

LOUISVILLE GAS AND ELECTRIC COMPANY

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

Case No. 2014-00372

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. LG&E and KU 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 LG&E 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.

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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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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](#).

Louisville Gas & Electric - Professional Services Providers

Supplier Name	Company	Contract Number	Po Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
AGE ENGINEERING SER ICES INC	LGE	909420	914719	re 877045 / Brian Lenhart / ref cpa 909420 / Paddy's Run Pipeline survey work through 10/1/14	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	141978IN	06-Oct-2014	\$13,841.80
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	0014089IN	02-Jun-2014	\$155.10
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	0014089IN	02-Jun-2014	\$549.90
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	132911IN	02-Sep-2014	\$662.55
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	132911IN	02-Sep-2014	\$2,349.05
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291BIN	06-Mar-2014	\$2,560.97
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291BIN	06-Mar-2014	\$9,079.80
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291DIN	14-Apr-2014	\$1,258.73
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291DIN	14-Apr-2014	\$4,462.79
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291EIN	06-May-2014	\$1,605.18
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291EIN	06-May-2014	\$5,691.07
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291FIN	02-Jun-2014	\$2,456.64
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291FIN	02-Jun-2014	\$8,709.91
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291GIN	07-Jul-2014	\$2,015.02
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291GIN	07-Jul-2014	\$7,144.18
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291 IN	05-Aug-2014	\$841.90
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291 IN	05-Aug-2014	\$2,984.90
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291J4N	23-Oct-2013	\$751.85
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291J4N	23-Oct-2013	\$2,665.65
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291KIN	06-Nov-2014	\$287.65
AGE ENGINEERING SER ICES INC	LGE		847267	re 869411 / Steve Beatty / Surveying for Cane Run pipeline design - CR7 Pipeline Surveying services / Signed SSA on File	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	13291KIN	06-Nov-2014	\$1,019.85
AGE ENGINEERING SER ICES INC	LGE		873756	A SERIES OF FOUR SUR EYS OF T E TC BAP WEST EMBANKMENT AND MSE WALL-DA ID MILLAY/PAUL CUNDIFF	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	12258EIN	08-Jan-2014	\$2,705.00
AGE ENGINEERING SER ICES INC	LGE		873756	A SERIES OF FOUR SUR EYS OF T E TC BAP WEST EMBANKMENT AND MSE WALL-DA ID MILLAY/PAUL CUNDIFF	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	12258EIN	08-Jan-2014	\$1,445.00
AGE ENGINEERING SER ICES INC	LGE		901876	RE 871214 / BRIAN LEN ART / Bells Lane ROW Research & Steaking	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0014080IN	09-Apr-2014	\$5,280.00
AGE ENGINEERING SER ICES INC	LGE		902224	RE 871342 / TRACY RANKIN / Doe Run SWPPP Study - Order - Justin Rossi	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0014086IN	09-Apr-2014	\$4,845.64
AGE ENGINEERING SER ICES INC	LGE		906183	WO 6575005 / P ELPS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0014160IN	16-Jun-2014	\$8,463.75
AGE ENGINEERING SER ICES INC	LGE		914293	re 876848 / Tracy Rankin / Storm Water Pollution Prevention Plan - Penile road at the Magnolia Transmission Line	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0014289IN	15-Oct-2014	\$2,292.50
ALSTOM POWER INC	LGE	848213	871942	2 WAY MATC orine, Charles	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95085937	16-Apr-2014	(\$203.96)
ALSTOM POWER INC	LGE	848213	871942	2 WAY MATC orine, Charles	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95085937	16-Apr-2014	\$332,488.26
ALSTOM POWER INC	LGE	848213	871942	2 WAY MATC orine, Charles	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95099933	31-Jul-2014	\$694,672.43
ALSTOM POWER INC	LGE	848213	871942	2 WAY MATC orine, Charles	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95099933	31-Jul-2014	\$1,197.16
ALSTOM POWER INC	LGE	848213	895923	work order 6522858 coal no les for Mill Creek unit 2 boiler (2 way match Legler (line 1 execute necessary engineering on project & release the foundry on no les	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95088241	30-Apr-2014	\$187,160.00
ALSTOM POWER INC	LGE	848213	900970	work order 6549088 Ref. Alstom Alliance Proposal T13-05647 Rev 1(unit 1	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95800602	11-Jul-2014	\$73,996.15
ALSTOM POWER INC	LGE	848213	900970	work order 6549088 Ref. Alstom Alliance Proposal T13-05647 Rev 1(unit 1	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95800621	04-Aug-2014	\$295,984.60
ALSTOM POWER INC	LGE	848213	900972	work order 6549093 Ref. Alstom Alliance Proposal T13-05647 (unit 1	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95800620	15-Aug-2014	\$241,023.60
ALSTOM POWER INC	LGE	848213	900974	2 way match Rob Meadow for progress payment invoices - work order 6549089 Ref. Alstom Alliance Proposal T13-05680 (unit 2	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95800603	11-Jul-2014	\$72,416.00

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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
ALSTOM POWER INC	LGE	848213	900974	2 way match Rob Meadway for progress payment invoices - work order 6549089 Ref. Alstom Alliance Proposal T13-05680 (unit 2)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95800619	04-Jul-2014	\$289,664.00
ALSTOM POWER INC	LGE	848213	912812	2 WAY MATC FOR C UCK ORINE - TEC NICAL SUPPORT FOR MC4 RSFC BURNER SUPPORT	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95109198	03-Nov-2014	(\$243.69)
ALSTOM POWER INC	LGE	848213	912812	2 WAY MATC FOR C UCK ORINE - TEC NICAL SUPPORT FOR MC4 RSFC BURNER SUPPORT	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95109198	03-Nov-2014	\$55,419.15
ALSTOM POWER INC	LGE		905549	TC Alstom Dedicated Engineer - 16 Weeks	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	95094153	13-Jun-2014	\$12,550.00
ALSTOM POWER INC	LGE		905549	TC Alstom Dedicated Engineer - 16 Weeks	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	95094154	13-Jun-2014	\$12,550.00
ALSTOM POWER INC	LGE		905549	TC Alstom Dedicated Engineer - 16 Weeks	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	95097190	10-Jul-2014	\$12,550.00
ALSTOM POWER INC	LGE		905549	TC Alstom Dedicated Engineer - 16 Weeks	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	95100097	04-Aug-2014	\$12,550.00
ALSTOM POWER INC	LGE		905549	TC Alstom Dedicated Engineer - 16 Weeks	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	95102546	02-Sep-2014	\$12,550.00
ALSTOM POWER INC	LGE		905549	TC Alstom Dedicated Engineer - 16 Weeks	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	95105401	02-Oct-2014	\$12,550.00
ALSTOM POWER INC	LGE		905549	TC Alstom Dedicated Engineer - 16 Weeks	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	95109278	04-Nov-2014	(\$21,150.00)
ALSTOM POWER INC	LGE		905549	TC Alstom Dedicated Engineer - 16 Weeks	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	95109278	04-Nov-2014	\$33,700.00
AMEC EN MNT AND INFRASTRUCTURE INC	LGE		906148	Paddy's Run & Canal - Demolition Engineering - G Jones	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N12372806	15-Aug-2014	\$70,987.55
AMEC EN MNT AND INFRASTRUCTURE INC	LGE		906148	Paddy's Run & Canal - Demolition Engineering - G Jones	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N12372806	15-Aug-2014	\$47,325.00
AMEC EN MNT AND INFRASTRUCTURE INC	LGE		906148	Paddy's Run & Canal - Demolition Engineering - G Jones	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501692	18-Sep-2014	\$45,321.96
AMEC EN MNT AND INFRASTRUCTURE INC	LGE		906148	Paddy's Run & Canal - Demolition Engineering - G Jones	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501692	18-Sep-2014	\$135,674.45
AMEC EN MNT AND INFRASTRUCTURE INC	LGE		906148	Paddy's Run & Canal - Demolition Engineering - G Jones	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501692	18-Sep-2014	\$90,352.49
AMEC EN MNT AND INFRASTRUCTURE INC	LGE		906148	Paddy's Run & Canal - Demolition Engineering - G Jones	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501692	18-Sep-2014	(\$90,352.49)
AMEC EN MNT AND INFRASTRUCTURE INC	LGE		906148	Paddy's Run & Canal - Demolition Engineering - G Jones	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501692	18-Sep-2014	(\$135,674.45)
AMEC EN MNT AND INFRASTRUCTURE INC	LGE		906148	Paddy's Run & Canal - Demolition Engineering - G Jones	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501692	18-Sep-2014	\$139,913.30
AMEC EN MNT AND INFRASTRUCTURE INC	LGE		906148	Paddy's Run & Canal - Demolition Engineering - G Jones	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501692	18-Sep-2014	(\$139,913.30)
AMEC EN MNT AND INFRASTRUCTURE INC	LGE		906148	Paddy's Run & Canal - Demolition Engineering - G Jones	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501692	18-Sep-2014	\$159,337.00
AMEC EN MNT AND INFRASTRUCTURE INC	LGE		906148	Paddy's Run & Canal - Demolition Engineering - G Jones	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501692	18-Sep-2014	\$19,423.70
AMEC EN MNT AND INFRASTRUCTURE INC	LGE		906148	Paddy's Run & Canal - Demolition Engineering - G Jones	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501692	18-Sep-2014	(\$159,337.00)
AMEC EN MNT AND INFRASTRUCTURE INC	LGE		906148	Paddy's Run & Canal - Demolition Engineering - G Jones	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501760	07-Oct-2014	\$58,850.14
AMEC EN MNT AND INFRASTRUCTURE INC	LGE		906148	Paddy's Run & Canal - Demolition Engineering - G Jones	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	N21501760	07-Oct-2014	\$5,117.40
AMERICAN ENGINEERS INC	LGE	892963	900669	pay invoice 93302	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93302	31-Dec-2013	\$575.00
AMERICAN ENGINEERS INC	LGE	892963	902652	pay invoice 93582	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93582	28-Feb-2014	\$172.50
AMERICAN ENGINEERS INC	LGE	892963	905244	pay invoice 93742	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93742	31-Mar-2014	\$197.50
AMERICAN ENGINEERS INC	LGE	892963	905245	pay invoice 93743	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93743	31-Mar-2014	\$2,873.25
AMERICAN ENGINEERS INC	LGE	892963	905775	pay invoice 93857	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93857	30-Apr-2014	\$4,937.50
AMERICAN ENGINEERS INC	LGE	892963	908450	pay invoice 94039	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	94039	31-May-2014	\$656.25
AMERICAN ENGINEERS INC	LGE	892963	908524	pay invoice 94001	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	94001	31-May-2014	\$2,303.75
AMERICAN ENGINEERS INC	LGE	892963	911712	pay invoice 94333	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	94333	31-Jul-2014	\$4,393.25
AMERICAN ENGINEERS INC	LGE	892963	912763	pay invoice 93496	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93496	13-Jan-2014	\$14,107.70
AMERICAN ENGINEERS INC	LGE	898578	904265	GREEN RI ER Environmental Permitting for Terry Snow - to pay invoice and 93750	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93750	31-Mar-2014	\$6,359.90
AMERICAN ENGINEERS INC	LGE	898578	906726	GREEN RI ER Environmental Permitting for Terry Snow - to pay invoice and 93863	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	93863	30-Apr-2014	\$2,431.30
AMERICAN ENGINEERS INC	LGE	898578	909043	GREEN RI ER Environmental Permitting for Terry Snow - to pay invoice and 94052	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	94052	31-May-2014	\$356.80
AMERICAN ENGINEERS INC	LGE		905243	pay invoice 93756	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	93756	31-Mar-2014	\$1,515.80
AMERICAN ENGINEERS INC	LGE		905243	pay invoice 93756	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	93756	31-Mar-2014	\$5,374.20

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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	LGE	823567	913430	PAYMENT OF IN 1187547 BLACK & EATC	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1187547	16-Sep-2014	\$8,249.00
BLACK AND EATC CORP	LGE	823567	917088	PAYMENT OF IN 1187547 BLACK & EATC	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1190081	31-Oct-2014	\$8,249.00
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	117649	07-Mar-2014	\$59,244.47

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BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	117649	07-Mar-2014	\$55,294.77
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	117649	07-Mar-2014	\$44,473.59
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	117649	07-Mar-2014	\$88,318.30
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	117793	04-Apr-2014	\$53,957.69
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	117793	04-Apr-2014	\$50,642.31
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	117793	04-Apr-2014	\$36,229.89
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	117793	04-Apr-2014	\$80,008.10
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1179959	09-May-2014	\$68,882.82
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1179959	09-May-2014	\$70,340.03
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1179959	09-May-2014	\$60,986.64
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1179959	09-May-2014	\$97,791.19
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1181544	06-Jun-2014	\$46,873.75
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1181544	06-Jun-2014	\$45,130.64
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1181544	06-Jun-2014	\$44,315.65
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1181544	06-Jun-2014	\$77,649.58
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1183133	03-Jul-2014	\$44,441.22
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1183133	03-Jul-2014	\$44,489.09
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1183133	03-Jul-2014	\$39,756.65
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1183133	03-Jul-2014	\$71,884.89
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1185101	08-Aug-2014	\$56,540.21
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1185101	08-Aug-2014	\$58,638.36
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1185101	08-Aug-2014	\$52,846.17
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1185101	08-Aug-2014	\$97,823.47
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1186706	05-Sep-2014	\$43,471.45
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1186706	05-Sep-2014	\$41,307.56
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1186706	05-Sep-2014	\$38,171.69
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1186706	05-Sep-2014	\$67,445.90
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1188494	03-Oct-2014	\$42,494.99
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1188494	03-Oct-2014	\$38,808.54
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1188494	03-Oct-2014	\$39,606.30
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1188494	03-Oct-2014	\$56,261.64
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1190227	31-Oct-2014	\$43,360.45
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1190227	31-Oct-2014	\$39,608.36
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1190227	31-Oct-2014	\$50,621.35
BLACK AND EATC CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1190227	31-Oct-2014	\$63,921.55
BLACK AND EATC CORP	LGE		900658	TC2 Primary Air Fan - Engineering Study under LG&E MSA 863581	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	1177990	28-Mar-2014	\$7,628.64
BLACK AND EATC CORP	LGE		900658	TC2 Primary Air Fan - Engineering Study under LG&E MSA 863581	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	1179960	09-May-2014	\$4,999.46

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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	LGE	893628	887182	For Cane Run CR7 Project- Integrated Project Scheduling Services (Revised 12-17-13 and 6-10-14	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	750434	22-Jan-2014	\$12,390.11
BURNS AND MC DONNELL	LGE	893628	887182	For Cane Run CR7 Project- Integrated Project Scheduling Services (Revised 12-17-13 and 6-10-14	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	750434	22-Jan-2014	\$3,494.65
BURNS AND MC DONNELL	LGE	893628	887182	For Cane Run CR7 Project- Integrated Project Scheduling Services (Revised 12-17-13 and 6-10-14	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	750435	07-Mar-2014	\$6,695.18
BURNS AND MC DONNELL	LGE	893628	887182	For Cane Run CR7 Project- Integrated Project Scheduling Services (Revised 12-17-13 and 6-10-14	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	750435	07-Mar-2014	\$1,888.38
BURNS AND MC DONNELL	LGE	893628	887182	For Cane Run CR7 Project- Integrated Project Scheduling Services (Revised 12-17-13 and 6-10-14	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	750436	25-Aug-2014	\$29,905.99
BURNS AND MC DONNELL	LGE	893628	887182	For Cane Run CR7 Project- Integrated Project Scheduling Services (Revised 12-17-13 and 6-10-14	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	750436	25-Aug-2014	\$8,374.51
BURNS AND MC DONNELL	LGE	893628	887182	For Cane Run CR7 Project- Integrated Project Scheduling Services (Revised 12-17-13 and 6-10-14	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	750437	12-Sep-2014	\$3,188.21
BURNS AND MC DONNELL	LGE	893628	887182	For Cane Run CR7 Project- Integrated Project Scheduling Services (Revised 12-17-13 and 6-10-14	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	750437	12-Sep-2014	\$892.79
BURNS AND MC DONNELL	LGE	893628	887182	For Cane Run CR7 Project- Integrated Project Scheduling Services (Revised 12-17-13 and 6-10-14	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	750438	16-Oct-2014	\$2,058.74
BURNS AND MC DONNELL	LGE	893628	887182	For Cane Run CR7 Project- Integrated Project Scheduling Services (Revised 12-17-13 and 6-10-14	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	750438	16-Oct-2014	\$576.51
BURNS AND MC DONNELL	LGE	893628	889496	For Middletown Substation Project- Integrated Project Scheduling Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	7571222	22-Jan-2014	\$1,824.58
BURNS AND MC DONNELL	LGE	893628	889496	For Middletown Substation Project- Integrated Project Scheduling Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	757123	14-May-2014	\$34,898.11
BURNS AND MC DONNELL	LGE	893628	889496	For Middletown Substation Project- Integrated Project Scheduling Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	757124	16-Oct-2014	\$21,469.19
BURNS AND MC DONNELL	LGE	893628	896002	For Paddy's West Substation EPCM Services- 345k Breaker addition	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	768591	14-May-2014	\$3,990.37
BURNS AND MC DONNELL	LGE	893628	896002	For Paddy's West Substation EPCM Services- 345k Breaker addition	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	768592	15-Aug-2014	\$3,918.25
BURNS AND MC DONNELL	LGE	893628	896002	For Paddy's West Substation EPCM Services- 345k Breaker addition	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	768593	12-Sep-2014	\$1,482.70
BURNS AND MC DONNELL	LGE	893628	898888	For Paddy's Run Substation EPCM Services- 138k Breaker replacements	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	762592	24-Jun-2014	\$18,915.34
BURNS AND MC DONNELL	LGE	893628	898888	For Paddy's Run Substation EPCM Services- 138k Breaker replacements	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	762592	24-Jun-2014	\$18,915.34
BURNS AND MC DONNELL	LGE	893628	898888	For Paddy's Run Substation EPCM Services- 138k Breaker replacements	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	762593	15-Aug-2014	\$3,163.00
BURNS AND MC DONNELL	LGE	893628	898888	For Paddy's Run Substation EPCM Services- 138k Breaker replacements	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	762593	15-Aug-2014	\$3,163.00
BURNS AND MC DONNELL	LGE	893628	898918	For Paddy's Run Substation EPCM Services- 138k Bus Reconductoring	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	762591	19-Jun-2014	\$69,285.20
BURNS AND MC DONNELL	LGE	893628	898918	For Paddy's Run Substation EPCM Services- 138k Bus Reconductoring	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	762591	19-Jun-2014	\$69,285.19
BURNS AND MC DONNELL	LGE	893628	906886	For Paddy's Run Substation EPCM Services- 69k TR3-A Bus Disconnect Replacemant	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	762594	12-Sep-2014	\$1,728.50
BURNS AND MC DONNELL	LGE	893628	906886	For Paddy's Run Substation EPCM Services- 69k TR3-A Bus Disconnect Replacemant	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	762595	10-Oct-2014	\$2,673.75
BURNS AND MC DONNELL	LGE		889491	For Ken ig Road Substation Project- Integrated Project Scheduling Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	757082	22-Jan-2014	\$1,781.21
BURNS AND MC DONNELL	LGE		889491	For Ken ig Road Substation Project- Integrated Project Scheduling Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	757083	16-May-2014	\$23,553.76
BURNS AND MC DONNELL	LGE		889491	For Ken ig Road Substation Project- Integrated Project Scheduling Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	757085	15-Aug-2014	\$20,845.64
BURNS AND MC DONNELL	LGE		889491	For Ken ig Road Substation Project- Integrated Project Scheduling Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	757086	12-Sep-2014	\$5,785.67
BURNS AND MC DONNELL	LGE		889491	For Ken ig Road Substation Project- Integrated Project Scheduling Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	757087	16-Oct-2014	\$4,676.25
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	\$11,647.30
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	LKS		83932	105566\John Pulliam\Geo-tech exploration services for evaluation of a self supporting communications 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

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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
CFW ASSOCIATED ENGINEERS INC	LGE	916241	917707	MC GSU Transformer containment design - T. Koller	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45922001	10-Nov-2014	\$1,832.00
CFW ASSOCIATED ENGINEERS INC	LGE		894880	re 868210 / Austin Carter / C. Williams - 12-4-13 - CFW Associated Engineers Proposals 13-199 Rev 1, 13-199A Rev 1 - SPCC Services at Mill Creek	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45915001	11-Feb-2014	\$1,705.60
CFW ASSOCIATED ENGINEERS INC	LGE		894880	re 868210 / Austin Carter / C. Williams - 12-4-13 - CFW Associated Engineers Proposals 13-199 Rev 1, 13-199A Rev 1 - SPCC Services at Mill Creek	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45915002	22-Feb-2014	\$1,385.80
CFW ASSOCIATED ENGINEERS INC	LGE		894880	re 868210 / Austin Carter / C. Williams - 12-4-13 - CFW Associated Engineers Proposals 13-199 Rev 1, 13-199A Rev 1 - SPCC Services at Mill Creek	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45915003	18-Apr-2014	\$1,225.90
CFW ASSOCIATED ENGINEERS INC	LGE		894880	re 868210 / Austin Carter / C. Williams - 12-4-13 - CFW Associated Engineers Proposals 13-199 Rev 1, 13-199A Rev 1 - SPCC Services at Mill Creek	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45915004	22-Jul-2014	\$1,012.70
CFW ASSOCIATED ENGINEERS INC	LGE		894880	re 868210 / Austin Carter / C. Williams - 12-4-13 - CFW Associated Engineers Proposals 13-199 Rev 1, 13-199A Rev 1 - SPCC Services at Mill Creek	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45921001	18-Aug-2014	\$2,611.70
CFW ASSOCIATED ENGINEERS INC	LGE		894880	re 868210 / Austin Carter / C. Williams - 12-4-13 - CFW Associated Engineers Proposals 13-199 Rev 1, 13-199A Rev 1 - SPCC Services at Mill Creek	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45921001	18-Aug-2014	\$653.30
CFW ASSOCIATED ENGINEERS INC	LGE		894880	re 868210 / Austin Carter / C. Williams - 12-4-13 - CFW Associated Engineers Proposals 13-199 Rev 1, 13-199A Rev 1 - SPCC Services at Mill Creek	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45921002	11-Sep-2014	\$3,265.00
CFW ASSOCIATED ENGINEERS INC	LGE		901263	RE 870989 / ANT ONY DURBIN / SPCC design for spare transformer at Paddys Run.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45917001	01-Feb-2014	\$1,700.90
CFW ASSOCIATED ENGINEERS INC	LGE		902543	RE 871451 / ROBIN C ACKO / CFW to certify that the foundations and containments are sufficient for replacement with two (2) larger transformers at Ford Substation. Phase 1 & 2 Refer 14-064 Rev 1.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45918001	16-May-2014	\$1,950.40
CFW ASSOCIATED ENGINEERS INC	LGE		902543	RE 871451 / ROBIN C ACKO / CFW to certify that the foundations and containments are sufficient for replacement with two (2) larger transformers at Ford Substation. Phase 1 & 2 Refer 14-064 Rev 1.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45918002	18-Jun-2014	\$4,144.60
CFW ASSOCIATED ENGINEERS INC	LGE		903907	re 871966 / Tony Durbin / SPCC design work for spare transformer at Paddys Run substation.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45917002	18-Apr-2014	\$1,131.00
CFW ASSOCIATED ENGINEERS INC	LGE		915068	re 877199 / Fabian Lipp / Engineering Services for Drainage Improvement at SSC - CFW Invoice 459-13-003	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45913003	11-Sep-2014	\$1,459.80
CLAPP RESEARC 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 RESEARC 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 RESEARC 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 RESEARC 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
DA IES 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 ealth 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 ealth 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	LGE		902938	EMERSON SURESER ICE MAINT_DCS--TC1.TC2, CT'S, S ARED SER ICES--RICK BOONE & LARRY BYRD	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	9048436	15-Apr-2014	\$27,359.75
EN ENGINEERING LLC	LGE	902418	905515	re 872751 / Tracy Rankin / ref cpa 902418 / EnEngineering - IN .0046121 - Payment - Eric Benge	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0046121	06-May-2014	\$24,882.77
EN ENGINEERING LLC	LGE	902418	906387	RE 873180 / TRACY RANKIN / CPA 902418 / EnEngineering - IN .0045400 - Payment - Eric Benge	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0045400	08-Apr-2014	\$12,193.70
EN ENGINEERING LLC	LGE	902418	907627	re 873800 / Tracy Rankin / ref cpa 902418 / Plant 1 Engineering - Inv. 47138	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0047138	10-Jun-2014	\$31,423.93
EN ENGINEERING LLC	LGE	902418	909443	re 874618 / Tracy Rankin / ref cpa 902418 / EnEngineering - IN 0048003 - Payment - Eric Benge	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0048003	08-Jul-2014	\$22,160.51
EN ENGINEERING LLC	LGE	902418	911369	re 875540 / Tracy Rankin / ref cpa 902418 / EnEngineering - Muldraug Purifier - IN 0049230 - Payment - Eric Benge	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	14313100	05-Aug-2014	\$34,207.26

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EN ENGINEERING LLC	LGE	902418	913226	re 876354 / Tracy Rankin / ref cpa 902418 / Plant 1 Engineering - IN 0049731 - Payment - Eric Bengler	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0049731	10-Sep-2014	\$67,666.80
EN ENGINEERING LLC	LGE	909421	911844	RE 875689	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0049110	05-Aug-2014	\$9,221.97
EN ENGINEERING LLC	LGE	909421	913433	PROJECT 143864-PADDY'S RUN PIPELINE	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0049753	10-Sep-2014	\$25,971.51
EN ENGINEERING LLC	LGE	909421	914943	RE 877141 / BRIAN LEN ART / CPA 909421 / Paddy's Run Pipeline engineering services 830 - 9/26	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0051016	08-Oct-2014	\$10,345.87
EN ENGINEERING LLC	LGE	898893	898893	133157.00Directional Drill Profile for Bells Lane Railroad	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0047356	10-Jun-2014	(\$350.50)
EN ENGINEERING LLC	LGE	898893	898893	133157.00Directional Drill Profile for Bells Lane Railroad	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0047356	10-Jun-2014	\$346.50
EN ENGINEERING LLC	LGE	898893	898893	133157.00Directional Drill Profile for Bells Lane Railroad	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0047356	10-Jun-2014	\$350.50
EN ENGINEERING LLC	LGE	900187	900187	RE 870555 / C RIS FITZGERALD / EN Engineering - Paddys Run Winter Operation Feasibility Study	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0045399	08-Apr-2014	\$29,294.16
EN ENGINEERING LLC	LGE	900187	900187	RE 870555 / C RIS FITZGERALD / EN Engineering - Paddys Run Winter Operation Feasibility Study	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0046120	06-May-2014	\$488.15
EN ENGINEERING LLC	LGE	900187	900187	RE 870555 / C RIS FITZGERALD / EN Engineering - Paddys Run Winter Operation Feasibility Study	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0047137	10-Jun-2014	\$174.50
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	899855	re 870396 / Rashel ughes / ref cpa 897102 / Pay Invoice: 45471 (Jan. 16 to Jan. 31, 2014 / Services for Cane Run 7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45471	14-Feb-2014	\$3,116.22
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	899855	re 870396 / Rashel ughes / ref cpa 897102 / Pay Invoice: 45471 (Jan. 16 to Jan. 31, 2014 / Services for Cane Run 7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45471	14-Feb-2014	\$11,048.42
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	900188	RE 870550 / UG ES / EMS- CPA: 897102/ Pay Invoice: 45575 (Feb. 01-15, 2014 / Services for Cane Run 7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45575	26-Feb-2014	(\$3,815.57)
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	900188	RE 870550 / UG ES / EMS- CPA: 897102/ Pay Invoice: 45575 (Feb. 01-15, 2014 / Services for Cane Run 7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45575	26-Feb-2014	\$3,815.57
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	900188	RE 870550 / UG ES / EMS- CPA: 897102/ Pay Invoice: 45575 (Feb. 01-15, 2014 / Services for Cane Run 7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45575	26-Feb-2014	(\$13,527.95)
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	900188	RE 870550 / UG ES / EMS- CPA: 897102/ Pay Invoice: 45575 (Feb. 01-15, 2014 / Services for Cane Run 7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45575	26-Feb-2014	\$13,527.95
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	900188	RE 870550 / UG ES / EMS- CPA: 897102/ Pay Invoice: 45575 (Feb. 01-15, 2014 / Services for Cane Run 7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45575A	26-Feb-2014	\$3,815.57
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	900188	RE 870550 / UG ES / EMS- CPA: 897102/ Pay Invoice: 45575 (Feb. 01-15, 2014 / Services for Cane Run 7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45575A	26-Feb-2014	\$13,527.95
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	901792	RE 871198 / RAS EL UG ES / CPA 897102 / Pay Invoice: 45735 (Feb. 16 to Feb. 28, 2014 / Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45735	17-Mar-2014	\$3,172.42
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	901792	RE 871198 / RAS EL UG ES / CPA 897102 / Pay Invoice: 45735 (Feb. 16 to Feb. 28, 2014 / Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45735	17-Mar-2014	\$11,247.66
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	903569	RE 871862 / RAS EL UG ES / EMS- CPA: 897102/ Pay Invoice: 45959 (Mar. 01 to Mar. 15, 2014 / Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45959	27-Mar-2014	\$3,538.17
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	903569	RE 871862 / RAS EL UG ES / EMS- CPA: 897102/ Pay Invoice: 45959 (Mar. 01 to Mar. 15, 2014 / Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45959	27-Mar-2014	\$12,544.43
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	904319	re 872145 / Rashel ughes / ref cpa 897102 / EMS- CPA: 897102/ Pay Invoice: 46093 (3/16 to 3/31/14 / Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	46093	15-Apr-2014	\$3,759.56
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	904319	re 872145 / Rashel ughes / ref cpa 897102 / EMS- CPA: 897102/ Pay Invoice: 46093 (3/16 to 3/31/14 / Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	46093	15-Apr-2014	\$13,329.36
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	905984	RE 872885 / RAS EL UG ES / EMS- CPA: 897102/ Pay Invoice: 46255 (April 2014 / Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	46255	02-May-2014	\$16,506.84
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	906428	re 873195 / Rashel ughes / ref cpa 879102 / Invoice: 46381 (April 2014 / Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	46381	19-May-2014	\$3,794.66
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	906428	re 873195 / Rashel ughes / ref cpa 879102 / Invoice: 46381 (April 2014 / Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	46381	19-May-2014	\$13,453.78
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	907307	RE 873657 / RAS EL UG ES / CPA 897102 / EMS- CPA: 897102/ Pay Invoice: 46700 (May 2014 / Services for CR7 Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	46700	09-Jun-2014	\$3,568.47
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	907307	RE 873657 / RAS EL UG ES / CPA 897102 / EMS- CPA: 897102/ Pay Invoice: 46700 (May 2014 / Services for CR7 Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	46700	09-Jun-2014	\$12,651.85
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	907968	re 873986 / Rashel ughes / ref cpa 897102 / Pay Invoice: 46780 (May 16- 31, 2014 / Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	46780	16-Jun-2014	\$4,248.94
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	907968	re 873986 / Rashel ughes / ref cpa 897102 / Pay Invoice: 46780 (May 16- 31, 2014 / Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	46780	16-Jun-2014	\$15,064.42
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	908810	re 874320 / Rashel ughes / ref cpa 897102 / Pay Invoice: 47137 (6/1 to 6/15/14 Services for CR7 Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	47137	08-Jul-2014	\$3,653.12
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	908810	re 874320 / Rashel ughes / ref cpa 897102 / Pay Invoice: 47137 (6/1 to 6/15/14 Services for CR7 Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	47137	08-Jul-2014	\$12,951.96
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	910349	RE 875081 / RAS EL UG ES / CPA 897102 / EMS- CPA: 897102/ Pay Invoice: 47383 (June 16-30, 2014 / Services for CR7 Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	47383	16-Jun-2014	\$2,044.10

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ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	910349	RE 875081 / RAS EL UG ES / CPA 897102 / EMS- CPA: 897102/ Pay Invoice: 47383 (June 16-30, 2014 / Services for CR7 Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	47383	16-Jun-2014	\$7,247.26
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	913873	re 876615 / Rashel ughes / EMS- CPA: 897102/ Pay Invoices: 48226 & 47851/ Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	47851	05-Aug-2014	\$1,902.71
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	913873	re 876615 / Rashel ughes / EMS- CPA: 897102/ Pay Invoices: 48226 & 47851/ Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	47851	05-Aug-2014	\$6,745.97
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	913873	re 876615 / Rashel ughes / EMS- CPA: 897102/ Pay Invoices: 48226 & 47851/ Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	48226	19-Sep-2014	\$2,279.65
ENERGY MANAGEMENT AND SERVICES CO	LGE	897102	913873	re 876615 / Rashel ughes / EMS- CPA: 897102/ Pay Invoices: 48226 & 47851/ Services for CR7	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	48226	19-Sep-2014	\$8,082.39
ENERGY MANAGEMENT AND SERVICES CO	LGE	900413	912693	re 876049 / Sheila Painter / ref cpa 900413 / Energy Management Services- CPA: 900413 / Pay Invoice: Invoice 47863 (Gas Inspections July 1 - 15, 2014 / Services for Contract Construction	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	47863	05-Aug-2014	\$9,133.08
ENERGY MANAGEMENT AND SERVICES CO	LGE	900413	912693	re 876049 / Sheila Painter / ref cpa 900413 / Energy Management Services- CPA: 900413 / Pay Invoice: Invoice 47863 (Gas Inspections July 1 - 15, 2014 / Services for Contract Construction	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	47863	05-Aug-2014	\$18,344.78
ENERGY MANAGEMENT AND SERVICES CO	LGE	905089	909375	RE 874577 / BRIAN LEN ART / Route Feasibility Study for East End - Energy Management Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	14540	20-Jun-2014	\$418.75
ENERGY MANAGEMENT AND SERVICES CO	LGE	905089	909375	RE 874577 / BRIAN LEN ART / Route Feasibility Study for East End - Energy Management Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	14637	11-Jul-2014	\$1,222.50
ENERGY MANAGEMENT AND SERVICES CO	LGE	905133	909374	RE 874579 / BRIAN LEN ART / Mt. Washington Route Feasibility Study/Energy Management Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	14544	20-Jun-2014	\$2,108.75
ENERGY MANAGEMENT AND SERVICES CO	LGE	905133	909374	RE 874579 / BRIAN LEN ART / Mt. Washington Route Feasibility Study/Energy Management Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	14636	11-Jul-2014	\$7,522.50
ENERGY MANAGEMENT AND SERVICES CO	LGE		899763	re 870353 / Libbie Robinson / DA E ARMELING 502-379-1804	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	14058	18-Mar-2014	\$1,201.75
ENERGY MANAGEMENT AND SERVICES CO	LGE		899763	re 870353 / Libbie Robinson / DA E ARMELING 502-379-1804	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	14058	18-Mar-2014	\$1,201.75
ENERGY MANAGEMENT AND SERVICES CO	LGE		899763	re 870353 / Libbie Robinson / DA E ARMELING 502-379-1804	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	14137	07-Apr-2014	\$357.00
ENERGY MANAGEMENT AND SERVICES CO	LGE		899763	re 870353 / Libbie Robinson / DA E ARMELING 502-379-1804	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	14137	07-Apr-2014	\$357.00
ENERGY MANAGEMENT AND SERVICES CO	LGE		901266	RE 870929 / NATOS IA STEGNER / SIGNED SSA ON FILE / LGE Ballardsville Line Piggability Project - Proposal 5898 - GSA dated 1/14/11 Per Bill Norton	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	14235	18-Apr-2014	\$29,023.70
ENERGY MANAGEMENT AND SERVICES CO	LGE		901266	RE 870929 / NATOS IA STEGNER / SIGNED SSA ON FILE / LGE Ballardsville Line Piggability Project - Proposal 5898 - GSA dated 1/14/11 Per Bill Norton	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	14305	12-May-2014	\$30,450.25
ENERGY MANAGEMENT AND SERVICES CO	LGE		901266	RE 870929 / NATOS IA STEGNER / SIGNED SSA ON FILE / LGE Ballardsville Line Piggability Project - Proposal 5898 - GSA dated 1/14/11 Per Bill Norton	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	14306	12-May-2014	\$2,172.25
ENERGY MANAGEMENT AND SERVICES CO	LGE		901266	RE 870929 / NATOS IA STEGNER / SIGNED SSA ON FILE / LGE Ballardsville Line Piggability Project - Proposal 5898 - GSA dated 1/14/11 Per Bill Norton	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	14307	12-May-2014	\$2,226.00
ENERGY MANAGEMENT AND SERVICES CO	LGE		901266	RE 870929 / NATOS IA STEGNER / SIGNED SSA ON FILE / LGE Ballardsville Line Piggability Project - Proposal 5898 - GSA dated 1/14/11 Per Bill Norton	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	14308	12-May-2014	\$5,802.25
ENERGY MANAGEMENT AND SERVICES CO	LGE		901266	RE 870929 / NATOS IA STEGNER / SIGNED SSA ON FILE / LGE Ballardsville Line Piggability Project - Proposal 5898 - GSA dated 1/14/11 Per Bill Norton	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	14454	12-Jun-2014	\$1,021.75
ENERGY MANAGEMENT AND SERVICES CO	LGE		901266	RE 870929 / NATOS IA STEGNER / SIGNED SSA ON FILE / LGE Ballardsville Line Piggability Project - Proposal 5898 - GSA dated 1/14/11 Per Bill Norton	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	14455	12-Jun-2014	\$139.60
ENERGY MANAGEMENT AND SERVICES CO	LGE		901266	RE 870929 / NATOS IA STEGNER / SIGNED SSA ON FILE / LGE Ballardsville Line Piggability Project - Proposal 5898 - GSA dated 1/14/11 Per Bill Norton	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	14456	12-Jun-2014	\$1,818.50
ENERGY MANAGEMENT AND SERVICES CO	LGE		905737	RE 872808 / BRIAN LEN ART / Feasibility Study for Cane Run - Paddy's Run Connector	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	14543	20-Jun-2014	\$1,837.50
ENERGY MANAGEMENT AND SERVICES CO	LGE		905737	RE 872808 / BRIAN LEN ART / Feasibility Study for Cane Run - Paddy's Run Connector	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	14635	11-Jul-2014	\$8,057.50
ENSITE USA INC	LGE	914063	914142	re 876752 / Brian Lenhart / East End Feasibility Study services 7/16 - 8/31 / ref cpa 914063	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	14873	12-Sep-2014	\$3,198.00
ENSITE USA INC	LGE	914064	914718	re 877042 / Rashel ughes / ref cpa 914064 / EnSite USA- CPA: 914064/ Pay Invoice: 14874 (July & August 2014 / Services for Mt. Wash/Leb Junction Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	14874	12-Sep-2014	\$8,075.29
ENSITE USA INC	LGE	914066	914097	re 876735 / Rashel ughes / ref cpa 914066 / EnSite USA- CPA: 914066/ Pay Invoice: 48870 (8/16 to 8/31/14 / Services for CR7 Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	48870	16-Sep-2014	\$1,343.02
ENSITE USA INC	LGE	914066	914097	re 876735 / Rashel ughes / ref cpa 914066 / EnSite USA- CPA: 914066/ Pay Invoice: 48870 (8/16 to 8/31/14 / Services for CR7 Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	48870	16-Sep-2014	\$4,761.62

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ENSITE USA INC	LGE	914066	914098	re 876737 / Rashel ughes / ref cpa 914066 / EnSite USA-CPA: 914066/ Pay Invoice: 48350 (8/1 to 8/15/14 / Services for CR7 Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	48350	04-Sep-2014	\$1,923.35
ENSITE USA INC	LGE	914066	914098	re 876737 / Rashel ughes / ref cpa 914066 / EnSite USA-CPA: 914066/ Pay Invoice: 48350 (8/1 to 8/15/14 / Services for CR7 Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	48350	04-Sep-2014	\$6,819.13
ENSITE USA INC	LGE	914066	915151	re 877209 / Rashel ughes / ref cpa 914066 / Pay Invoice: 48947 (9/1 to 9/15/14 / Services for CR7 Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	48947	25-Sep-2014	\$1,045.02
ENSITE USA INC	LGE	914066	915151	re 877209 / Rashel ughes / ref cpa 914066 / Pay Invoice: 48947 (9/1 to 9/15/14 / Services for CR7 Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	48947	25-Sep-2014	\$3,705.08
ENSITE USA INC	LGE	914066	916151	RE 877593 / RAS EL UG ES / CPA 914066 / EnSite-CPA: 914066/ Pay Invoice: 49518 (9/16 to 9/24/14 / Services for CR7 Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	49518	13-Oct-2014	\$904.08
ENSITE USA INC	LGE	914066	916151	RE 877593 / RAS EL UG ES / CPA 914066 / EnSite-CPA: 914066/ Pay Invoice: 49518 (9/16 to 9/24/14 / Services for CR7 Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	49518	13-Oct-2014	\$3,205.36
ENSITE USA INC	LGE		914061	RE 872808 / BRIAN LEN ART / Feasibility Study for Cane Run - Paddy's Run Connector	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	14878	12-Sep-2014	\$6,365.90
EPRI	LKS	81503	84555	RE 106069 ICTORIA OWENS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	90006270	14-Apr-2014	\$24,750.00
EPRI	LKS	81503	84555	RE 106069 ICTORIA 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
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

