy schedules made in accordance with this Section 4.03 and the applicable scheduling procedures, (i) the Corporation shall adjust all schedules to the extent that the Corporation's actual generation output is less than or more than the expected Nominal Power Available to all Sponsoring Companies, or to the extent that the Corporation is unable to obtain sufficient transmission service under the Tariff for the delivery of all scheduled Available Energy; and (ii) immediately following a Minimum Loading Event, any Sponsoring Company causing (in whole or part) such Minimum Loading Event shall have its Available Energy schedules increased after the schedules of the Sponsoring Companies not causing such Minimum Load Event, in accordance with the estimated ramp rates associated with the shutdown and start-up of the Corporation's generation units as reflected in the schedules prepared by the Operating Committee and in effect as of the commencement of any Minimum Loading Event, which schedules may be adjusted from time to time as necessary by the Operating Committee.

4.034 Each Sponsoring Company availing itself of Available Energy shall be entitled to an amount of energy (herein called billing kilowatt-hours of Available Energy) equal to its portion, determined as provided in this Section 4.03, of the total Available Energy after deducting therefrom such Sponsoring Company's proportionate share, as defined in this Section 4.03, of all losses as determined in accordance with the Tariff incurred in transmitting the total of such Available Energy from the 345-kV busses of the Project Generating Stations to the applicable delivery points, as scheduled pursuant to Section 9.01, of all Sponsoring Companies availing themselves of Available Energy. The proportionate share of all such losses that shall be so deducted from such Sponsoring Company's portion of Available Energy shall be equal to all such losses multiplied by the ratio of such portion of Available Energy to the total of such Available Energy. Each Sponsoring Company shall have the right, pursuant to this Section 4.03, to avail itself of Available Energy for the purpose of meeting the loads of its own system and/or of supplying energy to other systems in accordance with agreements, other than this Agreement, to which such Sponsoring Company is a party.

4.035 To the extent that, as a result of the failure by one or more Sponsoring Companies to take its respective Power Participation Ratio share of the applicable Total Minimum Generating Output during any hour, a Minimum Loading Event shall occur, then such one or more Sponsoring Companies shall be assessed charges for any Minimum Loading Event Costs in accordance with Section 5.05.

ARTICLE 5

CHARGES FOR AVAILABLE POWER AND MINIMUM LOADING EVENT COSTS

5.01. *Total Monthly Charge.* The amount to be paid to Corporation each month by the Sponsoring Companies for Available Power and Available Energy supplied under this

Agreement shall consist of the sum of an energy charge, a demand charge, and a transmission charge, all determined as set forth in this *Article 5*.

5.02. *Energy Charge*. The energy charge to be paid each month by the Sponsoring Companies for Available Energy shall be determined by Corporation as follows:

5.021 Determine the aggregate of all expenses for fuel incurred in the operation of the Project Generating Stations, in accordance with Account 501 (Fuel), Account 506.5 (Variable Reagent Costs Associated With Pollution Control Facilities) and 509 (Allowances) of the Uniform System of Accounts.

5.022 Determine for such month the difference between the total cost of fuel as described in subsection 5.021 above and the total cost of fuel included in any Minimum Loading Event Costs payable to the Corporation for such month pursuant to Section 8.03. For the purposes hereof the difference so determined shall be the fuel cost allocable for such month to the total kilowatt-hours of energy generated at the Project Generating Stations for the supply of Available Energy. For Available Energy availed of by the Sponsoring Companies, each Sponsoring Company shall pay Corporation for each such month an amount obtained by multiplying the ratio of the billing kilowatt-hours of such Available Energy availed of by such Sponsoring Company during such month to the aggregate of the billing kilowatt-hours of all Available Energy availed of by all Sponsoring Companies during such month times the total cost of fuel as described in this subsection 5.022 for such month.

5.03. *Demand Charge*. During the period commencing with the Effective Date and for the remainder of the term of this Agreement, demand charges payable by the Sponsoring Companies to Corporation shall be determined by the Corporation as provided below in this Section 5.03. Each Sponsoring Company's share of the aggregate demand charges shall be the percentage of such charges represented by its Power Participation Ratio.

The aggregate demand charge payable each month by the Sponsoring Companies to Corporation shall be equal to the total costs incurred for such month by Corporation resulting from its ownership, operation, and maintenance of the Project Generating Stations and Project Transmission Facilities determined as follows:

As soon as practicable after the close of each calendar month the following components of costs of Corporation (eliminating any duplication of costs which might otherwise be reflected among the corporate entities comprising Corporation) applicable for such month to the ownership, operation and maintenance of the Project Generating Stations and the Project Transmission Facilities, including additional facilities and/or spare parts (such as fuel processing plants, flue gas or waste product processing facilities, and facilities reasonably required to enable the Corporation to limit the emission of pollutants or the discharge of wastes in compliance with governmental requirements) and

replacements necessary or desirable to keep the Project Generating Stations and the Project Transmission Facilities in a dependable and efficient operating condition, and any provision for any taxes that may be applicable to such charges, to be determined and recorded in the following manner:

(a) Component (A) shall consist of fixed charges made up of (i) the amounts of interest properly chargeable to Accounts 427, 430 and 431, less the amount thereof credited to Account 432, of the Uniform System of Accounts, including the interest component of any purchase price, interest, rental or other payment under an installment sale, loan, lease or similar agreement relating to the purchase, lease or acquisition by Corporation of additional facilities and replacements (whether or not such interest or other amounts have come due or are actually payable during such Month), (ii) the amounts of amortization of debt discount or premium and expenses properly chargeable to Accounts 428 and 429, and (iii) an amount equal to the sum of (I) the applicable amount of the debt amortization component for such month required to retire the total amount of indebtedness of Corporation issued and outstanding, (II) the amortization requirement for such month in respect of indebtedness of Corporation incurred in respect of additional facilities and replacements, and (III) to the extent not provided for pursuant to clause (II) of this clause (iii), an appropriate allowance for depreciation of additional facilities and replacements.

(b) Component (B) shall consist of the total operating expenses for labor, maintenance, materials, supplies, services, insurance, administrative and general expense, etc., properly chargeable to the Operation and Maintenance Expense Accounts of the Uniform System of Accounts (exclusive of Accounts 501, 509, 555, 911, 912, 913, 916, and 917 of the Uniform System of Accounts), minus the total of all non-fuel costs included in any Minimum Loading Event Costs payable to the Corporation for such month pursuant to Section 8.03, minus the total of all transmission charges payable to the Corporation for such month pursuant to Section 5.04, and plus any additional amounts which, after provision for all income taxes on such amounts (which shall be included in Component (C) below), shall equal any amounts paid or payable by Corporation as fines or penalties with respect to occasions where it is asserted that Corporation failed to comply with a law or regulation relating to the emission of pollutants or the discharge of wastes.

(c) Component (C) shall consist of the total expenses for taxes, including all taxes on income but excluding any federal income taxes arising from payments to Corporation under Component (D) below, and all operating or other costs or expenses, net of income, not included or

specifically excluded in Components (A) or (B) above, including tax adjustments, regulatory adjustments, net losses for the disposition of property and other net costs or expenses associated with the operation of a utility.

(d) Component (D) shall consist of an amount equal to the product of \$2.089 multiplied by the total number of shares of capital stock of the par value of \$100 per share of Ohio Valley Electric Corporation which shall have been issued and which are outstanding on the last day of such month.

(e) Component (E) shall consist of an amount to be sufficient to pay the costs and other expenses relating to the establishment, maintenance and administration of life insurance, medical insurance and other postretirement benefits other than pensions attributable to the employment and employee service of active employees, retirees, or other employees, including without limitation any premiums due or expected to become due, as well as administrative fees and costs, such amounts being sufficient to provide payment with respect to all periods for which Corporation has committed or is otherwise obligated to make such payments, including amounts attributable to current employee service and any unamortized prior service cost, gain or loss attributable to prior service years ("Postretirement Benefit Obligation"); provided that, the amount payable for Postretirement Benefit Obligations during any month shall be determined by the Corporation based on, among other factors, the Statement of Financial Accounting Standards No. 106 (Employers' Accounting For Postretirement Benefits Other Than Pensions) and any applicable accounting standards, policies or practices as adopted from time to time relating to accruals with respect to all or any portion of such Postretirement Benefit Obligation.

(f) Component (F) shall consist of an amount that may be incurred in connection with the decommissioning, shutdown, demolition and closing of the Project Generating Stations when production of electric power and energy is discontinued at such Project Generating Stations, which amount shall include, without limitation the following costs (net of any salvage credits): the costs of demolishing the plants' building structures, disposal of non-salvageable materials, removal and disposal of insulating materials, removal and disposal of storage tanks and associated piping, disposal or removal of materials and supplies (including fuel oil and coal), grading, covering and reclaiming storage and disposal areas, disposing of ash in ash ponds to the extent required by regulatory authorities, undertaking corrective or remedial action required by regulatory authorities, and any other costs incurred in putting the facilities

in a condition necessary to protect health or the environment or which are required by regulatory authorities, or which are incurred to fund continuing obligations to monitor or to correct environmental problems which result, or are later discovered to result, from the facilities' operation, closure or post-closure activities ("Decommissioning and Demolition Obligation") provided that, the amount payable for Decommissioning and Demolition Obligations during any month shall be calculated by Corporation based on, among other factors, the then-estimated useful life of the Project Generating Stations and any applicable accounting standards, policies or practices as adopted from time to time relating to accruals with respect to all or any portion of such Decommissioning and Demolition Obligation, and provided further that, the Corporation shall recalculate the amount payable under this Component (F) for future months from time to time, but in no event later than five (5) years after the most recent calculation.

5.04. *Transmission Charge.* The transmission charges to be paid each month by the Sponsoring Companies shall be equal to the total costs incurred for such month by Corporation for the purchase of transmission service, ancillary services and other transmission-related services under the Tariff as reserved and scheduled by the Corporation to provide for the delivery of Available Power and Available Energy to the applicable delivery point under this Agreement. Each Sponsoring Company's share of the aggregate transmission charges shall be the percentage of such charges represented by its Power Participation Ratio.

5.05. *Minimum Loading Event Costs.* To the extent that, as a result of the failure by one or more Sponsoring Companies to take its respective Power Participation Ratio share of the applicable Total Minimum Generating Output during any hour, a Minimum Loading Event shall occur, then the sum of all Minimum Loading Event Costs relating to such Minimum Loading Event shall be charged to such Sponsoring Company or group of Sponsoring Companies that failed take its respective Power Participation Ratio share of the applicable Total Minimum Generating Output during such period, with such Minimum Loading Event Costs allocated among such Sponsoring Companies on a pro-rata basis in accordance with such Sponsoring Company's MWh share of the MWh reduction in the delivery of Available Energy causing any Minimum Loading Event. The applicable charges for Minimum Loading Event Costs as determined by the corporation in accordance with Section 5.05 shall be paid each month by the applicable Sponsoring Companies.

ARTICLE 6

Metering of Energy Supplied

6.01. *Measuring Instruments.* The parties hereto shall own and maintain such metering equipment as may be necessary to provide complete information regarding the delivery of power and energy to or for the account of any of the parties hereto; and the ownership and

expense of such metering shall be in accordance with agreements among them. Each party will at its own expense make such periodic tests and inspections of its meters as may be necessary to maintain them at the highest practical commercial standard of accuracy and will advise all other interested parties hereto promptly of the results of any such test showing an inaccuracy of more than 1%. Each party will make additional tests of its meters at the request of any other interested party. Other interested parties shall be given notice of, and may have representatives present at, any test and inspection made by another party.

ARTICLE 7

COSTS OF REPLACEMENTS AND ADDITIONAL FACILITIES; PAYMENTS FOR EMPLOYEE BENEFITS; DECOMMISSIONING, SHUTDOWN, DEMOLITION AND CLOSING CHARGES

7.01. *Replacement Costs.* The Sponsoring Companies shall reimburse Corporation for the difference between (a) the total cost of replacements chargeable to property and plant made by Corporation during any month prior thereto (and not previously reimbursed) and (b) the amounts received by Corporation as proceeds of fire or other applicable insurance protection, or amounts recovered from third parties responsible for damages requiring replacement, plus provision for all taxes on income on such difference; provided that, to the extent that the Corporation arranges for the financing of any replacements, the payments due under this Section 7.01 shall equal the amount of all principal, interest, taxes and other costs and expenses related to such financing during any month. Each Sponsoring Company's share of such payment shall be the percentage of such costs represented by its Power Participation Ratio. The term cost of replacements, as used herein, shall include all components of cost, plus removal expense, less salvage.

7.02. *Additional Facility Costs.* The Sponsoring Companies shall reimburse Corporation for the total cost of additional facilities and/or spare parts purchased and/or installed by Corporation during any month prior thereto (and not previously reimbursed), plus provision for all taxes on income on such costs; provided that, to the extent that the Corporation arranges for the financing of any additional facilities and/or spare parts, the payments due under this Section 7.02 shall equal the amount of all principal, interest, taxes and other costs and expenses related to such financing during any month. Each Sponsoring Company's share of such payment shall be the percentage of such costs represented by its Power Participation Ratio.

7.03. *Payments for Employee Benefits.* Not later than the effective date of termination of this Agreement, each Sponsoring Company will pay to Corporation its Power Participation Ratio share of additional amounts, after provision for any taxes that may be applicable thereto, sufficient to cover any shortfall if the amount of the Postretirement Benefit Obligation collected by the Corporation prior to the effective date of termination of the Agreement is insufficient to permit Corporation to fulfill its commitments or obligations with respect to both postemployment benefit obligations under the Statement of Financial Accounting Standards No. 112 and postretirement benefits other than pensions, as determined by Corporation

with the aid of an actuary or actuaries selected by the Corporation based on the terms of the Corporation's then-applicable plans.

7.04. *Decommissioning, Shutdown, Demolition and Closing.* The Sponsoring Companies recognize that a part of the cost of supplying power to it under this Agreement is the amount that may be incurred in connection with the decommissioning, shutdown, demolition and closing of the Project Generating Stations when production of electric power and energy is discontinued at such Project Generating Stations. Not later than the effective date of termination of this Agreement, each Sponsoring Company will pay to Corporation its Power Participation Ratio share of additional amounts, after provision for any taxes that may be applicable thereto, sufficient to cover any shortfall if the amount of the Decommissioning and Demolition Obligation collected by the Corporation prior to the effective date of termination of the Agreement is insufficient to permit Corporation to complete the decommissioning, shutdown, demolition and closing of the Project Generating Stations, based on the Corporation's recalculation of the Decommissioning and Demolition Obligation in accordance with Section 5.03(f) of this Agreement no earlier than twelve (12) months before the effective date of termination of this Agreement.

ARTICLE 8

BILLING AND PAYMENT

8.01. *Available Power, and Replacement and Additional Facility Costs.* As soon as practicable after the end of each month Corporation shall render to each Sponsoring Company a statement of all Available Power and Available Energy supplied to or for the account of such Sponsoring Company during such month, specifying the amount due to the Corporation therefor, including any amounts for reimbursement for the cost of replacements and additional facilities and/or spare parts incurred during such month, pursuant to *Articles 5 and 7* above. Such Sponsoring Company shall make payment therefor promptly upon the receipt of such statement, but in no event later than fifteen (15) days after the date of receipt of such statement. In case any factor entering into the computation of the amount due for Available Power and Available Energy cannot be determined at the time, it shall be estimated subject to adjustment when the actual determination can be made.

8.02. *Provisional Payments for Available Power.* The Sponsoring Companies shall, from time to time, at the request of the Corporation, make provisional semi-monthly payments for Available Power in amounts approximately equal to the estimated amounts payable for Available Power delivered by Corporation to the Sponsoring Companies during each semi-monthly period. As soon as practicable after the end of each semi-monthly period with respect to which Corporation has requested the Sponsoring Companies to make provisional semi-monthly payments for Available Power, Corporation shall render to each Sponsoring Company a separate statement indicating the amount payable by such Sponsoring Company for such semi-monthly period. Such Sponsoring Company shall make payment therefor promptly upon receipt of such statement, but in no event later than fifteen (15) days after the date of receipt of such

statement and the amounts so paid by such Sponsoring Company shall be credited to the account of such Sponsoring Company with respect to future payments to be made pursuant to *Articles 5 and 7* above by such Sponsoring Company to Corporation for Available Power.

8.03. *Minimum Loading Event Costs.* As soon as practicable after the end of each month, Corporation shall render to each Sponsoring Company a statement indicating any applicable charges for Minimum Loading Event Costs pursuant to Section 5.05 during such month, specifying the amount due to the Corporation therefor pursuant to *Article 5* above. Such Sponsoring Company shall make payment therefor promptly upon the receipt of such statement, but in no event later than fifteen (15) days after the date of receipt of such statement. In case the computation of the amount due for Minimum Loading Event Costs cannot be determined at the time, it shall be estimated subject to adjustment when the actual determination can be made, and all payments shall be subject to subsequent adjustment.

8.04. *Unconditional Obligation to Pay Demand and Other Charges.* The obligation of each Sponsoring Company to pay its specified portion of the Demand Charge under Section 5.03, the Transmission Charge under Section 5.04, and all charges under *Article 7* for any Month shall not be reduced irrespective of:

- (a) whether or not any Available Power or Available Energy are supplied by the Corporation during such calendar month and whether or not any Available Power or Available Energy are accepted by any Sponsoring Company during such calendar month;
- (b) the existence of any claim, set-off, defense, reduction, abatement or other right (other than irrevocable payment, performance, satisfaction or discharge in full) that such Sponsoring Company may have, or which may at any time be available to or be asserted by such Sponsoring Company, against the Corporation, any other Sponsoring Company, any creditor of the Corporation or any other Person (including, without limitation, arising as a result of any breach or alleged breach by either the Corporation, any other Sponsoring Company, any creditor of the Corporation or any other Person under this Agreement or any other agreement (whether or not related to the transactions contemplated by this Agreement or any other agreement) to which such party is a party); or
- (c) the validity or enforceability against any other Sponsoring Company of this Agreement or any right or obligation hereunder (or any release or discharge thereof) at any time.