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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
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
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 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
GEI CONSULTANTS	LGE	899058	907224	PAYMENT OF IN OICE 59444 GEI CONSULTANTS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	59444	05-Jun-2014	\$129.59
GEI CONSULTANTS	LGE	899058	908770	PAYMENT OF IN OICE 59646 GEI CONSULTANTS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	59646	03-Jul-2014	\$453.56
GEI CONSULTANTS	LGE	899058	910377	PAYMENT OF IN OICE 59847 GEI CONSULTANTS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	59847	30-Jul-2014	\$1,684.67
GEI CONSULTANTS	LGE	899058	912700	PAYMENT OF IN OICE 60031 GEI CONSULTANTS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	60031	05-Sep-2014	\$5,906.43
GEI CONSULTANTS	LGE	899058	914984	PAYMENT OF IN OICE 60216 GEI CONSULTANTS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	60216	02-Oct-2014	\$4,971.27
GEI CONSULTANTS	LGE	899058	917423	PAYMENT OF IN OICE 60386 GEI CONSULTANTS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	60386	06-Nov-2014	\$12,354.48
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	LGE	885768	885775	CANE RUN 2018 NGCC Owners Engineer Services - Noel Lively (CPA 885768 Originally set up under DR Michigan CPA 881146 and 546322	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00407944	25-Feb-2014	\$28,766.43
DR ENGINEERING INC	LGE	885768	885775	CANE RUN 2018 NGCC Owners Engineer Services - Noel Lively (CPA 885768 Originally set up under DR Michigan CPA 881146 and 546322	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00407944	25-Feb-2014	\$43,149.64
DR ENGINEERING INC	LGE	885768	885775	CANE RUN 2018 NGCC Owners Engineer Services - Noel Lively (CPA 885768 Originally set up under DR Michigan CPA 881146 and 546322	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00410242	01-Apr-2014	\$27,222.99
DR ENGINEERING INC	LGE	885768	885775	CANE RUN 2018 NGCC Owners Engineer Services - Noel Lively (CPA 885768 Originally set up under DR Michigan CPA 881146 and 546322	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00410242	01-Apr-2014	\$40,834.48

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DR ENGINEERING INC	LGE	885768	885775	CANE RUN 2018 NGCC Owners Engineer Services - Noel Lively (CPA 885768 Originally set up under DR Michigan CPA 881146 and 546322	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00411927	06-May-2014	\$18,692.47
DR ENGINEERING INC	LGE	885768	885775	CANE RUN 2018 NGCC Owners Engineer Services - Noel Lively (CPA 885768 Originally set up under DR Michigan CPA 881146 and 546322	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00411927	06-May-2014	\$28,038.71
DR ENGINEERING INC	LGE	885768	885775	CANE RUN 2018 NGCC Owners Engineer Services - Noel Lively (CPA 885768 Originally set up under DR Michigan CPA 881146 and 546322	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00414548	03-Jun-2014	\$5,634.08
DR ENGINEERING INC	LGE	885768	885775	CANE RUN 2018 NGCC Owners Engineer Services - Noel Lively (CPA 885768 Originally set up under DR Michigan CPA 881146 and 546322	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00414548	03-Jun-2014	\$8,451.13
DR ENGINEERING INC	LGE	893646	893989	For EPCM Services Work at the Ken ig Road Sub- isuali ation development and engineering support	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00405800	26-Feb-2014	\$28,446.18
DR ENGINEERING INC	LGE	893646	893989	For EPCM Services Work at the Ken ig Road Sub- isuali ation development and engineering support	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00405800	26-Feb-2014	\$25,833.63
DR ENGINEERING INC	LGE	893646	893989	For EPCM Services Work at the Ken ig Road Sub- isuali ation development and engineering support	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00412468	16-May-2014	\$3,458.04
DR ENGINEERING INC	LGE	893646	893989	For EPCM Services Work at the Ken ig Road Sub- isuali ation development and engineering support	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00412468	16-May-2014	\$3,140.45
DR ENGINEERING INC	LGE	893646	893989	For EPCM Services Work at the Ken ig Road Sub- isuali ation development and engineering support	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00414913	13-Jun-2014	\$2,580.49
DR ENGINEERING INC	LGE	893646	893989	For EPCM Services Work at the Ken ig Road Sub- isuali ation development and engineering support	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00414913	13-Jun-2014	\$2,343.50
DR ENGINEERING INC	LGE	893646	893989	For EPCM Services Work at the Ken ig Road Sub- isuali ation development and engineering support	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00417787	17-Jul-2014	\$393.80
DR ENGINEERING INC	LGE	893646	893989	For EPCM Services Work at the Ken ig Road Sub- isuali ation development and engineering support	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00417787	17-Jul-2014	\$357.64
DR ENGINEERING INC	LGE	893646	900069	870468\Austin Carter\Ref CPA 893646\invoice 00135409-B - Ken ig Road Services\invoice 00406578- - Ken ig Road Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00135409B	10-Feb-2014	\$11,324.24
DR ENGINEERING INC	LGE	893646	900069	870468\Austin Carter\Ref CPA 893646\invoice 00135409-B - Ken ig Road Services\invoice 00406578- - Ken ig Road Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00406578	06-Feb-2014	\$5,828.27
DR ENGINEERING INC	LGE	893646	902269	For EPCM Services Work at the Cane Run Sub- Evaluation of Safety and Drainage Improvements	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00417130	14-Jul-2014	\$8,822.65
DR ENGINEERING INC	LGE	893646	902269	For EPCM Services Work at the Cane Run Sub- Evaluation of Safety and Drainage Improvements	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00417130	14-Jul-2014	\$2,487.86
DR ENGINEERING INC	LGE	893646	902269	For EPCM Services Work at the Cane Run Sub- Evaluation of Safety and Drainage Improvements	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00419335	11-Aug-2014	\$505.09
DR ENGINEERING INC	LGE	893646	902269	For EPCM Services Work at the Cane Run Sub- Evaluation of Safety and Drainage Improvements	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00419335	11-Aug-2014	\$142.43
DR ENGINEERING INC	LGE	893646	902487	re 871378 / Clyde Madison / ref cpa 893646 / Payne - 3/28/2014 - DR Invoices 00143267-B and 00408645- Ken ig Road Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00143267B	12-Mar-2014	\$3,808.79
DR ENGINEERING INC	LGE	893646	902487	re 871378 / Clyde Madison / ref cpa 893646 / Payne - 3/28/2014 - DR Invoices 00143267-B and 00408645- Ken ig Road Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00408645	10-Mar-2014	\$984.49
DR ENGINEERING INC	LGE	893646	903166	For EPCM Services Work at the Ken ig Road Sub- Soldier Pile Wall Construction Observation/ A	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00419775	12-Aug-2014	\$8,317.25
DR ENGINEERING INC	LGE	893646	903166	For EPCM Services Work at the Ken ig Road Sub- Soldier Pile Wall Construction Observation/ A	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00422924	03-Oct-2014	\$19,584.81
DR ENGINEERING INC	LGE	893646	903166	For EPCM Services Work at the Ken ig Road Sub- Soldier Pile Wall Construction Observation/ A	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	165019B	28-Jun-2014	\$2,286.97
DR ENGINEERING INC	LGE	893646	903166	For EPCM Services Work at the Ken ig Road Sub- Soldier Pile Wall Construction Observation/ A	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	165023B	28-Jun-2014	\$19,005.46
DR ENGINEERING INC	LGE	893646	904763	re 872406 / Clyde Madison / C. Talley - 5.2.14 - DR invoice 00146223-B - Ken ig Rd. services / ref cpa 893646	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00146223B	10-Apr-2014	\$5,439.70
DR ENGINEERING INC	LGE	893646	907471	For EPCM Services Work at the Trimble Co. Sub- Engineering support for the replacement of TR6	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00417786	17-Jul-2014	\$53,525.44
DR ENGINEERING INC	LGE	893646	907471	For EPCM Services Work at the Trimble Co. Sub- Engineering support for the replacement of TR6	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00419372	10-Aug-2014	\$4,232.80
DR ENGINEERING INC	LGE	893646	907471	For EPCM Services Work at the Trimble Co. Sub- Engineering support for the replacement of TR6	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00420811	03-Sep-2014	\$16,493.38
DR ENGINEERING INC	LGE	893646	907471	For EPCM Services Work at the Trimble Co. Sub- Engineering support for the replacement of TR6	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00424762	15-Oct-2014	\$9,345.70
DR ENGINEERING INC	LGE	827444		Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00407833	25-Feb-2014	\$31,384.71
DR ENGINEERING INC	LGE	827444		Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00407833	25-Feb-2014	\$8,852.10
DR ENGINEERING INC	LGE	827444		Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00410244	01-Apr-2014	\$20,555.41
DR ENGINEERING INC	LGE	827444		Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00410244	01-Apr-2014	\$5,797.68
DR ENGINEERING INC	LGE	827444		Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00411936	06-May-2014	\$30,066.17

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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
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00411936	06-May-2014	\$8,480.20
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00413963	03-Jun-2014	\$23,659.90
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00413963	03-Jun-2014	\$6,673.30
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00416094	01-Jul-2014	\$15,306.29
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00416094	01-Jul-2014	\$4,317.16
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00419146	29-Jul-2014	(\$10,003.06)
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00419146	29-Jul-2014	\$10,003.06
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00419146	29-Jul-2014	\$2,821.38
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00419146	29-Jul-2014	(\$2,821.38)
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00419146	29-Jul-2014	\$2,821.38
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00419146	29-Jul-2014	\$10,003.06
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00420294	26-Aug-2014	\$4,395.99
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00420294	26-Aug-2014	\$15,585.78
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00423358	30-Sep-2014	\$2,906.58
DR ENGINEERING INC	LGE		827444	Natural Gas Combined Cycle (NGCC Owner/Engineer	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00423358	30-Sep-2014	\$10,305.16
DR ENGINEERING INC	LGE		885775	CANE RUN 2018 NGCC Owners Engineer Services - Noel Lively (CPA 885768 Originally set up under DR Michigan CPA 881146 and 546322	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00419147	29-Jul-2014	\$377.90
DR ENGINEERING INC	LGE		885775	CANE RUN 2018 NGCC Owners Engineer Services - Noel Lively (CPA 885768 Originally set up under DR Michigan CPA 881146 and 546322	COMPETITI ELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	00419147	29-Jul-2014	\$566.85
DR ENGINEERING INC	LGE		904308	re 872184 / Clyde Madison / Payne - 4/25/13 - DR Invoice 00410159 - Ken ig Rd. Soil Nail Wall PM services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	00410159	10-Apr-2014	\$317.50
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
LUCKETT AND FARLEY	LGE	898193	908476	PAYMENT OF IN FOR LGE CR ADMIN BLDG	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2014027001	19-Jun-2014	\$1,108.61
LUCKETT AND FARLEY	LGE	898193	908476	PAYMENT OF IN FOR LGE CR ADMIN BLDG	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2014027001	19-Jun-2014	\$3,930.53
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	LGE		875125	MILL CREEK Design of the Mill Creek Administration Building	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2013048006	26-Mar-2014	\$3,688.80
LUCKETT AND FARLEY	LGE		875125	MILL CREEK Design of the Mill Creek Administration Building	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2013048006	26-Mar-2014	\$2,671.20
LUCKETT AND FARLEY	LGE		875125	MILL CREEK Design of the Mill Creek Administration Building	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2013048007	23-Apr-2014	\$2,723.97
LUCKETT AND FARLEY	LGE		875125	MILL CREEK Design of the Mill Creek Administration Building	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2013048007	23-Apr-2014	\$365.40
LUCKETT AND FARLEY	LGE		875125	MILL CREEK Design of the Mill Creek Administration Building	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2013048007	23-Apr-2014	\$1,972.53
LUCKETT AND FARLEY	LGE		875125	MILL CREEK Design of the Mill Creek Administration Building	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2013048007	23-Apr-2014	\$264.60
LUCKETT AND FARLEY	LGE		875125	MILL CREEK Design of the Mill Creek Administration Building	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2013048008	23-Jul-2014	\$3,089.37
LUCKETT AND FARLEY	LGE		875125	MILL CREEK Design of the Mill Creek Administration Building	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2013048008	23-Jul-2014	\$2,237.13
LUCKETT AND FARLEY	LGE		875125	MILL CREEK Design of the Mill Creek Administration Building	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2013048009	23-Sep-2014	\$1,029.79
LUCKETT AND FARLEY	LGE		875125	MILL CREEK Design of the Mill Creek Administration Building	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	2013048009	23-Sep-2014	\$745.71

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MICROBAC LABORATORIES INC	LGE	823947	907492		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F00341	06-Jun-2014	\$131.00
MICROBAC LABORATORIES INC	LGE	897830	901944	PAYMENT OF IN OICES MICROBAC LAB	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA4C00540	13-Mar-2014	\$1,923.50
MICROBAC LABORATORIES INC	LGE	897830	904237	MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA4D01225	25-Apr-2014	\$332.00
MICROBAC LABORATORIES INC	LGE	897830	904863	MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00063	02-May-2014	\$3,817.00
MICROBAC LABORATORIES INC	LGE	897830	906934	MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00276	07-May-2014	\$583.50
MICROBAC LABORATORIES INC	LGE	897830	909036	MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA4G00385	08-Jul-2014	\$53.00
MICROBAC LABORATORIES INC	LGE	897830	909036	MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EAG00385	08-Jul-2014	(\$53.00)
MICROBAC LABORATORIES INC	LGE	897830	909036	MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EAG00385	08-Jul-2014	\$53.00
MICROBAC LABORATORIES INC	LGE	897830	910183	MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA4D00026	01-Apr-2014	\$2,501.50
MICROBAC LABORATORIES INC	LGE	897830	911842	MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA4 00830	19-Aug-2014	\$1,204.00
MICROBAC LABORATORIES INC	LGE	897830	913180	MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA4I00619	11-Sep-2014	\$416.00
MICROBAC LABORATORIES INC	LGE	897830	913541	MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F00623	12-Jun-2014	\$278.50
MICROBAC LABORATORIES INC	LGE	897830	913541	MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F01539	30-Jun-2014	\$11.00
MICROBAC LABORATORIES INC	LGE	897830	915699	MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA4J00528	10-Oct-2014	\$452.00
MICROBAC LABORATORIES INC	LGE	897830	917121	MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA4K00229	05-Nov-2014	\$3,818.00
MICROBAC LABORATORIES INC	LGE	897830	918118	re 878541 / Clyde Madison / ref cpa 897830 / S. Pryor - Microbac Invoice EA4K00690 / cane run switching cleanup	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA4K00690	13-Nov-2014	\$327.00
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	\$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	LGE	873687	RAKER / 2013 TC WATER ANALYSIS / RE .1-INCREASED BY \$10K PER A. RAKER'S E-MAIL OF 5/7/13. ADDED \$12K PER A. RAKER'S E-MAIL OF 10/2/13.RE .3-INCREASED BY \$4k PER A. RAKER'S E-MAIL OF 11/14/13.		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4G00245	03-Jul-2014	\$34.00
MICROBAC LABORATORIES INC	LGE	873687	RAKER / 2013 TC WATER ANALYSIS / RE .1-INCREASED BY \$10K PER A. RAKER'S E-MAIL OF 5/7/13. ADDED \$12K PER A. RAKER'S E-MAIL OF 10/2/13.RE .3-INCREASED BY \$4k PER A. RAKER'S E-MAIL OF 11/14/13.		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4 00204	06-Aug-2014	(\$34.00)
MICROBAC LABORATORIES INC	LGE	873687	RAKER / 2013 TC WATER ANALYSIS / RE .1-INCREASED BY \$10K PER A. RAKER'S E-MAIL OF 5/7/13. ADDED \$12K PER A. RAKER'S E-MAIL OF 10/2/13.RE .3-INCREASED BY \$4k PER A. RAKER'S E-MAIL OF 11/14/13.		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4 00204	06-Aug-2014	\$34.00
MICROBAC LABORATORIES INC	LGE	896494	WO / FEIDER		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00350	09-May-2014	\$511.00
MICROBAC LABORATORIES INC	LGE	896494	WO / FEIDER		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4I00668	12-Sep-2014	\$511.00
MICROBAC LABORATORIES INC	LGE	896798	WO / RAKER / 2014 TC WATER ANALYSIS		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4D00173	04-Apr-2014	\$34.00
MICROBAC LABORATORIES INC	LGE	896798	WO / RAKER / 2014 TC WATER ANALYSIS		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00882	20-May-2014	\$313.00
MICROBAC LABORATORIES INC	LGE	896798	WO / RAKER / 2014 TC WATER ANALYSIS		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E01292	28-May-2014	\$313.00
MICROBAC LABORATORIES INC	LGE	896798	WO / RAKER / 2014 TC WATER ANALYSIS		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F00217	04-Jun-2014	\$625.00
MICROBAC LABORATORIES INC	LGE	896798	WO / RAKER / 2014 TC WATER ANALYSIS		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F01102	20-Jun-2014	\$313.00
MICROBAC LABORATORIES INC	LGE	896798	WO / RAKER / 2014 TC WATER ANALYSIS		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F01183	23-Jun-2014	\$4,756.00
MICROBAC LABORATORIES INC	LGE	896798	WO / RAKER / 2014 TC WATER ANALYSIS		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4G00006	01-Jul-2014	\$610.00
MICROBAC LABORATORIES INC	LGE	896798	WO / RAKER / 2014 TC WATER ANALYSIS		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4G00257	03-Jul-2014	\$313.00
MICROBAC LABORATORIES INC	LGE	896798	WO / RAKER / 2014 TC WATER ANALYSIS		UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4G00730	14-Jul-2014	\$3,818.00

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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
MICROBAC LABORATORIES INC	LGE		896798	WO / RAKER / 2014 TC WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4G01355	24-Jul-2014	\$1,407.00
MICROBAC LABORATORIES INC	LGE		896798	WO / RAKER / 2014 TC WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4 00204	06-Aug-2014	\$34.00
MICROBAC LABORATORIES INC	LGE		896798	WO / RAKER / 2014 TC WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4 00669	15-Aug-2014	\$75.00
MICROBAC LABORATORIES INC	LGE		896798	WO / RAKER / 2014 TC WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4 01039	21-Aug-2014	\$3,817.00
MICROBAC LABORATORIES INC	LGE		902492	re 871380 / Clyde Madison / El-Amouri - 3/28/2014 - Invoice EA4C00128 - Paddys West Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4C00128	04-Mar-2014	\$245.50
MICROBAC LABORATORIES INC	LGE		902693	RE 871552 / LISA CLIFTON / Microbac Laboratories Invoice EA4C01480 Date: 3/31/2014	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4C01480	31-Mar-2014	\$86.00
MICROBAC LABORATORIES INC	LGE		903814	2 way match for Danny Barnes - work order EN IRTEST	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4B00768	19-Feb-2014	\$611.00
MICROBAC LABORATORIES INC	LGE		903814	2 way match for Danny Barnes - work order EN IRTEST	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EAB00768	19-Feb-2014	(\$611.00)
MICROBAC LABORATORIES INC	LGE		903814	2 way match for Danny Barnes - work order EN IRTEST	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EAB00768	19-Feb-2014	\$611.00
MICROBAC LABORATORIES INC	LGE		905516	re 872757 / Steve Beatty / Ellingsworth PCB Inv EA4E00501 - invoice payment only	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00501	13-May-2014	\$196.00
MICROBAC LABORATORIES INC	LGE		905581	re 872778 / Lisa Clifton / Microbac Invoice EA4E00614 Date: 5/16/2014	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00614	16-May-2014	\$66.00
MICROBAC LABORATORIES INC	LGE		906109	WO 6574785 / S UPE / TO PAY IN EA4E00785	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00785	19-May-2014	\$1.00
MICROBAC LABORATORIES INC	LGE		906109	WO 6574785 / S UPE / TO PAY IN EA4E00785	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00785	19-May-2014	\$325.00
MICROBAC LABORATORIES INC	LGE		906109	WO 6574785 / S UPE / TO PAY IN EA4E00785	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00785	19-May-2014	\$285.00
MICROBAC LABORATORIES INC	LGE		907007	re 873508 / Rashel ughes / Microbac/ Pay Invoice: EA4F00342/ Services for Main Replacement	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F00342	06-Jun-2014	\$66.00
MICROBAC LABORATORIES INC	LGE		909295	re 874552 / Clyde Madison / D. Williams - 7.8.14 - Microbac Invoice EA4F00290 - TR6 cleanup	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F00290	05-Jun-2014	\$82.25
MICROBAC LABORATORIES INC	LGE		909827	re 874842 / Lisa Clifton / Microbac Laboratories Invoice EA4G01014 Date: 7/18/2014	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4G01014	18-Jul-2014	\$131.00
MICROBAC LABORATORIES INC	LGE		910031	2 way match for D. Barnes/lab - work order BIOMON	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E01179	27-May-2014	\$2,501.50
MICROBAC LABORATORIES INC	LGE		910675	re 875260 / Lisa Clifton / Microbac Laboratories Invoice EA4F00345 Date: 6/6/14	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F00345	06-Jun-2014	\$66.00
MICROBAC LABORATORIES INC	LGE		910962	re 875349 / Brian Lenhart / Microbac PCB Testing Bells Lane	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4D00879	18-Apr-2014	\$86.00
MICROBAC LABORATORIES INC	LGE		910962	re 875349 / Brian Lenhart / Microbac PCB Testing Bells Lane	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4E00200	06-May-2014	\$66.00
MICROBAC LABORATORIES INC	LGE		911202	re 875446 / Tracy Rankin / Microbac - Payment - IN EA4 0331, normally pay with cc, but this is a capital item	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4 00331	08-Aug-2014	\$456.00
MICROBAC LABORATORIES INC	LGE		911341	re 875512 / Tracy Rankin / Doe alley Piggability - IN EA4F01226 - Payment - Justin Rossi	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F01226	24-Jun-2014	\$391.00
MICROBAC LABORATORIES INC	LGE		912482	re 876047 \ Beatty \ PCB Tests CR7 Regulator	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4 01318	27-Aug-2014	\$131.00
MICROBAC LABORATORIES INC	LGE		913665	work order BIOMON water testing for lab/Barnes	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F01283	26-Jun-2014	\$1.00
MICROBAC LABORATORIES INC	LGE		913665	work order BIOMON water testing for lab/Barnes	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F01283	26-Jun-2014	\$672.00
MICROBAC LABORATORIES INC	LGE		913665	work order BIOMON water testing for lab/Barnes	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4F01283	26-Jun-2014	\$1,400.00
MICROBAC LABORATORIES INC	LGE		914099	re 876738 / Rashel ughes / Microbac/ Pay Invoice: EA4I00598/ Services for CR7 Project	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4I00598	11-Sep-2014	\$23.32
MICROBAC LABORATORIES INC	LGE		914099	re 876738 / Rashel ughes / Microbac/ Pay Invoice: EA4I00598/ Services for CR7 Project	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4I00598	11-Sep-2014	\$82.68
MICROBAC LABORATORIES INC	LGE		916238	RE 877711 / CLYDE MADISON / S. Pryor - 9.26 / Microbac Invoice EA4I01441 / Cane Run Switching Cleanup	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4I01441	26-Sep-2014	\$859.00
MICROBAC LABORATORIES INC	LGE		916705	RE 877867 / Microbac/ Pay Invoice: EA4J00967 (ilton Gardens. / Services for Contract Construction	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4J00967	21-Oct-2014	\$66.00
MICROBAC LABORATORIES INC	LGE		917464	re 878258 / Steve Beatty / Payment of Invoice EA4K00331	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4K00331	06-Nov-2014	\$261.00
MICROBAC LABORATORIES INC	LGE		917556	re 878304 / Lisa Clifton / Invoice EA4K00330 Date: 11/6/2014	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4K00330	06-Nov-2014	\$66.00
MICROBAC LABORATORIES INC	LGE		918016	WO / RAKER	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4I00466	09-Sep-2014	\$611.00
MICROBAC LABORATORIES INC	LGE		918016	WO / RAKER	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4I01564	30-Sep-2014	\$3,785.00
MICROBAC LABORATORIES INC	LGE		918016	WO / RAKER	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4J00073	02-Oct-2014	\$1,220.00
MICROBAC LABORATORIES INC	LGE		918016	WO / RAKER	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA4J00636	14-Oct-2014	\$3,819.00
OPS PLUS INC	LGE	830010	900591	Inv. 07231 : Contract labor & transp. - Outdoor lighting: 02-17-2014 through 03-02-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07231	03-Mar-2014	\$904.10
OPS PLUS INC	LGE	830010	900591	Inv. 07231 : Contract labor & transp. - Outdoor lighting: 02-17-2014 through 03-02-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07231	03-Mar-2014	\$563.21

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OPS PLUS INC	LGE	830010	916707	Inv. 07472 : Contract labor & transp. - Design Group: 10-13-2014 through 10-26-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07472	27-Oct-2014	\$568.34
OPS PLUS INC	LGE	830010	917624	Inv. 07490 : Contract labor & transp. - Outdoor lighting: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07490	10-Nov-2014	\$849.40
OPS PLUS INC	LGE	830010	917624	Inv. 07490 : Contract labor & transp. - Outdoor lighting: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07490	10-Nov-2014	\$707.83
OPS PLUS INC	LGE	830010	917624	Inv. 07490 : Contract labor & transp. - Outdoor lighting: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07490	10-Nov-2014	\$5,596.31
OPS PLUS INC	LGE	830010	917624	Inv. 07490 : Contract labor & transp. - Outdoor lighting: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07490	10-Nov-2014	\$4,757.60
OPS PLUS INC	LGE	830010	917624	Inv. 07490 : Contract labor & transp. - Outdoor lighting: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07490	10-Nov-2014	\$1,274.10
OPS PLUS INC	LGE	830010	917624	Inv. 07490 : Contract labor & transp. - Outdoor lighting: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07490	10-Nov-2014	\$228.00
OPS PLUS INC	LGE	830010	917624	Inv. 07490 : Contract labor & transp. - Outdoor lighting: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07490	10-Nov-2014	\$200.00
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$1,685.82
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$121.40
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$8,971.02
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$646.03
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$10,071.43
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$720.60
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$9,901.26
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$713.02
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$1,629.68
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$117.36
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$9,723.48
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$700.22
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$132.44
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$6,482.84
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$466.85
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$42.38
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$1,959.51
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$141.11
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$2,686.24
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$193.44
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$22,085.25
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$957.72
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$814.52
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$5,418.49
OPS PLUS INC	LGE	830010	917636	Inv. 07491 : Contract labor & transp. - Design Group: 10-27-2014 through 11-09-2014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	07491	10-Nov-2014	\$358.25
PA CONSULTING GROUP INC	LKS	83295	84387	RE 105899 / BETTY PARIS / CPA 83295 / PA Consulting work on Contact Center Optimiz 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)

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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
ROBERT L ROWAN AND ASSOCIATES	LGE		896367	RE 868918 / ROBINSON / PER PROPOSAL FROM TTI CONTRACTOR - IBRATION SUR EY OF TWO COMPRESSORS AT CENTER STORAGE	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	260303	22-Apr-2014	\$31,589.07
SJ LUDLOW CONSULTING ENGINEERS INC	LGE		914379	IN 11409002 Witherspoon Ductbank - Serv thru Sept 29, 2014	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	11409002	29-Sep-2014	\$1,250.00
STANTEC	LGE	849561	854240	MC Annual 2012 & 2013 & 2014 & 2015 CPA engineering services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	794823	28-May-2014	\$1,534.00
STANTEC	LGE	849561	854240	MC Annual 2012 & 2013 & 2014 & 2015 CPA engineering services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	804643	26-Jun-2014	\$1,178.87
STANTEC	LGE	849561	854240	MC Annual 2012 & 2013 & 2014 & 2015 CPA engineering services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	814763	29-Jul-2014	\$1,076.40
STANTEC	LGE	849561	854240	MC Annual 2012 & 2013 & 2014 & 2015 CPA engineering services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	825450	29-Aug-2014	\$5,957.00
STANTEC	LGE	849561	854240	MC Annual 2012 & 2013 & 2014 & 2015 CPA engineering services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	833146	25-Sep-2014	\$782.00
STANTEC	LGE	849561	854240	MC Annual 2012 & 2013 & 2014 & 2015 CPA engineering services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	843346	28-Oct-2014	\$435.00
STANTEC	LGE	897837	902409	PAYMENT OF STANTEC IN OICE 778122	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	778122	27-Mar-2014	\$355.00
STANTEC	LGE	897837	902409	PAYMENT OF STANTEC IN OICE 778122	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	778122	27-Mar-2014	\$5,145.00
STANTEC	LGE	897837	904381	PAYMENT OF STANTEC IN OICE 786199	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	786199	24-Apr-2014	\$3,460.00
STANTEC	LGE	897837	904381	PAYMENT OF STANTEC IN OICE 786199	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	786199	24-Apr-2014	\$3,917.25
STANTEC	LGE	897837	906393	PAYMENT OF STANTEC IN OICE 794740	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	794740	28-May-2014	\$800.00
STANTEC	LGE	897837	906393	PAYMENT OF STANTEC IN OICE 794740	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	794740	28-May-2014	\$3,040.00
STANTEC	LGE	897837	906393	PAYMENT OF STANTEC IN OICE 794740	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	794740	28-May-2014	\$972.26
STANTEC	LGE	897837	908148	PAYMENT OF STANTEC IN OICE 804647	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	804647	26-Jun-2014	\$2,250.00
STANTEC	LGE	897837	910180	PAYMENT OF STANTEC IN OICE 814784	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	814784	29-Jul-2014	\$2,420.00
STANTEC	LGE	897837	912698	PAYMENT OF STANTEC IN OICE 825574	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	825574	29-Aug-2014	\$1,366.01
STANTEC	LGE	897837	914053	PAYMENT OF STANTEC IN OICE 833371	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	833371	25-Sep-2014	\$360.00
STANTEC	LGE	897837	916422	PAYMENT OF STANTEC IN OICE 843267	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	843267	28-Oct-2014	\$1,755.00
STANTEC	LGE	897837	916422	PAYMENT OF STANTEC IN OICE 843267	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	843267	28-Oct-2014	\$5,165.00
STANTEC	LKS		83396	105116\Roy Gray\GEOtech Eng Svcs 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
STANTEC	LGE		865707	Perform Final Design Work of the Cane Run Ash Cap and Closure System	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	769645	27-Feb-2014	\$3,082.60
STANTEC	LGE		865707	Perform Final Design Work of the Cane Run Ash Cap and Closure System	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	778140	27-Mar-2014	\$3,770.58
STANTEC	LGE		865707	Perform Final Design Work of the Cane Run Ash Cap and Closure System	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	786880	28-Apr-2014	\$7,879.62
STANTEC	LGE		865707	Perform Final Design Work of the Cane Run Ash Cap and Closure System	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	794638	28-May-2014	\$5,866.88
STANTEC	LGE		865707	Perform Final Design Work of the Cane Run Ash Cap and Closure System	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	804653	26-Jun-2014	\$25,305.00
STANTEC	LGE		865707	Perform Final Design Work of the Cane Run Ash Cap and Closure System	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	815238	30-Jul-2014	\$8,251.29
STANTEC	LGE		865707	Perform Final Design Work of the Cane Run Ash Cap and Closure System	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	825459	29-Aug-2014	\$6,990.00
STANTEC	LGE		865707	Perform Final Design Work of the Cane Run Ash Cap and Closure System	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	833302	25-Sep-2014	\$7,649.65
STANTEC	LGE		865707	Perform Final Design Work of the Cane Run Ash Cap and Closure System	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	833302	25-Sep-2014	(\$300,000.00)
STANTEC	LGE		865707	Perform Final Design Work of the Cane Run Ash Cap and Closure System	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	833302	25-Sep-2014	\$273,833.23
STANTEC	LGE		865707	Perform Final Design Work of the Cane Run Ash Cap and Closure System	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	833302	25-Sep-2014	(\$273,833.23)
STANTEC	LGE		865707	Perform Final Design Work of the Cane Run Ash Cap and Closure System	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	833302	25-Sep-2014	\$300,000.00
STANTEC	LGE		865707	Perform Final Design Work of the Cane Run Ash Cap and Closure System	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	833302	25-Sep-2014	\$26,166.77
STANTEC	LGE		865707	Perform Final Design Work of the Cane Run Ash Cap and Closure System	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	841681	23-Oct-2014	\$31,079.70

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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
STANTEC	LGE		870660	CANE RUN Landfill South End Re-Design per Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	769646	27-Feb-2014	\$787.50
STANTEC	LGE		870660	CANE RUN Landfill South End Re-Design per Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	778153	27-Mar-2014	\$1,340.00
STANTEC	LGE		870660	CANE RUN Landfill South End Re-Design per Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	786216	24-Apr-2014	\$2,020.00
STANTEC	LGE		870660	CANE RUN Landfill South End Re-Design per Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	794611	28-May-2014	\$9,058.15
STANTEC	LGE		870660	CANE RUN Landfill South End Re-Design per Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	794611	28-May-2014	\$3,331.85
STANTEC	LGE		870660	CANE RUN Landfill South End Re-Design per Jeff eun	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	804644	26-Jun-2014	\$4,432.50
STORM TEC NOLOGIES INC	LGE		898034	work order 6531603 for air flow measurement	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	14KYST13906	17-Mar-2014	\$3,750.00
STRUCTURAL INTEGRITY ASSOC INC	LGE		887084	864636\ ictoria Owens\TRIMBLE COUNTY UNIT 1 MAIN STEAM PIPING DIMPLE E ALUATION SI PROPOSAL NUMBER 130022.R0	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	41237	19-Dec-2013	\$31,040.00
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
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
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

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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
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
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	78275	100956\Patty Rose\SSA on File, dated 04-02-13\IDEPAULL-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	78275	100956\Patty Rose\SSA on File, dated 04-02-13\IDEPAULL-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	78275	100956\Patty Rose\SSA on File, dated 04-02-13\IDEPAULL-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	78275	100956\Patty Rose\SSA on File, dated 04-02-13\IDEPAULL-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	78275	100956\Patty Rose\SSA on File, dated 04-02-13\IDEPAULL-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	78275	100956\Patty Rose\SSA on File, dated 04-02-13\IDEPAULL-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	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	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	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	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	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	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	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	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	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	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	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

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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
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
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
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
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1076807	25-Nov-2013	\$3,348.88
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1076807	25-Nov-2013	\$5,023.33
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1081556	02-Mar-2014	\$16,214.04
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1081556	02-Mar-2014	\$24,321.07
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1083441	31-Mar-2014	\$5,300.16
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1083441	31-Mar-2014	\$7,950.24
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1086251	29-Apr-2014	\$1,324.80
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1086251	29-Apr-2014	\$1,987.20
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1087002	29-May-2014	\$739.98
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1087002	29-May-2014	\$1,109.97
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1088750	29-Jun-2014	\$555.57
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SER ICE AS DESIGNATED BY PROPONENT	1088750	29-Jun-2014	\$833.36

Louisville Gas & Electric - Professional Services Providers

Supplier Name	Company	Contract Number	Po Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1090436	29-Jul-2014	\$1,593.63
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1090436	29-Jul-2014	\$2,390.45
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1092228	27-Aug-2014	\$614.73
TRINITY CONSULTANTS INC	LGE		891009	Green River - Air Permitting Services for Green River Station NGCC Plant Project	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1092228	27-Aug-2014	\$922.10
ANTAGE ENERGY CONSULTING LLC	LKS	56077	82990	104637\Susan ug\Ref CPA 56077\Services provided in support of KULGE 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 KULGE 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
WORLEYPARSONS GROUP INC	LGE	893647	911503	For Mud Lane TR4 xfmr replacement- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134500	19-Sep-2014	\$50,876.00
WORLEYPARSONS GROUP INC	LGE	893647	911503	For Mud Lane TR4 xfmr replacement- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134500	19-Sep-2014	(\$55,671.00)
WORLEYPARSONS GROUP INC	LGE	893647	911503	For Mud Lane TR4 xfmr replacement- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134500	19-Sep-2014	\$55,671.00
WORLEYPARSONS GROUP INC	LGE	893647	911503	For Mud Lane TR4 xfmr replacement- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134500	19-Sep-2014	\$4,795.00
WORLEYPARSONS GROUP INC	LGE	893647	911503	For Mud Lane TR4 xfmr replacement- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134500	19-Sep-2014	(\$50,876.00)
WORLEYPARSONS GROUP INC	LGE	893647	911503	For Mud Lane TR4 xfmr replacement- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134501	19-Sep-2014	\$345.50
WORLEYPARSONS GROUP INC	LGE	893647	911503	For Mud Lane TR4 xfmr replacement- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134501	19-Sep-2014	(\$55,671.00)
WORLEYPARSONS GROUP INC	LGE	893647	911503	For Mud Lane TR4 xfmr replacement- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134501	19-Sep-2014	\$55,325.50
WORLEYPARSONS GROUP INC	LGE	893647	911503	For Mud Lane TR4 xfmr replacement- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134501	19-Sep-2014	(\$55,325.50)
WORLEYPARSONS GROUP INC	LGE	893647	911503	For Mud Lane TR4 xfmr replacement- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134501	19-Sep-2014	\$55,671.00
WORLEYPARSONS GROUP INC	LGE	893647	911503	For Mud Lane TR4 xfmr replacement- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136875	10-Oct-2014	\$30,526.00
WORLEYPARSONS GROUP INC	LGE	893647	911503	For Mud Lane TR4 xfmr replacement- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136876	10-Oct-2014	\$19,996.50
WORLEYPARSONS GROUP INC	LGE		887455	GROUNDING STUDY--TC2 per Bryan Baker and Karif Taylor	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	116980	21-Feb-2014	\$1,905.59
WORLEYPARSONS GROUP INC	LGE		887455	GROUNDING STUDY--TC2 per Bryan Baker and Karif Taylor	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	116980	21-Feb-2014	\$8,123.83
WORLEYPARSONS GROUP INC	LGE		887455	GROUNDING STUDY--TC2 per Bryan Baker and Karif Taylor	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	116981	21-Feb-2014	\$985.40
WORLEYPARSONS GROUP INC	LGE		887455	GROUNDING STUDY--TC2 per Bryan Baker and Karif Taylor	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	116981	21-Feb-2014	\$141.41
WORLEYPARSONS GROUP INC	LGE		887455	GROUNDING STUDY--TC2 per Bryan Baker and Karif Taylor	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	116981	21-Feb-2014	\$4,200.97
WORLEYPARSONS GROUP INC	LGE		887455	GROUNDING STUDY--TC2 per Bryan Baker and Karif Taylor	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	116981	21-Feb-2014	\$602.84
WORLEYPARSONS GROUP INC	LGE		887455	GROUNDING STUDY--TC2 per Bryan Baker and Karif Taylor	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	118280	14-Mar-2014	\$83.63
WORLEYPARSONS GROUP INC	LGE		887455	GROUNDING STUDY--TC2 per Bryan Baker and Karif Taylor	COMPETITIVE BIDDING	SOLE SOURCE DOCUMENT NOT NEEDED	118280	14-Mar-2014	\$356.55



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

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', with a stylized flourish at the end.

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	Kreff, 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

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



PPL companies



July 13, 2012

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

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

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

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



PPL companies

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.