ARTICLE 9

GENERAL PROVISIONS

9.01. *Characteristics of Supply and Points of Delivery.* All power and energy delivered hereunder shall be 3-phase, 60-cycle, alternating current, at a nominal unregulated voltage designated for the point of delivery as described in this *Article 9*. Available Power and Available Energy to be delivered between Corporation and the Sponsoring Companies pursuant to this Agreement shall be delivered under the terms and conditions of the Tariff at the points, as scheduled by the Sponsoring Company in accordance with procedures established by the Operating Committee and in accordance with Section 9.02, where the transmission facilities of Corporation interconnect with the transmission facilities of any Sponsoring Company (or its successor or predecessor); provided that, to the extent that a joint and common market is established for the sale of power and energy by Sponsoring Companies within one or more of the regional transmission organizations or independent system operators approved by the Federal Energy Regulatory Commission in which the Sponsoring Companies are members or otherwise participate, then Corporation and the Sponsoring Companies shall take such action as reasonably necessary to permit the Sponsoring Companies to bid their entitlement to power and energy from Corporation into such market(s) in accordance with the procedures established for such market(s).

9.02. *Modification of Delivery Schedules Based on Available Transmission Capability.* To the extent that transmission capability available for the delivery of Available Power and Available Energy at any delivery point is less than the total amount of Available Power and Available Energy scheduled for delivery by the Sponsoring Companies at such delivery point in accordance with Section 9.01, then the following procedures shall apply and the Corporation and the applicable Sponsoring Companies shall modify their delivery schedules accordingly until the total amount of Available Power and Available Energy scheduled for delivery at such delivery point is equal to or less than the transmission capability available for the delivery of Available Power and Available Energy: (a) the transmission capability available for the delivery of Available Power and Available Energy at the following delivery points shall be allocated first on a pro rata basis (in whole MW increments) to the following Sponsoring Companies up to their Power Participation Ratio share of the total amount of Available Energy available to all Sponsoring Companies (and as applicable, further allocated among Sponsoring Companies entitled to allocation under this Section 9.02(a) in accordance with their Power Participation Ratios): (i) to Allegheny, Appalachian, Buckeye, Columbus, FirstEnergy, Indiana, Monongahela, Ohio Power and Peninsula (or their successors) for deliveries at the points of interconnection between the Corporation and Appalachian, Columbus, Indiana or Ohio Power, or their successors; (ii) to Duke Ohio (or its successor) for deliveries at the points of interconnection between the Corporation and Duke Ohio or its successor; (iii) to Dayton (or its successor) for deliveries at the points of interconnection between the Corporation and Dayton or its successor; and (iv) to Kentucky, Louisville and Southern Indiana (or their successors) for deliveries at the points of interconnection between the Corporation and Louisville or Kentucky, or their successors; and (b) any remaining transmission capability available for the delivery of

Available Power and Available Energy shall be allocated on a pro rata basis (in whole MW increments) to the Sponsoring Companies in accordance with their Power Participation Ratios.

9.03. *Operation and Maintenance of Systems Involved.* Corporation and the Sponsoring Companies shall operate their systems in parallel, directly or indirectly, except during emergencies that temporarily preclude parallel operation. The parties hereto agree to coordinate their operations to assure maximum continuity of service from the Project Generating Stations, and with relation thereto shall cooperate with one another in the establishment of schedules for maintenance and operation of equipment and shall cooperate in the coordination of relay protection, frequency control, and communication and telemetering systems. The parties shall build, maintain and operate their respective systems in such a manner as to minimize so far as practicable rapid fluctuations in energy flow among the systems. The parties shall cooperate with one another in the operation of reactive capacity so as to assure mutually satisfactory power factor conditions among themselves.

The parties hereto shall exercise due diligence and foresight in carrying out all matters related to the providing and operating of their respective power resources so as to minimize to the extent practicable deviations between actual and scheduled deliveries of power and energy among their systems. The parties hereto shall provide and/or install on their respective systems such communication, telemetering, frequency and/or tie-line control facilities essential to so minimizing such deviations; and shall fully cooperate with one another and with third parties (such third parties whose systems are either directly or indirectly interconnected with the systems of the Sponsoring Companies and who of necessity together with the parties hereto must unify their efforts cooperatively to achieve effective and efficient interconnected systems operation) in developing and executing operating procedures that will enable the parties hereto to avoid to the extent practicable deviations from scheduled deliveries.

In order to foster coordination of the operation and maintenance of Corporation's transmission facilities with those facilities of Sponsoring Companies that are owned or functionally controlled by a regional transmission organization or independent system operator, Corporation shall use commercially reasonable efforts to enter into a coordination agreement with any regional transmission organization or independent system operator approved by the Federal Energy Regulatory Commission that operates transmission facilities that interconnect with Corporation's transmission facilities, and to enter into a mutually agreeable services agreement with a regional transmission organization or independent system operator to provide the Corporation with reliability and security coordination services and other related services.

9.04. *Power Deliveries as Affected by Physical Characteristics of Systems.* It is recognized that the physical and electrical characteristics of the transmission facilities of the interconnected network of which the transmission systems of the Sponsoring Companies, Corporation, and other systems of third parties not parties hereto are a part, may at times preclude the direct delivery at the points of interconnection between the transmission systems of one or more of the Sponsoring Companies and Corporation, of some portion of the energy supplied under this Agreement, and that in each such case, because of said characteristics, some

of the energy will be delivered at points which interconnect the system of one or more of the Sponsoring Companies with systems of companies not parties to this Agreement. The parties hereto shall cooperate in the development of mutually satisfactory arrangements among themselves and with such companies not parties hereto whereby the supply of power and energy contemplated hereunder can be fulfilled.

9.05. *Operating Committee.* There shall be an “Operating Committee” consisting of one member appointed by the Corporation and one member appointed by each of the Sponsoring Companies electing so to do; provided that, if any two or more Sponsoring Companies are Affiliates, then such Affiliates shall together be entitled to appoint only one member to the Operating Committee. The “Operating Committee” shall establish (and modify as necessary) scheduling, operating, testing and maintenance procedures of the Corporation in support of this Agreement, including establishing: (i) procedures for scheduling delivery of Available Energy under Section 4.03, (ii) procedures for power and energy accounting, (iii) procedures for the reservation and scheduling of firm and non-firm transmission service under the Tariff for the delivery of Available Power and Available Energy, (iv) the Minimum Generating Unit Output, and (v) the form of notifications relating to power and energy and the price thereof. In addition, the Operating Committee shall consider and make recommendations to Corporation’s Board of Directors with respect to such other problems as may arise affecting the transactions under this Agreement. The decisions of the Operating Committee, including the adoption or modification of any procedure by the Operating Committee pursuant to this Section 9.04, must receive the affirmative vote of at least two-thirds of the members of the Operating Committee, regardless of the number of members of the Operating Committee present at any meeting.

9.06. *Acknowledgment of Certain Rights.* For the avoidance of doubt, all of the parties to this Agreement acknowledge and agree that (i) as of the effective date of the Current Agreement, certain rights and obligations of the Sponsoring Companies or their predecessors under the Original Agreement were changed, modified or otherwise removed, (ii) to the extent that the rights of any Sponsoring Company or their predecessors were thereby changed, modified or otherwise removed as of the effective date of the Current Agreement, such Sponsoring Company may be entitled to rights under applicable law, regulation, rules or orders under the Federal Power Act or otherwise adopted by the Federal Energy Regulatory Commission (“FERC”), (iii) as a result of the elimination as of the effective date of the Current Agreement of the firm transmission service previously provided during the term of the Original Agreement to Sponsoring Companies or their predecessors whose transmission systems were only indirectly connected to the Corporation’s facilities through intervening transmission systems by certain Sponsoring Companies or their predecessors whose transmission systems were directly connected to the Corporation’s facilities, such Sponsoring Companies or their predecessors whose transmission systems were only indirectly connected to the Corporation’s facilities through intervening transmission systems shall have been entitled to such “roll over” firm transmission service for delivery of their entitlement to their Power Participation Ratio share of Surplus Power and Surplus Energy under this Agreement, to the border of such Sponsoring Company system and intervening Sponsoring Company system, as would be accorded a long-

term firm point-to-point transmission service reservation under the then otherwise applicable FERC Open Access Transmission Tariff (“OATT”), (iv) the obligation of any Sponsoring Company to maintain or expand transmission capacity to accommodate another Sponsoring Company’s “roll over” rights to transmission service for delivery of their entitlement to their Power Participation Ratio share of Surplus Power and Surplus Energy under this Agreement shall be consistent with the obligations it would have for long-term firm point-to-point transmission service provided pursuant to the then otherwise applicable OATT, and (v) the parties shall cooperate with any Sponsoring Company that seeks to obtain and/or exercise any such rights available under applicable law, regulation, rules or orders under the Federal Power Act or otherwise adopted by the FERC.

9.07. *Term of Agreement.* This Agreement shall become effective upon the Effective Date and shall terminate upon the earlier of: (1) June 30, 2040 or (2) the sale or other disposition of all of the facilities of the Project Generating Stations or the permanent cessation of operation of such facilities; provided that, the provisions of *Articles 5, 7 and 8*, this Section 9.07 and Sections 9.08, 9.09, 9.10, 9.11, 9.12, 9.14, 9.15, 9.16, 9.17 and 9.18 shall survive the termination of this Agreement, and no termination of this Agreement, for whatever reason, shall release any Sponsoring Company of any obligations or liabilities incurred prior to such termination.

9.08. *Access to Records.* Corporation shall, at all reasonable times, upon the request of any Sponsoring Company, grant to its representatives reasonable access to the books, records and accounts of the Corporation, and furnish such Sponsoring Company such information as it may reasonably request, to enable it to determine the accuracy and reasonableness of payments made for energy supplied under this Agreement.

9.09. *Modification of Agreement.* Absent the agreement of all parties to this Agreement, the standard for changes to provisions of this Agreement related to rates proposed by a party, a non-party or the Federal Energy Regulatory Commission (or a successor agency) acting sua sponte shall be the “public interest” standard of review set forth in *United Gas Pipeline Co. v. Mobile Gas Serv. Corp.*, 350 U.S. 332 (1956) and *Federal Power Comm’n v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956).

9.10. *Arbitration.* Any controversy, dispute or claim arising out of this Agreement or the refusal by any party hereto to perform the whole or any part thereof, shall be determined by arbitration, in the City of Columbus, Franklin County, Ohio, in accordance with the Commercial Arbitration Rules of the American Arbitration Association or any successor organization, except as otherwise set forth in this Section 9.10.

The party demanding arbitration shall serve notice in writing upon all other parties hereto, setting forth in detail the controversy, dispute or claim with respect to which arbitration is demanded, and the parties shall thereupon endeavor to agree upon an arbitration board, which shall consist of three members (“Arbitration Board”). If all the parties hereto fail so to agree within a period of thirty (30) days from the original notice, the party demanding

arbitration may, by written notice to all other parties hereto, direct that any members of the Arbitration Board that have not been agreed to by the parties shall be selected by the American Arbitration Association, or any successor organization. No person shall be eligible for appointment to the Arbitration Board who is an officer, employee, shareholder of or otherwise interested in any of the parties hereto or in the matter sought to be arbitrated.

The Arbitration Board shall afford adequate opportunity to all parties hereto to present information with respect to the controversy, dispute or claim submitted to arbitration and may request further information from any party hereto; provided, however, that the parties hereto may, by mutual agreement, specify the rules which are to govern any proceeding before the Arbitration Board and limit the matters to be considered by the Arbitration Board, in which event the Arbitration Board shall be governed by the terms and conditions of such agreement.

The determination or award of the Arbitration Board shall be made upon a determination of a majority of the members thereof. The findings and award of the Arbitration Board shall be final and conclusive with respect to the controversy, dispute or claim submitted for arbitration and shall be binding upon the parties hereto, except as otherwise provided by law. The award of the Arbitration Board shall specify the manner and extent of the division of the costs of the arbitration proceeding among the parties hereto.

9.11. *Liability.* The rights and obligations of all the parties hereto shall be several and not joint or joint and several.

9.12. *Force Majeure.* No party hereto shall be held responsible or liable for any loss or damage on account of non-delivery of energy hereunder at any time caused by an event of Force Majeure. "Force Majeure" shall mean the occurrence or non-occurrence of any act or event that could not reasonably have been expected and avoided by exercise of due diligence and foresight and such act or event is beyond the reasonable control of such party, including to the extent caused by act of God, fire, flood, explosion, strike, civil or military authority, insurrection or riot, act of the elements, or failure of equipment. For the avoidance of doubt, "Force Majeure" shall in no event be based on any Sponsoring Company's financial or economic conditions, including without limitation (i) the loss of the Sponsoring Company's markets; or (ii) the Sponsoring Company's inability economically to use or resell the Available Power or Available Energy purchased hereunder.

9.13. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.

9.14. *Regulatory Approvals.* This Agreement is made subject to the jurisdiction of any governmental authority or authorities having jurisdiction in the premises and the performance thereof shall be subject to the following:

- (a) The receipt of all regulatory approvals, in form and substance satisfactory to Corporation, necessary to permit Corporation to perform all the duties and obligations to be performed by Corporation hereunder.

(b) The receipt of all regulatory approvals, in form and substance satisfactory to the Sponsoring Companies, necessary to permit the Sponsoring Companies to carry out all transactions contemplated herein.

9.15. *Notices.* All notices, requests or other communications under this Agreement shall be in writing and shall be sufficient in all respects: (i) if delivered in person or by courier, upon receipt by the intended recipient or an employee that routinely accepts packages or letters from couriers or other persons for delivery to personnel at the address identified above (as confirmed by, if delivered by courier, the records of such courier), (ii) if sent by facsimile transmission, when the sender receives confirmation from the sending facsimile machine that such facsimile transmission was transmitted to the facsimile number of the addressee, or (iii) if mailed, upon the date of delivery as shown by the return receipt therefor.

9.16. *Waiver.* Performance by any party to this Agreement of any responsibility or obligation to be performed by such party or compliance by such party with any condition contained in this Agreement may by a written instrument signed by all other parties to this Agreement be waived in any one or more instances, but the failure of any party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights, but the same shall continue and remain in full force and effect.

9.17. *Titles of Articles and Sections.* The titles of the Articles and Sections in this Agreement have been inserted as a matter of convenience of reference and are not a part of this Agreement.

9.18. *Successors and Assigns.* This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

9.181 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, but a party to this Agreement may not assign this Agreement or any of its rights, title or interests in or obligations (including without limitation the assumption of debt obligations) under this Agreement, except to a successor to all or substantially all the properties and assets of such party or as provided in Section 9.182 or 9.183, without the written consent of all the other parties hereto.

9.182 Notwithstanding the provisions of Section 9.181, any Sponsoring Company shall be permitted to, upon thirty (30) days notice to the Corporation and each other Sponsoring Company, without any further action by the Corporation or the other Sponsoring Companies, assign all or part of its rights, title and interests in, and obligations under this Agreement to a Permitted Assignee, provided that, the assignee and assignor of the rights, title and interests in, and obligations under, this Agreement have executed an assignment agreement in form and substance acceptable to the Corporation

in its reasonable discretion (including, without limitation, the agreement by the Sponsoring Company assigning such rights, title and interests in, and obligations under, this Agreement to reimburse the Corporation and the other Sponsoring Companies for any fees or expenses required under any security issued, or agreement entered into, by the Corporation as a result of such assignment, including without limitation any consent fee or additional financing costs to the Corporation under the Corporation's then-existing securities or agreements resulting from such assignment).

9.183 Notwithstanding the provisions of Section 9.181, any Sponsoring Company shall be permitted to, subject to compliance with all of the requirements of this Section 9.183, assign all or part of its rights, title and interests in, and obligations under this Agreement to a Third Party without any further action by the Corporation or the other Sponsoring Companies.

(a) A Sponsoring Company (the "Transferring Sponsor") that desires to assign all or part of its rights, title and interests in, and obligations under this Agreement to a Third Party shall deliver an Offer Notice to the Corporation and each other Sponsoring Company. The Offer Notice shall be deemed to be an irrevocable offer of the subject rights, title and interests in, and obligations under this Agreement to each of the other Sponsoring Companies that is not an Affiliate of the Transferring Sponsor, which offer must be held open for no less than thirty (30) days from the date of the Offer Notice (the "Election Period").

(b) The Sponsoring Companies (other than the Transferring Sponsor and its Affiliates) shall first have the right, but not the obligation, to purchase all of the rights, title and interests in, and obligations under this Agreement described in the Offer Notice at the price and on the terms specified therein by delivering written notice of such election to the Transferring Sponsor and the Corporation within the Election Period; provided that, irrespective of the terms and conditions of the Offer Notice, a Sponsoring Company may condition its election to purchase the interest described in the Offer Notice on the receipt of approval or consent from such Sponsoring Company's Board of Directors; provided further that, written notice of such conditional election must be delivered to the Transferring Sponsor and the Corporation within the Election Period and such conditional election shall be deemed withdrawn (as if it had never been provided) unless the Sponsoring Company that delivered such conditional election subsequently delivers written notice to the Transferring Sponsor and the Corporation on or before the tenth (10th) day after the expiration of the Election Period that all necessary approval or consent of such Sponsoring Company's Board of Directors have been obtained. To the extent that more than one Sponsoring Company exercises its right to purchase all of the rights, title and interests in, and

obligations under this Agreement described in the Offer Notice in accordance with the previous sentence, such rights, title and interests in, and obligations under this Agreement shall be allotted (successively if necessary) among the Sponsoring Companies exercising such right in proportion to their respective Power Participation Ratios.

(c) Each Sponsoring Company exercising its right to purchase any rights, title and interests in, and obligations under this Agreement pursuant to this Section 9.183 may choose to have an Affiliate purchase such rights, title and interests in, and obligations under this Agreement; provided that, notwithstanding anything in this Section 9.183 to the contrary, any assignment to a Sponsoring Company or its Affiliate hereunder must comply with the requirements of Section 9.182.