CONFIDENTIAL INFORMATION REDACTED

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	

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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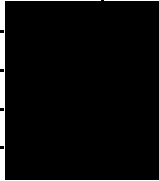
Timekeeper	Firm	Office	Current Rate
Terrell, J. Anthony	Pillsbury Winthrop	San Francisco	
B. Guerra	Rooney Rippie	Chicago	
C. Shields	Rooney Rippie	Chicago	
D. Hunter	Rooney Rippie	Chicago	
Dondanville, Patricia	Reed Smith	Pittsburgh	
Lawlor, James S.	Reed Smith	Pittsburgh	
Lookadoo, Phillip G.	Reed 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	

CONFIDENTIAL INFORMATION REDACTED

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

**Re: \$500,000,000 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 Louisville Gas and Electric 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 \$40,000,000 of the LGE 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 LGE 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 LGE Facility, you hereby agree to pay to each Joint Lead Arranger, for its own account, a fee in respect of the LGE Facility which (a) in the case of Wells Fargo Securities, shall equal \$83,333.33 (the "WFS Arrangement Fee"), (b) in the case of RBS Securities, shall equal \$66,666.67 (the "RBS Arrangement Fee") and (c) in the case of MLPFS, shall equal \$66,666.67 (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 LGE 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 LGE Facility as set forth in the Credit Agreement for the LGE Facility on the Closing Date and (y) such Lender's commitment under the Existing LGE Credit Agreement plus (ii) 17.5 basis points multiplied by the excess, if any, of (x) such Lender's commitment under the LGE Facility as set forth in the Credit Agreement for the LGE Facility on the Closing Date over (y) such Lender's commitment under the Existing

LGE 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 LGE 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 LGE 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 LGE 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 LGE 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 LGE 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 LGE Facility and all other advice or services provided by the Committing Banks and the Joint Lead Arrangers in connection with the proposed LGE Facility, in each case irrespective of whether such definitive documentation is ultimately executed and delivered, and the LGE 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

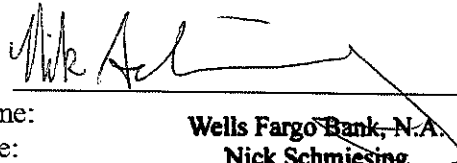
By: _____
Name:
Title:

Very truly yours,

WELLS FARGO SECURITIES, LLC

By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:  _____
Name: **Wells Fargo Bank, N.A.**
Title: **Nick Schmiesing**
Vice President

MERRILL LYNCH, PIERCE, FENNER & Scott
SMITH INCORPORATED

By: BT Keller

Name: B. Timothy Keller

Title: Managing Director

BANK OF AMERICA, N.A.

By: _____

Name:

Title:

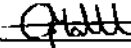
MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED

By: _____
Name:
Title:


BANK OF AMERICA, N.A.

By: Patrick Engel
Name: Patrick Engel
Title: Director

RBS SECURITIES INC.

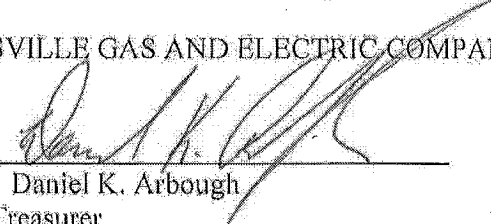
By:  _____
Name: Grant Matthews
Title: Managing Director

THE ROYAL BANK OF SCOTLAND PLC

By:  _____
Name: Tyler J. McCarthy
Title: Director

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

LOUISVILLE GAS AND ELECTRIC COMPANY

By: 
Name: Daniel K. Arbough
Title: Treasurer

COUNTY OF TRIMBLE, KENTUCKY
\$83,335,000
POLLUTION CONTROL REVENUE BONDS, 2000 SERIES A
(LOUISVILLE GAS AND ELECTRIC COMPANY PROJECT)

AUCTION AGENT AGREEMENT

This Auction Agent Agreement dated (“the Agreement”) as of August 1, 2000 between LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation (the “Company”), and THE BANK OF NEW YORK, a banking corporation organized and existing under and by virtue of the laws of the State of New York (together with its successors and assigns, the “Auction Agent”), is entered into pursuant to an Indenture of Trust dated as of August 1, 2000 (the “Indenture”) between the County of Trimble, Kentucky (the “Issuer”) and The Bank of New York, as trustee (the "Trustee").

WHEREAS, the Issuer proposes to issue \$83,335,000 aggregate principal amount of its Pollution Control Revenue Bonds, 2000 Series A (Louisville Gas and Electric Company Project) (hereinafter referred to as the “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 Depository Trust Company (“DTC”), or if DTC or its successor or assign resigns from its functions as depository for the 2000 Series A Bonds, any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the 2000 Series A 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 Assistant Treasurer of the Auction Agent assigned to its Dealing and Trading Group 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 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 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,” 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 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 The Bank of New York 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 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 Bond. J.P. Morgan & Co. Incorporated and Goldman, Sachs & Co., as initial Broker-Dealers, are required, pursuant to their respective 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)(5).

(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 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 Bonds, the Auction Agent shall, at least three Business Days prior to the redemption date or tender date with respect to such 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 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 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 Bonds are to be redeemed or tendered) the aggregate principal amount of such 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 Bonds shown in the Existing Holder Registry. The foregoing notwithstanding, if the Bonds are subject to partial redemption or tender, the Bond initially held by J.P. Morgan & Co. Incorporated, as Broker-Dealer, in the principal amount of \$35,000 shall be redeemed or tendered prior to any other Bond.

(iii) The Auction Agent shall register in the Existing Holder Registry a transfer of 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, 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 Bonds and the seller failed to deliver such Bonds or (ii) sold any Bonds and the purchaser failed to make payment to such person upon delivery to the purchaser of such 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 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 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 the Broker-Dealer Agreement, provide the Auction Agent with a list of their respective customers that such Broker-Dealers believe are Existing Holders of 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-Dealer 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 125% and the ratings assigned to the Bonds by Moody's and S&P are Aaa and AAA, respectively. If there is any change in the ratings assigned to the 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 Seven-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 9:30 a.m. on each Auction Date, the Auction Agent shall notify the Company and the Broker-Dealers of the Minimum Dutch Auction Rate and the Maximum Dutch Auction Rate so determined and the Seven-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 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 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 Bonds is no longer maintained in book-entry form by DTC, no further Auctions will be held and the interest rate on the Bonds for each subsequent Auction Period commencing after delivery of 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 Seven-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 Seven-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 Seven-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 Seven-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 9:30 a.m.	Auction Agent advises the Company and the Broker-Dealers of the Minimum Dutch Auction Rate, the Maximum Dutch Auction Rate and Seven-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-Dealers 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.

The Auction Agent shall follow the notification procedures set forth in paragraph (a) of the Settlement Procedures set forth in Exhibit A hereto.

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

(a) The Auction Agent shall mail 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 mail a notice of fee change to the Broker-Dealers within two Business Days of such change.

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 Broker-Dealer Agreements with J.P. Morgan & Co. Incorporated and Goldman, Sachs & Co., 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 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.

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 Bonds under federal or state securities laws in respect of the sufficiency or the conformity of any transfer of the Bonds to the terms of the Agreement, the Broker-Dealer Agreement, 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 Bonds, the Indenture or any offering materials used in connection with the sale of the 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 February 25, 2000 from the Auction Agent to the Company, as such fee letter may be supplemented from time to time by the Auction Agent and the Company.

5.5 Compensation of the Broker-Dealers.

(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 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 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-Dealers 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-Dealer 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 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. Notwithstanding the foregoing, the provisions of Section 2 shall terminate upon the delivery of certificates representing the 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 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 the Company, addressed:

Louisville Gas and Electric Company
220 West Main Street
Louisville, Kentucky 40202
Attn: Treasurer
Telephone No: (502) 627-2203
Facsimile No: (502) 627-2229

If to the Auction Agent, addressed:

The Bank of New York
100 Church Street, 14th Floor
New York, NY 10286
Attn: Corporate Trust Administration
Dealing and Trading Group Auction Desk
Facsimile No.: (212) 437-7253
Telephone No.: (212) 437-7314

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 the Company by an Authorized Company Representative and on behalf of the Auction Agent by an Authorized Officer.

6.3 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.

6.4 Benefits. Nothing herein, express or implied, shall give to any person, other than the Company, the Auction Agent and their respective successors and assigns, any benefit of any legal or equitable right, remedy or claim hereunder.

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.

LOUISVILLE GAS AND ELECTRIC COMPANY

By _____
(Name)

(Title)

THE BANK OF NEW YORK,
as Auction Agent


By  _____
Lisa D'Angelo
Vice President

EXHIBIT A to Auction
Agent Agreement

COUNTY OF TRIMBLE, KENTUCKY
\$83,335,000
POLLUTION CONTROL REVENUE BONDS, 2000 SERIES A
(LOUISVILLE GAS AND ELECTRIC COMPANY PROJECT)

FORM OF BROKER-DEALER AGREEMENT

This Broker-Dealer Agreement dated as of August 1, 2000 between THE BANK OF NEW YORK, a banking corporation organized and existing under and by virtue of the laws of the State of New York (together with its successors and assigns, the "Auction Agent"), as agent of Louisville Gas and Electric Company, a Kentucky corporation (the "Company"), is entered into pursuant to authority granted to it in the Auction Agent Agreement dated as of August 1, 2000 (the "Auction Agent Agreement") between the Company and the Auction Agent, and Goldman, Sachs & Co. (together with its successors and assigns, the "BD").

WHEREAS, the County of Trimble, Kentucky (the "Issuer") has issued \$83,335,000 aggregate principal amount of its Pollution Control Revenue Bonds, 2000 Series A (Louisville Gas and Electric Company Project) (the "Bonds") pursuant to an Indenture of Trust dated as of August 1, 2000 between the Issuer and The Bank of New York, 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 August 1, 2000 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 Assistant Treasurer of the Auction Agent assigned to its Dealing and Trading Group 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-Dealers in Auctions. If BD is Goldman, Sachs & Co., 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.

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 9:30 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 Seven-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.

(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 9:30 a.m.	Auction Agent advises the Company and the Broker-Dealers of the Minimum Dutch Auction Rate, the Maximum Dutch Auction Rate and Seven-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-Dealers as provided in <u>Section 2.16(d)</u> of the Indenture. Submission Deadline is 1:00 p.m. (11:00 a.m. if 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 Authority and the Corporation 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 3.4(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 3.4(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(d) 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-Dealers.

(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 Goldman, Sachs & Co., 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: Goldman, Sachs & Co.
Municipal Money Markets
85 Broad Street
New York, New York 10004
Attention: Neal Richardson
Facsimile No.: (212) 346-2805
Telephone No.: (212) 902-6632

If to the Auction Agent, addressed: The Bank of New York
100 Church Street, 14th Floor
New York, NY 10286
Attention: Corporate Trust Administration
Dealing and Trading Group Auction Desk
Facsimile No.: (212) 437-7253
Telephone No.: (212)437-7314

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.

(remainder of this 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.

THE BANK OF NEW YORK,
as Auction Agent

By _____
(Name)

(Title)

GOLDMAN, SACHS & CO.,
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-Dealers (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-Dealers 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)

\$83,335,000
County of Trimble, Kentucky
Pollution Control Revenue Bonds, 2000 Series A
(Louisville Gas and Electric 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 \$50,000.

EXHIBIT C to
Broker-Dealer Agreement

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

\$83,335,000
County of Trimble, Kentucky
Pollution Control Revenue Bonds, 2000 Series A
(Louisville Gas and Electric 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 \$50,000.

EXHIBIT D to
Broker-Dealer Agreement

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

\$83,335,000
County of Trimble, Kentucky
Pollution Control Revenue Bonds, 2000 Series A
(Louisville Gas and Electric 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: _____

** Bonds may only be transferred in units of \$50,000.

COUNTY OF JEFFERSON, KENTUCKY
\$10,104,000
ENVIRONMENTAL FACILITIES REVENUE BONDS, 2001 SERIES A
(LOUISVILLE GAS AND ELECTRIC COMPANY PROJECT)

AUCTION AGENT AGREEMENT

This Auction Agent Agreement dated (“the Agreement”) as of July 1, 2001 between LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation (the “Company”), and THE BANK OF NEW YORK, 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, 2001 (the “Indenture”) between the County of Jefferson, Kentucky (the “Issuer”) and BNY TRUST COMPANY OF MISSOURI, as trustee (the "Trustee").

WHEREAS, the Issuer proposes to issue \$10,104,000 aggregate principal amount of its Environmental Facilities Revenue Bonds, 2001 Series A (Louisville Gas and Electric Company Project) (hereinafter referred to as the “2001 Series A 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 2001 Series A Bonds, any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the 2001 Series A 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 Assistant Treasurer of the Auction Agent assigned to its Dealing and Trading Group 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 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 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 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 The Bank of New York 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 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 Bond. Morgan Stanley & Co. Incorporated, as initial Broker-Dealer, is required, pursuant to the Broker-Dealer Agreement, 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-Dealer 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 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 Bonds, the Auction Agent shall, at least three Business Days prior to the redemption date or tender date with respect to such 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 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 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 Bonds are to be redeemed or tendered) the aggregate principal amount of such 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 Bonds shown in the Existing Holder Registry.

(iii) The Auction Agent shall register in the Existing Holder Registry a transfer of 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 Bonds and the seller failed to deliver such Bonds or (ii) sold any Bonds and the purchaser failed to make payment to such person upon delivery to the purchaser of such Bonds.

(iv) Not later than 12:00 Noon on the Business Day preceding each Auction Date, the Auction Agent shall notify the Broker-Dealer of the aggregate principal amount of 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 Bonds from the immediately preceding notice.

(v) The Auction Agent may, but shall not be required to, request that the Broker-Dealer, as set forth in the Broker-Dealer Agreement, provide the Auction Agent with a list of their respective customers that such Broker-Dealer believe are Existing Holders of 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-Dealer 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 125% and the ratings assigned to the Bonds by Moody's and S&P are Aaa and AAA, respectively. If there is any change in the ratings assigned to the 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 Seven-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 Seven-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 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 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 Bonds is no longer maintained in book-entry form by DTC, no further Auctions will be held and the interest rate on the Bonds for each subsequent Auction Period commencing after delivery of 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 Seven-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 Seven-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 Seven-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 Seven-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-Dealer of the Minimum Dutch Auction Rate, the Maximum Dutch Auction Rate and Seven-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.

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 mail 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-Dealer 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 mail a notice of fee change to the Broker-Dealer within two Business Days of such change.

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-Dealer 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-Dealer 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-Dealer 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-Dealer 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 Morgan Stanley & Co. Incorporated, as initial Broker-Dealer. 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 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-Dealer 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 Bonds under federal or state securities laws in respect of the sufficiency or the conformity of any transfer of the Bonds to the terms of the Agreement, the Broker-Dealer Agreement, 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 Bonds, the Indenture or any offering materials used in connection with the sale of the 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 July 17, 2001 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-Dealer 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 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-Dealer 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 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-Dealer 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-Dealer pursuant to Section 5.5(a) hereof. The Auction Agent shall pay to the Broker-Dealer 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-Dealer 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 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. Notwithstanding the foregoing, the provisions of Section 2 shall terminate upon the delivery of certificates representing the 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.

(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.

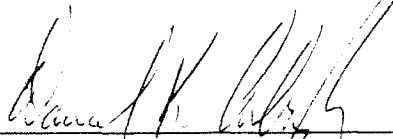
6.8 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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.

LOUISVILLE GAS AND ELECTRIC COMPANY

By 

DANIEL K. ARBOUGH
Treasurer

THE BANK OF NEW YORK,
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.

LOUISVILLE GAS AND ELECTRIC COMPANY

By _____
(Name)

(Title)

THE BANK OF NEW YORK,
as Auction Agent

By Jennifer Valenti
(Name)

JENNIFER VALENTI
ASSISTANT TREASURER

(Title)

EXHIBIT A to Auction
Agent Agreement

COUNTY OF JEFFERSON, KENTUCKY
\$10,104,000
ENVIRONMENTAL FACILITIES REVENUE BONDS, 2001 SERIES A
(LOUISVILLE GAS AND ELECTRIC COMPANY PROJECT)

FORM OF BROKER-DEALER AGREEMENT

This Broker-Dealer Agreement dated as of July 1, 2001 between THE BANK OF NEW YORK, a New York banking corporation (together with its successors and assigns, the “Auction Agent”), as agent of Louisville Gas and Electric Company, a Kentucky corporation (the “Company”), is entered into pursuant to authority granted to it in the Auction Agent Agreement dated as of July 1, 2001 (the “Auction Agent Agreement”) between the Company and the Auction Agent, and MORGAN STANLEY & CO. INCORPORATED (together with its successors and assigns, the “BD”).

WHEREAS, the County of Jefferson, Kentucky (the “Issuer”) has issued \$10,104,000 aggregate principal amount of its Environmental Facilities Revenue Bonds, 2001 Series A (Louisville Gas and Electric Company Project) (the “Bonds”) pursuant to an Indenture of Trust dated as of July 1, 2001 between the Issuer and BNY Trust Company of Missouri, 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 July 1, 2001 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 Assistant Treasurer of the Auction Agent assigned to its Dealing and Trading Group 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 Morgan Stanley & Co. Incorporated, 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.

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 Seven-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 Seven-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 Morgan Stanley & Co. Incorporated, 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: Morgan Stanley & Co. Incorporated
1221 Avenue of the Americas, 30th Floor
New York, New York 10020
Attention: Mary Lou Coriasco, Remarketing Agent
Facsimile No.: (212) 762-8505
Telephone No.: (212) 762-8263

If to the Auction Agent, addressed: The Bank of New York
100 Church Street, 14th Floor
New York, NY 10286
Attention: Corporate Trust Administration
 Dealing and Trading Group Auction Desk
Facsimile No.: (212) 437-7253
Telephone No.: (212)437-7314

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.

THE BANK OF NEW YORK,
as Auction Agent

By _____
(Name)

(Title)

MORGAN STANLEY & CO. INCORPORATED,
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)

\$10,104,000
County of Jefferson, Kentucky
Environmental Facilities Revenue Bonds, 2001 Series A
(Louisville Gas and Electric 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 \$1,000.

EXHIBIT C to
Broker-Dealer Agreement

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

\$10,104,000
County of Jefferson, Kentucky
Environmental Facilities Revenue Bonds, 2001 Series A
(Louisville Gas and Electric 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 \$1,000.

EXHIBIT D to
Broker-Dealer Agreement

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

\$10,104,000
County of Jefferson, Kentucky
Environmental Facilities Revenue Bonds, 2001 Series A
(Louisville Gas and Electric 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: _____

** Bonds may only be transferred in units of \$1,000.

\$22,500,000
COUNTY OF JEFFERSON, KENTUCKY
POLLUTION CONTROL REVENUE BONDS
2001 SERIES A
(LOUISVILLE GAS AND ELECTRIC COMPANY PROJECT)

REMARKETING AGREEMENT

This REMARKETING AGREEMENT (this "Agreement"), dated as of September 19, 2008, is by and between Louisville Gas and Electric Company (the "Company") and Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Remarketing Agent").

The Company has requested the County of Jefferson, Kentucky (the "Issuer") to issue \$22,500,000 outstanding principal amount of its Pollution Control Revenue Bonds, 2001 Series A (Louisville Gas and Electric Company Project) (the "2001 Series A Bonds") pursuant to that 2001 Series A Indenture of Trust, dated as of November 1, 2001 (the "2001 Series A Indenture") by and between the Issuer and Deutsche Bank Trust Company Americas, as successor trustee (the "Trustee"). The proceeds of the 2001 Series A Bonds were loaned to the Company and the Company agreed to make payments sufficient to pay the principal and purchase price, premium, if any, and interest on the 2001 Series A Bonds and certain other expenses pursuant to that 2001 Series A Loan Agreement, dated as of November 1, 2001 (the "2001 Series A Loan Agreement") by and between the Issuer and the Company. The Company and UBS Securities LLC had previously entered into a Remarketing Agreement relating to the 2001 Series A Bonds. Effective September 16, 2008, UBS Securities LLC has resigned as remarketing agent. At the request of the Company, and pursuant to the terms of the 2001 Series A Indenture, the Issuer has approved the appointment of Merrill Lynch, Pierce, Fenner & Smith Incorporated as remarketing agent for the 2001 Series A Bonds. Each capitalized term not otherwise defined herein shall have the meaning given to such term in the 2001 Series A Indenture.

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, Merrill Lynch, Pierce, Fenner & Smith Incorporated hereby accepts its appointment as Remarketing Agent for the 2001 Series A Bonds and hereby agrees to perform the duties and obligations imposed upon it as Remarketing Agent under the 2001 Series A Indenture and hereunder, and agrees to keep such books and records with respect to its duties as Remarketing Agent under the 2001 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 2001

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 Company represents, warrants and covenants to and with the Remarketing Agent that, with respect to any remarketing of the 2001 Series A Bonds the representations, warranties and covenants contained in the Inducement Letter 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 an annual or quarterly financial report as filed with a nationally recognized municipal securities information repository (NRMSIR) 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 2001 Series A Bonds by the Remarketing Agent;

(b) the representations and warranties contained in the 2001 Series A Loan Agreement with respect to the Company are true and correct as of their date and are true and correct as of the date hereof 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 2001 Series A Bonds (or Beneficial Owner of the 2001 Series A Bonds) in connection with the 2001 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 2001 Series A 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 2001 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 2001 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 4 hereof) would be or become false or misleading in any material respect, (ii) any replacement of the Trustee or Paying Agent under the 2001 Series A Indenture, (iii) any event of default under the 2001 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 2001 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 2001 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 2001 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 2001 Series A Bonds, (viii) a mandatory tender, exchange or call for redemption of one or more of the 2001 Series A Bonds, (ix) any change in the Interest Rate Mode with respect to any of the 2001 Series A Bonds and (x) each material amendment, modification or supplement to the 2001 Series A Indenture.

3. Fees and Expenses. From the date of their initial issuance, the 2001 Series A Bonds will accrue interest at a Flexible Rate and be subject to mandatory purchase and conversion as provided in the 2001 Series A Indenture. The 2001 Series A Bonds are not subject to purchase on demand of the owners of the 2001 Series A Bonds during this initial Rate Period. The Company shall pay the Remarketing Agent, as compensation for its services hereunder a fee equal to [\$1.00 per \$1,000] of the outstanding 2001 Series A Bonds during each calendar year. If the 2001 Series A Bonds are subject to mandatory purchase or if the Company elects to convert the interest rate mode of the 2001 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, a fee that will be agreed to by the parties prior to the date of remarketing of such 2001 Series A Bonds in accordance with the then prevailing market conditions. The Company will pay all expenses of delivering remarketed 2001 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. 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 2001 Series A Bonds accruing interest at the Dutch Auction Rate, the Annual Rate or the Long Term Rate.

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 2001 Series A Bonds, the Remarketing Agent will notify the Company and the Company will, or will 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 2001 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 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. 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 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, (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 "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 2001 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 2001 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.

(a) 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 "THE BONDS -- Remarketing Agent" or otherwise furnished in writing by the Remarketing Agent expressly for use in the Disclosure Document.

(b) 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 you 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.

(c) 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.

(d) 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 2001 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. In setting the interest rates on the 2001 Series A Bonds, the Remarketing Agent shall not be liable for any error made in good faith. The obligation of the Remarketing Agent to remarket the 2001 Series A Bonds hereunder shall be on a best effort basis.

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 2001 Series A Indenture). The Remarketing Agent may resign at any time, following thirty (30) 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 2001 Series A Bonds with immediate effect if it determines, in its reasonable judgment, that it is not advisable to attempt to remarket the 2001 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 2001 Series A Bonds, (vi) an imposition of material restrictions on the 2001 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.

(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 2001 Series A Indenture and the Remarketing Agent shall pay over, assign and deliver any moneys and 2001 Series A Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

8. Dealing in 2001 Series A Bonds by Remarketing Agent. The Remarketing Agent, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the 2001 Series A 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 2001 Series A 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.

9. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any 2001 Series A 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.

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 Louisville Gas and Electric Company, 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer; and if sent to the Remarketing Agent, to 4 World Financial Center, 9th Floor, New York, New York 10080, Attention: Municipal Markets Department / Mona Payton, which is hereby designated as the Remarketing Agent's principal office for the purpose of the 2001 Series A Indenture.

11. Amendments. The Company agrees not to consent to any amendment of the 2001 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.

LOUISVILLE GAS AND ELECTRIC COMPANY

By:  _____

Name: Daniel K. Arbough

Title: Treasurer

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED, as the Remarketing Agent

By: _____

Name: Matthew Harblin

Title: Director

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.

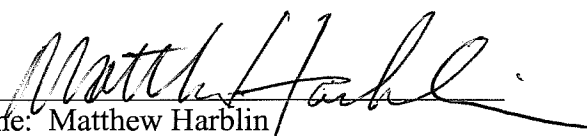
LOUISVILLE GAS AND ELECTRIC COMPANY

By: _____

Name: Daniel K. Arbough

Title: Treasurer

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED, as the Remarketing Agent

By: 

Name: Matthew Harblin

Title: Director

COUNTY OF TRIMBLE, KENTUCKY
\$41,665,000
POLLUTION CONTROL REVENUE BONDS, 2002 SERIES A
(LOUISVILLE GAS AND ELECTRIC COMPANY PROJECT)

AUCTION AGENT AGREEMENT

This Auction Agent Agreement dated (“the Agreement”) as of October 1, 2002 between LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky 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 Trimble, Kentucky (the “Issuer”) and Deutsche Bank Trust Company Americas, as trustee (the “Trustee”).

WHEREAS, the Issuer proposes to issue \$41,665,000 aggregate principal amount of its Pollution Control Revenue Bonds, 2002 Series A (Louisville Gas and Electric Company Project) (hereinafter referred to as the “2002 Series A 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 A 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 A 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 A 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 A 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 A 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 A 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 A Bond. UBS PaineWebber Inc., as initial Broker-Dealer, is required, pursuant to the Broker-Dealer Agreement, 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-Dealer 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 A 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 A Bonds, the Auction Agent shall, at least three Business Days prior to the redemption date or tender date with respect to such 2002 Series A 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 A 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 A 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 A Bonds are to be redeemed or tendered) the aggregate principal amount of such 2002 Series A 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 A Bonds shown in the Existing Holder Registry.

(iii) The Auction Agent shall register in the Existing Holder Registry a transfer of 2002 Series A 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 A Bonds and the seller failed to deliver such 2002 Series A Bonds or (ii) sold any 2002 Series A Bonds and the purchaser failed to make payment to such person upon delivery to the purchaser of such 2002 Series A Bonds.

(iv) Not later than 12:00 Noon on the Business Day preceding each Auction Date, the Auction Agent shall notify the Broker-Dealer of the aggregate principal amount of 2002 Series A 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 A Bonds from the immediately preceding notice.

(v) The Auction Agent may, but shall not be required to, request that the Broker-Dealer, as set forth in the Broker-Dealer Agreement, provide the Auction Agent with a list of its customers that such Broker-Dealer believes are Existing Holders of 2002 Series A 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-Dealer 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 A 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 A 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 A 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 A 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 A 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 A Bonds for each subsequent Auction Period commencing after delivery of 2002 Series A 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-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 2002 Series A 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-Dealer 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-Dealer 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-Dealer 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-Dealer 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-Dealer 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-Dealer 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 UBS PaineWebber Inc., as initial Broker-Dealer. 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 A 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-Dealer 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 A Bonds under federal or state securities laws in respect of the sufficiency or the conformity of any transfer of the 2002 Series A Bonds to the terms of the Agreement, the Broker-Dealer Agreement, 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 A Bonds, the Indenture or any offering materials used in connection with the sale of the 2002 Series A 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-Dealer 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 A 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-Dealer shall be entitled to receive a fee for all services rendered by it under the Broker-Dealer Agreement 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 A 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 the 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-Dealer 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-Dealer pursuant to Section 5.5(a) hereof. The Auction Agent shall pay to the Broker-Dealer the amount payable to such 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-Dealer 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 Agreement, 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 A 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 A 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,

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.

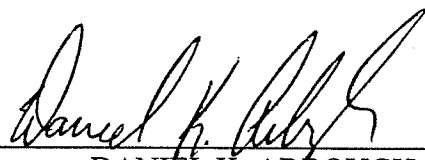
6.8 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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.

LOUISVILLE GAS AND ELECTRIC 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.

LOUISVILLE GAS AND ELECTRIC COMPANY

By _____
DANIEL K. ARBOUGH
Treasurer

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Auction Agent

By _____
Lisa McDermid
Lisa McDermid
Associate

EXHIBIT A

COUNTY OF TRIMBLE, KENTUCKY

\$41,665,000

**POLLUTION CONTROL REVENUE BONDS, 2002 SERIES A
(LOUISVILLE GAS AND ELECTRIC COMPANY PROJECT)**

BROKER-DEALER AGREEMENT

This Broker-Dealer Agreement dated as of October 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 Louisville Gas and Electric Company, a Kentucky corporation (the “Company”), is entered into pursuant to authority granted to it in the Auction Agent Agreement dated as of October 1, 2002 (the “Auction Agent Agreement”) between the Company and the Auction Agent, and UBS PAINWEBBER INC. (together with its successors and assigns, the “BD”).

WHEREAS, the County of Trimble, Kentucky (the “Issuer”) has issued \$41,665,000 aggregate principal amount of its Pollution Control Revenue Bonds, 2002 Series A (Louisville Gas and Electric 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 October 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. Subject to Section 4.1, 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 UBS PaineWebber 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 UBS PaineWebber 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. If the Company appoints a BD other than UBS PaineWebber Inc., UBS PaineWebber Inc. may terminate this Agreement without consent of the Company upon five days' prior notice to the Company provided that any such termination shall automatically terminate UBS PaineWebber Inc. as Market Agent and such termination shall be effective upon appointment of a successor Market Agent by the Company. 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:	UBS PaineWebber Inc. 1285 Avenue of the Americas, 15th Floor New York, New York 10019 Attention: Short Term Desk Telephone No.: (212) 713-4692 Facsimile No.: (212) 713-3797
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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
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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)

UBS PAINWEBBER 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)

\$41,665,000
County of Trimble, Kentucky
Pollution Control Revenue Bonds, 2002 Series A
(Louisville Gas and Electric 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 \$5,000.

EXHIBIT C to
Broker-Dealer Agreement

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

\$41,665,000
County of Trimble, Kentucky
Pollution Control Revenue Bonds, 2002 Series A
(Louisville Gas and Electric 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 \$5,000.

EXHIBIT D to
Broker-Dealer Agreement

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

\$41,665,000
County of Trimble, Kentucky
Pollution Control Revenue Bonds, 2002 Series A
(Louisville Gas and Electric 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: _____

** Bonds may only be transferred in units of \$5,000.

Exhibit B

NOTICE OF FEE RATE CHANGE

\$41,655,000
County of Trimble, Kentucky
Pollution Control Revenue Bonds, 2002 Series A
(Louisville Gas and Electric 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: _____

\$35,000,000
COUNTY OF JEFFERSON, KENTUCKY
POLLUTION CONTROL REVENUE BONDS
2001 SERIES B
(LOUISVILLE GAS AND ELECTRIC COMPANY PROJECT)

REMARKETING AGREEMENT

This REMARKETING AGREEMENT (this "Agreement"), dated as of September 19, 2008, is by and between Louisville Gas and Electric Company (the "Company") and Morgan Stanley & Co. Incorporated (the "Remarketing Agent").

The Company has requested the County of Jefferson, Kentucky (the "Issuer") to issue \$35,000,000 outstanding principal amount of its Pollution Control Revenue Bonds, 2001 Series B (Louisville Gas and Electric Company Project) (the "2001 Series B Bonds") pursuant to that 2001 Series B Indenture of Trust, dated as of November 1, 2001 (the "2001 Series B Indenture") by and between the Issuer and Deutsche Bank Trust Company Americas, as successor trustee (the "Trustee"). The proceeds of the 2001 Series B Bonds were loaned to the Company and the Company agreed to make payments sufficient to pay the principal and purchase price, premium, if any, and interest on the 2001 Series B Bonds and certain other expenses pursuant to that 2001 Series B Loan Agreement, dated as of November 1, 2001 (the "2001 Series B Loan Agreement") by and between the Issuer and the Company. The Company and UBS Securities LLC had previously entered into a Remarketing Agreement relating to the 2001 Series B Bonds. Effective September 16, 2008, UBS Securities LLC has resigned as remarketing agent. At the request of the Company, and pursuant to the terms of the 2001 Series B Indenture, the Issuer has approved the appointment of Morgan Stanley & Co. Incorporated as remarketing agent for the 2001 Series B Bonds. Each capitalized term not otherwise defined herein shall have the meaning given to such term in the 2001 Series B Indenture.

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, Morgan Stanley & Co. Incorporated hereby accepts its appointment as Remarketing Agent for the 2001 Series B Bonds and hereby agrees to perform the duties and obligations imposed upon it as Remarketing Agent under the 2001 Series B Indenture and hereunder, and agrees to keep such books and records with respect to its duties as Remarketing Agent under the 2001 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. The Remarketing Agent represents that it

routinely engages in the remarketing of municipal securities such as the 2001 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 Agent that:

(a) the Company represents, warrants and covenants to and with the Remarketing Agent that, with respect to any remarketing of the 2001 Series B Bonds the representations, warranties and covenants contained in the Inducement Letter 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 an annual or quarterly financial report as filed with a nationally recognized municipal securities information repository (NRMSIR) 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 2001 Series B Bonds by the Remarketing Agent;

(b) the representations and warranties contained in the 2001 Series B Loan Agreement with respect to the Company are true and correct as of their date and are true and correct as of the date hereof 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 2001 Series B Bonds (or Beneficial Owner of the 2001 Series B Bonds) in connection with the 2001 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 2001 Series B 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 2001 Series B 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 2001 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 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 4 hereof) would be or become false or misleading in any material respect, (ii) any replacement of the Trustee or Paying Agent under the 2001 Series B Indenture, (iii) any event of default under the 2001 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 2001 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 2001 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 2001 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 2001 Series B Bonds, (viii) a mandatory tender, exchange or call for redemption of one or more of the 2001 Series B Bonds, (ix) any change in the Interest Rate Mode with respect to any of the 2001 Series B Bonds and (x) each material amendment, modification or supplement to the 2001 Series B Indenture.

3. Fees and Expenses. From the date of their initial issuance, the 2001 Series B Bonds will accrue interest at a Flexible Rate and be subject to mandatory purchase and conversion as provided in the 2001 Series B Indenture. The 2001 Series B Bonds are not subject to purchase on demand of the owners of the 2001 Series B Bonds during this initial Rate Period. The Company shall pay the Remarketing Agent, as compensation for its services hereunder a fee equal to [\$1.00 per \$1,000] of the outstanding 2001 Series B Bonds during each calendar year. If the 2001 Series B Bonds are subject to mandatory purchase or if the Company elects to convert the interest rate mode of the 2001 Series B 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 2001 Series B Bonds in accordance with the then prevailing market conditions. The Company will pay all expenses of delivering remarketed 2001 Series B 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 2001 Series B Bonds accruing interest at the Dutch Auction Rate, the Annual Rate or the Long Term Rate.

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 2001 Series B Bonds, the Remarketing Agent will notify the Company and the Company will, or will 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 2001 Series B 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 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. 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 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, (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 "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 2001 Series B 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 2001 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 Agent, without charge, as many copies of the Official Statement and any amendment or supplement thereto as the Remarketing Agent may reasonably request.

(a) 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 "THE BONDS -- Remarketing Agent" or otherwise furnished in writing by the Remarketing Agent expressly for use in the Disclosure Document.

(b) 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 you 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.

(c) 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.

(d) 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 2001 Series B 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. In setting the interest rates on the 2001 Series B Bonds, the Remarketing Agent shall not be liable for any error made in good faith. The obligation of the Remarketing Agent to remarket the 2001 Series B Bonds hereunder shall be on a best effort basis.

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 2001 Series B Indenture). The Remarketing Agent may resign at any time, following thirty (30) 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 2001 Series B Bonds with immediate effect if it determines, in its reasonable judgment, that it is not advisable to attempt to remarket the 2001 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 2001 Series B Bonds, (vi) an imposition of material restrictions on the 2001 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.

(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 2001 Series B Indenture and the Remarketing Agent shall pay over, assign and deliver any moneys and 2001 Series B Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

8. Dealing in 2001 Series B Bonds by Remarketing Agent. The Remarketing Agent, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the 2001 Series B 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 2001 Series B 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.

9. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any 2001 Series B 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.

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 Louisville Gas and Electric Company, 220 West Main Street, Louisville, Kentucky 40202, 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 2001 Series B Indenture.

11. Amendments. The Company agrees not to consent to any amendment of the 2001 Series B 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.

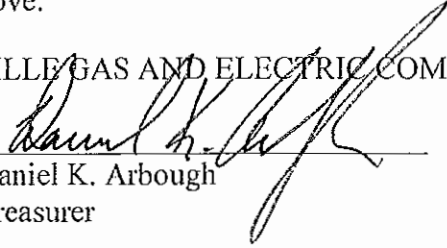
13. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

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.

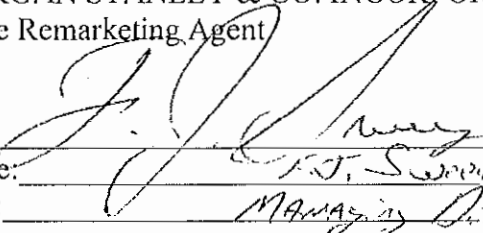
LOUISVILLE GAS AND ELECTRIC COMPANY

By: 

Name: Daniel K. Arbough

Title: Treasurer

MORGAN STANLEY & CO. INCORPORATED,
as the Remarketing Agent

By: 

Name: F.T. Sweeney

Title: Managing Director

\$35,000,000
Louisville/Jefferson County Metro Government, Kentucky
Pollution Control Revenue Bonds,
2001 Series B,
(Louisville Gas and Electric Company Project)

\$35,000,000
County of Trimble, Kentucky
Pollution Control Revenue Bonds,
2001 Series B,
(Louisville Gas and Electric Company Project)

**REMARKETING AND BOND PURCHASE
AGREEMENT**

November 24, 2014

To the Representative of the
Initial Agents and Remarketing Agent
(as defined herein)

Ladies and Gentlemen:

Louisville Gas and Electric Company, a Kentucky corporation (the "Company") hereby offers to enter into this Remarketing and Bond Purchase Agreement (this "Agreement") with Morgan Stanley & Co. LLC, as representative (the "Representative") of the several parties named in Schedule I, in their respective capacities as initial co-remarketing agents (each, an "Initial Agent" and collectively, the "Initial Agents") and, following the Conversion (as defined below) and the subsequent re-selling of the Bonds, but solely with respect to Morgan Stanley & Co. LLC, as remarketing agent (the "Remarketing Agent") of each of the series of Bonds (as defined below) identified on Schedule I, and upon your acceptance, this offer will be binding upon each Initial Agent, the Remarketing Agent and the Company. Terms capitalized but not otherwise defined herein shall have the meanings assigned thereto in the Indentures (as defined below).