(d) If one or more Sponsoring Companies have elected to purchase all of the rights, title and interests in, and obligations under this Agreement of the Transferring Sponsor pursuant to the Offer Notice, the assignment of such rights, title and interests in, and obligations under this Agreement shall be consummated as soon as practical after the delivery of the election notices, but in any event no later than fifteen (15) days after the filing and receipt, as applicable, of all necessary governmental filings, consents or other approvals and the expiration of all applicable waiting periods. At the closing of the purchase of such rights, title and interests in, and obligations under this Agreement from the Transferring Sponsor, the Transferring Sponsor shall provide representations and warranties customary for transactions of this type, including those as to its title to such securities and that there are no liens or other encumbrances on such securities (other than pursuant to this Agreement) and shall sign such documents as may reasonably be requested by the Corporation and the other Sponsoring Companies. The Sponsoring Companies or their Affiliates shall only be required to pay cash for the rights, title and interests in, and obligations under this Agreement being assigned by the Transferring Sponsor.

(e) To the extent that the Sponsoring Companies have not elected to purchase all of the rights, title and interests in, and obligations under this Agreement described in the Offer Notice, the Transferring Sponsor may, within one-hundred and eighty (180) days after the later of the expiration of the Election Period or the deemed withdrawal of a conditional election by a Sponsoring Company under Section 9.183(b) hereof (if applicable), enter into a definitive agreement to, assign such rights, title and interests in, and obligations under this Agreement to a Third Party at a price no less than 92.5% of the purchase price specified in the Offer Notice and on other material terms and conditions no more

favorable to the such Third Party than those specified in the Offer Notice; provided that such purchases shall be conditioned upon: (i) such Third Party having long-term unsecured non-credit enhanced indebtedness, as of the date of such assignment, with a Standard & Poor's credit rating of at least BBB- and a Moody's Investors Service, Inc. credit rating of at least Baa3 (provided that, if such Third Party's long-term unsecured non-credit enhanced indebtedness is not currently rated by one of Standard & Poor's or Moody, such Third Party's long-term unsecured non-credit enhanced indebtedness, as of the date of such assignment, must have either a Standard & Poor's credit rating of at least BBB- or a Moody's Investors Service, Inc. credit rating of at least Baa3); (ii) the filing or receipt, as applicable, of any necessary governmental filings, consents or other approvals; (iii) the determination by counsel for the Corporation that the assignment of the rights, title or interests in, or obligations under, this Agreement to such Third Party would not cause a termination, default, loss or payment obligation under any security issued, or agreement entered into, by the Corporation prior to such transfer; and (iv) such Third Party executing a counterpart of this Agreement, and both such Third Party and the Sponsoring Company which is assigning its rights, title and interests in, and obligations under, this Agreement executing such other documents as may be reasonably requested by the Corporation (including, without limitation, an assignment agreement in form and substance acceptable to the Corporation in its reasonable discretion and containing the agreement by such Sponsoring Company to reimburse the Corporation and the other Sponsoring Companies for any fees or expenses required under any security issued, or agreement entered into, by the Corporation as a result of such assignment, including without limitation any consent fee or additional financing costs to the Corporation under the Corporation's then-existing securities or agreements resulting from such assignment). In the event that the Sponsoring Company and a Third Party have not entered into a definitive agreement to assign the interests specified in the Offer Notice to such Third Party within the later of one-hundred and eighty (180) days after the expiration of the Election Period or the deemed withdrawal of a conditional election by a Sponsoring Company under Section 9.183(b) hereof (if applicable) for any reason or if either the price to be paid by such Third Party would be less than 92.5% of the purchase price specified in the Offer Notice or the other material terms of such assignment would be more favorable to such Third Party than the terms specified in the Offer Notice, then the restrictions provided for herein shall again be effective, and no assignment of any rights, title and interests in, and obligations under this Agreement may be made thereafter without again offering the same to Sponsoring Companies in accordance with this Section 9.183.

ARTICLE 10

REPRESENTATIONS AND WARRANTIES

10.01. *Representations and Warranties.* Each Sponsoring Company hereby represents and warrants for itself, on and as of the date of this Agreement, as follows:

(a) it is duly organized, validly existing and in good standing under the laws of its state of organization, with full corporate power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder;

(b) it has duly authorized, executed and delivered this Agreement, and upon the execution and delivery by all of the parties hereto, this Agreement will be in full force and effect, and will constitute a legal, valid and binding obligation of such Sponsoring Company, enforceable in accordance with the terms hereof, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally;

(c) Except as set forth in Schedule 10.01(c) hereto, no consents or approvals of, or filings or registrations with, any governmental authority or public regulatory authority or agency, federal state or local, or any other entity or person are required in connection with the execution, delivery and performance by it of this Agreement, except for those which have been duly obtained or made and are in full force and effect, have not been revoked, and are not the subject of a pending appeal; and

(d) the execution, delivery and performance by it of this Agreement will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under its charter or by-laws or any indenture or other material agreement or instrument to which it is a party or by which it may be bound or result in the imposition of any liens, claims or encumbrances on any of its property.

ARTICLE 11

EVENTS OF DEFAULT AND REMEDIES

11.01. *Payment Default.* If any Sponsoring Company fails to make full payment to Corporation under this Agreement when due and such failure is not remedied within ten (10) days after receipt of notice of such failure from the Corporation, then such failure shall constitute a "Payment Default" on the part of such Sponsoring Company. Upon a Payment Default, the

Corporation may suspend service to the Sponsoring Company that has caused such Payment Default for all or part of the period of continuing default (and such Sponsoring Company shall be deemed to have notified the Corporation and the other Sponsoring Companies that any Available Energy shall be available for scheduling by such other Sponsoring Companies in accordance with Section 4.032). The Corporation's right to suspend service shall not be exclusive, but shall be in addition to all remedies available to the Corporation at law or in equity. No suspension of service or termination of this Agreement shall relieve any Sponsoring Company of its obligations under this Agreement, which are absolute and unconditional.

11.02. *Performance Default.* If the Corporation or any Sponsoring Company fails to comply in any material respect with any of the material terms, conditions and covenants of this Agreement (and such failure does not constitute a Payment Default under Section 11.01), the Corporation (in the case of a default by any Sponsoring Company) and any Sponsoring Company (in the case of a default by the Corporation) shall give the defaulting party written notice of the default ("Performance Default"). To the extent that a Performance Default is not cured within thirty (30) days after receipt of notice thereof (or within such longer period of time, not to exceed sixty (60) additional days, as necessary for the defaulting party with the exercise of reasonable diligence to cure such default), then the Corporation (in the case of a default by any Sponsoring Company) and any Sponsoring Company (in the case of a default by the Corporation) shall have all of the rights and remedies provided at law and in equity, other than termination of this Agreement or any release of the obligation of the Sponsoring Companies to make payments pursuant to this Agreement, which obligation shall remain absolute and unconditional.


11.03. *Waiver.* No waiver by the Corporation or any Sponsoring Company of any one or more defaults in the performance of any provision of this Agreement shall be construed as a waiver of any other default or defaults, whether of a like kind or different nature.

11.04. *Limitation of Liability and Damages.* TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CORPORATION, NOR ANY SPONSORING COMPANY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST REVENUES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Inter-Company Power Agreement to be duly executed and delivered by their proper and duly authorized officers as of September 10, 2010.

OHIO VALLEY ELECTRIC CORPORATION

By 
Its _____

ALLEGHENY ENERGY SUPPLY COMPANY, L.L.C.

By _____
Its _____

APPALACHIAN POWER COMPANY

By _____
Its _____

BUCKEYE POWER GENERATING, LLC

By _____
Its _____

COLUMBUS SOUTHERN POWER COMPANY

By _____
Its _____

THE DAYTON POWER AND LIGHT COMPANY

By _____
Its _____

DUKE ENERGY OHIO, INC.

By _____
Its _____

FIRSTENERGY GENERATION CORP.

By _____
Its _____

INDIANA MICHIGAN POWER COMPANY

By _____
Its _____

KENTUCKY UTILITIES COMPANY

By _____
Its _____

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Inter-Company Power Agreement to be duly executed and delivered by their proper and duly authorized officers as of September 10, 2010.

OHIO VALLEY ELECTRIC CORPORATION

By _____
Its _____

ALLEGHENY ENERGY SUPPLY COMPANY, L.L.C.

By _____
Its _____

APPALACHIAN POWER COMPANY

By 
Its _____

BUCKEYE POWER GENERATING, LLC

By _____
Its _____

COLUMBUS SOUTHERN POWER COMPANY

By _____
Its _____

THE DAYTON POWER AND LIGHT COMPANY

By _____
Its _____

DUKE ENERGY OHIO, INC.

By _____
Its _____

FIRSTENERGY GENERATION CORP.

By _____
Its _____

INDIANA MICHIGAN POWER COMPANY

By _____
Its _____

KENTUCKY UTILITIES COMPANY

By _____
Its _____

Amended and Restated Inter-Company Power Agreement
S-1

030860-0015-02023-Active 12026116.4

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Inter-Company Power Agreement to be duly executed and delivered by their proper and duly authorized officers as of September 10, 2010.

OHIO VALLEY ELECTRIC CORPORATION

By _____
Its _____

ALLEGHENY ENERGY SUPPLY COMPANY, L.L.C.

By _____
Its _____

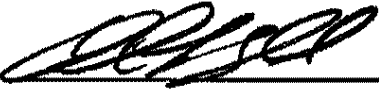
APPALACHIAN POWER COMPANY

By _____
Its _____

BUCKEYE POWER GENERATING, LLC

By _____
Its _____

COLUMBUS SOUTHERN POWER COMPANY

By 
Its _____

THE DAYTON POWER AND LIGHT COMPANY

By _____
Its _____

DUKE ENERGY OHIO, INC.

By _____
Its _____

FIRSTENERGY GENERATION CORP.

By _____
Its _____

INDIANA MICHIGAN POWER COMPANY

By _____
Its _____

KENTUCKY UTILITIES COMPANY

By _____
Its _____

Amended and Restated Inter-Company Power Agreement
S-1

030860-0015-02023-Active 12026116.4

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Inter-Company Power Agreement to be duly executed and delivered by their proper and duly authorized officers as of September 10, 2010.

OHIO VALLEY ELECTRIC CORPORATION

By _____
Its _____

ALLEGHENY ENERGY SUPPLY COMPANY, L.L.C.

By _____
Its _____

APPALACHIAN POWER COMPANY

By _____
Its _____

BUCKEYE POWER GENERATING, LLC

By _____
Its _____

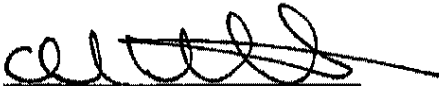
COLUMBUS SOUTHERN POWER COMPANY

By _____
Its _____

THE DAYTON POWER AND LIGHT COMPANY

By _____
Its _____

DUKE ENERGY OHIO, INC.

By 
Its TRACY PRESCOTT

FIRSTENERGY GENERATION CORP.

By _____
Its _____

INDIANA MICHIGAN POWER COMPANY

By _____
Its _____

KENTUCKY UTILITIES COMPANY

By _____
Its _____

Amended and Restated Inter-Company Power Agreement
S-1

030860-0015-02023-Active 12026116.4

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Inter-Company Power Agreement to be duly executed and delivered by their proper and duly authorized officers as of September 10, 2010.

OHIO VALLEY ELECTRIC CORPORATION

By _____
Its _____

ALLEGHENY ENERGY SUPPLY COMPANY, L.L.C.

By _____
Its _____

APPALACHIAN POWER COMPANY

By _____
Its _____

BUCKEYE POWER GENERATING, LLC

By _____
Its _____

COLUMBUS SOUTHERN POWER COMPANY

By _____
Its _____

THE DAYTON POWER AND LIGHT COMPANY

By _____
Its _____

DUKE ENERGY OHIO, INC.

By _____
Its _____

FIRSTENERGY GENERATION CORP.

By _____
Its _____

INDIANA MICHIGAN POWER COMPANY

By *Mark G. Lewis*
Its *Vice President*

KENTUCKY UTILITIES COMPANY

By _____
Its _____

Amended and Restated Inter-Company Power Agreement
S-1

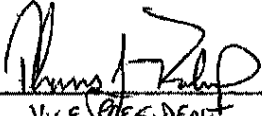
030860-0015-02025-Add'l v. 12026116.4

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Inter-Company Power Agreement to be duly executed and delivered by their proper and duly authorized officers as of September 10, 2010.

OHIO VALLEY ELECTRIC CORPORATION

By _____
Its _____

ALLEGHENY ENERGY SUPPLY COMPANY, L.L.C.

By 
Its VICE PRESIDENT

APPALACHIAN POWER COMPANY

By _____
Its _____

BUCKEYE POWER GENERATING, LLC

By _____
Its _____

COLUMBUS SOUTHERN POWER COMPANY

By _____
Its _____

THE DAYTON POWER AND LIGHT COMPANY

By _____
Its _____

DUKE ENERGY OHIO, INC.

By _____
Its _____

FIRSTENERGY GENERATION CORP.

By _____
Its _____

INDIANA MICHIGAN POWER COMPANY

By _____
Its _____

KENTUCKY UTILITIES COMPANY

By _____
Its _____

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Inter-Company Power Agreement to be duly executed and delivered by their proper and duly authorized officers as of September 10, 2010.

OHIO VALLEY ELECTRIC CORPORATION

By _____
Its _____

ALLEGHENY ENERGY SUPPLY COMPANY, L.L.C.

By _____
Its _____

APPALACHIAN POWER COMPANY

By _____
Its _____

BUCKEYE POWER GENERATING, LLC

By 
Its President & CEO

COLUMBUS SOUTHERN POWER COMPANY

By _____
Its _____

THE DAYTON POWER AND LIGHT COMPANY

By _____
Its _____

DUKE ENERGY OHIO, INC.

By _____
Its _____

FIRSTENERGY GENERATION CORP.

By _____
Its _____

INDIANA MICHIGAN POWER COMPANY

By _____
Its _____

KENTUCKY UTILITIES COMPANY

By _____
Its _____

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Inter-Company Power Agreement to be duly executed and delivered by their proper and duly authorized officers as of September 10, 2010.

OHIO VALLEY ELECTRIC CORPORATION

By _____
Its _____

APPALACHIAN POWER COMPANY

By _____
Its _____

COLUMBUS SOUTHERN POWER COMPANY

By _____
Its _____

DUKE ENERGY OHIO, INC.

By _____
Its _____

INDIANA MICHIGAN POWER COMPANY

By _____
Its _____

ALLEGHENY ENERGY SUPPLY COMPANY, L.L.C.

By _____
Its _____

BUCKEYE POWER GENERATING, LLC

By _____
Its _____

THE DAYTON POWER AND LIGHT COMPANY

By *Gary Stephenson*
Its EXECUTIVE VICE PRESIDENT
Gary Stephenson

FIRSTENERGY GENERATION CORP.

By _____
Its _____

KENTUCKY UTILITIES COMPANY

By _____
Its _____

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Inter-Company Power Agreement to be duly executed and delivered by their proper and duly authorized officers as of September 10, 2010.

OHIO VALLEY ELECTRIC CORPORATION

By _____
Its _____

APPALACHIAN POWER COMPANY

By _____
Its _____

COLUMBUS SOUTHERN POWER COMPANY

By _____
Its _____

DUKE ENERGY OHIO, INC.

By _____
Its _____

INDIANA MICHIGAN POWER COMPANY

By _____
Its _____

ALLEGHENY ENERGY SUPPLY COMPANY, L.L.C.

By _____
Its _____

BUCKEYE POWER GENERATING, LLC

By _____
Its _____

THE DAYTON POWER AND LIGHT COMPANY

By _____
Its _____

FIRSTENERGY GENERATION CORP.

By Mary R. Lerdahl
Its President

KENTUCKY UTILITIES COMPANY

By _____
Its _____

Amended and Restated Inter-Company Power Agreement
S-1

030860-0015-02023-Addvs.120261164

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Inter-Company Power Agreement to be duly executed and delivered by their proper and duly authorized officers as of September 10, 2010.

OHIO VALLEY ELECTRIC CORPORATION

By _____
Its _____

ALLEGHENY ENERGY SUPPLY COMPANY, L.L.C.

By _____
Its _____

APPALACHIAN POWER COMPANY

By _____
Its _____

BUCKEYE POWER GENERATING, LLC

By _____
Its _____

COLUMBUS SOUTHERN POWER COMPANY

By _____
Its _____

THE DAYTON POWER AND LIGHT COMPANY

By _____
Its _____

DUKE ENERGY OHIO, INC.

By _____
Its _____

FIRSTENERGY GENERATION CORP.

By _____
Its _____

INDIANA MICHIGAN POWER COMPANY

By _____
Its _____

KENTUCKY UTILITIES COMPANY

By *[Signature]*
Its *Sr. Vice President*

**LOUISVILLE GAS AND ELECTRIC
COMPANY**

By *John N. Taylor Jr.*
Its *VP Trans. & Generation Services*

**MONONGAHELA POWER
COMPANY**

By _____
Its _____

OHIO POWER COMPANY

By _____
Its _____

**SOUTHERN INDIANA GAS AND
ELECTRIC COMPANY**

By _____
Its _____

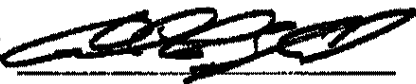
**LOUISVILLE GAS AND ELECTRIC
COMPANY**

By _____
Its _____

**MONONGAHELA POWER
COMPANY**

By _____
Its _____

OHIO POWER COMPANY

By  _____
Its _____

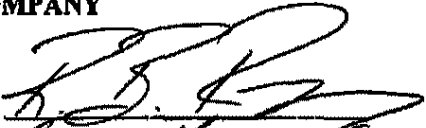
**SOUTHERN INDIANA GAS AND
ELECTRIC COMPANY**

By _____
Its _____

**LOUISVILLE GAS AND ELECTRIC
COMPANY**

By _____
Its _____

**MONONGAHELA POWER
COMPANY**

By 
Its GENERAL MANAGER, ELECTRIC SUPPLY

OHIO POWER COMPANY

By _____
Its _____

**SOUTHERN INDIANA GAS AND
ELECTRIC COMPANY**

By _____
Its _____

**LOUISVILLE GAS AND ELECTRIC
COMPANY**

By _____
Its _____

**MONONGAHELA POWER
COMPANY**

By _____
Its _____

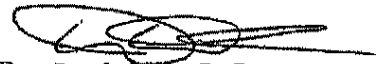
OHIO POWER COMPANY

By _____
Its _____

**SOUTHERN INDIANA GAS AND
ELECTRIC COMPANY**

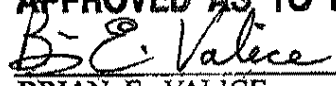
By Ronald E. Christen
Its President

PENINSULA GENERATION COOPERATIVE



By Daniel H. DeCoeur
Its President

APPROVED AS TO FORM:



BRIAN E. VALICE
ATTORNEY FOR PENINSULA
GENERATION COOPERATIVE

UTILITY SERVICES AGREEMENT FOR THIRD-PARTY VENDOR COSTS

This Utility Services Agreement for Third-Party Vendor Costs (this "Agreement") is entered into as of the 15th day of April, 2014, by and between Kentucky Utilities Company ("KU-ODP"), a public utility organized under Virginia and Kentucky law and doing business in Virginia as "Old Dominion Power Company"; LG&E and KU Energy LLC ("LKE"), a Kentucky limited liability company; LG&E and KU Services Company ("LK Services"), a Kentucky corporation; PPL Corporation ("PPL"), a Pennsylvania corporation; PPL Services Corporation ("PPL Services"), a Delaware corporation; and PPL Energy Supply, LLC ("PPL Energy"), a Delaware limited liability company.