RECITALS:

WHEREAS, at the request of the Company, (i) the Louisville/Jefferson County Metro Government, Kentucky, as successor in interest to the County of Jefferson, Kentucky ("Jefferson County"), issued \$35,000,000 Pollution Control Revenue Bonds, 2001 Series B (Louisville Gas and Electric Company Project) (the "Jefferson County Bonds") under and pursuant to an Indenture of Trust dated as of November 1, 2001, as amended by Supplemental Indenture No. 1

dated as of September 1, 2010 (as further amended, modified or supplemented from time to time, the "Jefferson County Indenture Indenture") by and between Jefferson County and U.S. Bank National Association, as successor trustee, paying agent and bond registrar (the "Jefferson County Trustee"), and (ii) the County of Trimble, Kentucky ("Trimble County"), issued \$35,000,000 Pollution Control Revenue Bonds, 2001 Series B (Louisville Gas and Electric Company Project) (the "Trimble County Bonds" and together with the Jefferson County Bonds, the "Bonds") under and pursuant to an Indenture of Trust dated as of November 1, 2001, as amended by Supplemental Indenture No. 1 dated as of September 1, 2010 (as further amended, modified or supplemented from time to time, the "Trimble County Indenture" and together with the Jefferson County Indenture, the "Indentures") by and between Trimble County and U.S. Bank National Association, as successor trustee, paying agent and bond registrar (the "Trimble County Trustee" and together with the Jefferson County Trustee, the "Trustees");

WHEREAS, the Bonds currently bear interest at the Flexible Rate;

WHEREAS, in accordance with the terms of the Indentures, the Company has given notice of conversion of the interest rate mode of the Jefferson County Bonds and the Trimble County Bonds to a Long Term Rate (the "Conversion"), in each case, with such conversion to occur on December 15, 2014 (the "Conversion Date"); and

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

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 each Initial Agent that:

(a) the Company is a corporation duly organized and validly existing under the laws of the Commonwealth of Kentucky, is qualified to do business as a foreign corporation in Indiana, 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 November 24, 2014 (the "Reoffering Circular"), including Appendix A thereto, relating to the Bonds (such Reoffering Circular, together with Appendix A 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 Preliminary Reoffering Circular, dated November 12, 2014, including Appendix A thereto, relating to the Bonds (such as the Preliminary Reoffering Circular, together with Appendix A thereto, the "Preliminary Reoffering Document") and the Final Reoffering Document;

(d) all descriptions and information contained in the Preliminary Reoffering Document, including without limitation information relating to the Jefferson County Project and the Trimble County Project (each, as defined in the Preliminary Reoffering Circular and Final Reoffering Circular, and collectively, the "Projects"), the Bonds, the Company, the Company's participation in the transactions contemplated by the Indentures, the Loan Agreement, dated as of November 1, 2001, as amended by Amendment No. 1 to Loan Agreement dated as of September 1, 2010, by and between the Company and Jefferson County relating to the Jefferson County Bonds (as amended, modified or supplemented from time to time, the "Jefferson County Loan Agreement"), and the Loan Agreement dated as of November 1, 2001, as amended by Amendment No. 1 to Loan Agreement dated as of September 1, 2010, by and between the Company and Trimble County, relating to the Trimble County Bonds (as amended, modified or supplemented from time to time, the "Trimble County Loan Agreement" and together with the Jefferson County Loan Agreement, the "Loan Agreements"), 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, and as of its date and as of the Closing Time, all descriptions and information contained in the Final Reoffering Document, including without limitation information relating to the Projects, the Bonds, the Company, and the Company's participation in the transactions contemplated by the Indentures and each of the Loan Agreements will be true and correct and will 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 light of the circumstances under which they are made, not misleading; *provided* that none of the representations and warranties in this Agreement shall apply to statements in or omissions from, the Preliminary Reoffering Document or the Final Reoffering Document made in reliance upon and in conformity with information furnished in writing by the Initial Agents expressly for use in the Preliminary Reoffering Document or the Final Reoffering Document;

(e) the Company has the full power and authority to execute and deliver this Agreement and the Continuing Disclosure Agreements, each dated December 15, 2014 (the "Continuing Disclosure Agreements"), executed and delivered by the Company to the Trustees, and to perform its obligations hereunder and thereunder and to engage in the transactions contemplated hereby and by the Preliminary Reoffering Document or the Final Reoffering Document, and this Agreement and the Continuing Disclosure Agreements have been duly authorized by the Company and, when executed, each 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 Preliminary Reoffering Document or the Final Reoffering Document. Neither the execution, delivery and performance of this Agreement, the Continuing Disclosure Agreements 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 or 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 Initial Agents pursuant to this Agreement with respect to the use of the proceeds from the Bonds and the facilities constituting the Projects, 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) except as described in the Final Reoffering Document, 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 Initial Agents of the Preliminary Reoffering Document, the Final Reoffering Document 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 Initial Agents prior to the date hereof of the Preliminary Reoffering Document and the Final Reoffering Document and consents to the distribution of both the Preliminary Reoffering Document and the Final Reoffering Document. As of its date, the Preliminary Reoffering Document was deemed "final" by the Company for purposes of paragraph (b)(i) of Rule 15c2-12, except information permitted to be omitted therefrom by Rule 15c2-12. 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 Indentures and the Loan Agreements;

(k) except as contemplated in the Preliminary Reoffering Document or 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 Preliminary Reoffering Document, the Final Reoffering Document or any supplement or amendment thereto or (iii) have a material adverse effect on the transactions contemplated by this Agreement, the Continuing Disclosure Agreements, the Preliminary Reoffering Document or the Final Reoffering Document or have a material adverse effect on the validity or enforceability of the Bonds or the Indentures;

(l) the properties of the Company referred to in the Preliminary Reoffering Document and Final Reoffering Document are owned in fee simple or are held under valid leases, in each case subject only to (i) the lien of the First Mortgage Indenture, (ii) 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 (iii) 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 Preliminary Reoffering Document or 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, the Continuing Disclosure Agreements, the Preliminary Reoffering Document 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 Representative and its counsel in their 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 Representative 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 (i) the date which is the 25th day following the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the Closing Time, the Company will furnish to the Representative, promptly upon transmission thereof, copies of such financial statements and reports as it shall file with its shareholders;

(p) the Company will advise the Representative promptly of the institution of any legal or regulatory proceedings affecting the use of the Preliminary Reoffering Document or 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 Representative, 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 the Initial Agents a sufficient number of copies to permit the Initial Agents 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 Representative 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 Agreements, this Agreement and the Indentures, the Company will consummate the transactions contemplated by this Agreement, the Preliminary Reoffering Document and the Final Reoffering Document to be consummated by the Company; and

(s) the representations and warranties of the Company contained in the Loan Agreements 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 Agreements.

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

(a) Remarketing.

(1) This Agreement amends and supplements (i) the Remarketing Agreement, dated September 19, 2008, between the Company and Morgan Stanley & Co. LLC, relating to the Jefferson County Bonds, and (ii) the Remarketing Agreement, dated September 19, 2008, between the Company and Morgan Stanley & Co. LLC, relating to the Trimble County Bonds, in each case, as contemplated by Section 11 of such agreements.

(2) In accordance with the terms of the Indentures, (i) each of the Initial Agents (to the extent applicable) agrees to and accepts its appointment as an Initial Agent of each of the Jefferson County Bonds and the Trimble County Bonds in connection with the Conversion and the remarketing of the Bonds, and each Initial Agent agrees to perform all of its respective obligations set forth in the applicable Indenture with respect to the contemplated remarketing, and (ii) Morgan Stanley & Co. LLC, as the sole Remarketing Agent of the Bonds following the Conversion and the initial remarketing on the Conversion Date, agrees to and accepts its appointment as the Remarketing Agent of the Bonds, and agrees to perform all of its obligations set forth in the applicable Indenture with respect to a contemplated remarketing.

(3) The Company shall indemnify, hold harmless and defend each of the Initial Agents and the Remarketing Agent and their respective officers, directors, employees, attorneys and agents (collectively, "Additional Indemnified Parties") to the extent provided in Section 6 of this Agreement with respect to the Initial Agents, the Remarketing Agent 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.

(b) 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 Representative, in its capacity as representative of the Initial Agents on the Conversion Date, hereby 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 of the Bonds (the "Purchase Price") and the Long Term Rate for the Bonds are set forth in Schedule II hereto, and the Bonds shall otherwise have such terms and provisions as set forth in the Preliminary Reoffering Document and the Final Reoffering Document.

(2) The Bonds currently bear interest at the Flexible Rate and shall convert to the Long Term Rate on the Conversion Date pursuant to the terms of the applicable Indenture.

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

(4) At 10:00 A.M., Louisville time, on December 15, 2014, or at such other time and/or date as shall have been mutually agreed upon by the Company and the Representative (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 Representative, on behalf of the Initial Agents, the Bonds, in book-entry form; and the Representative, on behalf of the Initial Agents, 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 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 Representative.

(5) As compensation for the transactions contemplated herein, the Company agrees to pay to the Representative a fee of \$113,750.00 for each of the Jefferson County Bonds and the Trimble County Bonds (for an aggregate fee of \$227,500.00) at the Closing Time in New York federal or similar same day funds, exclusive of the out-of-pocket expenses of the Representative. The Representative, on behalf of itself and the other Initial Agents and the Remarketing Agent, 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.

(c) Reoffering.

(1) The Initial Agents agree to make a reoffering of the Bonds in the manner set forth herein and as described in the Preliminary Reoffering Document and Final Reoffering Document at a reoffering price equal to the respective Purchase Price of the Bonds.

(2) The Company agrees to deliver to the Representative, at such address as the Representative shall specify, as many copies of the Final Reoffering Document as the Representative 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.

(3) In order to assist the Initial Agents in complying with Rule 15c2-12, the Company will execute and deliver the Continuing Disclosure Agreements.

SECTION 3. CONDITIONS TO THE INITIAL AGENTS' OBLIGATIONS.

The obligations of the Initial Agents 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 Preliminary Reoffering Document and the Final Reoffering Document shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative;

(c) at the time of the Closing, the Representative shall have received a letter from Ernst & Young LLP in form and substance satisfactory to the Representative, dated as of the date of the Closing Time, 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, 2013, 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 10, 2014 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, 2013; 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 Preliminary Reoffering Document and 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 Initial Agent; 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, 2013, December 31, 2012 and December 31, 2011, and for the nine months ended September 30, 2014 and September 30, 2013, contained in Appendix A to the Preliminary Reoffering Document and the Final Reoffering Document and identified for such purpose by the Initial Agents or their 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 Initial Agents with only such changes therein as the Representative and the Company shall mutually agree upon;

(e) at the Closing Time, the Representative, on behalf of the Initial Agents, 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-1 to the Final Reoffering Document, (ii) Jones Day, counsel for the Company, in a form reasonably satisfactory to the Representative, (iii) Gerald A. Reynolds, Esq., General Counsel, Chief Compliance Officer and Corporate Secretary of the Company, in a form reasonably satisfactory to the Representative and (iv) McGuireWoods LLP, counsel to the Initial Agents, which shall be satisfactory to the Representative;

(2) a certificate, satisfactory in form and substance to the Representative, 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, the Loan Agreements, the Continuing Disclosure Agreements, the Indenture dated as of October 1, 2010 (the "First Mortgage Indenture") between the Company and The Bank of New York Mellon (the "First Mortgage Trustee") and the Supplemental Indenture dated as of October 15, 2010 (the "Supplemental Indenture") between the Company and the First Mortgage Trustee, pursuant to which the First Mortgage Bonds were issued on October 22, 2010, (ii) each of the representations and warranties of the Company contained in this Agreement, the Loan Agreements, the First Mortgage Indenture and the Supplemental Indenture 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 the Preliminary Reoffering Document or Final Reoffering Document as in effect on the date of this Agreement;

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

(4) 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;

(5) true copies of the Jefferson County Bonds and the Trimble County Bonds, including any addendums thereto;

(6) certificates of one or more authorized officers of the Trustees, dated the Closing Time, as to the due conversion and remarketing of the applicable Bonds;

(7) 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; and

(8) such additional certificates, opinions and other documents as the Representative 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 Representative and in form and scope to the Initial Agents' counsel; and

(f) at or prior to the Closing Time, the Bonds shall have been rated at least "A1" by Moody's Investors Service, Inc. and "A-" by Standard & Poor's Ratings Service and evidence of each such ratings shall have been delivered to the Representative.

SECTION 4. TERMINATION.

The Initial Agents shall have the right to cancel their obligations hereunder to purchase and reoffer the Bonds (and such cancellation hereunder shall not constitute a default for purposes of Section 8 hereof) by the Representative notifying the Company in writing or by facsimile of

their election to do so between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time:

(a) 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 Preliminary Reoffering Document and the Final Reoffering Document under the headings "Tax Treatment", and which, in any such case, in the Representative's opinion, would make it impracticable to market the Bonds on the terms and in the manner contemplated in the Preliminary Reoffering Document and the Final Reoffering Document;

(b) legislation shall be passed by the House of Representatives or the Senate of 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;

(c) 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 Initial Agents expressly for use therein); or

(d) in the Representative'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 Initial Agents; (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

Representative'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 Initial Agents to enforce contracts for the sale of the Bonds.

SECTION 5. CONDITIONS OF THE COMPANY'S OBLIGATIONS.

The Company's obligations hereunder are subject to the Initial Agents' 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 each Initial Agent and the Remarketing Agent, each of its respective directors, officers, employees and agents, and each person, if any, who controls the Initial Agent or Remarketing Agent 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, joint or several, whatsoever caused by any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Reoffering Document or the Final Reoffering Document or caused by any omission or alleged omission from the Preliminary Reoffering Document or 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 such Initial Agent; *provided* that the foregoing indemnity with respect to the Preliminary Reoffering Document or the Final Reoffering Document shall not inure to the benefit of the Initial Agents or the Remarketing Agent, as applicable, if the person asserting such losses, claims, damages, liabilities or expenses had not been sent or given a copy of the Preliminary Reoffering Document or the Final Reoffering Document made available by the Company which corrected such untrue statement or omission by or on behalf of the Initial Agents 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) Each Initial Agent severally and not jointly 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 Preliminary Reoffering Document or the Final Reoffering Document or caused by any omission or alleged omission from the Preliminary Reoffering Document or 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 such Initial Agent expressly for use in the Preliminary Reoffering Document or the Final Reoffering Document. This indemnity agreement will be in addition to any liability which the Initial Agents 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 Initial Agents on the other from the offering of the Bonds; *provided*, that each Initial Agent's obligation to contribute to such losses, claims, damages or liabilities (or actions in respect thereof) hereunder shall be several and not joint. 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 an Initial Agent 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 an Initial Agent 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 an Initial Agent. 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 an Initial Agent 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, no Initial Agent shall 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 such Initial 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 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 any Initial Agent 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 such Initial Agent, 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 any Initial Agent 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 Initial Agents, the Initial Agents 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 Initial Agents (unless such sale shall have been prevented at the Closing Time by their 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) McGuireWoods LLP, as counsel to the Initial Agents, 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, and (iv) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, the Preliminary Reoffering Document, 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. USE OF REOFFERING DOCUMENT.

The Company hereby ratifies and confirms the Initial Agents' authority to use the Preliminary Reoffering Document.

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 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer and any notice or other communication

to be given to the Representative by delivering the same in writing to Morgan Stanley & Co. LLC, 1221 Avenue of the Americas, 30th Floor, New York, New York 10020, Facsimile: (212) 507-2375, Attention: Francis Sweeney, Managing Director.

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; PARTIES ACTING AS PRINCIPALS.

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.

The Company acknowledges and agrees that: (i) the primary role of the Initial Agents, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Company and the Initial Agents and the Initial Agents have financial and other interests that differ from those of the Company; (ii) the Initial Agents are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Company and have not assumed any advisory or fiduciary responsibility to the Company with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Initial Agents have provided other services or are currently providing other services to the Company on other matters); (iii) the only obligations the Initial Agents have to the Company with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Company has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

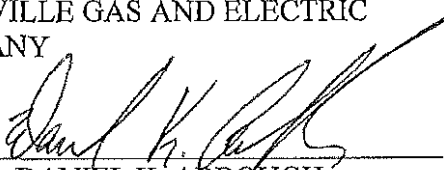
[signature page immediately follows]

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

Yours truly,

LOUISVILLE GAS AND ELECTRIC
COMPANY

By: _____



DANIEL K. ARBOUGH

Treasurer

Agreed and accepted as of the date first above written:

MORGAN STANLEY & CO. LLC, as Representative for the
Initial Agents, and acknowledged as Remarketing Agent

By: _____

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

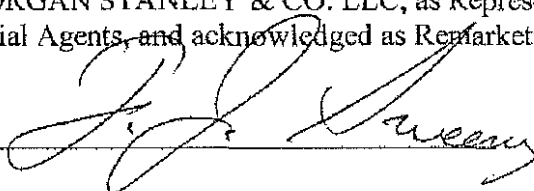
Yours truly,

LOUISVILLE GAS AND ELECTRIC
COMPANY

By: _____
DANIEL K. ARBOUGH
Treasurer

Agreed and accepted as of the date first above written:

MORGAN STANLEY & CO. LLC, as Representative for the
Initial Agents, and acknowledged as Remarketing Agent

By:  _____

SCHEDULE I

Initial Agents

Morgan Stanley & Co. LLC
Merrill Lynch, Pierce, Fenner & Smith Incorporated

<u>Remarketing Agent</u>	<u>Bonds</u>	<u>Principal Amount of the Bonds</u>
Morgan Stanley & Co. LLC	Jefferson County Bonds	\$35,000,000
Morgan Stanley & Co. LLC	Trimble County Bonds	\$35,000,000

SCHEDULE II

DESCRIPTION OF THE BONDS

Jefferson County Bonds

Total Principal Amount of the Jefferson County Bonds --	\$35,000,000
Date of Conversion to Long Term Rate --	December 15, 2014
Long Term Rate --	1.35%
Mandatory Purchase Date of Jefferson County Bonds --	May 1, 2018
Purchase Price of Jefferson County Bonds --	100% of the principal amount, plus accrued interest, if any

Trimble County Bonds

Total Principal Amount of the Trimble County Bonds --	\$35,000,000
Date of Conversion to Long Term Rate --	December 15, 2014
Long Term Rate --	1.35%
Mandatory Purchase Date of Trimble County Bonds --	May 1, 2018
Purchase Price of Trimble County Bonds --	100% of the principal amount, plus accrued interest, if any

\$27,500,000
COUNTY OF TRIMBLE, KENTUCKY
POLLUTION CONTROL REVENUE BONDS
2001 SERIES A
(LOUISVILLE GAS AND ELECTRIC COMPANY PROJECT)

REMARKETING AGREEMENT

This REMARKETING AGREEMENT (this "Agreement"), dated as of September 19, 2008, is by and between Louisville Gas and Electric Company (the "Company") and Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Remarketing Agent").

The Company has requested the County of Trimble, Kentucky (the "Issuer") to issue \$27,500,000 outstanding principal amount of its Pollution Control Revenue Bonds, 2001 Series A (Louisville Gas and Electric Company Project) (the "2001 Series A Bonds") pursuant to that 2001 Series A Indenture of Trust, dated as of November 1, 2001 (the "2001 Series A Indenture") by and between the Issuer and Deutsche Bank Trust Company Americas, as successor trustee (the "Trustee"). The proceeds of the 2001 Series A Bonds were loaned to the Company and the Company agreed to make payments sufficient to pay the principal and purchase price, premium, if any, and interest on the 2001 Series A Bonds and certain other expenses pursuant to that 2001 Series A Loan Agreement, dated as of November 1, 2001 (the "2001 Series A Loan Agreement") by and between the Issuer and the Company. The Company and UBS Securities LLC had previously entered into a Remarketing Agreement relating to the 2001 Series A Bonds. Effective September 16, 2008, UBS Securities LLC has resigned as remarketing agent. At the request of the Company, and pursuant to the terms of the 2001 Series A Indenture, the Issuer has approved the appointment of Merrill Lynch, Pierce, Fenner & Smith Incorporated as remarketing agent for the 2001 Series A Bonds. Each capitalized term not otherwise defined herein shall have the meaning given to such term in the 2001 Series A Indenture.

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, Merrill Lynch, Pierce, Fenner & Smith Incorporated hereby accepts its appointment as Remarketing Agent for the 2001 Series A Bonds and hereby agrees to perform the duties and obligations imposed upon it as Remarketing Agent under the 2001 Series A Indenture and hereunder, and agrees to keep such books and records with respect to its duties as Remarketing Agent under the 2001 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 2001

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 Company represents, warrants and covenants to and with the Remarketing Agent that, with respect to any remarketing of the 2001 Series A Bonds the representations, warranties and covenants contained in the Inducement Letter 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 an annual or quarterly financial report as filed with a nationally recognized municipal securities information repository (NRMSIR) 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 2001 Series A Bonds by the Remarketing Agent;

(b) the representations and warranties contained in the 2001 Series A Loan Agreement with respect to the Company are true and correct as of their date and are true and correct as of the date hereof 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 2001 Series A Bonds (or Beneficial Owner of the 2001 Series A Bonds) in connection with the 2001 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 2001 Series A 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 2001 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 2001 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 4 hereof) would be or become false or misleading in any material respect, (ii) any replacement of the Trustee or Paying Agent under the 2001 Series A Indenture, (iii) any event of default under the 2001 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 2001 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 2001 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 2001 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 2001 Series A Bonds, (viii) a mandatory tender, exchange or call for redemption of one or more of the 2001 Series A Bonds, (ix) any change in the Interest Rate Mode with respect to any of the 2001 Series A Bonds and (x) each material amendment, modification or supplement to the 2001 Series A Indenture.

3. Fees and Expenses. From the date of their initial issuance, the 2001 Series A Bonds will accrue interest at a Flexible Rate and be subject to mandatory purchase and conversion as provided in the 2001 Series A Indenture. The 2001 Series A Bonds are not subject to purchase on demand of the owners of the 2001 Series A Bonds during this initial Rate Period. The Company shall pay the Remarketing Agent, as compensation for its services hereunder a fee equal to [\$1.00 per \$1,000] of the outstanding 2001 Series A Bonds during each calendar year. If the 2001 Series A Bonds are subject to mandatory purchase or if the Company elects to convert the interest rate mode of the 2001 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, a fee that will be agreed to by the parties prior to the date of remarketing of such 2001 Series A Bonds in accordance with the then prevailing market conditions. The Company will pay all expenses of delivering remarketed 2001 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. 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 2001 Series A Bonds accruing interest at the Dutch Auction Rate, the Annual Rate or the Long Term Rate.

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 2001 Series A Bonds, the Remarketing Agent will notify the Company and the Company will, or will 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 2001 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 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. 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 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, (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 "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 2001 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 2001 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.

(a) 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 "THE BONDS -- Remarketing Agent" or otherwise furnished in writing by the Remarketing Agent expressly for use in the Disclosure Document.

(b) 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 you 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.

(c) 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.

(d) 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 2001 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. In setting the interest rates on the 2001 Series A Bonds, the Remarketing Agent shall not be liable for any error made in good faith. The obligation of the Remarketing Agent to remarket the 2001 Series A Bonds hereunder shall be on a best effort basis.

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 2001 Series A Indenture). The Remarketing Agent may resign at any time, following thirty (30) 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 2001 Series A Bonds with immediate effect if it determines, in its reasonable judgment, that it is not advisable to attempt to remarket the 2001 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 2001 Series A Bonds, (vi) an imposition of material restrictions on the 2001 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.

(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 2001 Series A Indenture and the Remarketing Agent shall pay over, assign and deliver any moneys and 2001 Series A Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

8. Dealing in 2001 Series A Bonds by Remarketing Agent. The Remarketing Agent, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the 2001 Series A 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 2001 Series A 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.

9. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any 2001 Series A 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.

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 Louisville Gas and Electric Company, 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer; and if sent to the Remarketing Agent, to 4 World Financial Center, 9th Floor, New York, New York 10080, Attention: Municipal Markets Department / Mona Payton, which is hereby designated as the Remarketing Agent's principal office for the purpose of the 2001 Series A Indenture.

11. Amendments. The Company agrees not to consent to any amendment of the 2001 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.

LOUISVILLE GAS AND ELECTRIC COMPANY

By: _____

Name: Daniel K. Arbough

Title: Treasurer

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED, as the Remarketing Agent

By: _____

Name: Matthew Harblin

Title: Director

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.

LOUISVILLE GAS AND ELECTRIC COMPANY

By: _____

Name: Daniel K. Arbough

Title: Treasurer

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED, as the Remarketing Agent

By: _____

Name: Matthew Harblin

Title: Director

\$27,500,000
County of Trimble, Kentucky
Pollution Control Revenue Bonds,
2001 Series A,
(Louisville Gas and Electric Company Project)

REMARKETING AND BOND PURCHASE
AGREEMENT

November 24, 2014

To the Representative of the
Initial Agents and Remarketing Agent
(as defined herein)

Ladies and Gentlemen:

Louisville Gas and Electric Company, a Kentucky corporation (the "Company") hereby offers to enter into this Remarketing and Bond Purchase Agreement (this "Agreement") with Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative (the "Representative") of the several parties named in Schedule I, in their respective capacities as initial co-remarketing agents (each, an "Initial Agent" and collectively, the "Initial Agents") and, following the Conversion (as defined below) and the subsequent re-selling of the Bonds, but solely with respect to Merrill Lynch, Pierce, Fenner & Smith Incorporated, as remarketing agent (the "Remarketing Agent") of the Bonds (as defined below) identified on Schedule I, and upon your acceptance, this offer will be binding upon each Initial Agent, the Remarketing Agent 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 Trimble, Kentucky (the "Issuer"), issued \$27,500,000 Pollution Control Revenue Bonds, 2001 Series A (Louisville Gas and Electric Company Project) (the "Bonds") under and pursuant to an Indenture of Trust dated as of November 1, 2001, as amended by Supplemental Indenture No. 1 dated as of September 1, 2010 (as further amended, modified or supplemented from time to time, the "Indenture") by and between the Issuer and U.S. Bank National Association, as successor trustee, paying agent and bond registrar (the "Trustee");

WHEREAS, the 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 the Bonds to a Long Term Rate (the "Conversion"), with such conversion to occur on December 15, 2014 (the "Conversion Date"); and

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

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 each Initial Agent that:

(a) the Company is a corporation duly organized and validly existing under the laws of the Commonwealth of Kentucky, is qualified to do business as a foreign corporation in Indiana, 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 November 24, 2014 (the "Reoffering Circular"), including Appendix A thereto, relating to the Bonds (such Reoffering Circular, together with Appendix A 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 Preliminary Reoffering Circular, dated November 12, 2014, including Appendix A thereto, relating to the Bonds (such Preliminary Reoffering Circular, together with Appendix A thereto, the "Preliminary Reoffering Document") and the Final Reoffering Document;

(d) all descriptions and information contained in the Preliminary Reoffering Document, including without limitation information relating to the Project (as defined in the Preliminary Reoffering Circular and Final Reoffering Circular, the "Project"), the Bonds, the Company, the Company's participation in the transactions contemplated by the Indenture and the Loan Agreement, dated as of November 1, 2001, as amended by Amendment No. 1 to Loan Agreement dated as of September 1, 2010, by and between the Company and the Issuer relating to the Bonds (as amended, modified or supplemented from time to time, the "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, and as of its date and as of the Closing Time, all descriptions and information contained in the Final Reoffering Document, including without limitation information relating to the Project, the Bonds, the Company, and the Company's participation in the transactions contemplated by the Indenture and the Loan Agreement will be true and correct and will 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 light of the circumstances under which they are made, not

misleading; *provided* that none of the representations and warranties in this Agreement shall apply to statements in or omissions from, the Preliminary Reoffering Document or the Final Reoffering Document made in reliance upon and in conformity with information furnished in writing by the Initial Agents expressly for use in the Preliminary Reoffering Document or the Final Reoffering Document;

(e) the Company has the full power and authority to execute and deliver this Agreement and the Continuing Disclosure Agreement dated December 15, 2014 (the "Continuing Disclosure Agreement"), executed and delivered by the Company to the Trustee, and to perform its obligations hereunder and thereunder and to engage in the transactions contemplated hereby and by the Preliminary Reoffering Document or the Final Reoffering Document, and this Agreement and the Continuing Disclosure Agreement have been duly authorized by the Company and, when executed, each 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 Preliminary Reoffering Document or the Final Reoffering Document. Neither the execution, delivery and performance of this Agreement, the Continuing Disclosure 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 or 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 Initial Agents pursuant to this Agreement with respect to the use of the proceeds from the Bonds and the 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) except as described in the Final Reoffering Document, 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 Initial Agents of the Preliminary Reoffering Document, the Final Reoffering Document 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 Initial Agents prior to the date hereof of the Preliminary Reoffering Document and the Final Reoffering Document and consents to the distribution of both the Preliminary Reoffering Document and the Final Reoffering Document. As of its date, the Preliminary Reoffering Document was deemed "final" by the Company for purposes of paragraph (b)(i) of Rule 15c2-12, except information permitted to be omitted therefrom by Rule 15c2-12. 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 Preliminary Reoffering Document or 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 Preliminary Reoffering Document, the Final Reoffering Document or any supplement or amendment thereto or (iii) have a material adverse effect on the transactions contemplated by this Agreement, the Continuing Disclosure Agreement, the Preliminary Reoffering Document 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 Preliminary Reoffering Document and Final Reoffering Document are owned in fee simple or are held under valid leases, in each case subject only to (i) the lien of the First Mortgage Indenture, (ii) 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 (iii) 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 Preliminary Reoffering Document or 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, the

Continuing Disclosure Agreement, the Preliminary Reoffering Document 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 Representative and its counsel in their 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 Representative 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 (i) the date which is the 25th day following the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the Closing Time, the Company will furnish to the Representative, promptly upon transmission thereof, copies of such financial statements and reports as it shall file with its shareholders;

(p) the Company will advise the Representative promptly of the institution of any legal or regulatory proceedings affecting the use of the Preliminary Reoffering Document or 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 Representative, 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 the Initial Agents a sufficient number of copies to permit the Initial Agents 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 Representative 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, the Continuing Disclosure Agreement, the Preliminary Reoffering Document 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 AND REOFFERING OF THE BONDS.

(a) Remarketing.

(1) This Agreement amends and supplements the Remarketing Agreement, dated September 19, 2008, between the Company and Merrill Lynch, Pierce, Fenner &

Smith Incorporated, relating to the Bonds, as contemplated by Section 11 of such agreement.

(2) In accordance with the terms of the Indenture, (i) each of the Initial Agents (to the extent applicable) agrees to and accepts its appointment as an Initial Agent of each of the Bonds in connection with the Conversion and the remarketing of the Bonds, and each Initial Agent agrees to perform all of its respective obligations set forth in the Indenture with respect to the contemplated remarketing, and (ii) Merrill Lynch, Pierce, Fenner & Smith Incorporated, as the sole Remarketing Agent of the Bonds following the Conversion and the initial remarketing on the Conversion Date, agrees to and accepts its appointment as the Remarketing Agent of the Bonds, and agrees to perform all of its obligations set forth in the Indenture with respect to a contemplated remarketing.

(3) The Company shall indemnify, hold harmless and defend each of the Initial Agents and the Remarketing Agent and their respective officers, directors, employees, attorneys and agents (collectively, "Additional Indemnified Parties") to the extent provided in Section 6 of this Agreement with respect to the Initial Agents, the Remarketing Agent 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.

(b) 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 Representative, in its capacity as representative of the Initial Agents on the Conversion Date, hereby 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 of the Bonds (the "Purchase Price") and the Long Term Rate for the Bonds are set forth in Schedule II hereto, and the Bonds shall otherwise have such terms and provisions as set forth in the Preliminary Reoffering Document and the Final Reoffering Document.

(2) The Bonds currently bear interest at the Flexible Rate and shall convert to the Long Term Rate on the Conversion Date pursuant to the terms of the Indenture.

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

(4) At 10:00 A.M., Louisville time, on December 15, 2014, or at such other time and/or date as shall have been mutually agreed upon by the Company and the Representative (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 Representative, on behalf of the Initial Agents, the Bonds, in book-entry form; and the Representative, on behalf of the Initial Agents, 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 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 Representative.

(5) As compensation for the transactions contemplated herein, the Company agrees to pay to the Representative a fee of \$89,375.00 at the Closing Time in New York federal or similar same day funds, exclusive of the out-of-pocket expenses of the Representative. The Representative, on behalf of itself and the other Initial Agents and the Remarketing Agent, 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.

(c) Reoffering.

(1) The Initial Agents agree to make a reoffering of the Bonds in the manner set forth herein and as described in the Preliminary Reoffering Document and Final Reoffering Document at a reoffering price equal to the respective Purchase Price of the Bonds.

(2) The Company agrees to deliver to the Representative, at such address as the Representative shall specify, as many copies of the Final Reoffering Document as the Representative 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.

(3) In order to assist the Initial Agents in complying with Rule 15c2-12, the Company will execute and deliver the Continuing Disclosure Agreement.

SECTION 3. CONDITIONS TO THE INITIAL AGENTS' OBLIGATIONS.

The obligations of the Initial Agents 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 Preliminary Reoffering Document and the Final Reoffering Document shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative;

(c) at the time of the Closing, the Representative shall have received a letter from Ernst & Young LLP in form and substance satisfactory to the Representative, dated as of the date of the Closing Time, 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, 2013, 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 10, 2014 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, 2013; 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 Preliminary Reoffering Document and 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 Initial Agent; 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, 2013, December 31, 2012 and December 31, 2011, and for the nine months ended September 30, 2014 and September 30, 2013, contained in Appendix A to the Preliminary Reoffering Document and the Final Reoffering Document and identified for such purpose by the Initial Agents or their 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 Initial Agents with only such changes therein as the Representative and the Company shall mutually agree upon;

(e) at the Closing Time, the Representative, on behalf of the Initial Agents, 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-1 to the Final Reoffering Document, (ii) Jones Day, counsel for the Company, in a form reasonably satisfactory to the Representative, (iii) Gerald A. Reynolds, Esq., General Counsel, Chief Compliance Officer and Corporate Secretary of the Company, in a form reasonably satisfactory to the Representative and (iv) McGuireWoods LLP, counsel to the Initial Agents, which shall be satisfactory to the Representative;

(2) a certificate, satisfactory in form and substance to the Representative, 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, the Loan Agreement, the Continuing Disclosure Agreement dated December 15, 2014 (the "Continuing Disclosure Agreement"), executed and delivered by the Company to the Trustee, the Indenture dated as of October 1, 2010 (the "First Mortgage Indenture") between the Company and The Bank of New York Mellon (the "First Mortgage Trustee") and the Supplemental Indenture dated as of October 15, 2010 (the "Supplemental Indenture") between the Company and the First Mortgage Trustee, pursuant to which the First Mortgage Bonds were issued on October 22, 2010, (ii) each of the representations and warranties of the Company contained in this Agreement, the Loan Agreement, the First Mortgage Indenture and the Supplemental Indenture 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 the Preliminary Reoffering Document or Final Reoffering Document as in effect on the date of this Agreement;

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

(4) 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;

(5) true copies of the Bonds, including any addendums thereto;

(6) certificates of one or more authorized officers of the Trustee, dated the Closing Time, as to the due conversion and remarketing of the Bonds;

(7) 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; and

(8) such additional certificates, opinions and other documents as the Representative 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 Representative and in form and scope to the Initial Agents' counsel; and

(f) at or prior to the Closing Time, the Bonds shall have been rated at least "A1" by Moody's Investors Service, Inc. and "A-" by Standard & Poor's Ratings Service and evidence of each such ratings shall have been delivered to the Representative.

SECTION 4. TERMINATION.

The Initial Agents shall have the right to cancel their obligations hereunder to purchase and reoffer the Bonds (and such cancellation hereunder shall not constitute a default for purposes of Section 8 hereof) by the Representative notifying the Company in writing or by facsimile of their election to do so between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time:

(a) 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 Preliminary Reoffering Document and the Final Reoffering Document under the headings "Tax Treatment", and which, in any such case, in the Representative's opinion, would make it impracticable to market the Bonds on the terms and in the manner contemplated in the Preliminary Reoffering Document and the Final Reoffering Document;

(b) legislation shall be passed by the House of Representatives or the Senate of 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;

(c) 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 Initial Agents expressly for use therein); or

(d) in the Representative'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 Initial Agents; (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 Representative'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 Initial Agents to enforce contracts for the sale of the Bonds.

SECTION 5. CONDITIONS OF THE COMPANY'S OBLIGATIONS.

The Company's obligations hereunder are subject to the Initial Agents' 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 each Initial Agent and the Remarketing Agent, each of its respective directors, officers, employees and agents, and each person, if any, who controls the Initial Agent or Remarketing Agent 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, joint or several, whatsoever caused by any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Reoffering Document or the Final Reoffering Document or caused by any omission or alleged omission from the Preliminary Reoffering Document or 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 such Initial Agent; *provided* that the foregoing indemnity with respect to the Preliminary Reoffering Document or the Final Reoffering Document shall not inure to the benefit of the Initial Agents or the Remarketing Agent, as applicable, if the person asserting such losses, claims, damages, liabilities or expenses had not been sent or given a copy of the Preliminary Reoffering Document or the Final Reoffering Document made available by the Company which corrected such untrue statement or omission by or on behalf of the Initial Agents 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) Each Initial Agent severally and not jointly 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 Preliminary Reoffering Document or the Final Reoffering Document or caused by any omission or alleged omission from the Preliminary Reoffering Document or 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 such Initial Agent expressly for use in the Preliminary Reoffering Document or the Final Reoffering Document. This indemnity agreement will be in addition to any liability which the Initial Agents 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 Initial Agents on the other from the offering of the Bonds; *provided*, that each Initial Agent's obligation to contribute to such losses, claims, damages or liabilities (or actions in respect thereof) hereunder shall be several and not joint. 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 an Initial Agent 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 an Initial Agent 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 an Initial Agent. 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 an Initial Agent 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, no Initial Agent shall 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 such Initial 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 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 any Initial Agent 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 such Initial Agent, 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 any Initial Agent 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 Initial Agents, the Initial Agents 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 Initial Agents (unless such sale shall have been prevented at the Closing Time by their 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) McGuireWoods LLP, as counsel to the Initial Agents, 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, and (iv) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the

Bonds, the Preliminary Reoffering Document, 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. USE OF REOFFERING DOCUMENT.

The Company hereby ratifies and confirms the Initial Agents' authority to use the Preliminary Reoffering Document.

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 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer and any notice or other communication to be given to the Representative by delivering the same in writing to Merrill Lynch, Pierce, Fenner & Smith Incorporated, 1 Bryant Park, 9th Floor, New York, New York 10036, Attention: Municipal Markets Department, Mona Payton.

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; PARTIES ACTING AS PRINCIPALS.

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.

The Company acknowledges and agrees that: (i) the primary role of the Initial Agents, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Company and the Initial Agents and the Initial Agents have financial and other interests that differ from those of the Company; (ii) the Initial Agents are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Company and have not assumed any advisory or fiduciary responsibility to the Company with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Initial Agents have provided other services or are currently providing other services to the Company on other matters); (iii) the only obligations the Initial Agents have to the Company with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Company has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

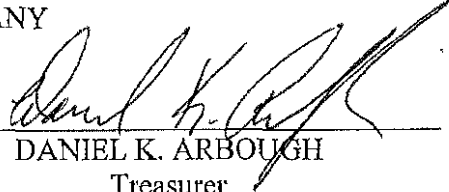
[signature page immediately follows]

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

Yours truly,

LOUISVILLE GAS AND ELECTRIC
COMPANY

By: _____


DANIEL K. ARBOUGH
Treasurer

Agreed and accepted as of the date first above written:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as
Representative for the Initial Agents, and acknowledged as Remarketing Agent

By: _____

Signature page to
Remarketing and Bond Purchase Agreement

Attachment C2h to Response to PSC-1 Question No. 49

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Scott

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

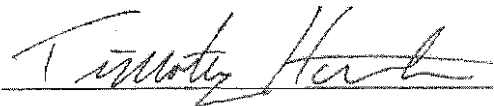
Yours truly,

LOUISVILLE GAS AND ELECTRIC
COMPANY

By: _____
DANIEL K. ARBOUGH
Treasurer

Agreed and accepted as of the date first above written:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as
Representative for the Initial Agents, and acknowledged as Remarketing Agent

By: 

Signature page to
Remarketing and Bond Purchase Agreement

Attachment C2h to Response to PSC-1 Question No. 49

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SCHEDULE I

Initial Agents

Merrill Lynch, Pierce, Fenner & Smith Incorporated
Morgan Stanley & Co. LLC

<u>Remarketing Agent</u>	<u>Bonds</u>	<u>Principal Amount of the Bonds</u>
Merrill Lynch, Pierce, Fenner & Smith Incorporated	The Bonds	\$27,500,000

SCHEDULE II

DESCRIPTION OF THE BONDS

Total Principal Amount of the Bonds --	\$27,500,000
Date of Conversion to Long Term Rate --	December 15, 2014
Long Term Rate --	1.05%
Mandatory Purchase Date of Bonds --	March 1, 2018
Purchase Price of Bonds --	100% of the principal amount, plus accrued interest,

\$35,000,000
COUNTY OF TRIMBLE, KENTUCKY
POLLUTION CONTROL REVENUE BONDS
2001 SERIES B
(LOUISVILLE GAS AND ELECTRIC COMPANY PROJECT)

REMARKETING AGREEMENT

This REMARKETING AGREEMENT (this "Agreement"), dated as of September 19, 2008, is by and between Louisville Gas and Electric Company (the "Company") and Morgan Stanley & Co. Incorporated (the "Remarketing Agent").

The Company has requested the County of Trimble, Kentucky (the "Issuer") to issue \$35,000,000 outstanding principal amount of its Pollution Control Revenue Bonds, 2001 Series B (Louisville Gas and Electric Company Project) (the "2001 Series B Bonds") pursuant to that 2001 Series B Indenture of Trust, dated as of November 1, 2001 (the "2001 Series B Indenture") by and between the Issuer and Deutsche Bank Trust Company Americas, as successor trustee (the "Trustee"). The proceeds of the 2001 Series B Bonds were loaned to the Company and the Company agreed to make payments sufficient to pay the principal and purchase price, premium, if any, and interest on the 2001 Series B Bonds and certain other expenses pursuant to that 2001 Series B Loan Agreement, dated as of November 1, 2001 (the "2001 Series B Loan Agreement") by and between the Issuer and the Company. The Company and UBS Securities LLC had previously entered into a Remarketing Agreement relating to the 2001 Series B Bonds. Effective September 16, 2008, UBS Securities LLC has resigned as remarketing agent. At the request of the Company, and pursuant to the terms of the 2001 Series B Indenture, the Issuer has approved the appointment of Morgan Stanley & Co. Incorporated as remarketing agent for the 2001 Series B Bonds. Each capitalized term not otherwise defined herein shall have the meaning given to such term in the 2001 Series B Indenture.