WHEREAS, KU-ODP is a direct subsidiary of LKE;

WHEREAS, KU-ODP is an indirect subsidiary of PPL;

WHEREAS, PPL Services has been formed for the purpose of providing administrative, management, and other services on its own behalf and to those entities controlled by, controlling, or under common control with it (collectively, "Affiliates");

WHEREAS, KU-ODP desires an arrangement whereby LKE, PPL, PPL Services, or PPL Energy may, from time to time and at the option of KU-ODP and other Affiliates, make certain purchases with third-party vendors;

WHEREAS, PPL's involvement in this Agreement shall be limited to transactions that involve procuring membership in and paying membership dues to the Edison Electric Institute ("EEI"), procuring outside legal representation and paying the fees due to outside legal counsel, and procuring certain software and software licenses and paying the fees for this software;

WHEREAS, PPL Energy's involvement in this Agreement shall be limited to transactions that involve procuring letters of credit for KU-ODP;

WHEREAS, KU-ODP and LK Services desire an arrangement whereby LK Services may act as payment and billing agent for KU-ODP;

WHEREAS, such purchases may result in cost savings or are otherwise administratively necessary and are in the public interest and the interest of KU-ODP; and

WHEREAS, LKE, PPL, PPL Services, PPL Energy, LK Services, and KU-ODP are "affiliated interests" within the meaning of Chapter 4 of Title 56 of the Code of Virginia, thereby necessitating approval from the Virginia State Corporation Commission for contracts or arrangements for furnishing services.

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

1. GOODS AND SERVICES. LKE and PPL Services will procure certain goods and services needed by KU-ODP from third-party vendors. These goods and services will be similar to those supplied to other Affiliates. PPL may procure membership in EEI, outside legal representation, and software or software licenses on behalf of KU-ODP and other Affiliates. Such goods and services will be provided to KU-ODP only at the request of KU-ODP. LKE, PPL, and PPL Services will invoice KU-ODP or its payment and billing agent, LK Services, at cost, for KU-ODP's portion of the costs of purchases of goods and services from third-party vendors.

2. PERSONNEL. LKE, PPL, PPL Services, and PPL Energy will procure such goods and services from third-party vendors, experts, consultants, and attorneys by utilizing the services of LKE's, PPL's, PPL Services', and PPL Energy's executives, accountants, financial advisers, technical advisers, attorneys, and other persons with the necessary qualifications.

3. LETTERS OF CREDIT. PPL Energy may procure letters of credit on behalf of KU-ODP. Such letters of credit will be procured for KU-ODP only at the request of KU-ODP. PPL Energy will invoice KU-ODP or its payment and billing agent, LK Services, at cost, for KU-ODP's portion of the costs of letters of credit from third-party vendors.

4. SOFTWARE AND INFORMATION TECHNOLOGY. LKE, PPL, and PPL Services personnel may, upon procuring goods or services related to software or information technology on KU-ODP's behalf from third parties, provide associated services that allow KU-ODP to utilize the good or service procured. Such associated services will be provided to KU-ODP only at the request of KU-ODP. LKE, PPL, and PPL Services will invoice KU-ODP or its payment and billing agent, LK Services, at cost for the associated services.

5. COMPENSATION AND ALLOCATION. As and to the extent required by law, LKE, PPL, and PPL Services will provide such goods and services at fully allocated cost. Payment and billing services provided by LK Services on behalf of KU-ODP shall be provided pursuant to the Amended and Restated Utility Services Agreement among KU-ODP, LG&E, and LK Services approved by the Commission.

6. TERMINATION AND MODIFICATION. Any party to this Agreement may terminate this Agreement by providing 60 days prior written notice of such termination to the remaining parties.

This Agreement is subject to termination or modification at any time to the extent its performance may conflict with the provisions of the Federal Power Act, as amended, or with any rule, regulation or order of the Federal Energy Regulatory Commission adopted before or after the making of this Agreement. This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

The authorization for this Agreement shall expire at the conclusion of five years beginning on the date this Agreement is given final approval by the Virginia State Corporation Commission, unless the Virginia State Corporation Commission extends its authorization.

7. BILLING AND PAYMENT. Unless otherwise agreed, payment for goods and services provided by any party to this Agreement shall be by making remittance of the amount billed or by making appropriate accounting entries on the books of KU-ODP, LKE, PPL, and PPL Services. Billing will be made on a monthly basis, with the bill to be rendered by the 25th of the month following the month the goods or services were provided, and remittance or accounting entries completed within 30 days of billing. Any amount remaining unpaid after 30 days following receipt of the bill shall bear interest thereon from the date of the bill at annual rate of A1/P1 30-day Commercial Paper. At KU-ODP's request, LK Services may act as payment and billing agent for KU-ODP. Payment and billing services include, but are not limited to, sending or receiving invoices, receiving or disbursing payment, and making appropriate accounting entries.

8. NOTICE. Where written notice is required by this Agreement, all notices, consents, certificates, or other communications hereunder shall be in writing and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

1. To KU-ODP:
One Quality Street
Lexington, Kentucky 40507
Attn: Corporate Secretary
2. To LKE:
220 West Main Street
Louisville, Kentucky 40202
Attn: Corporate Secretary
3. To PPL:
Two North Ninth Street
Allentown, Pennsylvania 18101
Attn: Assistant Treasurer
4. To PPL Services:
Two North Ninth Street
Allentown, Pennsylvania 18101
Attn: Assistant Treasurer
5. To PPL Energy:
Two North Ninth Street
Allentown, Pennsylvania 18101
Attn: Assistant Treasurer
6. To LK Services:
220 West Main Street
Louisville, Kentucky 40202
Attn: Corporate Secretary

9. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of laws provisions.

10. MODIFICATION. No amendment, change, or modification of this Agreement shall be valid, unless made in writing and signed by all parties hereto.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings, or representations with respect to this subject matter are hereby terminated and canceled in their entirety and are of no further force and effect.

12. WAIVER. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

13. ASSIGNMENT. This Agreement shall inure to the benefit and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or any parties' rights, interests, or obligations hereunder may be made without the other parties' consent, which shall not be unreasonably withheld, delayed, or conditioned.

14. SEVERABILITY. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of this 15th day of April, 2014.

Kentucky Utilities Company

By: KTWBlake
Name: Kent W. Blake
Title: Chief Financial Officer

LG&E and KU Energy LLC

By: KTWBlake
Name: Kent W. Blake
Title: Chief Financial Officer

LG&E and KU Services Company

By: KTWBlake
Name: Kent W. Blake
Title: Chief Financial Officer

PPL Corporation

By: 
Name: Russell R. Clelland
Title: Assistant Treasurer

PPL Services Corporation

By: 
Name: Russell R. Clelland
Title: Assistant Treasurer

PPL Energy Supply, LLC

By: 
Name: Russell R. Clelland
Title: Assistant Treasurer

UTILITY SERVICES AGREEMENT

This Utility Services Agreement (this “Agreement”) is entered into as of the ____ day of _____, 2011, by and between Kentucky Utilities Company (“KU/ODP”), a public utility organized under Virginia and Kentucky law and doing business in Virginia as Old Dominion Power Company, and PPL Electric Utilities Corporation (“PPL Electric”), a public utility organized under Pennsylvania law.

WHEREAS, KU/ODP is an indirect subsidiary of PPL Corporation;

WHEREAS, PPL Electric is a direct, wholly owned subsidiary of PPL Corporation;

WHEREAS, KU/ODP and PPL Electric are utility companies that provide electric service within their respective service territories;

WHEREAS, KU/ODP and PPL Electric may receive from and provide assistance to each other in the form of personnel, equipment, and services to aid in restoring and/or maintaining electric utility service when such service has been disrupted by the elements, equipment malfunctions, accidents, sabotage, or any other occurrence for which emergency assistance is deemed to be necessary or advisable (“Emergency Assistance”); and

WHEREAS, KU/ODP and PPL Electric believe that it is in the public interest and the interests of each company to provide for such an arrangement.

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

1. **GOODS AND SERVICES.** From time to time during the term of this Agreement, KU/ODP and PPL Electric may supply Emergency Assistance to one another. Such Emergency Assistance will be provided only (a) upon request, (b) when the requesting party (“Requesting Company”) believes in good faith that the transaction will benefit the Requesting Company and its native-load customers, and (c) the responding party (“Responding Company”) believes in good faith that the Emergency Assistance can be provided without material detriment to the Responding Company and its native-load customers.

2. **COMPENSATION AND ALLOCATION.**

A. The Emergency Assistance period shall commence when personnel and/or equipment expenses are initially incurred by the Responding Company in response to the Requesting Company’s needs. The Emergency Assistance period shall terminate when such employees and/or equipment have returned to the Responding Company.

B. The Requesting Company shall reimburse the Responding Company for all costs and expenses incurred by the Responding Company as a result of furnishing Emergency Assistance. The Responding Company shall furnish documentation of

expenses to the Requesting Company. Such costs and expenses shall include, but not be limited to, the following:

- (i) Employees' wages and salaries for paid time spent in the Requesting Company's service area and paid time during travel to and from such service area, plus the Responding Company's standard payable additives to cover all employee benefits and allowances for vacation, sick leave and holiday pay and social retirement benefits, all payroll taxes, workers' compensation, employer's liability insurance and other contingencies and benefits imposed by applicable law or regulation.
- (ii) Employee travel and living expenses (meals, lodging and reasonable incidentals).
- (iii) Replacement cost of materials and supplies expended or furnished.
- (iv) Repair or replacement cost of equipment damaged or lost.
- (v) Charges, at rates internally used by the Responding Company, for the use of transportation equipment and other equipment requested.
- (vi) Administrative and general costs, which are properly allocable to the Emergency Assistance, to the extent such cost are not chargeable to the foregoing subsections.

3. **TERMINATION AND MODIFICATION.** Either party to this Agreement may terminate this Agreement by providing 60 days written notice of such termination to the other party.

This Agreement is subject to termination or modification at any time to the extent its performance may conflict with any rule, regulation or order of the Federal Energy Regulatory Commission adopted before or after the making of this Agreement. This Agreement shall be subject to the approval of any state commission or other state regulatory body whose approval is, by the laws of said state, a legal prerequisite to the execution and delivery or the performance of this Agreement.

The authorization for this Agreement shall expire at the conclusion of five years beginning on the date this Agreement is given final approval by the Virginia State Corporation Commission and the Pennsylvania Public Utility Commission, whichever occurs later, unless the respective Commissions extend their authorizations.

4. **BILLING AND PAYMENT.** Payment for services provided by either party to this Agreement shall be by making remittance of the amount billed or by making appropriate accounting entries on the books of KU/ODP and PPL Electric. Billing will be made after the work is completed and all actual costs have been accumulated with remittance due within 30 days of billing. Any amount remaining unpaid after 30 days following receipt of the bill shall bear interest thereon from the date of the bill at annual rate of A1/P1 30-day Commercial Paper.

5. INDEMNIFICATION. The Requesting Company shall indemnify, hold harmless and defend the Responding Company from and against any and all liability for loss, damage, cost or expense which the Responding Company may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing Emergency Assistance and whether or not due in whole or in part to any act, omission or negligence of the Responding Company except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Responding Company. Where payments are made by the Responding Company under a workers' compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing Emergency Assistance, the Requesting Company shall reimburse the Responding Company for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Responding Company.

6. NOTICE OF INDEMNIFICATION. In the event any claim or demand is made or suit or action is filed against the Responding Company alleging liability for which the Requesting Company shall indemnify and hold harmless the Responding Company under Section 5 above, the Responding Company shall promptly notify the Requesting Company thereof, and the Requesting Company, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent. The Responding Company shall cooperate with the Requesting Company's reasonable efforts to investigate, defend and settle the claim or lawsuit.

7. NOTICE. Where written notice is required by this Agreement, all notices, consents, certificates, or other communications hereunder shall be in writing and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

A. To KU/ODP:
One Quality Street
Lexington, Kentucky 40507
Attn: John R. McCall, Secretary

B. To PPL Electric:
2 North 9th Street
Allentown, Pennsylvania 18101
Attn: Gallus F. Wukitsch III

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of laws provisions.

9. MODIFICATION. No amendment, change, or modification of this Agreement shall be valid, unless made in writing and signed by the parties hereto.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and thereto, any and all prior agreements, understandings, or representations with respect to this subject matter are hereby terminated and canceled in their entirety and are of no further force and effect.

11. WAIVER. No waiver by either party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. ASSIGNMENT. This Agreement shall inure to the benefit and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or either party's rights, interests, or obligations hereunder may be made without the other party's consent, which shall not be unreasonably withheld, delayed, or conditioned.

13. SEVERABILITY. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of this ____ day of _____, 2011.

Kentucky Utilities Company

By: _____
Name: Paul Gregory Thomas
Title: Vice President, Energy Delivery – Distribution Operations

PPL Electric Utilities Corporation

By: _____
Name: Carl L. Segneri Jr.
Title: Vice President – Distribution Operations

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Request for Information
Dated November 14, 2014**

Case No. 2014-00371

Question No. 57

Responding Witness: Edwin R. "Ed" Staton

- Q-57. Describe the utility's lobbying activities and provide a schedule showing the name, salary, and job title of each individual whose job function involves lobbying on the local, state, or national level.
- A-57. Kentucky Utilities charges expenses for lobbying activities to account 426.4, Expenditures for Certain Civic, Political and Related Activities, a "below-the-line" account not deducted in arriving at net operating income. The expenses recorded in this account, which include all expenses of External Affairs, are not included in rates and are not proposed to be included in rates.

During the test year, these amounts are projected to be \$630,782. Of this amount, \$246,724 represents approximately 51.66% of the salary and associated benefits of G.R. Siemens and D.J. Freibert whose duties include, but are not limited to, representation before governmental agencies and legislative bodies local, state and federal levels on matters directly related to the Company and the conduct of its business. These employees also provide functional representation of the Company at and participation in civic, charitable and community events, monitoring the legislative and regulatory processes, responding to inquiries by federal, state and local governmental agencies and legislative bodies and participation in industry meetings and conferences.

The remaining \$384,058 budgeted to this account is associated with administrative support and business expenses (e.g., travel and office expenses) for G.R. Siemens and D.J. Freibert.

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Request for Information
Dated November 14, 2014**

Case No. 2014-00371

Question No. 58

Responding Witness: Robert M. Conroy

Q-58. Regarding demand-side management, conservation and energy efficiency programs, provide the following:

- a. A list of all programs currently offered by the utility.
- b. The total cost incurred for these programs by the utility in each of the three most recent calendar years.
- c. The total energy and demand reductions realized through these programs in each of the three most recent calendar years.
- d. The total cost for these programs included in the proposed forecasted test period and the expected energy reductions to be realized therefrom.

A-58. All demand-side management ("DSM") program expenditures are recovered through the DSM Mechanism and are not included in the determination of the revenue requirement for base rates in this proceeding.

- a. As approved in the Commission's November 14, 2014 Order in Case No. 2014-00003, effective January 1, 2015 the demand-side management programs offered by the Companies will include:
 - Residential Conservation Program / Home Energy Performance Program
 - Residential Low Income Weatherization
 - Residential Load Management / Demand Conservation Program
 - Residential Incentives
 - Residential Refrigerator Removal
 - Smart Energy Profile
 - Commercial Audit
 - Kentucky School Board Association
 - Commercial Load Management / Demand Conservation Program
 - Customer Education & Public Information
 - Program Development & Administration
 - Advanced Metering Systems

Effective December 31, 2014, the following demand-side management programs will expire from the Companies' portfolio:

- Residential High Efficiency Lighting
- Residential HVAC Diagnostics and Tune-Ups
- Residential New Construction
- Dealer Referral Network
- Commercial HVAC Diagnostics and Tune-Ups

- b. The following table displays the demand-side management expenditures for the three most recent calendar years.

KU DSM Cost of Programs ('000)

<u>2011</u>	<u>2012</u>	<u>2013</u>
\$11,795	\$13,508	\$19,623

- c. The following table displays the demand-side management program energy reductions for the three most recent calendar years.

KU DSM Energy Reduction (MWh)

<u>2011</u>	<u>2012</u>	<u>2013</u>
24,121	56,520	118,804

- d. All demand-side management expenditures are removed from the forecasted test period in the determination of the revenue requirement for base rates. See Schedule D-2 and Schedule WPD-2 in Tab 54 of the Filing Requirements for the DSM revenues and expenses removed and Supporting Schedule B-1.1 in Tab 62 of the Filing Requirements for the rate base removed.

The energy reduction expected to be realized for KU is included in the load forecast. For the forecasted test year the expected energy reduction associated with DSM is 96,731MWh.

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Request for Information
Dated November 14, 2014**

Case No. 2014-00371

Question No. 59

**Responding Witness: Kent W. Blake / Robert M. Conroy /
Christopher M. Garrett/ Russel A. Hudson**

- Q-59. To the extent not included in other responses, provide all workpapers, calculations, and assumptions the utility used to develop its forecasted test period financial information.
- A-59. All workpapers, calculations, and assumptions used by the Company to develop the forecasted test period financial information are being provided in electronic format with formulas intact. See attachments provided in Excel format.

The attachments are
being provided in
separate files in Excel
format.

7 files