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, Morgan Stanley & Co. Incorporated hereby accepts its appointment as Remarketing Agent for the 2001 Series B Bonds and hereby agrees to perform the duties and obligations imposed upon it as Remarketing Agent under the 2001 Series B Indenture and hereunder, and agrees to keep such books and records with respect to its duties as Remarketing Agent under the 2001 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. The Remarketing Agent represents that it

routinely engages in the remarketing of municipal securities such as the 2001 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 Agent that:

(a) the Company represents, warrants and covenants to and with the Remarketing Agent that, with respect to any remarketing of the 2001 Series B Bonds the representations, warranties and covenants contained in the Inducement Letter 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 an annual or quarterly financial report as filed with a nationally recognized municipal securities information repository (NRMSIR) 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 2001 Series B Bonds by the Remarketing Agent;

(b) the representations and warranties contained in the 2001 Series B Loan Agreement with respect to the Company are true and correct as of their date and are true and correct as of the date hereof 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 2001 Series B Bonds (or Beneficial Owner of the 2001 Series B Bonds) in connection with the 2001 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 2001 Series B 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 2001 Series B 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 2001 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 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 4 hereof) would be or become false or misleading in any material respect, (ii) any replacement of the Trustee or Paying Agent under the 2001 Series B Indenture, (iii) any event of default under the 2001 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 2001 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 2001 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 2001 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 2001 Series B Bonds, (viii) a mandatory tender, exchange or call for redemption of one or more of the 2001 Series B Bonds, (ix) any change in the Interest Rate Mode with respect to any of the 2001 Series B Bonds and (x) each material amendment, modification or supplement to the 2001 Series B Indenture.

3. Fees and Expenses. From the date of their initial issuance, the 2001 Series B Bonds will accrue interest at a Flexible Rate and be subject to mandatory purchase and conversion as provided in the 2001 Series B Indenture. The 2001 Series B Bonds are not subject to purchase on demand of the owners of the 2001 Series B Bonds during this initial Rate Period. The Company shall pay the Remarketing Agent, as compensation for its services hereunder a fee equal to [\$1.00 per \$1,000] of the outstanding 2001 Series B Bonds during each calendar year. If the 2001 Series B Bonds are subject to mandatory purchase or if the Company elects to convert the interest rate mode of the 2001 Series B 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 2001 Series B Bonds in accordance with the then prevailing market conditions. The Company will pay all expenses of delivering remarketed 2001 Series B 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 2001 Series B Bonds accruing interest at the Dutch Auction Rate, the Annual Rate or the Long Term Rate.

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 2001 Series B Bonds, the Remarketing Agent will notify the Company and the Company will, or will 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 2001 Series B 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 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. 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 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, (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 "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 2001 Series B 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 2001 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 Agent, without charge, as many copies of the Official Statement and any amendment or supplement thereto as the Remarketing Agent may reasonably request.

(a) 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 "THE BONDS -- Remarketing Agent" or otherwise furnished in writing by the Remarketing Agent expressly for use in the Disclosure Document.

(b) 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 you 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.

(c) 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.

(d) 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 2001 Series B 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. In setting the interest rates on the 2001 Series B Bonds, the Remarketing Agent shall not be liable for any error made in good faith. The obligation of the Remarketing Agent to remarket the 2001 Series B Bonds hereunder shall be on a best effort basis.

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 2001 Series B Indenture). The Remarketing Agent may resign at any time, following thirty (30) 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 2001 Series B Bonds with immediate effect if it determines, in its reasonable judgment, that it is not advisable to attempt to remarket the 2001 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 2001 Series B Bonds, (vi) an imposition of material restrictions on the 2001 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.

(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 2001 Series B Indenture and the Remarketing Agent shall pay over, assign and deliver any moneys and 2001 Series B Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

8. Dealing in 2001 Series B Bonds by Remarketing Agent. The Remarketing Agent, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the 2001 Series B 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 2001 Series B 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.

9. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any 2001 Series B 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.

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 Louisville Gas and Electric Company, 220 West Main Street, Louisville, Kentucky 40202, 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 2001 Series B Indenture.

11. Amendments. The Company agrees not to consent to any amendment of the 2001 Series B 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.

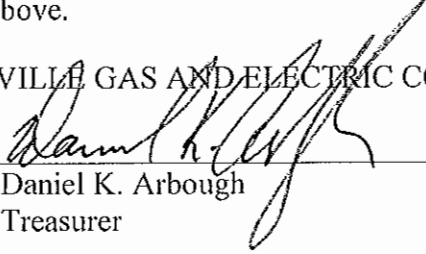
13. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

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.

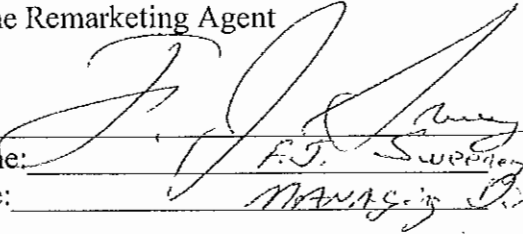
[Signatures appear on the immediately following page]

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.

LOUISVILLE GAS AND ELECTRIC COMPANY

By: 
Name: Daniel K. Arbough
Title: Treasurer

MORGAN STANLEY & CO. INCORPORATED,
as the Remarketing Agent

By: 
Name: F.J. Sweeney
Title: Managing Director

\$35,000,000
Louisville/Jefferson County Metro Government, Kentucky
Pollution Control Revenue Bonds,
2001 Series B,
(Louisville Gas and Electric Company Project)

\$35,000,000
County of Trimble, Kentucky
Pollution Control Revenue Bonds,
2001 Series B,
(Louisville Gas and Electric Company Project)

REMARKETING AND BOND PURCHASE
AGREEMENT

November 24, 2014

To the Representative of the
Initial Agents and Remarketing Agent
(as defined herein)

Ladies and Gentlemen:

Louisville Gas and Electric Company, a Kentucky corporation (the "Company") hereby offers to enter into this Remarketing and Bond Purchase Agreement (this "Agreement") with Morgan Stanley & Co. LLC, as representative (the "Representative") of the several parties named in Schedule I, in their respective capacities as initial co-remarketing agents (each, an "Initial Agent" and collectively, the "Initial Agents") and, following the Conversion (as defined below) and the subsequent re-selling of the Bonds, but solely with respect to Morgan Stanley & Co. LLC, as remarketing agent (the "Remarketing Agent") of each of the series of Bonds (as defined below) identified on Schedule I, and upon your acceptance, this offer will be binding upon each Initial Agent, the Remarketing Agent and the Company. Terms capitalized but not otherwise defined herein shall have the meanings assigned thereto in the Indentures (as defined below).

RECITALS:

WHEREAS, at the request of the Company, (i) the Louisville/Jefferson County Metro Government, Kentucky, as successor in interest to the County of Jefferson, Kentucky ("Jefferson County"), issued \$35,000,000 Pollution Control Revenue Bonds, 2001 Series B (Louisville Gas and Electric Company Project) (the "Jefferson County Bonds") under and pursuant to an Indenture of Trust dated as of November 1, 2001, as amended by Supplemental Indenture No. 1

dated as of September 1, 2010 (as further amended, modified or supplemented from time to time, the "Jefferson County Indenture Indenture") by and between Jefferson County and U.S. Bank National Association, as successor trustee, paying agent and bond registrar (the "Jefferson County Trustee"), and (ii) the County of Trimble, Kentucky ("Trimble County"), issued \$35,000,000 Pollution Control Revenue Bonds, 2001 Series B (Louisville Gas and Electric Company Project) (the "Trimble County Bonds" and together with the Jefferson County Bonds, the "Bonds") under and pursuant to an Indenture of Trust dated as of November 1, 2001, as amended by Supplemental Indenture No. 1 dated as of September 1, 2010 (as further amended, modified or supplemented from time to time, the "Trimble County Indenture" and together with the Jefferson County Indenture, the "Indentures") by and between Trimble County and U.S. Bank National Association, as successor trustee, paying agent and bond registrar (the "Trimble County Trustee" and together with the Jefferson County Trustee, the "Trustees");

WHEREAS, the Bonds currently bear interest at the Flexible Rate;

WHEREAS, in accordance with the terms of the Indentures, the Company has given notice of conversion of the interest rate mode of the Jefferson County Bonds and the Trimble County Bonds to a Long Term Rate (the "Conversion"), in each case, with such conversion to occur on December 15, 2014 (the "Conversion Date"); and

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

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 each Initial Agent that:

(a) the Company is a corporation duly organized and validly existing under the laws of the Commonwealth of Kentucky, is qualified to do business as a foreign corporation in Indiana, 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 November 24, 2014 (the "Reoffering Circular"), including Appendix A thereto, relating to the Bonds (such Reoffering Circular, together with Appendix A 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 Preliminary Reoffering Circular, dated November 12, 2014, including Appendix A thereto, relating to the Bonds (such Preliminary Reoffering Circular, together with Appendix A thereto, the "Preliminary Reoffering Document") and the Final Reoffering Document;

(d) all descriptions and information contained in the Preliminary Reoffering Document, including without limitation information relating to the Jefferson County Project and the Trimble County Project (each, as defined in the Preliminary Reoffering Circular and Final Reoffering Circular, and collectively, the "Projects"), the Bonds, the Company, the Company's participation in the transactions contemplated by the Indentures, the Loan Agreement, dated as of November 1, 2001, as amended by Amendment No. 1 to Loan Agreement dated as of September 1, 2010, by and between the Company and Jefferson County relating to the Jefferson County Bonds (as amended, modified or supplemented from time to time, the "Jefferson County Loan Agreement"), and the Loan Agreement dated as of November 1, 2001, as amended by Amendment No. 1 to Loan Agreement dated as of September 1, 2010, by and between the Company and Trimble County, relating to the Trimble County Bonds (as amended, modified or supplemented from time to time, the "Trimble County Loan Agreement" and together with the Jefferson County Loan Agreement, the "Loan Agreements"), 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, and as of its date and as of the Closing Time, all descriptions and information contained in the Final Reoffering Document, including without limitation information relating to the Projects, the Bonds, the Company, and the Company's participation in the transactions contemplated by the Indentures and each of the Loan Agreements will be true and correct and will 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 light of the circumstances under which they are made, not misleading; *provided* that none of the representations and warranties in this Agreement shall apply to statements in or omissions from, the Preliminary Reoffering Document or the Final Reoffering Document made in reliance upon and in conformity with information furnished in writing by the Initial Agents expressly for use in the Preliminary Reoffering Document or the Final Reoffering Document;

(e) the Company has the full power and authority to execute and deliver this Agreement and the Continuing Disclosure Agreements, each dated December 15, 2014 (the "Continuing Disclosure Agreements"), executed and delivered by the Company to the Trustees, and to perform its obligations hereunder and thereunder and to engage in the transactions contemplated hereby and by the Preliminary Reoffering Document or the Final Reoffering Document, and this Agreement and the Continuing Disclosure Agreements have been duly authorized by the Company and, when executed, each 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 Preliminary Reoffering Document or the Final Reoffering Document. Neither the execution, delivery and performance of this Agreement, the Continuing Disclosure Agreements 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 or 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 Initial Agents pursuant to this Agreement with respect to the use of the proceeds from the Bonds and the facilities constituting the Projects, 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) except as described in the Final Reoffering Document, 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 Initial Agents of the Preliminary Reoffering Document, the Final Reoffering Document 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 Initial Agents prior to the date hereof of the Preliminary Reoffering Document and the Final Reoffering Document and consents to the distribution of both the Preliminary Reoffering Document and the Final Reoffering Document. As of its date, the Preliminary Reoffering Document was deemed "final" by the Company for purposes of paragraph (b)(i) of Rule 15c2-12, except information permitted to be omitted therefrom by Rule 15c2-12. 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 Indentures and the Loan Agreements;

(k) except as contemplated in the Preliminary Reoffering Document or 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 Preliminary Reoffering Document, the Final Reoffering Document or any supplement or amendment thereto or (iii) have a material adverse effect on the transactions contemplated by this Agreement, the Continuing Disclosure Agreements, the Preliminary Reoffering Document or the Final Reoffering Document or have a material adverse effect on the validity or enforceability of the Bonds or the Indentures;

(l) the properties of the Company referred to in the Preliminary Reoffering Document and Final Reoffering Document are owned in fee simple or are held under valid leases, in each case subject only to (i) the lien of the First Mortgage Indenture, (ii) 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 (iii) 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 Preliminary Reoffering Document or 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, the Continuing Disclosure Agreements, the Preliminary Reoffering Document 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 Representative and its counsel in their 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 Representative 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 (i) the date which is the 25th day following the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the Closing Time, the Company will furnish to the Representative, promptly upon transmission thereof, copies of such financial statements and reports as it shall file with its shareholders;

(p) the Company will advise the Representative promptly of the institution of any legal or regulatory proceedings affecting the use of the Preliminary Reoffering Document or 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 Representative, 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 the Initial Agents a sufficient number of copies to permit the Initial Agents 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 Representative 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 Agreements, this Agreement and the Indentures, the Company will consummate the transactions contemplated by this Agreement, the Preliminary Reoffering Document and the Final Reoffering Document to be consummated by the Company; and

(s) the representations and warranties of the Company contained in the Loan Agreements 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 Agreements.

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

(a) Remarketing.

(1) This Agreement amends and supplements (i) the Remarketing Agreement, dated September 19, 2008, between the Company and Morgan Stanley & Co. LLC, relating to the Jefferson County Bonds, and (ii) the Remarketing Agreement, dated September 19, 2008, between the Company and Morgan Stanley & Co. LLC, relating to the Trimble County Bonds, in each case, as contemplated by Section 11 of such agreements.

(2) In accordance with the terms of the Indentures, (i) each of the Initial Agents (to the extent applicable) agrees to and accepts its appointment as an Initial Agent of each of the Jefferson County Bonds and the Trimble County Bonds in connection with the Conversion and the remarketing of the Bonds, and each Initial Agent agrees to perform all of its respective obligations set forth in the applicable Indenture with respect to the contemplated remarketing, and (ii) Morgan Stanley & Co. LLC, as the sole Remarketing Agent of the Bonds following the Conversion and the initial remarketing on the Conversion Date, agrees to and accepts its appointment as the Remarketing Agent of the Bonds, and agrees to perform all of its obligations set forth in the applicable Indenture with respect to a contemplated remarketing.

(3) The Company shall indemnify, hold harmless and defend each of the Initial Agents and the Remarketing Agent and their respective officers, directors, employees, attorneys and agents (collectively, "Additional Indemnified Parties") to the extent provided in Section 6 of this Agreement with respect to the Initial Agents, the Remarketing Agent 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.

(b) 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 Representative, in its capacity as representative of the Initial Agents on the Conversion Date, hereby 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 of the Bonds (the "Purchase Price") and the Long Term Rate for the Bonds are set forth in Schedule II hereto, and the Bonds shall otherwise have such terms and provisions as set forth in the Preliminary Reoffering Document and the Final Reoffering Document.

(2) The Bonds currently bear interest at the Flexible Rate and shall convert to the Long Term Rate on the Conversion Date pursuant to the terms of the applicable Indenture.

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

(4) At 10:00 A.M., Louisville time, on December 15, 2014, or at such other time and/or date as shall have been mutually agreed upon by the Company and the Representative (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 Representative, on behalf of the Initial Agents, the Bonds, in book-entry form; and the Representative, on behalf of the Initial Agents, 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 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 Representative.

(5) As compensation for the transactions contemplated herein, the Company agrees to pay to the Representative a fee of \$113,750.00 for each of the Jefferson County Bonds and the Trimble County Bonds (for an aggregate fee of \$227,500.00) at the Closing Time in New York federal or similar same day funds, exclusive of the out-of-pocket expenses of the Representative. The Representative, on behalf of itself and the other Initial Agents and the Remarketing Agent, 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.

(c) Reoffering.

(1) The Initial Agents agree to make a reoffering of the Bonds in the manner set forth herein and as described in the Preliminary Reoffering Document and Final Reoffering Document at a reoffering price equal to the respective Purchase Price of the Bonds.

(2) The Company agrees to deliver to the Representative, at such address as the Representative shall specify, as many copies of the Final Reoffering Document as the Representative 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.

(3) In order to assist the Initial Agents in complying with Rule 15c2-12, the Company will execute and deliver the Continuing Disclosure Agreements.

SECTION 3. CONDITIONS TO THE INITIAL AGENTS' OBLIGATIONS.

The obligations of the Initial Agents 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 Preliminary Reoffering Document and the Final Reoffering Document shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative;

(c) at the time of the Closing, the Representative shall have received a letter from Ernst & Young LLP in form and substance satisfactory to the Representative, dated as of the date of the Closing Time, 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, 2013, 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 10, 2014 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, 2013; 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 Preliminary Reoffering Document and 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 Initial Agent; 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, 2013, December 31, 2012 and December 31, 2011, and for the nine months ended September 30, 2014 and September 30, 2013, contained in Appendix A to the Preliminary Reoffering Document and the Final Reoffering Document and identified for such purpose by the Initial Agents or their 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 Initial Agents with only such changes therein as the Representative and the Company shall mutually agree upon;

(e) at the Closing Time, the Representative, on behalf of the Initial Agents, 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-1 to the Final Reoffering Document, (ii) Jones Day, counsel for the Company, in a form reasonably satisfactory to the Representative, (iii) Gerald A. Reynolds, Esq., General Counsel, Chief Compliance Officer and Corporate Secretary of the Company, in a form reasonably satisfactory to the Representative and (iv) McGuireWoods LLP, counsel to the Initial Agents, which shall be satisfactory to the Representative;

(2) a certificate, satisfactory in form and substance to the Representative, 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, the Loan Agreements, the Continuing Disclosure Agreements, the Indenture dated as of October 1, 2010 (the "First Mortgage Indenture") between the Company and The Bank of New York Mellon (the "First Mortgage Trustee") and the Supplemental Indenture dated as of October 15, 2010 (the "Supplemental Indenture") between the Company and the First Mortgage Trustee, pursuant to which the First Mortgage Bonds were issued on October 22, 2010, (ii) each of the representations and warranties of the Company contained in this Agreement, the Loan Agreements, the First Mortgage Indenture and the Supplemental Indenture 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 the Preliminary Reoffering Document or Final Reoffering Document as in effect on the date of this Agreement;

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

(4) 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;

(5) true copies of the Jefferson County Bonds and the Trimble County Bonds, including any addendums thereto;

(6) certificates of one or more authorized officers of the Trustees, dated the Closing Time, as to the due conversion and remarketing of the applicable Bonds;

(7) 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; and

(8) such additional certificates, opinions and other documents as the Representative 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 Representative and in form and scope to the Initial Agents' counsel; and

(f) at or prior to the Closing Time, the Bonds shall have been rated at least "A1" by Moody's Investors Service, Inc. and "A-" by Standard & Poor's Ratings Service and evidence of each such ratings shall have been delivered to the Representative.

SECTION 4. TERMINATION.

The Initial Agents shall have the right to cancel their obligations hereunder to purchase and reoffer the Bonds (and such cancellation hereunder shall not constitute a default for purposes of Section 8 hereof) by the Representative notifying the Company in writing or by facsimile of

their election to do so between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time:

(a) 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 Preliminary Reoffering Document and the Final Reoffering Document under the headings "Tax Treatment", and which, in any such case, in the Representative's opinion, would make it impracticable to market the Bonds on the terms and in the manner contemplated in the Preliminary Reoffering Document and the Final Reoffering Document;

(b) legislation shall be passed by the House of Representatives or the Senate of 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;

(c) 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 Initial Agents expressly for use therein); or

(d) in the Representative'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 Initial Agents; (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

Representative'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 Initial Agents to enforce contracts for the sale of the Bonds.

SECTION 5. CONDITIONS OF THE COMPANY'S OBLIGATIONS.

The Company's obligations hereunder are subject to the Initial Agents' 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 each Initial Agent and the Remarketing Agent, each of its respective directors, officers, employees and agents, and each person, if any, who controls the Initial Agent or Remarketing Agent 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, joint or several, whatsoever caused by any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Reoffering Document or the Final Reoffering Document or caused by any omission or alleged omission from the Preliminary Reoffering Document or 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 such Initial Agent; *provided* that the foregoing indemnity with respect to the Preliminary Reoffering Document or the Final Reoffering Document shall not inure to the benefit of the Initial Agents or the Remarketing Agent, as applicable, if the person asserting such losses, claims, damages, liabilities or expenses had not been sent or given a copy of the Preliminary Reoffering Document or the Final Reoffering Document made available by the Company which corrected such untrue statement or omission by or on behalf of the Initial Agents 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) Each Initial Agent severally and not jointly 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 Preliminary Reoffering Document or the Final Reoffering Document or caused by any omission or alleged omission from the Preliminary Reoffering Document or 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 such Initial Agent expressly for use in the Preliminary Reoffering Document or the Final Reoffering Document. This indemnity agreement will be in addition to any liability which the Initial Agents 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 Initial Agents on the other from the offering of the Bonds; *provided*, that each Initial Agent's obligation to contribute to such losses, claims, damages or liabilities (or actions in respect thereof) hereunder shall be several and not joint. 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 an Initial Agent 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 an Initial Agent 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 an Initial Agent. 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 an Initial Agent 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, no Initial Agent shall 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 such Initial 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 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 any Initial Agent 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 such Initial Agent, 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 any Initial Agent 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 Initial Agents, the Initial Agents 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 Initial Agents (unless such sale shall have been prevented at the Closing Time by their 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) McGuireWoods LLP, as counsel to the Initial Agents, 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, and (iv) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, the Preliminary Reoffering Document, 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. USE OF REOFFERING DOCUMENT.

The Company hereby ratifies and confirms the Initial Agents' authority to use the Preliminary Reoffering Document.

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 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer and any notice or other communication

to be given to the Representative by delivering the same in writing to Morgan Stanley & Co. LLC, 1221 Avenue of the Americas, 30th Floor, New York, New York 10020, Facsimile: (212) 507-2375, Attention: Francis Sweeney, Managing Director.

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; PARTIES ACTING AS PRINCIPALS.

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.

The Company acknowledges and agrees that: (i) the primary role of the Initial Agents, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Company and the Initial Agents and the Initial Agents have financial and other interests that differ from those of the Company; (ii) the Initial Agents are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Company and have not assumed any advisory or fiduciary responsibility to the Company with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Initial Agents have provided other services or are currently providing other services to the Company on other matters); (iii) the only obligations the Initial Agents have to the Company with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Company has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

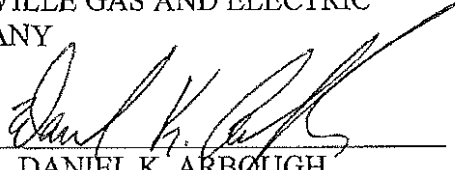
[signature page immediately follows]

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

Yours truly,

LOUISVILLE GAS AND ELECTRIC
COMPANY

By: _____



DANIEL K. ARBOUGH
Treasurer

Agreed and accepted as of the date first above written:

MORGAN STANLEY & CO. LLC, as Representative for the
Initial Agents, and acknowledged as Remarketing Agent

By: _____

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

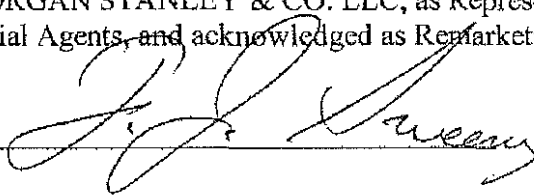
Yours truly,

LOUISVILLE GAS AND ELECTRIC
COMPANY

By: _____
DANIEL K. ARBOUGH
Treasurer

Agreed and accepted as of the date first above written:

MORGAN STANLEY & CO. LLC, as Representative for the
Initial Agents, and acknowledged as Remarketing Agent

By:  _____

SCHEDULE I

Initial Agents

Morgan Stanley & Co. LLC
Merrill Lynch, Pierce, Fenner & Smith Incorporated

<u>Remarketing Agent</u>	<u>Bonds</u>	<u>Principal Amount of the Bonds</u>
Morgan Stanley & Co. LLC	Jefferson County Bonds	\$35,000,000
Morgan Stanley & Co. LLC	Trimble County Bonds	\$35,000,000

SCHEDULE II
DESCRIPTION OF THE BONDS

Jefferson County Bonds

Total Principal Amount of the Jefferson County Bonds --	\$35,000,000
Date of Conversion to Long Term Rate --	December 15, 2014
Long Term Rate --	1.35%
Mandatory Purchase Date of Jefferson County Bonds --	May 1, 2018
Purchase Price of Jefferson County Bonds --	100% of the principal amount, plus accrued interest, if any

Trimble County Bonds

Total Principal Amount of the Trimble County Bonds --	\$35,000,000
Date of Conversion to Long Term Rate --	December 15, 2014
Long Term Rate --	1.35%
Mandatory Purchase Date of Trimble County Bonds --	May 1, 2018
Purchase Price of Trimble County Bonds --	100% of the principal amount, plus accrued interest, if any

**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.

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- 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.

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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.

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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.

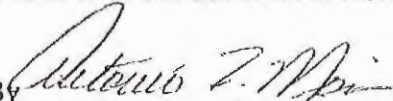
2.0 STATUS OF CONTRACT

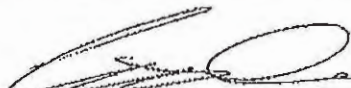
As amended herein, the Contract shall continue in full force and effect.

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.

LG&E and KU Energy LLC Policy**Pre-Approval for Use of an Independent Auditor that Provides Audit Services and Audit Partner Rotations**

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.

LG&E and KU Energy LLC Policy**Pre-Approval for Use of an Independent Auditor that Provides Audit Services and Audit Partner Rotations**

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;

LG&E and KU Energy LLC Policy**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 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

LG&E and KU Energy LLC Policy

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Adopted 11/1/10
Date: 03/26/14

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 ~~LKE Executive Management~~[†] 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.

[†] ~~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.~~

LG&E and KU Energy LLC Policy

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Adopted 11/1/10
Date: 03/26/14

Pre-Approval for Use of an Independent Auditor that Provides Audit Services and Audit Partner Rotations

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.

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

LG&E and KU Energy LLC Policy

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Pre-Approval for Use of an Independent Auditor that Provides Audit Services and Audit Partner Rotations

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.

LG&E and KU Energy LLC Policy

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Adopted 11/1/10
Date: 03/26/14

Pre-Approval for Use of an Independent Auditor that Provides Audit Services and Audit Partner Rotations

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 ~~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

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.

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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;

LG&E and KU Energy LLC Policy

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Adopted 11/1/10
Date: 03/26/14

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

- 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



Ernst & Young LLP
One Commerce Square
Suite 700
2005 Market Street
Philadelphia, PA 19103
Tel: +1 215 448 5000
Fax: +1 215 448 4069

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

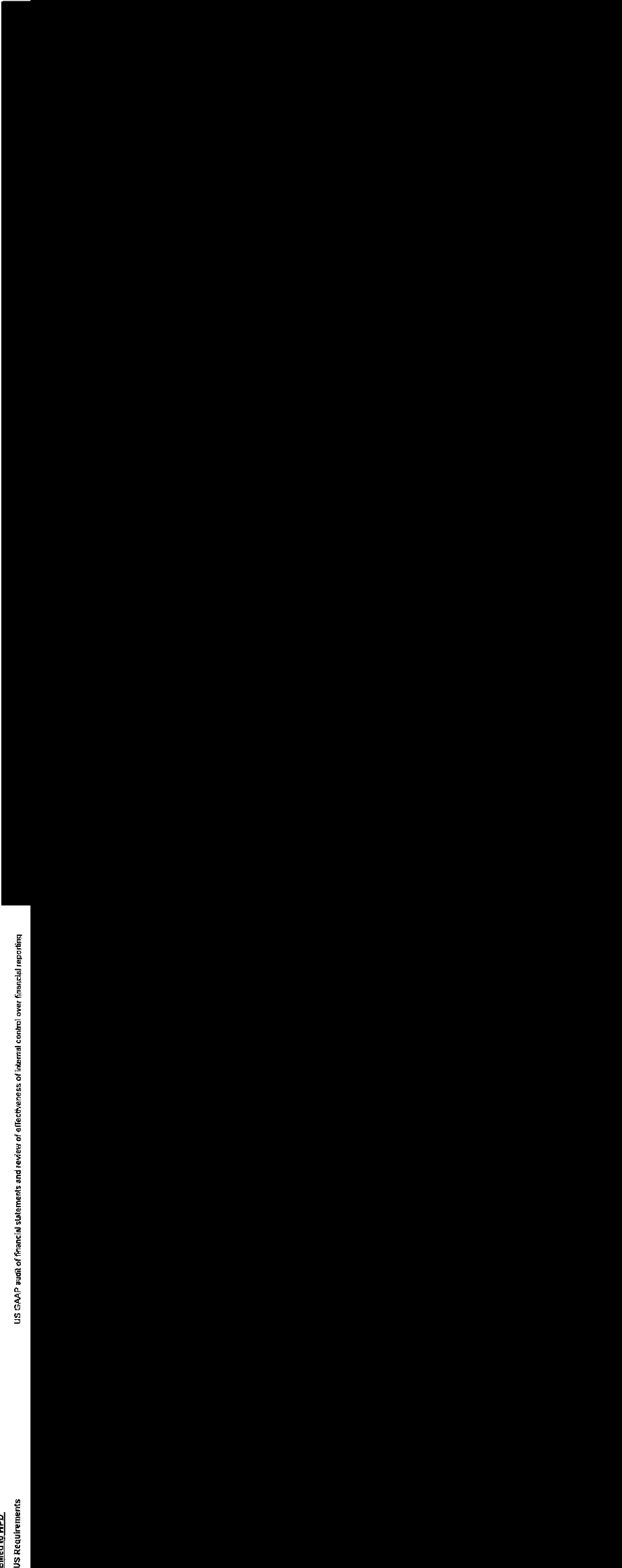
ATTACHMENT B
 Ernst & Young LLP
 PPL Corporation and Subsidiaries
 Audit Scope & Billing Schedule - 2013 Engagement

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													

Blinded to WFO
US Requirements

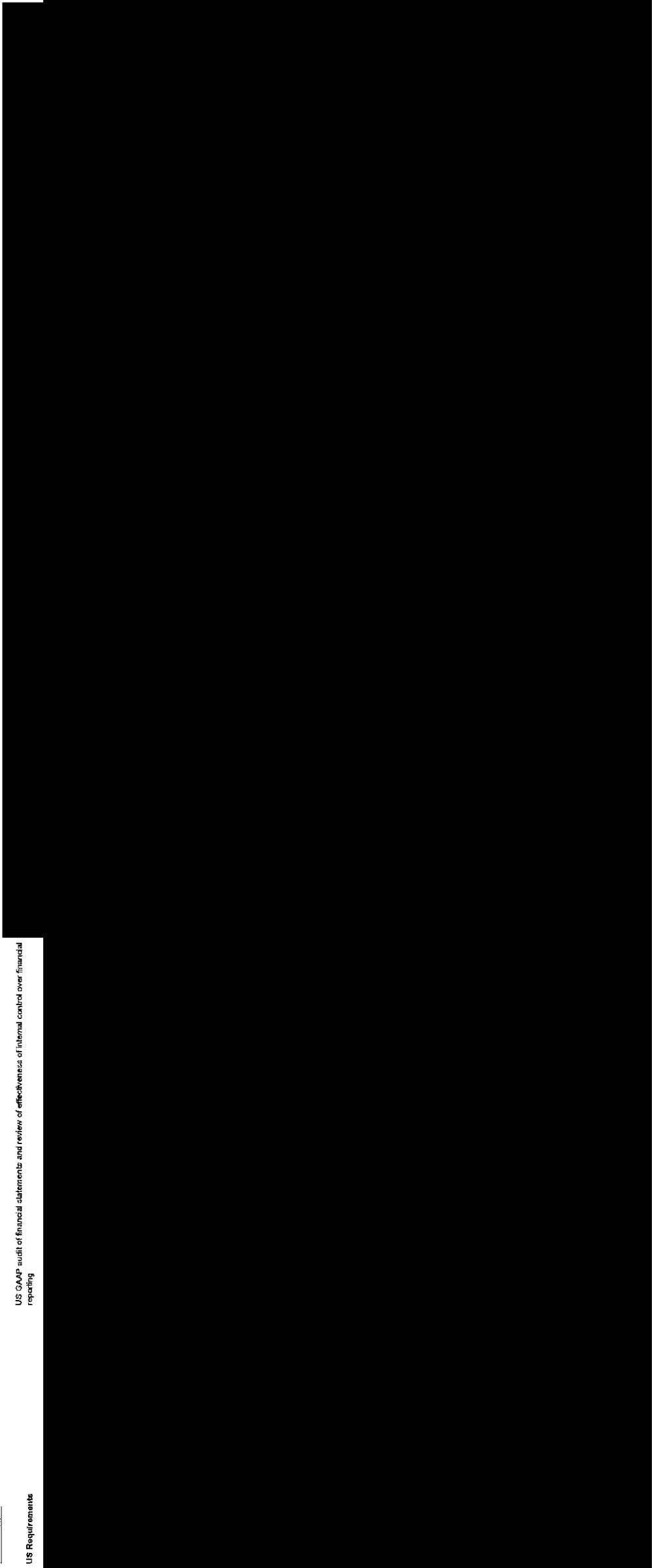
US GAAP audit of financial statements and review of effectiveness of internal control over financial reporting



Billed to WPD

US Requirements

US GAAP audit of financial statements and review of effectiveness of internal control over financial reporting

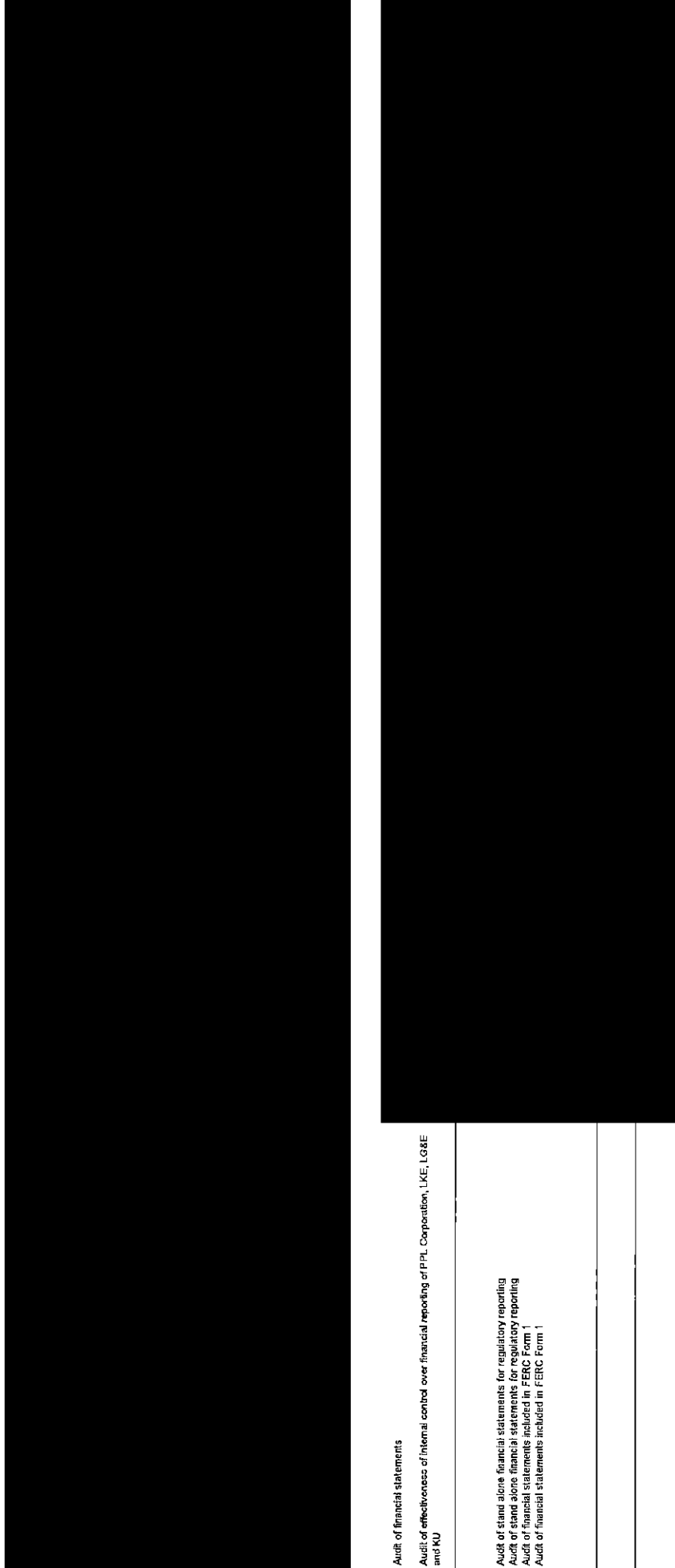


ATTACHMENT B
 Ernst & Young LLP
 PPL Corporation and Subsidiaries
 Audit Scope & Billing Schedule - 2015 Engagement

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																				
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																				



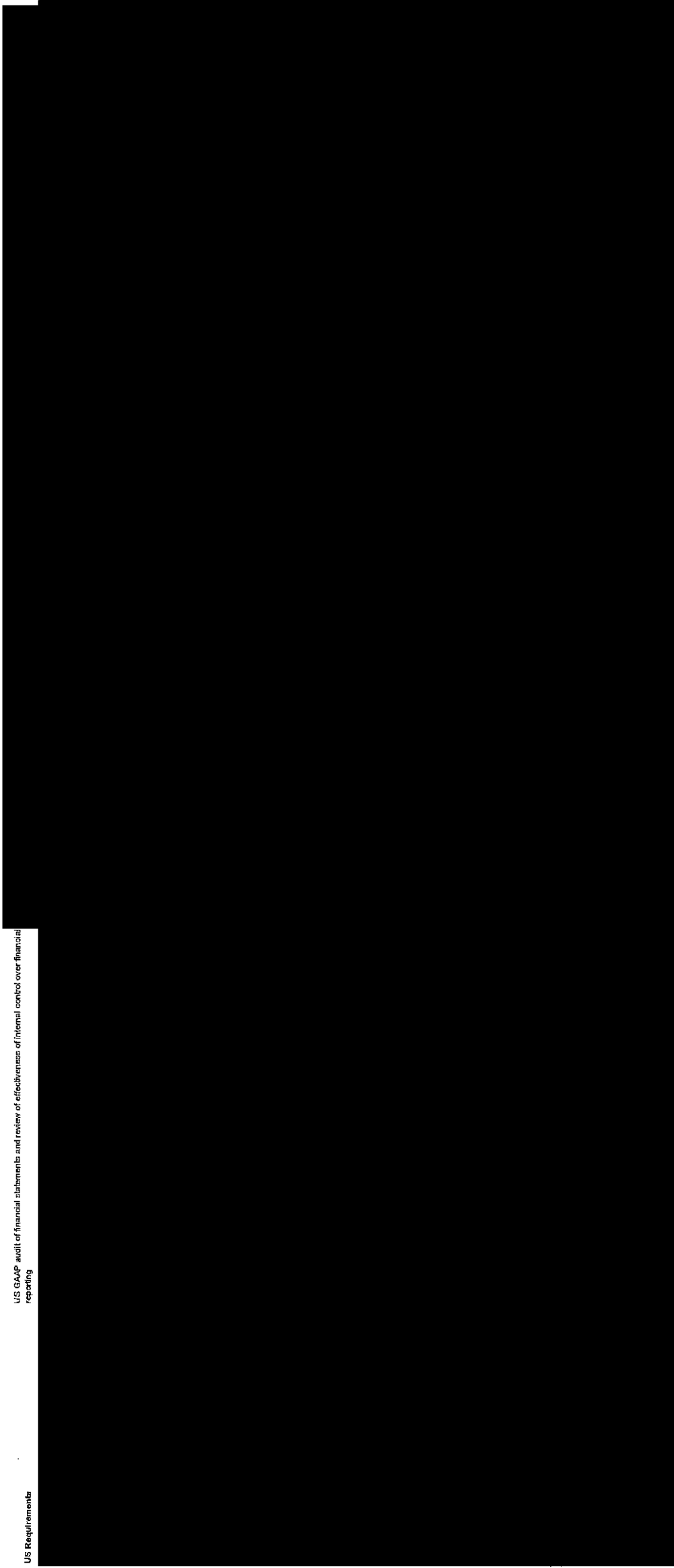
Audit of financial statements
 Audit of effectiveness of internal control over financial reporting of PPL Corporation, LXE, LG&E and KU

Audit of stand alone financial statements for regulatory reporting
 Audit of stand alone financial statements for regulatory reporting
 Audit of financial statements included in FERC Form 1
 Audit of financial statements included in FERC Form 1

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 502 585 1600
325 West Main Street 502 585 1601 Fax
Louisville, Kentucky 40202-4251 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

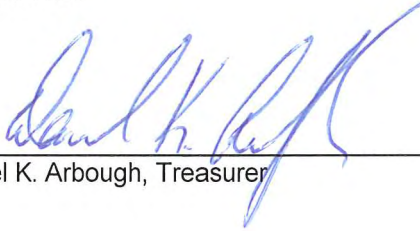


Raymond G. Strothman CPA

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.

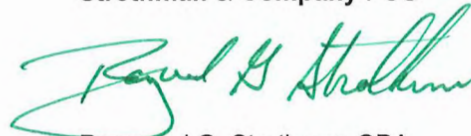
The audit documentation for this engagement is the property of Strothman & Company PSC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the U.S. Department of Labor pursuant to authority given to it by law. If requested, access to 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,

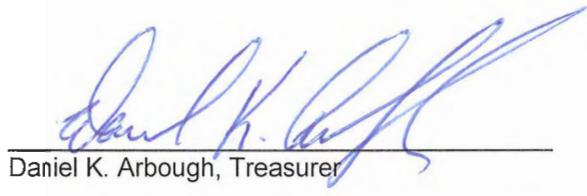
Strothman & Company PSC



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

Date

5-2-13

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

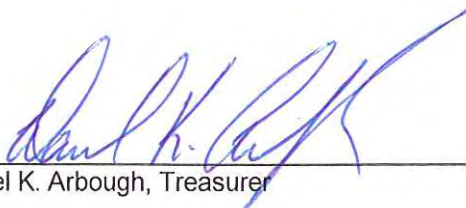


Raymond G. Strothman CPA

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.

CONFIDENTIAL INFORMATION REDACTED

- 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



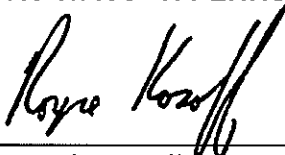
LKE Subsidiaries and LKE may disclose work product provided by Towers Watson under this Scope of Work to one another.

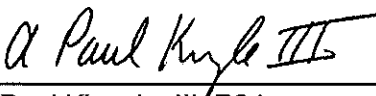
In the event of any conflict or inconsistency between the terms of this Scope of Work and the terms of the Master Agreement, the terms of this Scope of Work shall prevail as to the Services performed pursuant to this Scope of Work whether or not documented in this Scope of Work. Except as expressly modified 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.

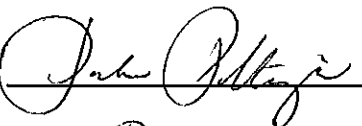
TOWERS WATSON PENNSYLVANIA INC.

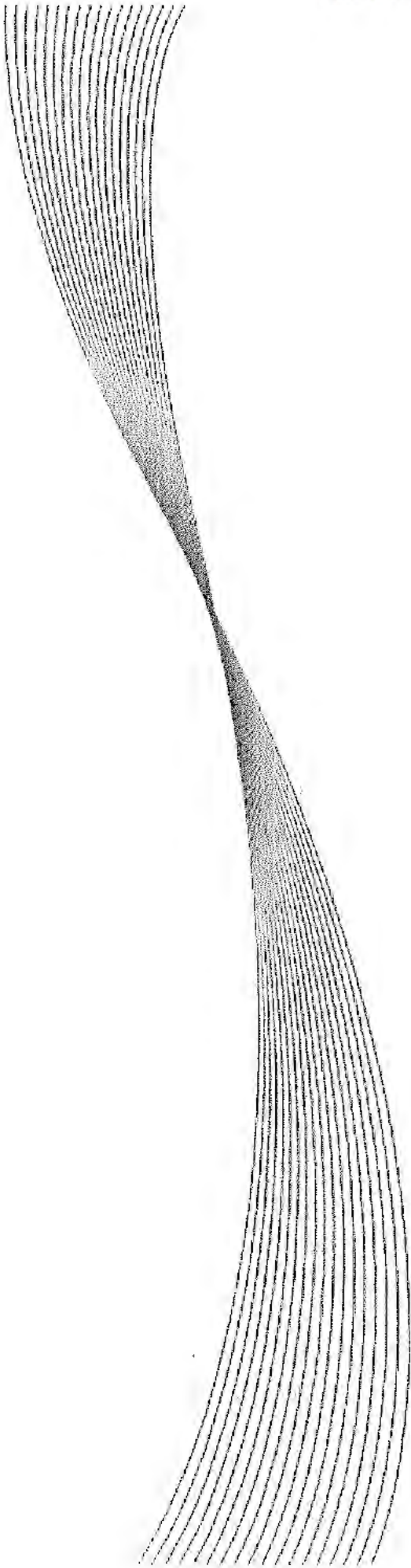
By: 
Royce S. Kosoff, FSA, CFA
Senior Consultant

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”.

8

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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" data-bbox="418 1268 980 1444"> <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

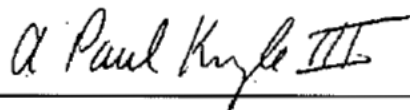
Print Name: Paula H. Pottinger, Ph D

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

CONFIDENTIAL INFORMATION REDACTED
PPL Corporation – LG&E and KU Energy LLC
2014 Consulting Services
Scope of Work
January 1, 2014

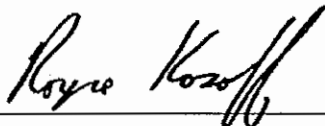
Project Name	2014 Consulting Services
Project Category	Retirement
Key Towers Watson Staff	Royce Kosoff, Jennifer Della Pietra , Kristin May (née Ausiello)
Fees for Project	<p>Estimated Time and Expense fees to be approximately [REDACTED] to [REDACTED]. See attached comprehensive fee schedule for additional 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

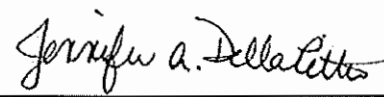
Print Name: PAULA POTTINGER

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

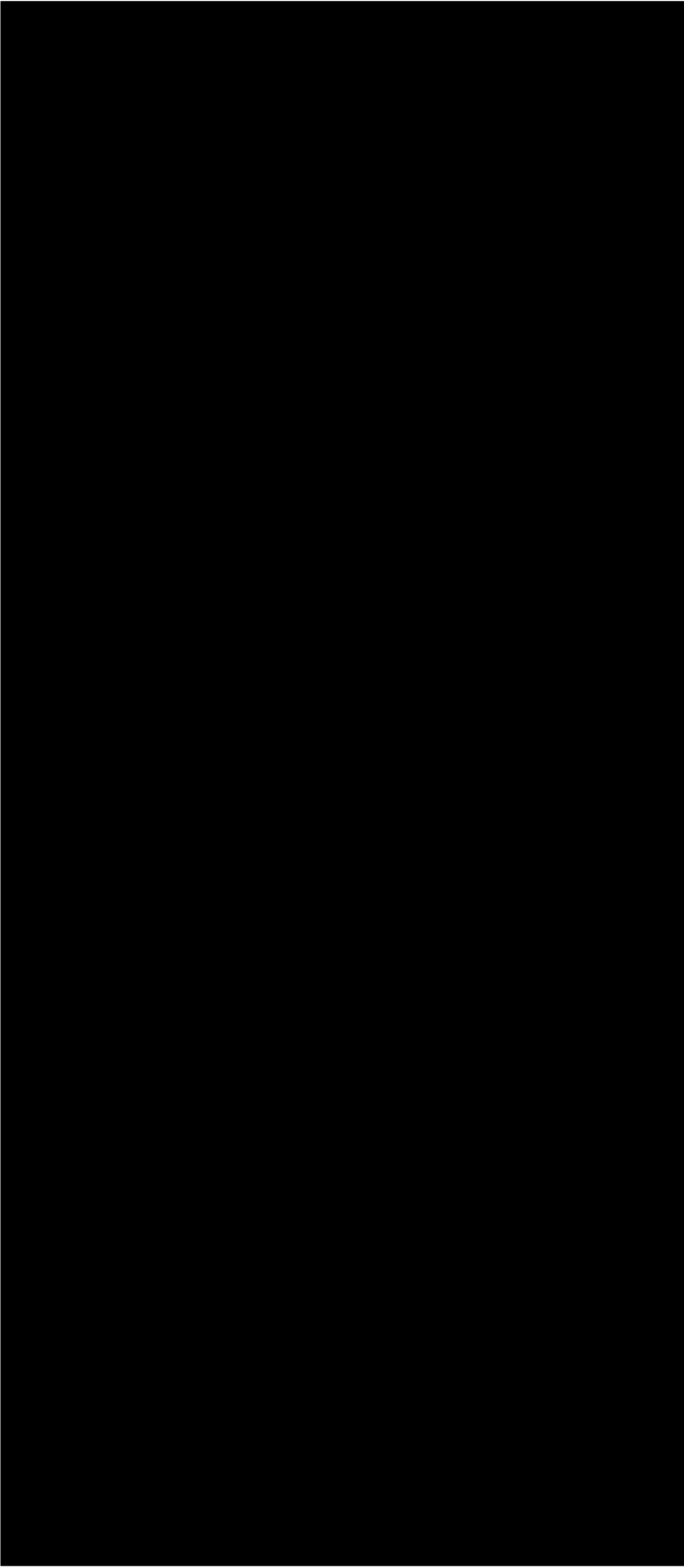
Print Title: Senior Consulting Actuary

Date: January 1, 2014

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Benefit Projects Schedule
Calendar Year 2014

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	Estimated Fee Range		Comments
	High	Low	
Core Valuation Services Fixed Fee			
Qualified DB Plans			
Retiree Welfare Plan			
SERP's			
Qualified DC Plans			

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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

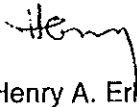
Subject: Master Consulting Services Agreement

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.

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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.

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(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

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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
[REDACTED]		X



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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
	X	X
Maximum fee for above services		

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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]	

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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
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	X
[REDACTED]	X	X

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Consulting Service	2008	2009
[REDACTED]	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]	[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.

MERCER

WARREN MERCER KROLL
AND
OUTCROFT/PIPER ALFREY WATSON



**Executive Remuneration Services
Global Business Standards**

Executive Remuneration Services is a leading provider of executive remuneration services, offering a wide range of services to our clients. Our services include the design and implementation of executive remuneration packages, the provision of advisory services, and the management of executive remuneration programs. We have a proven track record of delivering high-quality services to our clients, and we are committed to providing the highest quality of service to our clients.

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Ensuring the quality of our advice
Mercer is committed to ensuring the highest quality of advice to our clients. To ensure this, we have implemented a rigorous quality control process. This process includes the use of independent third-party advisors to review our advice, and the use of a peer review process to ensure that our advice is of the highest quality. We are committed to providing the highest quality of advice to our clients, and we are committed to providing the highest quality of service to our clients.

Structuring your business
Executive Remuneration Services is a leading provider of executive remuneration services, offering a wide range of services to our clients. Our services include the design and implementation of executive remuneration packages, the provision of advisory services, and the management of executive remuneration programs. We have a proven track record of delivering high-quality services to our clients, and we are committed to providing the highest quality of service to our clients.

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Connecting. Outsourcing. Investments.

**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

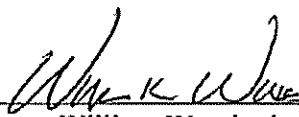
This contract shall remain effective as is amended through December 31, 2014.


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.

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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)

ADMINISTRATIVE SERVICES AGREEMENT

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.

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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:

LG&B and KU Services Company
Attn: Manager, Supply Chain
P.O. Box 32020
Louisville, Kentucky 40232

To Contractor:

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

LOUISVILLE GAS AND ELECTRIC COMPANY

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

Case No. 2014-00372

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.

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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	Accrue Audit Fees	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		39,417.00		39,417.00	923101	J007-0020-1014 Adjustment USD	A1 - Audit YE Consolidated	OCT-2014
24	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER010114	-Monthly Tax and Accounting Services; split 50/50 between LG&E an KU -Add to PO#67158	FEB-2014
25	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER120113	-COD SLR Add \$ to existing PO# 67158	FEB-2014
26	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	farmer020114	-Monthly Tax and Accounting Services; split 50/50 between LG&E an KU -Add to PO#67158	MAR-2014
27	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	farmer030114	-Monthly Tax and Accounting Services; split 50/50 between LG&E an KU -Add to PO#67158	APR-2014
28	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER040114	-Monthly Tax and Accounting Services; split 50/50 between LG&E an KU -Add to PO#67158	MAY-2014
29	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER050114	-Monthly Tax and Accounting Services; split 50/50 between LG&E an KU -Add to PO#67158	JUN-2014
30	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER060114	-Monthly Tax and Accounting Services; split 50/50 between LG&E an KU -Add to PO#67158	JUL-2014
31	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER080114	-Monthly Tax and Accounting Services; split 50/50 between LG&E an KU -Add to PO#67158	AUG-2014
32	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER090114	-Monthly Tax and Accounting Services; split 50/50 between LG&E an KU -Add to PO#67158	SEP-2014
33	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER100114	-Monthly Tax and Accounting Services; split 50/50 between LG&E an KU -Add to PO#67158	OCT-2014
34	Accounting	Financial Accounting & Analysis		14,333.00		14,333.00	923101	J007-0020-1014 Adjustment USD	Internal Controls Review and testing	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		7,400.25		7,400.25	923301	J007-0020-0414 Adjustment USD	Strothman Audit Fees	APR-2014
37	Accounting	STROTHMAN & COMPANY PSC		5,557.12		5,557.12	923301	J007-0020-0714 Adjustment USD	Strothman Audit Fees	JUL-2014
38	Accounting	STROTHMAN & COMPANY PSC		5,557.12		5,557.12	923301	J007-0020-1014 Adjustment USD	Strothman Audit Fees	OCT-2014
39	Accounting Total			662,628.49	7,000.00	669,628.49				
40	Engineering	CARDNO MM&A			1,543.75	1,543.75	923100	127528D	-PROFESSIONAL SERVICES	SEP-2014
41	Engineering	CATALYST AIR MANAGEMENT INC			25,100.00	25,100.00	923100	2014012	-RATA TESTING FOR TRIMBLE UNIT 2 INV. 2014-012 DATED 2/7/14	MAR-2014
42	Engineering	CATALYST AIR MANAGEMENT INC			16,300.00	16,300.00	923100	2014019	-RATA TESTING FOR TRIMBLE 2A & 2B INV. 2014-019 DATED 3/3/14	MAR-2014
43	Engineering	CATALYST AIR MANAGEMENT INC			28,600.00	28,600.00	923100	2014023	-RATA TESTING FOR MILL CREEK U 1 & 2 INV. 2014-023 DATED 3/18/14	MAR-2014
44	Engineering	CATALYST AIR MANAGEMENT INC			18,600.00	18,600.00	923100	2014041	-RATA TESTING FOR MILL CREEK U 4 INV. 2014-041 DATED 4/25/14	MAY-2014
45	Engineering	CDM SMITH INC			2,200.75	2,200.75	923100	80482722	-PROFESSIONAL SERVICES	MAR-2014
46	Engineering	DESIGN COLLABORATIVE INC			25.00	25.00	923900	20131001	-DESIGN COLLABORATIVE - DESIGN SERVICES VARIOUS PROJECTS AS PER INV #2013-10-01 DATED 11/4/2013	NOV-2013
47	Engineering	DESIGN COLLABORATIVE INC			234.75	234.75	923900	20131001	-DESIGN COLLABORATIVE - DESIGN SERVICES VARIOUS PROJECTS AS PER INV #2013-10-01 DATED 11/4/2013	NOV-2013
48	Engineering	DESIGN COLLABORATIVE INC			46.50	46.50	923900	20140301	-Design Collaborative Inv #2014-0301; Design work for various projects incl: LG&E Renovation; Bats Suite, TC, Stone Rd, Mt Sterling & Somerset	APR-2014
49	Engineering	DESIGN COLLABORATIVE INC			64.13	64.13	923900	20140401	-Design Collaborative - Inv #2014-0401; Design Services - Sherry Maraman and Debbie Biven	MAY-2014
50	Engineering	DESIGN COLLABORATIVE INC			109.25	109.25	923900	20140501	-Design Collaborative Inv #2014-0501 for design services Sherry Maraman and Debbie Biven	JUN-2014
51	Engineering	GANNETT FLEMING INC			87.39	87.39	923900	0572461311030	-Gannett Fleming - Inv #057246 1311030 Dept Convs SCVS-Reallocation	DEC-2013
52	Engineering	MICROBAC LABORATORIES INC			279.00	279.00	923100	EA4F01300	-invoice #EA4F01300 - Lab analysis	JUL-2014
53	Engineering	MICROBAC LABORATORIES INC			1,965.95	1,965.95	923900	EA4H01053	-invoice #EA4H01053 - lab analysis	SEP-2014
54	Engineering	MICROBAC LABORATORIES INC			2,948.75	2,948.75	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	LUCKETT AND FARLEY	NOV-2013
56	Engineering	LUCKETT AND FARLEY			46,108.86	46,108.86	923900	2013221002	-LUCKETT & FARLEY - PROFESSIONAL SERVICES - FACILITY MASTER PLAN	DEC-2013
57	Engineering	LUCKETT AND FARLEY			25,204.20	25,204.20	923900	2013221003	-LUCKETT & FARLEY - 5 YEAR MASTER PLAN - PROFESSIONAL SERVICES AS PER CONTRACT 77626	JAN-2014
58	Engineering	LUCKETT AND FARLEY			980.00	980.00	923900	2013221004	-Lockett and Farley-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	JAN-2014
59	Engineering	LUCKETT AND FARLEY			2,009.00	2,009.00	923900	2013221005	-Lockett & Farley - Inv #2013 221 00 5; Additional travel for Master Facility Plan	JUL-2014
60	Engineering Total			126,690.28	126,690.28	126,690.28				
61	Legal	BAKER BOTTS LLP			2,212.33	2,212.33	923900	1366283	-PROFESSIONAL SERVICES	DEC-2013
62	Legal	BAKER BOTTS LLP			2,697.30	2,697.30	923900	1369720	-PROFESSIONAL SERVICES	DEC-2013
63	Legal	BAKER BOTTS LLP			153.31	153.31	923900	1373554	-PROFESSIONAL SERVICES	FEB-2014
64	Legal	BAKER BOTTS LLP			156.75	156.75	923900	1377272	-PROFESSIONAL SERVICES	FEB-2014
65	Legal	BAKER BOTTS LLP			853.35	853.35	923900	1380373	-PROFESSIONAL SERVICES	MAR-2014
66	Legal	BAKER BOTTS LLP			951.11	951.11	923900	1378446	-PROFESSIONAL SERVICES	APR-2014
67	Legal	BAKER BOTTS LLP			4,136.40	4,136.40	923900	1382729	-PROFESSIONAL SERVICES	APR-2014
68	Legal	BAKER BOTTS LLP			256.50	256.50	923900	1386066	-PROFESSIONAL SERVICES	JUN-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
69	Legal	BAKER BOTTS LLP			3,018.60	3,018.60	923900	1390935	-PROFESSIONAL SERVICES	JUN-2014
70	Legal	BAKER BOTTS LLP			2,344.50	2,344.50	923900	1395661	-PROFESSIONAL SERVICES	JUL-2014
71	Legal	BAKER BOTTS LLP			854.40	854.40	923900	1399269	-PROFESSIONAL SERVICES	JUL-2014
72	Legal	BAKER BOTTS LLP			11,172.61	11,172.61	923900	1399271	-PROFESSIONAL SERVICES	SEP-2014
73	Legal	BAKER BOTTS LLP			324.00	324.00	923900	1403279	-PROFESSIONAL SERVICES	SEP-2014
74	Legal	BAKER BOTTS LLP			1,788.50	1,788.50	923900	1403281	-PROFESSIONAL SERVICES	SEP-2014
75	Legal	BAKER BOTTS LLP			5,398.20	5,398.20	923900	1407463	-PROFESSIONAL SERVICES	SEP-2014
76	Legal	BARNES AND THORNBURG LLP			872.00	872.00	923100	1626059	-PROFESSIONAL SERVICES	DEC-2013
77	Legal	BINGHAM GREENBAUM DOLL PLLC			1,589.91	1,589.91	923900	4285389	-PROFESSIONAL SERVICES	JAN-2014
78	Legal	BINGHAM GREENBAUM DOLL PLLC			21,869.55	21,869.55	923100	4285394	-PROFESSIONAL SERVICES	JAN-2014
79	Legal	BINGHAM GREENBAUM DOLL PLLC			799.50	799.50	923900	4285399	-PROFESSIONAL SERVICES	JAN-2014
80	Legal	BINGHAM GREENBAUM DOLL PLLC			28.88	28.88	923900	4285400	-PROFESSIONAL SERVICES	JAN-2014
81	Legal	BINGHAM GREENBAUM DOLL PLLC			297.88	297.88	923900	4285401	-PROFESSIONAL SERVICES	JAN-2014
82	Legal	BINGHAM GREENBAUM DOLL PLLC			210.00	210.00	923100	4285395	-PROFESSIONAL SERVICES	FEB-2014
83	Legal	BINGHAM GREENBAUM DOLL PLLC			51.50	51.50	923100	4285402	-PROFESSIONAL SERVICES	FEB-2014
84	Legal	BINGHAM GREENBAUM DOLL PLLC			345.54	345.54	923900	4288722	-PROFESSIONAL SERVICES	MAR-2014
85	Legal	BINGHAM GREENBAUM DOLL PLLC			6,424.50	6,424.50	923100	4288725	-PROFESSIONAL SERVICES	MAR-2014
86	Legal	BINGHAM GREENBAUM DOLL PLLC			119.70	119.70	923900	4288726	-PROFESSIONAL SERVICES	MAR-2014
87	Legal	BINGHAM GREENBAUM DOLL PLLC			1,889.32	1,889.32	923900	4288728	-PROFESSIONAL SERVICES	MAR-2014
88	Legal	BINGHAM GREENBAUM DOLL PLLC			22,015.75	22,015.75	923100	4288730	-PROFESSIONAL SERVICES	MAR-2014
89	Legal	BINGHAM GREENBAUM DOLL PLLC			22.31	22.31	923900	4288732	-PROFESSIONAL SERVICES	MAR-2014
90	Legal	BINGHAM GREENBAUM DOLL PLLC			28.88	28.88	923900	4291293	-PROFESSIONAL SERVICES	MAR-2014
91	Legal	BINGHAM GREENBAUM DOLL PLLC			5,296.75	5,296.75	923900	4291298	-PROFESSIONAL SERVICES	MAR-2014
92	Legal	BINGHAM GREENBAUM DOLL PLLC			6,770.70	6,770.70	923100	4291302	-PROFESSIONAL SERVICES	MAR-2014
93	Legal	BINGHAM GREENBAUM DOLL PLLC			3,640.74	3,640.74	923100	4291292	-PROFESSIONAL SERVICES	MAY-2014
94	Legal	BINGHAM GREENBAUM DOLL PLLC			2,474.50	2,474.50	923100	4293673	-PROFESSIONAL SERVICES	MAY-2014
95	Legal	BINGHAM GREENBAUM DOLL PLLC			28.88	28.88	923900	4293675	-PROFESSIONAL SERVICES	MAY-2014
96	Legal	BINGHAM GREENBAUM DOLL PLLC			598.50	598.50	923100	4295322	-PROFESSIONAL SERVICES	MAY-2014
97	Legal	BINGHAM GREENBAUM DOLL PLLC			32,772.14	32,772.14	923100	4293667	-PROFESSIONAL SERVICES	JUN-2014
98	Legal	BINGHAM GREENBAUM DOLL PLLC			9,883.80	9,883.80	923100	4293668	-PROFESSIONAL SERVICES	JUN-2014
99	Legal	BINGHAM GREENBAUM DOLL PLLC			2,698.72	2,698.72	923900	4293845	-PROFESSIONAL SERVICES	JUN-2014
100	Legal	BINGHAM GREENBAUM DOLL PLLC			252.00	252.00	923100	4296390	-PROFESSIONAL SERVICES	JUN-2014
101	Legal	BINGHAM GREENBAUM DOLL PLLC			4,023.00	4,023.00	923100	4296391	-PROFESSIONAL SERVICES	JUN-2014
102	Legal	BINGHAM GREENBAUM DOLL PLLC			221.88	221.88	923900	4296392	-PROFESSIONAL SERVICES	JUN-2014
103	Legal	BINGHAM GREENBAUM DOLL PLLC			2,398.21	2,398.21	923900	4296590	-PROFESSIONAL SERVICES	JUN-2014
104	Legal	BINGHAM GREENBAUM DOLL PLLC			24,157.60	24,157.60	923100	4296591	-PROFESSIONAL SERVICES	JUN-2014
105	Legal	BINGHAM GREENBAUM DOLL PLLC			3,907.09	3,907.09	923900	4296592	-PROFESSIONAL SERVICES	JUN-2014
106	Legal	BINGHAM GREENBAUM DOLL PLLC			305.97	305.97	923900	4299827	-PROFESSIONAL SERVICES	JUL-2014
107	Legal	BINGHAM GREENBAUM DOLL PLLC			4,564.14	4,564.14	923100	4299830	-PROFESSIONAL SERVICES	JUL-2014
108	Legal	BINGHAM GREENBAUM DOLL PLLC			2,149.98	2,149.98	923900	4299836	-PROFESSIONAL SERVICES	JUL-2014
109	Legal	BINGHAM GREENBAUM DOLL PLLC			64.61	64.61	923900	4300005	-PROFESSIONAL SERVICES	JUL-2014
110	Legal	BINGHAM GREENBAUM DOLL PLLC			8,425.50	8,425.50	923100	4300008	-PROFESSIONAL SERVICES	JUL-2014
111	Legal	BINGHAM GREENBAUM DOLL PLLC			4,476.10	4,476.10	923900	4302923	-PROFESSIONAL SERVICES	JUL-2014
112	Legal	BINGHAM GREENBAUM DOLL PLLC			2,894.58	2,894.58	923900	4302927	-PROFESSIONAL SERVICES	JUL-2014
113	Legal	BINGHAM GREENBAUM DOLL PLLC			6,408.30	6,408.30	923100	4302933	-PROFESSIONAL SERVICES	JUL-2014
114	Legal	BINGHAM GREENBAUM DOLL PLLC			554.40	554.40	923100	4302951	-PROFESSIONAL SERVICES	JUL-2014
115	Legal	BINGHAM GREENBAUM DOLL PLLC			32.00	32.00	923100	4302944	-PROFESSIONAL SERVICES	SEP-2014
116	Legal	BINGHAM GREENBAUM DOLL PLLC			4,189.25	4,189.25	923100	4304630	-PROFESSIONAL SERVICES	SEP-2014
117	Legal	BINGHAM GREENBAUM DOLL PLLC			2,772.58	2,772.58	923100	4304631	-PROFESSIONAL SERVICES	SEP-2014
118	Legal	BINGHAM GREENBAUM DOLL PLLC			4,258.82	4,258.82	923900	4304632	-PROFESSIONAL SERVICES	SEP-2014
119	Legal	BINGHAM GREENBAUM DOLL PLLC			128.21	128.21	923900	4304637	-PROFESSIONAL SERVICES	SEP-2014
120	Legal	BINGHAM GREENBAUM DOLL PLLC			23.31	23.31	923900	4304735	-PROFESSIONAL SERVICES	SEP-2014
121	Legal	BINGHAM GREENBAUM DOLL PLLC			3,224.50	3,224.50	923900	4308073	-PROFESSIONAL SERVICES	SEP-2014
122	Legal	BINGHAM GREENBAUM DOLL PLLC			160.00	160.00	923100	4308076	-PROFESSIONAL SERVICES	SEP-2014
123	Legal	BINGHAM GREENBAUM DOLL PLLC			116.55	116.55	923900	4308077	-PROFESSIONAL SERVICES	SEP-2014
124	Legal	BINGHAM GREENBAUM DOLL PLLC			2,026.80	2,026.80	923100	4308078	-PROFESSIONAL SERVICES	SEP-2014
125	Legal	BINGHAM GREENBAUM DOLL PLLC			787.50	787.50	923100	4308092	-PROFESSIONAL SERVICES	SEP-2014
126	Legal	BRACEWELL AND GIULIANI LLP			5,373.03	5,373.03	923900	21562559	-PROFESSIONAL SERVICES	DEC-2013
127	Legal	BRACEWELL AND GIULIANI LLP			1,796.26	1,796.26	923900	21566065	-PROFESSIONAL SERVICES	DEC-2013
128	Legal	BRACEWELL AND GIULIANI LLP			317.79	317.79	923900	21569045	-PROFESSIONAL SERVICES	JAN-2014
129	Legal	BRACEWELL AND GIULIANI LLP			479.36	479.36	923900	21571376	-PROFESSIONAL SERVICES	MAR-2014
130	Legal	BRACEWELL AND GIULIANI LLP			103.95	103.95	923900	21574095	-PROFESSIONAL SERVICES	MAR-2014
131	Legal	BRACEWELL AND GIULIANI LLP			2,758.90	2,758.90	923900	21574097	-PROFESSIONAL SERVICES	MAR-2014
132	Legal	BRACEWELL AND GIULIANI LLP			820.55	820.55	923900	21576810	-PROFESSIONAL SERVICES	APR-2014
133	Legal	BRACEWELL AND GIULIANI LLP			3,054.44	3,054.44	923900	91581084	-PROFESSIONAL SERVICES	JUN-2014
134	Legal	BRYAN CAVE LLP			141.25	141.25	923100	10277932	-PROFESSIONAL SERVICES	JAN-2014
135	Legal	BRYAN CAVE LLP			311.85	311.85	923900	10308791	-PROFESSIONAL SERVICES	APR-2014
136	Legal	Corporate Accounting			722.70	722.70	923100	J230-0020-1213 Prior Period Adjustment USD	Outside legal service charges billed through PPL Corporation for October 2013	DEC-2013
137	Legal	Corporate Accounting			919.80	919.80	923100	J230-0020-1213 Prior Period Adjustment USD	Outside legal service charges billed through PPL Corporation for November 2013	DEC-2013
138	Legal	DINSMORE AND SHOHL LLP			108.00	108.00	923100	3108856	-PROFESSIONAL SERVICES	NOV-2013

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
139	Legal	DINSMORE AND SHOHL LLP			5,496.25	5,496.25	923900	3131164	-PROFESSIONAL SERVICES	DEC-2013
140	Legal	DINSMORE AND SHOHL LLP			12,745.92	12,745.92	923100	3131165	-PROFESSIONAL SERVICES	DEC-2013
141	Legal	DINSMORE AND SHOHL LLP			2,611.60	2,611.60	923100	3133518	-PROFESSIONAL SERVICES	JAN-2014
142	Legal	DINSMORE AND SHOHL LLP			2,303.20	2,303.20	923100	3156595	-PROFESSIONAL SERVICES	MAR-2014
143	Legal	DINSMORE AND SHOHL LLP			108.00	108.00	923100	3171167	-PROFESSIONAL SERVICES	MAY-2014
144	Legal	DINSMORE AND SHOHL LLP			3,016.35	3,016.35	923100	3181056	-PROFESSIONAL SERVICES	MAY-2014
145	Legal	DINSMORE AND SHOHL LLP			2,680.30	2,680.30	923100	3181057	-PROFESSIONAL SERVICES	MAY-2014
146	Legal	DINSMORE AND SHOHL LLP			3,569.20	3,569.20	923100	3181058	-PROFESSIONAL SERVICES	MAY-2014
147	Legal	DINSMORE AND SHOHL LLP			1,061.10	1,061.10	923100	3204523	-PROFESSIONAL SERVICES	JUN-2014
148	Legal	DINSMORE AND SHOHL LLP			3,009.00	3,009.00	923100	3204522	-PROFESSIONAL SERVICES	JUL-2014
149	Legal	DINSMORE AND SHOHL LLP			389.00	389.00	923100	3227749	-PROFESSIONAL SERVICES	AUG-2014
150	Legal	DINSMORE AND SHOHL LLP			1,224.40	1,224.40	923100	3238167	-PROFESSIONAL SERVICES	SEP-2014
151	Legal	DINSMORE AND SHOHL LLP			812.00	812.00	923100	3238168	-PROFESSIONAL SERVICES	SEP-2014
152	Legal	DINSMORE AND SHOHL LLP			135.00	135.00	923100	3246416	-PROFESSIONAL SERVICES	SEP-2014
153	Legal	DOCUMENT SOLUTIONS INC			67.39	67.39	923100	00086235	-DSI Inv. 00086235 regarding Cane Run NOV Legal Hold	DEC-2013
154	Legal	DOCUMENT SOLUTIONS INC			1,400.00	1,400.00	923100	00086499	-DSI Inv. 00086499 re legal hold on Cane Run Citizens Suit	DEC-2013
155	Legal	DOCUMENT SOLUTIONS INC			3,390.00	3,390.00	923900	00086640	-DSI Inv. 00086640 re legal hold on Cane Run citizens lawsuit.	JAN-2014
156	Legal	DOCUMENT SOLUTIONS INC			300.00	300.00	923100	00086906	-COD GMT	FEB-2014
157	Legal	DOCUMENT SOLUTIONS INC			150.00	150.00	923100	00087449	-Document Solutions Inv. 87449 re Cane Run Suit	APR-2014
158	Legal	DOCUMENT SOLUTIONS INC			550.00	550.00	923100	00088511	-Document Solutions Inv. 00088511 re Cane Run Legal Hold	APR-2014
159	Legal	DOCUMENT SOLUTIONS INC			850.00	850.00	923900	00087953	-DSI Inv. 00087953 dated 3/13/14 re Cane Run Citizens Suit Legal Hold	MAY-2014
160	Legal	DOCUMENT SOLUTIONS INC			50.00	50.00	923100	00088984	-DSI Inv. 00088984 re Cane Run Legal Hold	JUN-2014
161	Legal	DOCUMENT SOLUTIONS INC			47,439.88	47,439.88	923900	INV00090818	-DSI Inv. INV00090818 re Legal Hold for Mill Creek Citizen Suit	SEP-2014
162	Legal	DOCUMENT SOLUTIONS INC			12,366.25	12,366.25	923100	INV00091158	-DSI Inv. INV00091158 re Mill Creek Legal Hold	OCT-2014
163	Legal	E GREGORY GOATLEY ATTORNEY AT LAW			420.00	420.00	923100	EGG110113	-PROFESSIONAL SERVICES	DEC-2013
164	Legal	E GREGORY GOATLEY ATTORNEY AT LAW			160.00	160.00	923100	1069	-PROFESSIONAL SERVICES	JUN-2014
165	Legal	E GREGORY GOATLEY ATTORNEY AT LAW			1,640.00	1,640.00	923100	1147	-PROFESSIONAL SERVICES	JUL-2014
166	Legal	E GREGORY GOATLEY ATTORNEY AT LAW			260.00	260.00	923100	1212	-PROFESSIONAL SERVICES	AUG-2014
167	Legal	E GREGORY GOATLEY ATTORNEY AT LAW			40.00	40.00	923100	1352	-PROFESSIONAL SERVICES	OCT-2014
168	Legal	EMMET MARVIN AND MARTIN LLP			1,199.81	1,199.81	923100	3828598	-PROFESSIONAL SERVICES	DEC-2013
169	Legal	EMMET MARVIN AND MARTIN LLP			593.70	593.70	923100	388652	-PROFESSIONAL SERVICES	MAY-2014
170	Legal	EMMET MARVIN AND MARTIN LLP			736.40	736.40	923100	389507	-PROFESSIONAL SERVICES	MAY-2014
171	Legal	FISHER AND PHILLIPS LLP			406.62	406.62	923100	814617	-PROFESSIONAL SERVICES	DEC-2013
172	Legal	FISHER AND PHILLIPS LLP			562.75	562.75	923900	814619	-PROFESSIONAL SERVICES	DEC-2013
173	Legal	FISHER AND PHILLIPS LLP			600.91	600.91	923900	815872	-PROFESSIONAL SERVICES	DEC-2013
174	Legal	FISHER AND PHILLIPS LLP			52.80	52.80	923900	815881	-PROFESSIONAL SERVICES	DEC-2013
175	Legal	FISHER AND PHILLIPS LLP			70.59	70.59	923900	820984	-PROFESSIONAL SERVICES	DEC-2013
176	Legal	FISHER AND PHILLIPS LLP			26.91	26.91	923900	824160	-PROFESSIONAL SERVICES	DEC-2013
177	Legal	FISHER AND PHILLIPS LLP			91.50	91.50	923100	824164	-PROFESSIONAL SERVICES	DEC-2013
178	Legal	FISHER AND PHILLIPS LLP			389.58	389.58	923900	824406	-PROFESSIONAL SERVICES	DEC-2013
179	Legal	FISHER AND PHILLIPS LLP			122.45	122.45	923100	819097	-PROFESSIONAL SERVICES	FEB-2014
180	Legal	FISHER AND PHILLIPS LLP			26.91	26.91	923900	819098	-PROFESSIONAL SERVICES	FEB-2014
181	Legal	FISHER AND PHILLIPS LLP			549.00	549.00	923100	829256	-PROFESSIONAL SERVICES	FEB-2014
182	Legal	FISHER AND PHILLIPS LLP			146.26	146.26	923900	830319	-PROFESSIONAL SERVICES	FEB-2014
183	Legal	FISHER AND PHILLIPS LLP			2,981.63	2,981.63	923900	835432	-PROFESSIONAL SERVICES	APR-2014
184	Legal	FISHER AND PHILLIPS LLP			1,309.46	1,309.46	923900	835437	-PROFESSIONAL SERVICES	APR-2014
185	Legal	FISHER AND PHILLIPS LLP			3,360.00	3,360.00	923100	835442	-PROFESSIONAL SERVICES	APR-2014
186	Legal	FISHER AND PHILLIPS LLP			943.37	943.37	923900	841313	-PROFESSIONAL SERVICES	APR-2014
187	Legal	FISHER AND PHILLIPS LLP			1,120.00	1,120.00	923100	841314	-PROFESSIONAL SERVICES	APR-2014
188	Legal	FISHER AND PHILLIPS LLP			2,409.44	2,409.44	923900	842618	-PROFESSIONAL SERVICES	APR-2014
189	Legal	FISHER AND PHILLIPS LLP			1,088.00	1,088.00	923100	845981	-PROFESSIONAL SERVICES	MAY-2014
190	Legal	FISHER AND PHILLIPS LLP			98.56	98.56	923900	845985	-PROFESSIONAL SERVICES	MAY-2014
191	Legal	FISHER AND PHILLIPS LLP			76.56	76.56	923900	845993	-PROFESSIONAL SERVICES	MAY-2014
192	Legal	FISHER AND PHILLIPS LLP			159.72	159.72	923900	852462	-PROFESSIONAL SERVICES	JUN-2014
193	Legal	FISHER AND PHILLIPS LLP			467.72	467.72	923900	852476	-PROFESSIONAL SERVICES	JUN-2014
194	Legal	FISHER AND PHILLIPS LLP			12.76	12.76	923900	857295	-PROFESSIONAL SERVICES	JUN-2014
195	Legal	FISHER AND PHILLIPS LLP			145.20	145.20	923900	857296	-PROFESSIONAL SERVICES	JUN-2014
196	Legal	FISHER AND PHILLIPS LLP			14.52	14.52	923900	857298	-PROFESSIONAL SERVICES	JUN-2014
197	Legal	FISHER AND PHILLIPS LLP			187.88	187.88	923900	862433	-PROFESSIONAL SERVICES	AUG-2014
198	Legal	FISHER AND PHILLIPS LLP			174.24	174.24	923900	862642	-PROFESSIONAL SERVICES	AUG-2014
199	Legal	FISHER AND PHILLIPS LLP			198.00	198.00	923900	862655	-PROFESSIONAL SERVICES	AUG-2014
200	Legal	FISHER AND PHILLIPS LLP			639.53	639.53	923900	866108	-PROFESSIONAL SERVICES	OCT-2014
201	Legal	FISHER AND PHILLIPS LLP			455.84	455.84	923900	866122	-PROFESSIONAL SERVICES	OCT-2014
202	Legal	FISHER AND PHILLIPS LLP			246.84	246.84	923900	873492	-PROFESSIONAL SERVICES	OCT-2014
203	Legal	FISHER AND PHILLIPS LLP			624.80	624.80	923900	873493	-PROFESSIONAL SERVICES	OCT-2014
204	Legal	FOLEY AND MANSFIELD PLLP			543.60	543.60	923900	940432	-PROFESSIONAL SERVICES	NOV-2013
205	Legal	FOLEY AND MANSFIELD PLLP			5.10	5.10	923900	953129	-PROFESSIONAL SERVICES	DEC-2013
206	Legal	FOLEY AND MANSFIELD PLLP			20.40	20.40	923900	953129	-PROFESSIONAL SERVICES	DEC-2013
207	Legal	FOLEY AND MANSFIELD PLLP			164.70	164.70	923900	953130	-PROFESSIONAL SERVICES	DEC-2013
208	Legal	FOLEY AND MANSFIELD PLLP			658.80	658.80	923900	953130	-PROFESSIONAL SERVICES	DEC-2013

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
209	Legal	FOLEY AND MANSFIELD PLLP			28.00	28.00	923900	961951	-PROFESSIONAL SERVICES	JAN-2014
210	Legal	FOLEY AND MANSFIELD PLLP			112.00	112.00	923900	961951	-PROFESSIONAL SERVICES	JAN-2014
211	Legal	FOLEY AND MANSFIELD PLLP			10.20	10.20	923900	970620	-PROFESSIONAL SERVICES	FEB-2014
212	Legal	FOLEY AND MANSFIELD PLLP			40.80	40.80	923900	970620	-PROFESSIONAL SERVICES	FEB-2014
213	Legal	FOLEY AND MANSFIELD PLLP			15.30	15.30	923900	996360	-PROFESSIONAL SERVICES	APR-2014
214	Legal	FOLEY AND MANSFIELD PLLP			61.20	61.20	923900	996360	-PROFESSIONAL SERVICES	APR-2014
215	Legal	FOLEY AND MANSFIELD PLLP			818.50	818.50	923100	996391	-PROFESSIONAL SERVICES	MAY-2014
216	Legal	FOLEY AND MANSFIELD PLLP			270.78	270.78	923100	1006252	-PROFESSIONAL SERVICES	JUN-2014
217	Legal	FOLEY AND MANSFIELD PLLP			581.00	581.00	923100	1025768	-PROFESSIONAL SERVICES	JUL-2014
218	Legal	FOLEY AND MANSFIELD PLLP			74.50	74.50	923100	1027481	-PROFESSIONAL SERVICES	AUG-2014
219	Legal	FOLEY AND MANSFIELD PLLP			51.00	51.00	923100	1036802	-PROFESSIONAL SERVICES	SEP-2014
220	Legal	Forecast & Budgeting-Corporate			(28.00)	(28.00)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
221	Legal	Forecast & Budgeting-Corporate			(52.80)	(52.80)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
222	Legal	Forecast & Budgeting-Corporate			(91.50)	(91.50)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
223	Legal	Forecast & Budgeting-Corporate			(97.43)	(97.43)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
224	Legal	Forecast & Budgeting-Corporate			(280.00)	(280.00)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
225	Legal	Forecast & Budgeting-Corporate			(316.35)	(316.35)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
226	Legal	Forecast & Budgeting-Corporate			(327.45)	(327.45)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
227	Legal	Forecast & Budgeting-Corporate			(405.95)	(405.95)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
228	Legal	Forecast & Budgeting-Corporate			(406.62)	(406.62)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
229	Legal	Forecast & Budgeting-Corporate			(432.00)	(432.00)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
230	Legal	Forecast & Budgeting-Corporate			(474.44)	(474.44)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
231	Legal	Forecast & Budgeting-Corporate			(486.00)	(486.00)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
232	Legal	Forecast & Budgeting-Corporate			(648.00)	(648.00)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
233	Legal	Forecast & Budgeting-Corporate			(957.49)	(957.49)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
234	Legal	Forecast & Budgeting-Corporate			(1,075.50)	(1,075.50)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
235	Legal	Forecast & Budgeting-Corporate			(1,148.99)	(1,148.99)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
236	Legal	Forecast & Budgeting-Corporate			(1,415.44)	(1,415.44)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
237	Legal	Forecast & Budgeting-Corporate			(1,746.00)	(1,746.00)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
238	Legal	Forecast & Budgeting-Corporate			(1,819.24)	(1,819.24)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
239	Legal	Forecast & Budgeting-Corporate			(3,939.60)	(3,939.60)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
240	Legal	Forecast & Budgeting-Corporate			(4,346.53)	(4,346.53)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
241	Legal	Forecast & Budgeting-Corporate			(4,994.03)	(4,994.03)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
242	Legal	Forecast & Budgeting-Corporate			(5,370.84)	(5,370.84)	923900	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
243	Legal	Forecast & Budgeting-Corporate			(6,083.00)	(6,083.00)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
244	Legal	Forecast & Budgeting-Corporate			(8,142.25)	(8,142.25)	923100	Reverses "J705-0020-1013 Adjustment USD"	Legal Accrual	NOV-2013
245	Legal	Forecast & Budgeting-Corporate			(562.75)	(562.75)	923900	Reverses "J705-0020-1113 Adjustment USD"	Legal Accrual	DEC-2013
246	Legal	Forecast & Budgeting-Corporate			(600.91)	(600.91)	923900	Reverses "J705-0020-1113 Adjustment USD"	Legal Accrual	DEC-2013
247	Legal	Forecast & Budgeting-Corporate			76.77	76.77	923900	J705-0020-0414 Adjustment US	Legal Accrual, Invoice 845993	APR-2014
248	Legal	Forecast & Budgeting-Corporate			98.83	98.83	923900	J705-0020-0414 Adjustment USD	Legal Accrual, Invoice 845985	APR-2014
249	Legal	Forecast & Budgeting-Corporate			(76.56)	(76.56)	923900	Reverses "J705-0020-0414 Adjustment USD"	Legal Accrual	MAY-2014
250	Legal	Forecast & Budgeting-Corporate			(98.56)	(98.56)	923900	Reverses "J705-0020-0414 Adjustment USD"	Legal Accrual	MAY-2014
251	Legal	Forecast & Budgeting-Corporate			19.13	19.13	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
252	Legal	Forecast & Budgeting-Corporate			25.60	25.60	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
253	Legal	Forecast & Budgeting-Corporate			28.00	28.00	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
254	Legal	Forecast & Budgeting-Corporate			31.50	31.50	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
255	Legal	Forecast & Budgeting-Corporate			32.76	32.76	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
256	Legal	Forecast & Budgeting-Corporate			78.75	78.75	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
257	Legal	Forecast & Budgeting-Corporate			83.16	83.16	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
258	Legal	Forecast & Budgeting-Corporate			92.86	92.86	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
259	Legal	Forecast & Budgeting-Corporate			125.99	125.99	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
260	Legal	Forecast & Budgeting-Corporate			127.50	127.50	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
261	Legal	Forecast & Budgeting-Corporate			157.77	157.77	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
262	Legal	Forecast & Budgeting-Corporate			170.00	170.00	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
263	Legal	Forecast & Budgeting-Corporate			173.24	173.24	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
264	Legal	Forecast & Budgeting-Corporate			182.46	182.46	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
265	Legal	Forecast & Budgeting-Corporate			270.27	270.27	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
266	Legal	Forecast & Budgeting-Corporate			286.11	286.11	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
267	Legal	Forecast & Budgeting-Corporate			314.99	314.99	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
268	Legal	Forecast & Budgeting-Corporate			315.40	315.40	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
269	Legal	Forecast & Budgeting-Corporate			338.00	338.00	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
270	Legal	Forecast & Budgeting-Corporate			351.48	351.48	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
271	Legal	Forecast & Budgeting-Corporate			370.30	370.30	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
272	Legal	Forecast & Budgeting-Corporate			448.23	448.23	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
273	Legal	Forecast & Budgeting-Corporate			457.20	457.20	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
274	Legal	Forecast & Budgeting-Corporate			472.50	472.50	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
275	Legal	Forecast & Budgeting-Corporate			494.00	494.00	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
276	Legal	Forecast & Budgeting-Corporate			504.00	504.00	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
277	Legal	Forecast & Budgeting-Corporate			585.31	585.31	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
278	Legal	Forecast & Budgeting-Corporate			595.61	595.61	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
279	Legal	Forecast & Budgeting-Corporate			614.22	614.22	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
280	Legal	Forecast & Budgeting-Corporate			636.25	636.25	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
281	Legal	Forecast & Budgeting-Corporate			947.70	947.70	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
282	Legal	Forecast & Budgeting-Corporate			963.00	963.00	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
283	Legal	Forecast & Budgeting-Corporate			981.46	981.46	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
284	Legal	Forecast & Budgeting-Corporate			1,024.00	1,024.00	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
285	Legal	Forecast & Budgeting-Corporate			1,069.99	1,069.99	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
286	Legal	Forecast & Budgeting-Corporate			1,099.30	1,099.30	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
287	Legal	Forecast & Budgeting-Corporate			1,102.45	1,102.45	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
288	Legal	Forecast & Budgeting-Corporate			1,146.25	1,146.25	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
289	Legal	Forecast & Budgeting-Corporate			1,175.72	1,175.72	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
290	Legal	Forecast & Budgeting-Corporate			1,183.85	1,183.85	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
291	Legal	Forecast & Budgeting-Corporate			1,209.60	1,209.60	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
292	Legal	Forecast & Budgeting-Corporate			1,225.00	1,225.00	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
293	Legal	Forecast & Budgeting-Corporate			1,429.56	1,429.56	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
294	Legal	Forecast & Budgeting-Corporate			1,446.15	1,446.15	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
295	Legal	Forecast & Budgeting-Corporate			1,462.17	1,462.17	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
296	Legal	Forecast & Budgeting-Corporate			1,476.50	1,476.50	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
297	Legal	Forecast & Budgeting-Corporate			1,590.50	1,590.50	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
298	Legal	Forecast & Budgeting-Corporate			1,619.10	1,619.10	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
299	Legal	Forecast & Budgeting-Corporate			1,750.00	1,750.00	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
300	Legal	Forecast & Budgeting-Corporate			1,751.30	1,751.30	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
301	Legal	Forecast & Budgeting-Corporate			1,886.13	1,886.13	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
302	Legal	Forecast & Budgeting-Corporate			2,023.90	2,023.90	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
303	Legal	Forecast & Budgeting-Corporate			2,225.00	2,225.00	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
304	Legal	Forecast & Budgeting-Corporate			2,387.21	2,387.21	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
305	Legal	Forecast & Budgeting-Corporate			2,614.35	2,614.35	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
306	Legal	Forecast & Budgeting-Corporate			2,841.30	2,841.30	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
307	Legal	Forecast & Budgeting-Corporate			3,098.25	3,098.25	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
308	Legal	Forecast & Budgeting-Corporate			3,119.87	3,119.87	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
309	Legal	Forecast & Budgeting-Corporate			3,247.51	3,247.51	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
310	Legal	Forecast & Budgeting-Corporate			3,276.84	3,276.84	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
311	Legal	Forecast & Budgeting-Corporate			4,312.44	4,312.44	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
312	Legal	Forecast & Budgeting-Corporate			4,684.95	4,684.95	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
313	Legal	Forecast & Budgeting-Corporate			4,995.46	4,995.46	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
314	Legal	Forecast & Budgeting-Corporate			6,121.90	6,121.90	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
315	Legal	Forecast & Budgeting-Corporate			6,124.16	6,124.16	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
316	Legal	Forecast & Budgeting-Corporate			6,365.34	6,365.34	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
317	Legal	Forecast & Budgeting-Corporate			7,793.84	7,793.84	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
318	Legal	Forecast & Budgeting-Corporate			8,600.20	8,600.20	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
319	Legal	Forecast & Budgeting-Corporate			11,570.00	11,570.00	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
320	Legal	Forecast & Budgeting-Corporate			13,300.92	13,300.92	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
321	Legal	Forecast & Budgeting-Corporate			14,011.40	14,011.40	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
322	Legal	Forecast & Budgeting-Corporate			16,527.15	16,527.15	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
323	Legal	Forecast & Budgeting-Corporate			18,788.34	18,788.34	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
324	Legal	Forecast & Budgeting-Corporate			19,724.64	19,724.64	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
325	Legal	Forecast & Budgeting-Corporate			20,589.10	20,589.10	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
326	Legal	Forecast & Budgeting-Corporate			20,809.48	20,809.48	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
327	Legal	Forecast & Budgeting-Corporate			20,861.30	20,861.30	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
328	Legal	Forecast & Budgeting-Corporate			20,935.55	20,935.55	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
329	Legal	Forecast & Budgeting-Corporate			24,269.22	24,269.22	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
330	Legal	Forecast & Budgeting-Corporate			28,512.09	28,512.09	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
331	Legal	Forecast & Budgeting-Corporate			72,338.00	72,338.00	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
332	Legal	Forecast & Budgeting-Corporate			168,528.28	168,528.28	923100	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
333	Legal	Forecast & Budgeting-Corporate			551.97	551.97	923900	J705-0020-1014 Adjustment USD	Legal Accrual	OCT-2014
334	Legal	FROST BROWN TODD LLC			215.10	215.10	923900	10856495	-PROFESSIONAL SERVICES	NOV-2013
335	Legal	FROST BROWN TODD LLC			7,100.25	7,100.25	923100	108565258	-PROFESSIONAL SERVICES	NOV-2013
336	Legal	FROST BROWN TODD LLC			405.95	405.95	923900	10855393	-PROFESSIONAL SERVICES	DEC-2013
337	Legal	FROST BROWN TODD LLC			740.50	740.50	923100	10860888	-PROFESSIONAL SERVICES	DEC-2013
338	Legal	FROST BROWN TODD LLC			399.00	399.00	923100	10860890	-PROFESSIONAL SERVICES	DEC-2013
339	Legal	FROST BROWN TODD LLC			2,204.51	2,204.51	923900	10860891	-PROFESSIONAL SERVICES	DEC-2013
340	Legal	FROST BROWN TODD LLC			21,003.22	21,003.22	923100	10860894	-PROFESSIONAL SERVICES	DEC-2013
341	Legal	FROST BROWN TODD LLC			1,569.38	1,569.38	923900	10860895	-PROFESSIONAL SERVICES	DEC-2013
342	Legal	FROST BROWN TODD LLC			4,275.00	4,275.00	923100	10860896	-PROFESSIONAL SERVICES	DEC-2013
343	Legal	FROST BROWN TODD LLC			9,123.94	9,123.94	923100	10860897	-PROFESSIONAL SERVICES	DEC-2013
344	Legal	FROST BROWN TODD LLC			5,796.39	5,796.39	923900	10861793	-PROFESSIONAL SERVICES	DEC-2013
345	Legal	FROST BROWN TODD LLC			61.52	61.52	923900	10862152	-PROFESSIONAL SERVICES	DEC-2013
346	Legal	FROST BROWN TODD LLC			2,527.11	2,527.11	923900	10862154	-PROFESSIONAL SERVICES	DEC-2013
347	Legal	FROST BROWN TODD LLC			367.75	367.75	923900	10864028	-PROFESSIONAL SERVICES	DEC-2013
348	Legal	FROST BROWN TODD LLC			599.75	599.75	923900	10864029	-PROFESSIONAL SERVICES	DEC-2013

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
349	Legal	FROST BROWN TODD LLC			199.50	199.50	923900	10864030	-PROFESSIONAL SERVICES	DEC-2013
350	Legal	FROST BROWN TODD LLC			355.34	355.34	923900	10864272	-PROFESSIONAL SERVICES	DEC-2013
351	Legal	FROST BROWN TODD LLC			532.00	532.00	923100	10864434	-PROFESSIONAL SERVICES	DEC-2013
352	Legal	FROST BROWN TODD LLC			15,634.99	15,634.99	923100	10864458	-PROFESSIONAL SERVICES	DEC-2013
353	Legal	FROST BROWN TODD LLC			5,293.98	5,293.98	923900	10865013	-PROFESSIONAL SERVICES	DEC-2013
354	Legal	FROST BROWN TODD LLC			317.50	317.50	923900	10869442	-PROFESSIONAL SERVICES	JAN-2014
355	Legal	FROST BROWN TODD LLC			2,851.74	2,851.74	923100	10872405	-PROFESSIONAL SERVICES	FEB-2014
356	Legal	FROST BROWN TODD LLC			4,402.50	4,402.50	923100	10872406	-PROFESSIONAL SERVICES	FEB-2014
357	Legal	FROST BROWN TODD LLC			571.00	571.00	923100	10873197	-PROFESSIONAL SERVICES	FEB-2014
358	Legal	FROST BROWN TODD LLC			443.16	443.16	923100	10873198	-PROFESSIONAL SERVICES	FEB-2014
359	Legal	FROST BROWN TODD LLC			2,324.78	2,324.78	923900	10873202	-PROFESSIONAL SERVICES	FEB-2014
360	Legal	FROST BROWN TODD LLC			528.00	528.00	923100	10873195	-PROFESSIONAL SERVICES	MAR-2014
361	Legal	FROST BROWN TODD LLC			31,594.62	31,594.62	923100	10873213	-PROFESSIONAL SERVICES	MAR-2014
362	Legal	FROST BROWN TODD LLC			42.75	42.75	923900	10876049	-PROFESSIONAL SERVICES	MAR-2014
363	Legal	FROST BROWN TODD LLC			171.00	171.00	923900	10876050	-PROFESSIONAL SERVICES	MAR-2014
364	Legal	FROST BROWN TODD LLC			1,371.80	1,371.80	923100	10878600	-PROFESSIONAL SERVICES	MAR-2014
365	Legal	FROST BROWN TODD LLC			1,022.00	1,022.00	923100	10878601	-PROFESSIONAL SERVICES	MAR-2014
366	Legal	FROST BROWN TODD LLC			84.00	84.00	923900	10878604	-PROFESSIONAL SERVICES	MAR-2014
367	Legal	FROST BROWN TODD LLC			11,856.30	11,856.30	923100	10878612	-PROFESSIONAL SERVICES	MAR-2014
368	Legal	FROST BROWN TODD LLC			774.00	774.00	923100	10878618	-PROFESSIONAL SERVICES	MAR-2014
369	Legal	FROST BROWN TODD LLC			725.62	725.62	923900	10878620	-PROFESSIONAL SERVICES	MAR-2014
370	Legal	FROST BROWN TODD LLC			354.45	354.45	923900	10878621	-PROFESSIONAL SERVICES	MAR-2014
371	Legal	FROST BROWN TODD LLC			628.00	628.00	923100	10878622	-PROFESSIONAL SERVICES	MAR-2014
372	Legal	FROST BROWN TODD LLC			554.04	554.04	923100	10878623	-PROFESSIONAL SERVICES	MAR-2014
373	Legal	FROST BROWN TODD LLC			722.27	722.27	923900	10879091	-PROFESSIONAL SERVICES	MAR-2014
374	Legal	FROST BROWN TODD LLC			14,122.10	14,122.10	923100	10877918A	-PROFESSIONAL SERVICES	MAR-2014
375	Legal	FROST BROWN TODD LLC			15,093.28	15,093.28	923100	10877919A	-PROFESSIONAL SERVICES	MAR-2014
376	Legal	FROST BROWN TODD LLC			86.38	86.38	923900	10880623	-PROFESSIONAL SERVICES	APR-2014
377	Legal	FROST BROWN TODD LLC			392.75	392.75	923900	10880661	-PROFESSIONAL SERVICES	APR-2014
378	Legal	FROST BROWN TODD LLC			7,778.60	7,778.60	923100	10882496	-PROFESSIONAL SERVICES	APR-2014
379	Legal	FROST BROWN TODD LLC			19,479.17	19,479.17	923900	10882574	-PROFESSIONAL SERVICES	APR-2014
380	Legal	FROST BROWN TODD LLC			134.65	134.65	923900	10884303	-PROFESSIONAL SERVICES	APR-2014
381	Legal	FROST BROWN TODD LLC			212.60	212.60	923100	10884304	-PROFESSIONAL SERVICES	APR-2014
382	Legal	FROST BROWN TODD LLC			564.74	564.74	923900	10884308	-PROFESSIONAL SERVICES	APR-2014
383	Legal	FROST BROWN TODD LLC			2,703.34	2,703.34	923100	10884309	-PROFESSIONAL SERVICES	APR-2014
384	Legal	FROST BROWN TODD LLC			1,105.50	1,105.50	923900	10884563	-PROFESSIONAL SERVICES	APR-2014
385	Legal	FROST BROWN TODD LLC			6,044.30	6,044.30	923100	10884561	-PROFESSIONAL SERVICES	MAY-2014
386	Legal	FROST BROWN TODD LLC			5,571.50	5,571.50	923100	10884564	-PROFESSIONAL SERVICES	MAY-2014
387	Legal	FROST BROWN TODD LLC			16,966.78	16,966.78	923100	10884565	-PROFESSIONAL SERVICES	MAY-2014
388	Legal	FROST BROWN TODD LLC			423.50	423.50	923900	10886936	-PROFESSIONAL SERVICES	MAY-2014
389	Legal	FROST BROWN TODD LLC			287.75	287.75	923900	10886937	-PROFESSIONAL SERVICES	MAY-2014
390	Legal	FROST BROWN TODD LLC			114.00	114.00	923900	10889363	-PROFESSIONAL SERVICES	MAY-2014
391	Legal	FROST BROWN TODD LLC			2,011.12	2,011.12	923100	10889364	-PROFESSIONAL SERVICES	MAY-2014
392	Legal	FROST BROWN TODD LLC			2,067.90	2,067.90	923100	10889614	-PROFESSIONAL SERVICES	MAY-2014
393	Legal	FROST BROWN TODD LLC			1,945.50	1,945.50	923900	10889616	-PROFESSIONAL SERVICES	MAY-2014
394	Legal	FROST BROWN TODD LLC			22,172.79	22,172.79	923100	10889619	-PROFESSIONAL SERVICES	MAY-2014
395	Legal	FROST BROWN TODD LLC			5,650.38	5,650.38	923100	10890022	-PROFESSIONAL SERVICES	MAY-2014
396	Legal	FROST BROWN TODD LLC			354.87	354.87	923900	10890025	-PROFESSIONAL SERVICES	MAY-2014
397	Legal	FROST BROWN TODD LLC			1,332.00	1,332.00	923900	10890027	-PROFESSIONAL SERVICES	MAY-2014
398	Legal	FROST BROWN TODD LLC			4,245.27	4,245.27	923100	10887278	-PROFESSIONAL SERVICES	JUN-2014
399	Legal	FROST BROWN TODD LLC			11,645.60	11,645.60	923100	10887298	-PROFESSIONAL SERVICES	JUN-2014
400	Legal	FROST BROWN TODD LLC			300.00	300.00	923100	10895762	-PROFESSIONAL SERVICES	JUN-2014
401	Legal	FROST BROWN TODD LLC			2,505.50	2,505.50	923900	10895763	-PROFESSIONAL SERVICES	JUN-2014
402	Legal	FROST BROWN TODD LLC			504.70	504.70	923900	10896147	-PROFESSIONAL SERVICES	JUN-2014
403	Legal	FROST BROWN TODD LLC			154.88	154.88	923900	10896148	-PROFESSIONAL SERVICES	JUN-2014
404	Legal	FROST BROWN TODD LLC			20.00	20.00	923100	10896149	-PROFESSIONAL SERVICES	JUN-2014
405	Legal	FROST BROWN TODD LLC			18,775.29	18,775.29	923100	10896424	-PROFESSIONAL SERVICES	JUN-2014
406	Legal	FROST BROWN TODD LLC			1,615.30	1,615.30	923100	10896425	-PROFESSIONAL SERVICES	JUN-2014
407	Legal	FROST BROWN TODD LLC			883.00	883.00	923100	10899972	-PROFESSIONAL SERVICES	JUN-2014
408	Legal	FROST BROWN TODD LLC			6,761.71	6,761.71	923100	10896150A	-PROFESSIONAL SERVICES	JUN-2014
409	Legal	FROST BROWN TODD LLC			617.08	617.08	923100	10895764	-PROFESSIONAL SERVICES	JUL-2014
410	Legal	FROST BROWN TODD LLC			27,492.32	27,492.32	923100	10895766	-PROFESSIONAL SERVICES	JUL-2014
411	Legal	FROST BROWN TODD LLC			2,887.50	2,887.50	923900	10899084	-PROFESSIONAL SERVICES	JUL-2014
412	Legal	FROST BROWN TODD LLC			15,568.50	15,568.50	923100	10899268	-PROFESSIONAL SERVICES	JUL-2014
413	Legal	FROST BROWN TODD LLC			548.60	548.60	923100	10899271	-PROFESSIONAL SERVICES	JUL-2014
414	Legal	FROST BROWN TODD LLC			653.59	653.59	923900	10901484	-PROFESSIONAL SERVICES	JUL-2014
415	Legal	FROST BROWN TODD LLC			365.75	365.75	923900	10901485	-PROFESSIONAL SERVICES	JUL-2014
416	Legal	FROST BROWN TODD LLC			23,299.17	23,299.17	923100	10901486	-PROFESSIONAL SERVICES	JUL-2014
417	Legal	FROST BROWN TODD LLC			513.00	513.00	923100	10901487	-PROFESSIONAL SERVICES	JUL-2014
418	Legal	FROST BROWN TODD LLC			59,410.15	59,410.15	923100	10901544	-PROFESSIONAL SERVICES	JUL-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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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
419	Legal	FROST BROWN TODD LLC			162.70	162.70	923100	10901545	-PROFESSIONAL SERVICES	JUL-2014
420	Legal	FROST BROWN TODD LLC			4,195.09	4,195.09	923900	10901546	-PROFESSIONAL SERVICES	JUL-2014
421	Legal	FROST BROWN TODD LLC			1,470.00	1,470.00	923900	10904638	-PROFESSIONAL SERVICES	JUL-2014
422	Legal	FROST BROWN TODD LLC			842.00	842.00	923100	10906705	-PROFESSIONAL SERVICES	JUL-2014
423	Legal	FROST BROWN TODD LLC			80.50	80.50	923900	10906709	-PROFESSIONAL SERVICES	JUL-2014
424	Legal	FROST BROWN TODD LLC			2,177.80	2,177.80	923900	10906710	-PROFESSIONAL SERVICES	JUL-2014
425	Legal	FROST BROWN TODD LLC			12,356.08	12,356.08	923100	10906712	-PROFESSIONAL SERVICES	JUL-2014
426	Legal	FROST BROWN TODD LLC			4,256.50	4,256.50	923100	10907689	-PROFESSIONAL SERVICES	JUL-2014
427	Legal	FROST BROWN TODD LLC			5,637.08	5,637.08	923900	10907832	-PROFESSIONAL SERVICES	JUL-2014
428	Legal	FROST BROWN TODD LLC			212.00	212.00	923100	10906987A	-PROFESSIONAL SERVICES	AUG-2014
429	Legal	FROST BROWN TODD LLC			99,067.04	99,067.04	923100	10904637	-PROFESSIONAL SERVICES	SEP-2014
430	Legal	FROST BROWN TODD LLC			2,018.80	2,018.80	923100	10906933	-PROFESSIONAL SERVICES	SEP-2014
431	Legal	FROST BROWN TODD LLC			1,322.50	1,322.50	923100	10911472	-PROFESSIONAL SERVICES	SEP-2014
432	Legal	FROST BROWN TODD LLC			18,113.96	18,113.96	923100	10911473	-PROFESSIONAL SERVICES	SEP-2014
433	Legal	FROST BROWN TODD LLC			526.25	526.25	923900	10912065	-PROFESSIONAL SERVICES	SEP-2014
434	Legal	FROST BROWN TODD LLC			188.00	188.00	923100	10913022	-PROFESSIONAL SERVICES	SEP-2014
435	Legal	FROST BROWN TODD LLC			32,316.42	32,316.42	923100	10913027	-PROFESSIONAL SERVICES	SEP-2014
436	Legal	FROST BROWN TODD LLC			708.40	708.40	923900	10913602	-PROFESSIONAL SERVICES	SEP-2014
437	Legal	FROST BROWN TODD LLC			528.53	528.53	923900	10913603	-PROFESSIONAL SERVICES	SEP-2014
438	Legal	FROST BROWN TODD LLC			6,165.97	6,165.97	923100	10913604	-PROFESSIONAL SERVICES	SEP-2014
439	Legal	FROST BROWN TODD LLC			485.50	485.50	923100	10913605	-PROFESSIONAL SERVICES	SEP-2014
440	Legal	FROST BROWN TODD LLC			191.50	191.50	923100	10916589	-PROFESSIONAL SERVICES	SEP-2014
441	Legal	FROST BROWN TODD LLC			153.90	153.90	923100	10916591	-PROFESSIONAL SERVICES	SEP-2014
442	Legal	FROST BROWN TODD LLC			450.00	450.00	923100	10916829	-PROFESSIONAL SERVICES	SEP-2014
443	Legal	FROST BROWN TODD LLC			22,533.86	22,533.86	923100	10917739	-PROFESSIONAL SERVICES	SEP-2014
444	Legal	FROST BROWN TODD LLC			1,418.41	1,418.41	923900	10918506	-PROFESSIONAL SERVICES	SEP-2014
445	Legal	FROST BROWN TODD LLC			33.25	33.25	923900	10918512	-PROFESSIONAL SERVICES	SEP-2014
446	Legal	FROST BROWN TODD LLC			18,024.26	18,024.26	923100	10918513A	-PROFESSIONAL SERVICES	SEP-2014
447	Legal	FROST BROWN TODD LLC			150.00	150.00	923100	10911471	-PROFESSIONAL SERVICES	OCT-2014
448	Legal	FROST BROWN TODD LLC			29,359.66	29,359.66	923100	10916832	-PROFESSIONAL SERVICES	OCT-2014
449	Legal	FROST BROWN TODD LLC			900.75	900.75	923900	10917089	-PROFESSIONAL SERVICES	OCT-2014
450	Legal	FROST BROWN TODD LLC			28.50	28.50	923900	10917090	-PROFESSIONAL SERVICES	OCT-2014
451	Legal	FROST BROWN TODD LLC			384.00	384.00	923100	10922335	-PROFESSIONAL SERVICES	OCT-2014
452	Legal	FROST BROWN TODD LLC			7,344.56	7,344.56	923100	10922337	-PROFESSIONAL SERVICES	OCT-2014
453	Legal	FULTON AND DEVLIN			280.00	280.00	923100	1062/10027/18	-PROFESSIONAL SERVICES	DEC-2013
454	Legal	FULTON AND DEVLIN			28.00	28.00	923100	1062/10030/11	-PROFESSIONAL SERVICES	DEC-2013
455	Legal	FULTON AND DEVLIN			297.07	297.07	923100	1062/10033/4	-PROFESSIONAL SERVICES	DEC-2013
456	Legal	FULTON AND DEVLIN			343.00	343.00	923100	1062/10033/5	-PROFESSIONAL SERVICES	DEC-2013
457	Legal	FULTON AND DEVLIN			772.00	772.00	923100	1062/10034/4	-PROFESSIONAL SERVICES	DEC-2013
458	Legal	FULTON AND DEVLIN			560.00	560.00	923100	1062/10034/5	-PROFESSIONAL SERVICES	DEC-2013
459	Legal	FULTON AND DEVLIN			1,650.72	1,650.72	923100	1062/10035/4	-PROFESSIONAL SERVICES	DEC-2013
460	Legal	FULTON AND DEVLIN			623.00	623.00	923100	1062/10035/5	-PROFESSIONAL SERVICES	DEC-2013
461	Legal	FULTON AND DEVLIN			126.00	126.00	923100	1062/10033/6	-PROFESSIONAL SERVICES	FEB-2014
462	Legal	FULTON AND DEVLIN			357.00	357.00	923100	1062/10034/6	-PROFESSIONAL SERVICES	FEB-2014
463	Legal	FULTON AND DEVLIN			231.00	231.00	923100	1062/10034/7	-PROFESSIONAL SERVICES	FEB-2014
464	Legal	FULTON AND DEVLIN			28.00	28.00	923100	1062/10034/8	-PROFESSIONAL SERVICES	FEB-2014
465	Legal	FULTON AND DEVLIN			1,757.00	1,757.00	923100	1062/10035/6	-PROFESSIONAL SERVICES	FEB-2014
466	Legal	FULTON AND DEVLIN			1,217.00	1,217.00	923100	1062/10035/7	-PROFESSIONAL SERVICES	FEB-2014
467	Legal	FULTON AND DEVLIN			224.00	224.00	923100	1062/10033/7	-PROFESSIONAL SERVICES	APR-2014
468	Legal	FULTON AND DEVLIN			434.00	434.00	923100	1062/10035/8	-PROFESSIONAL SERVICES	APR-2014
469	Legal	FULTON AND DEVLIN			70.00	70.00	923100	1062/10033/8	-PROFESSIONAL SERVICES	MAY-2014
470	Legal	FULTON AND DEVLIN			70.00	70.00	923100	1062/10035/9	-PROFESSIONAL SERVICES	MAY-2014
471	Legal	FULTON AND DEVLIN			28.00	28.00	923100	1062/10033/9	-PROFESSIONAL SERVICES	JUN-2014
472	Legal	FULTON AND DEVLIN			98.00	98.00	923100	1062/10035/10	-PROFESSIONAL SERVICES	JUN-2014
473	Legal	FULTON AND DEVLIN			14.00	14.00	923100	1062/10035/11	-PROFESSIONAL SERVICES	JUN-2014
474	Legal	FULTON AND DEVLIN			444.00	444.00	923100	1062/10033/10	-PROFESSIONAL SERVICES	AUG-2014
475	Legal	FULTON AND DEVLIN			1,106.16	1,106.16	923100	1062/10035/12	-PROFESSIONAL SERVICES	AUG-2014
476	Legal	FULTON AND DEVLIN			154.00	154.00	923100	1062/10033/11	-PROFESSIONAL SERVICES	OCT-2014
477	Legal	FULTON AND DEVLIN			112.00	112.00	923100	1062/10033/12	-PROFESSIONAL SERVICES	OCT-2014
478	Legal	FULTON AND DEVLIN			588.00	588.00	923100	1062/10035/13	-PROFESSIONAL SERVICES	OCT-2014
479	Legal	FULTON AND DEVLIN			161.00	161.00	923100	1062/10035/14	-PROFESSIONAL SERVICES	OCT-2014
480	Legal	FULTON AND DEVLIN			700.00	700.00	923100	1062/10039/1	-PROFESSIONAL SERVICES	OCT-2014
481	Legal	GIBSON AND SHARPS			25.00	25.00	923900	B3892	-PROFESSIONAL SERVICES	JAN-2014
482	Legal	GIBSON AND SHARPS			75.00	75.00	923900	B3910-11	-PROFESSIONAL SERVICES	JAN-2014
483	Legal	GIBSON AND SHARPS			49.49	49.49	923900	857153	-PROFESSIONAL SERVICES	MAY-2014
484	Legal	GIBSON AND SHARPS			175.15	175.15	923900	857434	-PROFESSIONAL SERVICES	MAY-2014
485	Legal	GIBSON AND SHARPS			1.00	1.00	923900	B4054	-PROFESSIONAL SERVICES	MAY-2014
486	Legal	GIBSON AND SHARPS			1.00	1.00	923900	B4055	-PROFESSIONAL SERVICES	MAY-2014
487	Legal	GIBSON AND SHARPS			1.00	1.00	923900	B4056	-PROFESSIONAL SERVICES	MAY-2014
488	Legal	GIBSON AND SHARPS			1.00	1.00	923900	B4057	-PROFESSIONAL SERVICES	MAY-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
489	Legal	GIBSON DUNN & CRUTCHER			5,846.00	5,846.00	923100	2014012069	-PROFESSIONAL SERVICES	JAN-2014
490	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			1,396.50	1,396.50	923100	4279742	-PROFESSIONAL SERVICES	NOV-2013
491	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			2,898.84	2,898.84	923900	4279734	-PROFESSIONAL SERVICES	DEC-2013
492	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			32,809.91	32,809.91	923100	4279736	-PROFESSIONAL SERVICES	DEC-2013
493	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			100.40	100.40	923900	4279737	-PROFESSIONAL SERVICES	DEC-2013
494	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			1,788.77	1,788.77	923900	4279745	-PROFESSIONAL SERVICES	DEC-2013
495	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			367.50	367.50	923100	4281918	-PROFESSIONAL SERVICES	DEC-2013
496	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			17,649.18	17,649.18	923100	4281919	-PROFESSIONAL SERVICES	DEC-2013
497	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			55.78	55.78	923900	4281923	-PROFESSIONAL SERVICES	DEC-2013
498	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			1,137.24	1,137.24	923900	4281924	-PROFESSIONAL SERVICES	DEC-2013
499	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			2,596.63	2,596.63	923100	4281932	-LEGAL SERVICES	DEC-2013
500	Legal	GREENEBAUM DOLL AND MCDONALD PLLC			24.79	24.79	923900	4281941	-PROFESSIONAL SERVICES	DEC-2013
501	Legal	GRIECO AND SCALERA PA			1,840.97	1,840.97	923900	67	-Legal Foundations of Supply Management Training 9/9/14 through 9/12/2014. Invoice 67 dated 9/13/2014	SEP-2014
502	Legal	HOGAN LOVELLS US LLP			795.00	795.00	923100	2777619	-PROFESSIONAL SERVICES	NOV-2013
503	Legal	HOGAN LOVELLS US LLP			4,163.50	4,163.50	923100	2796747A	-PROFESSIONAL SERVICES	APR-2014
504	Legal	HOLLAND & HART LLP			6,083.00	6,083.00	923100	1268137	-PROFESSIONAL SERVICES	DEC-2013
505	Legal	HUNTON AND WILLIAMS LLP			3,626.55	3,626.55	923100	199009688	-PROFESSIONAL SERVICES	DEC-2013
506	Legal	HUNTON AND WILLIAMS LLP			101,392.17	101,392.17	923100	199009689	-PROFESSIONAL SERVICES	DEC-2013
507	Legal	HUNTON AND WILLIAMS LLP			61,348.20	61,348.20	923100	199009895	-PROFESSIONAL SERVICES	DEC-2013
508	Legal	HUNTON AND WILLIAMS LLP			24,174.45	24,174.45	923100	199009896	-PROFESSIONAL SERVICES	DEC-2013
509	Legal	HUNTON AND WILLIAMS LLP			10,331.25	10,331.25	923100	199010087	-PROFESSIONAL SERVICES	MAR-2014
510	Legal	HUNTON AND WILLIAMS LLP			102,002.96	102,002.96	923100	199010088	-PROFESSIONAL SERVICES	MAR-2014
511	Legal	HUNTON AND WILLIAMS LLP			29,199.30	29,199.30	923100	199010302	-PROFESSIONAL SERVICES	MAR-2014
512	Legal	HUNTON AND WILLIAMS LLP			115,035.00	115,035.00	923100	199010303	-PROFESSIONAL SERVICES	MAR-2014
513	Legal	HUNTON AND WILLIAMS LLP			511.29	511.29	923900	199010304	-PROFESSIONAL SERVICES	MAR-2014
514	Legal	HUNTON AND WILLIAMS LLP			61,090.65	61,090.65	923100	199010506	-PROFESSIONAL SERVICES	MAR-2014
515	Legal	HUNTON AND WILLIAMS LLP			49,582.38	49,582.38	923100	199010511	-PROFESSIONAL SERVICES	MAR-2014
516	Legal	HUNTON AND WILLIAMS LLP			120.27	120.27	923900	199010512	-PROFESSIONAL SERVICES	MAR-2014
517	Legal	HUNTON AND WILLIAMS LLP			485.10	485.10	923100	199010716	-PROFESSIONAL SERVICES	MAY-2014
518	Legal	HUNTON AND WILLIAMS LLP			3,862.80	3,862.80	923100	199010719	-PROFESSIONAL SERVICES	MAY-2014
519	Legal	HUNTON AND WILLIAMS LLP			140,789.07	140,789.07	923100	199010715	-PROFESSIONAL SERVICES	JUN-2014
520	Legal	HUNTON AND WILLIAMS LLP			53,800.20	53,800.20	923100	199010718	-PROFESSIONAL SERVICES	JUN-2014
521	Legal	HUNTON AND WILLIAMS LLP			10,509.00	10,509.00	923100	199010720	-PROFESSIONAL SERVICES	JUN-2014
522	Legal	HUNTON AND WILLIAMS LLP			4,740.94	4,740.94	923100	199010932	-PROFESSIONAL SERVICES	JUN-2014
523	Legal	HUNTON AND WILLIAMS LLP			107,766.97	107,766.97	923100	199010933	-PROFESSIONAL SERVICES	JUN-2014
524	Legal	HUNTON AND WILLIAMS LLP			28,822.22	28,822.22	923900	199010934	-PROFESSIONAL SERVICES	JUN-2014
525	Legal	HUNTON AND WILLIAMS LLP			137,370.23	137,370.23	923100	199010935	-PROFESSIONAL SERVICES	JUN-2014
526	Legal	HUNTON AND WILLIAMS LLP			16,132.98	16,132.98	923100	199010717	-PROFESSIONAL SERVICES	JUL-2014
527	Legal	HUNTON AND WILLIAMS LLP			18,323.43	18,323.43	923100	199010930	-PROFESSIONAL SERVICES	JUL-2014
528	Legal	HUNTON AND WILLIAMS LLP			20,870.55	20,870.55	923100	199010931	-PROFESSIONAL SERVICES	JUL-2014
529	Legal	HUNTON AND WILLIAMS LLP			43,672.69	43,672.69	923100	199011142	-PROFESSIONAL SERVICES	JUL-2014
530	Legal	HUNTON AND WILLIAMS LLP			5,075.10	5,075.10	923100	199011143	-PROFESSIONAL SERVICES	JUL-2014
531	Legal	HUNTON AND WILLIAMS LLP			69,901.65	69,901.65	923100	199011144	-PROFESSIONAL SERVICES	JUL-2014
532	Legal	HUNTON AND WILLIAMS LLP			4,716.00	4,716.00	923100	199011145	-PROFESSIONAL SERVICES	JUL-2014
533	Legal	HUNTON AND WILLIAMS LLP			21,918.24	21,918.24	923900	199011146	-PROFESSIONAL SERVICES	JUL-2014
534	Legal	HUNTON AND WILLIAMS LLP			9,678.45	9,678.45	923100	199011342	-PROFESSIONAL SERVICES	JUL-2014
535	Legal	HUNTON AND WILLIAMS LLP			1,822.95	1,822.95	923100	199011343	-PROFESSIONAL SERVICES	JUL-2014
536	Legal	HUNTON AND WILLIAMS LLP			55,684.80	55,684.80	923100	199011345	-PROFESSIONAL SERVICES	JUL-2014
537	Legal	HUNTON AND WILLIAMS LLP			27,829.52	27,829.52	923900	199011346	-PROFESSIONAL SERVICES	JUL-2014
538	Legal	HUNTON AND WILLIAMS LLP			18,356.85	18,356.85	923100	199011344	-PROFESSIONAL SERVICES	SEP-2014
539	Legal	HUNTON AND WILLIAMS LLP			70,736.40	70,736.40	923100	199011541	-PROFESSIONAL SERVICES	SEP-2014
540	Legal	HUNTON AND WILLIAMS LLP			4,639.95	4,639.95	923100	199011542	-PROFESSIONAL SERVICES	SEP-2014
541	Legal	HUNTON AND WILLIAMS LLP			22,169.70	22,169.70	923100	199011543	-PROFESSIONAL SERVICES	SEP-2014
542	Legal	HUNTON AND WILLIAMS LLP			1,287.00	1,287.00	923100	199011544	-PROFESSIONAL SERVICES	SEP-2014
543	Legal	HUNTON AND WILLIAMS LLP			33,030.13	33,030.13	923900	199011545	-PROFESSIONAL SERVICES	SEP-2014
544	Legal	HUNTON AND WILLIAMS LLP			337.05	337.05	923100	199011740	-PROFESSIONAL SERVICES	SEP-2014
545	Legal	HUNTON AND WILLIAMS LLP			16,118.85	16,118.85	923100	199011741	-PROFESSIONAL SERVICES	SEP-2014
546	Legal	HUNTON AND WILLIAMS LLP			999.00	999.00	923100	199011742	-PROFESSIONAL SERVICES	SEP-2014
547	Legal	HUNTON AND WILLIAMS LLP			77,477.63	77,477.63	923100	199011744	-PROFESSIONAL SERVICES	SEP-2014
548	Legal	HUNTON AND WILLIAMS LLP			17,675.35	17,675.35	923900	199011745	-PROFESSIONAL SERVICES	OCT-2014
549	Legal	J BRUCE MILLER LAW GRP			2,250.00	2,250.00	923100	JBM022814B	-PROFESSIONAL SERVICES	MAR-2014
550	Legal	J BRUCE MILLER LAW GRP			2,250.00	2,250.00	923100	JBM053014B	-PROFESSIONAL SERVICES	JUN-2014
551	Legal	JONES DAY			1,075.50	1,075.50	923900	32618979	-PROFESSIONAL SERVICES	DEC-2013
552	Legal	JONES DAY			378.00	378.00	923900	32618980	-PROFESSIONAL SERVICES	DEC-2013
553	Legal	JONES DAY			2,700.00	2,700.00	923100	32618982	-PROFESSIONAL SERVICES	DEC-2013
554	Legal	JONES DAY			450.00	450.00	923900	32618986	-PROFESSIONAL SERVICES	DEC-2013
555	Legal	JONES DAY			9,780.00	9,780.00	923100	32618987	-PROFESSIONAL SERVICES	DEC-2013
556	Legal	JONES DAY			319.20	319.20	923900	32622643	-PROFESSIONAL SERVICES	DEC-2013
557	Legal	JONES DAY			307.35	307.35	923900	32622646	-PROFESSIONAL SERVICES	DEC-2013
558	Legal	JONES DAY			999.00	999.00	923100	32622647	-PROFESSIONAL SERVICES	DEC-2013

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
559	Legal	JONES DAY			49.95	49.95	923900	32636691	-PROFESSIONAL SERVICES	DEC-2013
560	Legal	JONES DAY			7,159.50	7,159.50	923100	32636692	-PROFESSIONAL SERVICES	DEC-2013
561	Legal	JONES DAY			2,331.00	2,331.00	923100	32636694	-PROFESSIONAL SERVICES	DEC-2013
562	Legal	JONES DAY			555.00	555.00	923100	32645718	-PROFESSIONAL SERVICES	DEC-2013
563	Legal	JONES DAY			555.00	555.00	923100	32645719	-PROFESSIONAL SERVICES	DEC-2013
564	Legal	JONES DAY			15.82	15.82	923900	32659339	-PROFESSIONAL SERVICES	MAR-2014
565	Legal	JONES DAY			274.17	274.17	923900	32659341	-PROFESSIONAL SERVICES	MAR-2014
566	Legal	JONES DAY			442.89	442.89	923900	32659342	-PROFESSIONAL SERVICES	MAR-2014
567	Legal	JONES DAY			421.80	421.80	923900	32675621	-PROFESSIONAL SERVICES	APR-2014
568	Legal	JONES DAY			426.19	426.19	923900	32693511	-PROFESSIONAL SERVICES	JUN-2014
569	Legal	JONES DAY			270.75	270.75	923900	32699011	-PROFESSIONAL SERVICES	JUL-2014
570	Legal	KING AND SPALDING LLP			2,203.00	2,203.00	923100	9881450	-PROFESSIONAL SERVICES	DEC-2013
571	Legal	KING AND SPALDING LLP			1,084.00	1,084.00	923100	9881452	-PROFESSIONAL SERVICES	DEC-2013
572	Legal	KING AND SPALDING LLP			1,902.00	1,902.00	923100	9886530	-PROFESSIONAL SERVICES	DEC-2013
573	Legal	KING AND SPALDING LLP			578.00	578.00	923100	9886531	-PROFESSIONAL SERVICES	DEC-2013
574	Legal	KING AND SPALDING LLP			1,388.00	1,388.00	923100	9886532	-PROFESSIONAL SERVICES	DEC-2013
575	Legal	KING AND SPALDING LLP			9,072.52	9,072.52	923100	9892838	-PROFESSIONAL SERVICES	FEB-2014
576	Legal	KING AND SPALDING LLP			336.00	336.00	923100	9898101	-PROFESSIONAL SERVICES	MAR-2014
577	Legal	KING AND SPALDING LLP			610.00	610.00	923100	9898102	-PROFESSIONAL SERVICES	MAR-2014
578	Legal	KING AND SPALDING LLP			499.00	499.00	923100	9904436	-PROFESSIONAL SERVICES	MAY-2014
579	Legal	KING AND SPALDING LLP			793.00	793.00	923100	9904438	-PROFESSIONAL SERVICES	MAY-2014
580	Legal	KING AND SPALDING LLP			1,098.00	1,098.00	923100	9904439	-PROFESSIONAL SERVICES	MAY-2014
581	Legal	KING AND SPALDING LLP			610.00	610.00	923100	9909725	-PROFESSIONAL SERVICES	MAY-2014
582	Legal	KING AND SPALDING LLP			120.00	120.00	923100	9909726	-PROFESSIONAL SERVICES	MAY-2014
583	Legal	KING AND SPALDING LLP			305.00	305.00	923100	9909727	-PROFESSIONAL SERVICES	MAY-2014
584	Legal	KING AND SPALDING LLP			1,678.00	1,678.00	923100	9909728	-PROFESSIONAL SERVICES	MAY-2014
585	Legal	KING AND SPALDING LLP			2,048.00	2,048.00	923100	9916619	-PROFESSIONAL SERVICES	JUL-2014
586	Legal	KING AND SPALDING LLP			640.00	640.00	923100	9916620	-PROFESSIONAL SERVICES	JUL-2014
587	Legal	KING AND SPALDING LLP			192.00	192.00	923100	9916622	-PROFESSIONAL SERVICES	JUL-2014
588	Legal	KING AND SPALDING LLP			125.00	125.00	923100	9921701	-PROFESSIONAL SERVICES	JUL-2014
589	Legal	KING AND SPALDING LLP			3,136.00	3,136.00	923100	9921702	-PROFESSIONAL SERVICES	JUL-2014
590	Legal	KING AND SPALDING LLP			417.00	417.00	923100	9921704	-PROFESSIONAL SERVICES	JUL-2014
591	Legal	KING AND SPALDING LLP			420.00	420.00	923100	9921705	-PROFESSIONAL SERVICES	JUL-2014
592	Legal	KING AND SPALDING LLP			317.00	317.00	923100	9926866	-PROFESSIONAL SERVICES	SEP-2014
593	Legal	KING AND SPALDING LLP			640.00	640.00	923100	9926867	-PROFESSIONAL SERVICES	SEP-2014
594	Legal	KING AND SPALDING LLP			2,929.42	2,929.42	923100	9931845	-PROFESSIONAL SERVICES	SEP-2014
595	Legal	KING AND SPALDING LLP			19,217.36	19,217.36	923100	9931847	-PROFESSIONAL SERVICES	SEP-2014
596	Legal	KING AND SPALDING LLP			523.00	523.00	923100	9937774	-PROFESSIONAL SERVICES	SEP-2014
597	Legal	KING AND SPALDING LLP			6,272.00	6,272.00	923100	9937775	-PROFESSIONAL SERVICES	SEP-2014
598	Legal	KING AND SPALDING LLP			6,928.00	6,928.00	923100	9937776	-PROFESSIONAL SERVICES	SEP-2014
599	Legal	LITTLER MENDELSON P.C.			555.91	555.91	923900	4069730	-PROFESSIONAL SERVICES	FEB-2014
600	Legal	LITTLER MENDELSON P.C.			92.65	92.65	923900	4082080	-PROFESSIONAL SERVICES	FEB-2014
601	Legal	LITTLER MENDELSON P.C.			110.88	110.88	923900	4133231	-PROFESSIONAL SERVICES	JUN-2014
602	Legal	MANATT PHELPS AND PHILLIPS LLP			18,780.01	18,780.01	923100	261135	-PROFESSIONAL SERVICES	DEC-2013
603	Legal	MANATT PHELPS AND PHILLIPS LLP			8,225.00	8,225.00	923100	265166	-PROFESSIONAL SERVICES	DEC-2013
604	Legal	MANATT PHELPS AND PHILLIPS LLP			988.26	988.26	923900	271131	-PROFESSIONAL SERVICES	MAY-2014
605	Legal	ONE SOURCE DISCOVERY			49.43	49.43	923900	0390197	-One Source Discovery Inv. 0390197 re subpoena response in Armstrong Coal	JAN-2014
606	Legal	ONE SOURCE DISCOVERY			117.62	117.62	923100	0393654	-One Source Discovery Inv. 0393654 re Mill Creek NOI	APR-2014
607	Legal	ONE SOURCE DISCOVERY			72.46	72.46	923900	0394447	-One Source Discovery Inv. 0394447 re Mill Creek NOI	APR-2014
608	Legal	ONE SOURCE DISCOVERY			88.23	88.23	923900	0394451	-One Source Discovery Inv. 0394451 re Mill Creek NOI	APR-2014
609	Legal	PILLSBURY WINTHROP SHAW PITTMAN			112.86	112.86	923900	7884326	-PROFESSIONAL SERVICES	JAN-2014
610	Legal	PILLSBURY WINTHROP SHAW PITTMAN			1,266.35	1,266.35	923900	7891502	-PROFESSIONAL SERVICES	MAR-2014
611	Legal	PILLSBURY WINTHROP SHAW PITTMAN			1,554.75	1,554.75	923100	7895980	-PROFESSIONAL SERVICES	APR-2014
612	Legal	REED SMITH LLP			350.63	350.63	923900	2507619	-PROFESSIONAL SERVICES	FEB-2014
613	Legal	REED SMITH LLP			41.25	41.25	923900	2516343	-PROFESSIONAL SERVICES	APR-2014
614	Legal	REED SMITH LLP			2,433.75	2,433.75	923900	2529548	-PROFESSIONAL SERVICES	APR-2014
615	Legal	REED SMITH LLP			577.50	577.50	923900	2541230	-PROFESSIONAL SERVICES	JUN-2014
616	Legal	REED SMITH LLP			144.38	144.38	923900	2563668	-PROFESSIONAL SERVICES	JUN-2014
617	Legal	REED SMITH LLP			660.00	660.00	923900	2577656	-PROFESSIONAL SERVICES	AUG-2014
618	Legal	REED SMITH LLP			762.30	762.30	923900	2588882	-PROFESSIONAL SERVICES	SEP-2014
619	Legal	RJ LEE GROUP INC			13,920.04	13,920.04	923100	731559	-PROFESSIONAL SERVICES	DEC-2013
620	Legal	RJ LEE GROUP INC			11,006.39	11,006.39	923100	731560	-PROFESSIONAL SERVICES	DEC-2013
621	Legal	RJ LEE GROUP INC			9,794.10	9,794.10	923100	731561	-PROFESSIONAL SERVICES	DEC-2013
622	Legal	RJ LEE GROUP INC			10,994.21	10,994.21	923100	731562	-PROFESSIONAL SERVICES	DEC-2013
623	Legal	RJ LEE GROUP INC			195.00	195.00	923100	731563	-PROFESSIONAL SERVICES	DEC-2013
624	Legal	RJ LEE GROUP INC			14,244.00	14,244.00	923100	731649	-PROFESSIONAL SERVICES	JAN-2014
625	Legal	RJ LEE GROUP INC			10,970.00	10,970.00	923100	731652	-PROFESSIONAL SERVICES	JAN-2014
626	Legal	RJ LEE GROUP INC			13,895.83	13,895.83	923100	731716	-PROFESSIONAL SERVICES	MAR-2014
627	Legal	RJ LEE GROUP INC			1,880.00	1,880.00	923100	731717	-PROFESSIONAL SERVICES	MAR-2014
628	Legal	RJ LEE GROUP INC			1,655.00	1,655.00	923100	731718	-PROFESSIONAL SERVICES	MAR-2014

LOUISVILLE GAS AND ELECTRIC 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
629	Legal	RJ LEE GROUP INC			10,981.83	10,981.83	923100	731719	-PROFESSIONAL SERVICES	MAR-2014
630	Legal	RJ LEE GROUP INC			1,560.00	1,560.00	923100	731720	-PROFESSIONAL SERVICES	MAR-2014
631	Legal	RJ LEE GROUP INC			1,982.50	1,982.50	923100	731721	-PROFESSIONAL SERVICES	MAR-2014
632	Legal	RJ LEE GROUP INC			13,884.00	13,884.00	923100	731768	-PROFESSIONAL SERVICES	MAR-2014
633	Legal	RJ LEE GROUP INC			13,884.00	13,884.00	923100	731769	-PROFESSIONAL SERVICES	MAR-2014
634	Legal	RJ LEE GROUP INC			11,570.00	11,570.00	923100	731770	-PROFESSIONAL SERVICES	MAR-2014
635	Legal	RJ LEE GROUP INC			11,570.00	11,570.00	923100	731771	-PROFESSIONAL SERVICES	MAR-2014
636	Legal	RJ LEE GROUP INC			1,152.50	1,152.50	923100	736048	-PROFESSIONAL SERVICES	JUN-2014
637	Legal	RJ LEE GROUP INC			1,152.50	1,152.50	923100	736049	-PROFESSIONAL SERVICES	JUN-2014
638	Legal	RJ LEE GROUP INC			11,590.70	11,590.70	923100	736167	-PROFESSIONAL SERVICES	JUL-2014
639	Legal	RJ LEE GROUP INC			17,197.50	17,197.50	923100	736177	-PROFESSIONAL SERVICES	JUL-2014
640	Legal	RJ LEE GROUP INC			13,314.90	13,314.90	923100	736179	-PROFESSIONAL SERVICES	JUL-2014
641	Legal	RJ LEE GROUP INC			1,860.00	1,860.00	923100	736189	-PROFESSIONAL SERVICES	JUL-2014
642	Legal	RJ LEE GROUP INC			13,386.79	13,386.79	923100	736242	-PROFESSIONAL SERVICES	SEP-2014
643	Legal	RJ LEE GROUP INC			11,662.20	11,662.20	923100	736243	-PROFESSIONAL SERVICES	SEP-2014
644	Legal	RJ LEE GROUP INC			1,217.50	1,217.50	923100	736250	-PROFESSIONAL SERVICES	SEP-2014
645	Legal	RJ LEE GROUP INC			10,982.37	10,982.37	923100	736284	-PROFESSIONAL SERVICES	SEP-2014
646	Legal	RJ LEE GROUP INC			13,915.45	13,915.45	923100	736289	-PROFESSIONAL SERVICES	SEP-2014
647	Legal	RJ LEE GROUP INC			1,453.75	1,453.75	923100	736298	-PROFESSIONAL SERVICES	SEP-2014
648	Legal	RJ LEE GROUP INC			1,291.25	1,291.25	923100	736383	-PROFESSIONAL SERVICES	OCT-2014
649	Legal	RJ LEE GROUP INC			1,295.00	1,295.00	923100	736384	-PROFESSIONAL SERVICES	OCT-2014
650	Legal	RJ LEE GROUP INC			1,105.00	1,105.00	923100	736385	-PROFESSIONAL SERVICES	OCT-2014
651	Legal	RJ LEE GROUP INC			9,706.15	9,706.15	923100	736388	-PROFESSIONAL SERVICES	OCT-2014
652	Legal	RJ LEE GROUP INC			8,612.62	8,612.62	923100	736389	-PROFESSIONAL SERVICES	OCT-2014
653	Legal	ROONEY RIPPLE & RATNASWAMY LLP			7,500.00	7,500.00	923100	2548	-PROFESSIONAL SERVICES	DEC-2013
654	Legal	SCHIFF HARDEN LLP			544.50	544.50	923900	1840345	-PROFESSIONAL SERVICES	FEB-2014
655	Legal	SCHIFF HARDEN LLP			90.75	90.75	923900	1849431	-PROFESSIONAL SERVICES	FEB-2014
656	Legal	SCHIFF HARDEN LLP			4,036.56	4,036.56	923900	1856173	-PROFESSIONAL SERVICES	APR-2014
657	Legal	SCHIFF HARDEN LLP			93.75	93.75	923900	1911207	-PROFESSIONAL SERVICES	AUG-2014
658	Legal	SCHIFF HARDEN LLP			150.00	150.00	923900	1911207	-PROFESSIONAL SERVICES	AUG-2014
659	Legal	SCHIFF HARDEN LLP			316.96	316.96	923900	1931361	-PROFESSIONAL SERVICES	OCT-2014
660	Legal	SCHIFF HARDEN LLP			2,787.10	2,787.10	923900	19259811	-PROFESSIONAL SERVICES	OCT-2014
661	Legal	SMITH CARPENTER THOMPSON FONDRISI			157.50	157.50	923100	21569	-PROFESSIONAL SERVICES	APR-2014
662	Legal	SMITH CARPENTER THOMPSON FONDRISI			35.00	35.00	923100	21609	-PROFESSIONAL SERVICES	APR-2014
663	Legal	SMITH CARPENTER THOMPSON FONDRISI			52.50	52.50	923100	21748	-PROFESSIONAL SERVICES	MAY-2014
664	Legal	STOLL KEENON OGDEN PLLC			119.23	119.23	923900	763650	-PROFESSIONAL SERVICES	DEC-2013
665	Legal	STOLL KEENON OGDEN PLLC			6,263.01	6,263.01	923900	763802	-PROFESSIONAL SERVICES	DEC-2013
666	Legal	STOLL KEENON OGDEN PLLC			3,939.60	3,939.60	923900	763806	-PROFESSIONAL SERVICES	DEC-2013
667	Legal	STOLL KEENON OGDEN PLLC			957.49	957.49	923900	764041	-PROFESSIONAL SERVICES	DEC-2013
668	Legal	STOLL KEENON OGDEN PLLC			1,148.99	1,148.99	923900	764041	-PROFESSIONAL SERVICES	DEC-2013
669	Legal	STOLL KEENON OGDEN PLLC			1,819.24	1,819.24	923900	764041	-PROFESSIONAL SERVICES	DEC-2013
670	Legal	STOLL KEENON OGDEN PLLC			4,970.92	4,970.92	923100	766399	-PROFESSIONAL SERVICES	DEC-2013
671	Legal	STOLL KEENON OGDEN PLLC			1,416.30	1,416.30	923900	766400	-PROFESSIONAL SERVICES	DEC-2013
672	Legal	STOLL KEENON OGDEN PLLC			529.00	529.00	923900	766401	-PROFESSIONAL SERVICES	DEC-2013
673	Legal	STOLL KEENON OGDEN PLLC			475.50	475.50	923100	766403	-PROFESSIONAL SERVICES	DEC-2013
674	Legal	STOLL KEENON OGDEN PLLC			343.30	343.30	923900	766826	-PROFESSIONAL SERVICES	DEC-2013
675	Legal	STOLL KEENON OGDEN PLLC			257.60	257.60	923900	766827	-PROFESSIONAL SERVICES	DEC-2013
676	Legal	STOLL KEENON OGDEN PLLC			632.53	632.53	923900	766829	-PROFESSIONAL SERVICES	DEC-2013
677	Legal	STOLL KEENON OGDEN PLLC			3,095.06	3,095.06	923900	766833	-PROFESSIONAL SERVICES	DEC-2013
678	Legal	STOLL KEENON OGDEN PLLC			158.65	158.65	923900	766834	-PROFESSIONAL SERVICES	DEC-2013
679	Legal	STOLL KEENON OGDEN PLLC			133.58	133.58	923100	766835	-PROFESSIONAL SERVICES	DEC-2013
680	Legal	STOLL KEENON OGDEN PLLC			4,856.76	4,856.76	923900	766838	-PROFESSIONAL SERVICES	DEC-2013
681	Legal	STOLL KEENON OGDEN PLLC			2,470.30	2,470.30	923900	766841	-PROFESSIONAL SERVICES	DEC-2013
682	Legal	STOLL KEENON OGDEN PLLC			2,964.36	2,964.36	923900	766841	-PROFESSIONAL SERVICES	DEC-2013
683	Legal	STOLL KEENON OGDEN PLLC			4,693.58	4,693.58	923900	766841	-PROFESSIONAL SERVICES	DEC-2013
684	Legal	STOLL KEENON OGDEN PLLC			738.79	738.79	923100	767027	-PROFESSIONAL SERVICES	DEC-2013
685	Legal	STOLL KEENON OGDEN PLLC			5,138.72	5,138.72	923100	767030	-PROFESSIONAL SERVICES	DEC-2013
686	Legal	STOLL KEENON OGDEN PLLC			1,347.39	1,347.39	923900	769801	-PROFESSIONAL SERVICES	DEC-2013
687	Legal	STOLL KEENON OGDEN PLLC			427.98	427.98	923900	769803	-PROFESSIONAL SERVICES	DEC-2013
688	Legal	STOLL KEENON OGDEN PLLC			18.90	18.90	923100	769804	-PROFESSIONAL SERVICES	DEC-2013
689	Legal	STOLL KEENON OGDEN PLLC			57.00	57.00	923100	769806	-PROFESSIONAL SERVICES	DEC-2013
690	Legal	STOLL KEENON OGDEN PLLC			384.19	384.19	923900	769833	-PROFESSIONAL SERVICES	DEC-2013
691	Legal	STOLL KEENON OGDEN PLLC			310.46	310.46	923900	769835	-PROFESSIONAL SERVICES	DEC-2013
692	Legal	STOLL KEENON OGDEN PLLC			862.79	862.79	923900	769836	-PROFESSIONAL SERVICES	DEC-2013
693	Legal	STOLL KEENON OGDEN PLLC			2,341.68	2,341.68	923100	769837	-PROFESSIONAL SERVICES	DEC-2013
694	Legal	STOLL KEENON OGDEN PLLC			4,303.60	4,303.60	923900	769838	-PROFESSIONAL SERVICES	DEC-2013
695	Legal	STOLL KEENON OGDEN PLLC			1,767.76	1,767.76	923900	769840	-PROFESSIONAL SERVICES	DEC-2013
696	Legal	STOLL KEENON OGDEN PLLC			2,121.31	2,121.31	923900	769840	-PROFESSIONAL SERVICES	DEC-2013
697	Legal	STOLL KEENON OGDEN PLLC			3,358.74	3,358.74	923900	769840	-PROFESSIONAL SERVICES	DEC-2013
698	Legal	STOLL KEENON OGDEN PLLC			615.78	615.78	923100	769845	-PROFESSIONAL SERVICES	DEC-2013

LOUISVILLE GAS AND ELECTRIC 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
699	Legal	STOLL KEENON OGDEN PLLC			966.25	966.25	923900	769960	-PROFESSIONAL SERVICES	DEC-2013
700	Legal	STOLL KEENON OGDEN PLLC			7,559.65	7,559.65	923100	770243	-PROFESSIONAL SERVICES	DEC-2013
701	Legal	STOLL KEENON OGDEN PLLC			1,916.74	1,916.74	923100	773306	-PROFESSIONAL SERVICES	FEB-2014
702	Legal	STOLL KEENON OGDEN PLLC			1,910.60	1,910.60	923100	773318	-PROFESSIONAL SERVICES	FEB-2014
703	Legal	STOLL KEENON OGDEN PLLC			13.60	13.60	923100	775200	-PROFESSIONAL SERVICES	FEB-2014
704	Legal	STOLL KEENON OGDEN PLLC			2,119.65	2,119.65	923900	773310	-PROFESSIONAL SERVICES	MAR-2014
705	Legal	STOLL KEENON OGDEN PLLC			1,230.96	1,230.96	923900	773312	-PROFESSIONAL SERVICES	MAR-2014
706	Legal	STOLL KEENON OGDEN PLLC			12,642.80	12,642.80	923900	773319	-PROFESSIONAL SERVICES	MAR-2014
707	Legal	STOLL KEENON OGDEN PLLC			4,197.86	4,197.86	923100	775003	-PROFESSIONAL SERVICES	MAR-2014
708	Legal	STOLL KEENON OGDEN PLLC			1,244.29	1,244.29	923900	775004	-PROFESSIONAL SERVICES	MAR-2014
709	Legal	STOLL KEENON OGDEN PLLC			541.35	541.35	923900	775005	-PROFESSIONAL SERVICES	MAR-2014
710	Legal	STOLL KEENON OGDEN PLLC			135.42	135.42	923900	776296	-PROFESSIONAL SERVICES	MAR-2014
711	Legal	STOLL KEENON OGDEN PLLC			299.04	299.04	923900	776297	-PROFESSIONAL SERVICES	MAR-2014
712	Legal	STOLL KEENON OGDEN PLLC			1,543.99	1,543.99	923900	776298	-PROFESSIONAL SERVICES	MAR-2014
713	Legal	STOLL KEENON OGDEN PLLC			41.71	41.71	923900	776301	-PROFESSIONAL SERVICES	MAR-2014
714	Legal	STOLL KEENON OGDEN PLLC			73.60	73.60	923100	776304	-PROFESSIONAL SERVICES	MAR-2014
715	Legal	STOLL KEENON OGDEN PLLC			927.10	927.10	923900	776307	-PROFESSIONAL SERVICES	MAR-2014
716	Legal	STOLL KEENON OGDEN PLLC			1,112.52	1,112.52	923900	776307	-PROFESSIONAL SERVICES	MAR-2014
717	Legal	STOLL KEENON OGDEN PLLC			1,761.49	1,761.49	923900	776307	-PROFESSIONAL SERVICES	MAR-2014
718	Legal	STOLL KEENON OGDEN PLLC			2,218.72	2,218.72	923100	776308	-PROFESSIONAL SERVICES	MAR-2014
719	Legal	STOLL KEENON OGDEN PLLC			2,696.26	2,696.26	923900	776309	-PROFESSIONAL SERVICES	MAR-2014
720	Legal	STOLL KEENON OGDEN PLLC			2,235.51	2,235.51	923900	776311	-PROFESSIONAL SERVICES	MAR-2014
721	Legal	STOLL KEENON OGDEN PLLC			1,820.59	1,820.59	923900	776313	-PROFESSIONAL SERVICES	MAR-2014
722	Legal	STOLL KEENON OGDEN PLLC			6,022.90	6,022.90	923900	776315	-PROFESSIONAL SERVICES	MAR-2014
723	Legal	STOLL KEENON OGDEN PLLC			2,760.00	2,760.00	923100	776320	-PROFESSIONAL SERVICES	MAR-2014
724	Legal	STOLL KEENON OGDEN PLLC			247.20	247.20	923100	776323	-PROFESSIONAL SERVICES	MAR-2014
725	Legal	STOLL KEENON OGDEN PLLC			247.20	247.20	923100	776324	-PROFESSIONAL SERVICES	MAR-2014
726	Legal	STOLL KEENON OGDEN PLLC			19.00	19.00	923100	776326	-PROFESSIONAL SERVICES	MAR-2014
727	Legal	STOLL KEENON OGDEN PLLC			494.20	494.20	923100	776331	-PROFESSIONAL SERVICES	MAR-2014
728	Legal	STOLL KEENON OGDEN PLLC			4,933.04	4,933.04	923100	776531	-PROFESSIONAL SERVICES	MAR-2014
729	Legal	STOLL KEENON OGDEN PLLC			4,598.58	4,598.58	923900	773304	-PROFESSIONAL SERVICES	APR-2014
730	Legal	STOLL KEENON OGDEN PLLC			654.44	654.44	923900	778114	-PROFESSIONAL SERVICES	APR-2014
731	Legal	STOLL KEENON OGDEN PLLC			291.66	291.66	923900	778115	-PROFESSIONAL SERVICES	APR-2014
732	Legal	STOLL KEENON OGDEN PLLC			349.99	349.99	923900	778115	-PROFESSIONAL SERVICES	APR-2014
733	Legal	STOLL KEENON OGDEN PLLC			554.15	554.15	923900	778115	-PROFESSIONAL SERVICES	APR-2014
734	Legal	STOLL KEENON OGDEN PLLC			4,942.68	4,942.68	923100	778121	-PROFESSIONAL SERVICES	APR-2014
735	Legal	STOLL KEENON OGDEN PLLC			248.36	248.36	923100	778126	-PROFESSIONAL SERVICES	APR-2014
736	Legal	STOLL KEENON OGDEN PLLC			1,814.07	1,814.07	923900	778133	-PROFESSIONAL SERVICES	APR-2014
737	Legal	STOLL KEENON OGDEN PLLC			5,679.56	5,679.56	923900	778138	-PROFESSIONAL SERVICES	APR-2014
738	Legal	STOLL KEENON OGDEN PLLC			5,619.77	5,619.77	923900	778145	-PROFESSIONAL SERVICES	APR-2014
739	Legal	STOLL KEENON OGDEN PLLC			105.00	105.00	923100	778146	-PROFESSIONAL SERVICES	APR-2014
740	Legal	STOLL KEENON OGDEN PLLC			10,636.10	10,636.10	923900	778147	-PROFESSIONAL SERVICES	APR-2014
741	Legal	STOLL KEENON OGDEN PLLC			601.40	601.40	923100	778153	-PROFESSIONAL SERVICES	APR-2014
742	Legal	STOLL KEENON OGDEN PLLC			543.20	543.20	923100	778154	-PROFESSIONAL SERVICES	APR-2014
743	Legal	STOLL KEENON OGDEN PLLC			5,075.60	5,075.60	923100	778157	-PROFESSIONAL SERVICES	APR-2014
744	Legal	STOLL KEENON OGDEN PLLC			3,584.91	3,584.91	923900	778193	-PROFESSIONAL SERVICES	APR-2014
745	Legal	STOLL KEENON OGDEN PLLC			389.16	389.16	923900	778194	-PROFESSIONAL SERVICES	APR-2014
746	Legal	STOLL KEENON OGDEN PLLC			13,072.60	13,072.60	923100	778118	-PROFESSIONAL SERVICES	MAY-2014
747	Legal	STOLL KEENON OGDEN PLLC			440.24	440.24	923900	779424	-PROFESSIONAL SERVICES	MAY-2014
748	Legal	STOLL KEENON OGDEN PLLC			528.29	528.29	923900	779424	-PROFESSIONAL SERVICES	MAY-2014
749	Legal	STOLL KEENON OGDEN PLLC			836.46	836.46	923900	779424	-PROFESSIONAL SERVICES	MAY-2014
750	Legal	STOLL KEENON OGDEN PLLC			772.80	772.80	923100	779425	-PROFESSIONAL SERVICES	MAY-2014
751	Legal	STOLL KEENON OGDEN PLLC			4,767.00	4,767.00	923100	779427	-PROFESSIONAL SERVICES	MAY-2014
752	Legal	STOLL KEENON OGDEN PLLC			1,685.09	1,685.09	923900	779434	-PROFESSIONAL SERVICES	MAY-2014
753	Legal	STOLL KEENON OGDEN PLLC			500.92	500.92	923900	779435	-PROFESSIONAL SERVICES	MAY-2014
754	Legal	STOLL KEENON OGDEN PLLC			9,187.63	9,187.63	923900	779437	-PROFESSIONAL SERVICES	MAY-2014
755	Legal	STOLL KEENON OGDEN PLLC			24,095.73	24,095.73	923900	779443	-PROFESSIONAL SERVICES	MAY-2014
756	Legal	STOLL KEENON OGDEN PLLC			5,387.40	5,387.40	923900	779444	-PROFESSIONAL SERVICES	MAY-2014
757	Legal	STOLL KEENON OGDEN PLLC			9,282.14	9,282.14	923100	779455	-PROFESSIONAL SERVICES	MAY-2014
758	Legal	STOLL KEENON OGDEN PLLC			60.13	60.13	923900	779459	-PROFESSIONAL SERVICES	MAY-2014
759	Legal	STOLL KEENON OGDEN PLLC			5,268.44	5,268.44	923100	783157	-PROFESSIONAL SERVICES	JUN-2014
760	Legal	STOLL KEENON OGDEN PLLC			483.00	483.00	923100	783168	-PROFESSIONAL SERVICES	JUN-2014
761	Legal	STOLL KEENON OGDEN PLLC			764.06	764.06	923900	783169	-PROFESSIONAL SERVICES	JUN-2014
762	Legal	STOLL KEENON OGDEN PLLC			19.40	19.40	923100	783170	-PROFESSIONAL SERVICES	JUN-2014
763	Legal	STOLL KEENON OGDEN PLLC			2,493.31	2,493.31	923900	783173	-PROFESSIONAL SERVICES	JUN-2014
764	Legal	STOLL KEENON OGDEN PLLC			771.04	771.04	923900	783174	-PROFESSIONAL SERVICES	JUN-2014
765	Legal	STOLL KEENON OGDEN PLLC			2,435.68	2,435.68	923100	783182	-PROFESSIONAL SERVICES	JUN-2014
766	Legal	STOLL KEENON OGDEN PLLC			994.30	994.30	923900	783186	-PROFESSIONAL SERVICES	JUN-2014
767	Legal	STOLL KEENON OGDEN PLLC			11,128.95	11,128.95	923900	783190	-PROFESSIONAL SERVICES	JUN-2014
768	Legal	STOLL KEENON OGDEN PLLC			7,280.62	7,280.62	923900	783193	-PROFESSIONAL SERVICES	JUN-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
769	Legal	STOLL KEENON OGDEN PLLC			15,667.17	15,667.17	923900 783194		-PROFESSIONAL SERVICES	JUN-2014
770	Legal	STOLL KEENON OGDEN PLLC			42.90	42.90	923900 783281		-PROFESSIONAL SERVICES	JUN-2014
771	Legal	STOLL KEENON OGDEN PLLC			828.80	828.80	923100 785111		-PROFESSIONAL SERVICES	JUN-2014
772	Legal	STOLL KEENON OGDEN PLLC			117.98	117.98	923900 785341		-PROFESSIONAL SERVICES	JUN-2014
773	Legal	STOLL KEENON OGDEN PLLC			593.50	593.50	923100 783167		-PROFESSIONAL SERVICES	JUL-2014
774	Legal	STOLL KEENON OGDEN PLLC			379.00	379.00	923100 785083		-PROFESSIONAL SERVICES	JUL-2014
775	Legal	STOLL KEENON OGDEN PLLC			368.60	368.60	923100 785085		-PROFESSIONAL SERVICES	JUL-2014
776	Legal	STOLL KEENON OGDEN PLLC			68.22	68.22	923900 785087		-PROFESSIONAL SERVICES	JUL-2014
777	Legal	STOLL KEENON OGDEN PLLC			2,670.61	2,670.61	923100 785088		-PROFESSIONAL SERVICES	JUL-2014
778	Legal	STOLL KEENON OGDEN PLLC			2,972.30	2,972.30	923900 785093		-PROFESSIONAL SERVICES	JUL-2014
779	Legal	STOLL KEENON OGDEN PLLC			531.16	531.16	923900 785094		-PROFESSIONAL SERVICES	JUL-2014
780	Legal	STOLL KEENON OGDEN PLLC			71.25	71.25	923900 785095		-PROFESSIONAL SERVICES	JUL-2014
781	Legal	STOLL KEENON OGDEN PLLC			439.60	439.60	923100 785108		-PROFESSIONAL SERVICES	JUL-2014
782	Legal	STOLL KEENON OGDEN PLLC			56.85	56.85	923900 785110		-PROFESSIONAL SERVICES	JUL-2014
783	Legal	STOLL KEENON OGDEN PLLC			94.75	94.75	923900 785112		-PROFESSIONAL SERVICES	JUL-2014
784	Legal	STOLL KEENON OGDEN PLLC			12,352.07	12,352.07	923900 785344		-PROFESSIONAL SERVICES	JUL-2014
785	Legal	STOLL KEENON OGDEN PLLC			988.66	988.66	923100 786197		-PROFESSIONAL SERVICES	JUL-2014
786	Legal	STOLL KEENON OGDEN PLLC			5,428.24	5,428.24	923100 786200		-PROFESSIONAL SERVICES	JUL-2014
787	Legal	STOLL KEENON OGDEN PLLC			2,559.50	2,559.50	923900 786204		-PROFESSIONAL SERVICES	JUL-2014
788	Legal	STOLL KEENON OGDEN PLLC			6,206.90	6,206.90	923900 786205		-PROFESSIONAL SERVICES	JUL-2014
789	Legal	STOLL KEENON OGDEN PLLC			11,752.03	11,752.03	923900 786214		-PROFESSIONAL SERVICES	JUL-2014
790	Legal	STOLL KEENON OGDEN PLLC			399.35	399.35	923900 786224		-PROFESSIONAL SERVICES	JUL-2014
791	Legal	STOLL KEENON OGDEN PLLC			650.28	650.28	923100 786225		-PROFESSIONAL SERVICES	JUL-2014
792	Legal	STOLL KEENON OGDEN PLLC			606.40	606.40	923900 786226		-PROFESSIONAL SERVICES	JUL-2014
793	Legal	STOLL KEENON OGDEN PLLC			1,583.96	1,583.96	923100 786222		-PROFESSIONAL SERVICES	AUG-2014
794	Legal	STOLL KEENON OGDEN PLLC			504.08	504.08	923900 787015		-PROFESSIONAL SERVICES	AUG-2014
795	Legal	STOLL KEENON OGDEN PLLC			912.00	912.00	923100 787581		-PROFESSIONAL SERVICES	AUG-2014
796	Legal	STOLL KEENON OGDEN PLLC			217.80	217.80	923100 786193a		-PROFESSIONAL SERVICES	AUG-2014
797	Legal	STOLL KEENON OGDEN PLLC			36,336.04	36,336.04	923100 786194a		-PROFESSIONAL SERVICES	AUG-2014
798	Legal	STOLL KEENON OGDEN PLLC			5,168.40	5,168.40	923100 790465		-PROFESSIONAL SERVICES	SEP-2014
799	Legal	STOLL KEENON OGDEN PLLC			25,241.96	25,241.96	923100 790466		-PROFESSIONAL SERVICES	SEP-2014
800	Legal	STOLL KEENON OGDEN PLLC			13,838.00	13,838.00	923100 790471		-PROFESSIONAL SERVICES	SEP-2014
801	Legal	STOLL KEENON OGDEN PLLC			18.55	18.55	923900 790472		-PROFESSIONAL SERVICES	SEP-2014
802	Legal	STOLL KEENON OGDEN PLLC			5,474.61	5,474.61	923100 790473		-PROFESSIONAL SERVICES	SEP-2014
803	Legal	STOLL KEENON OGDEN PLLC			2,135.81	2,135.81	923900 790477		-PROFESSIONAL SERVICES	SEP-2014
804	Legal	STOLL KEENON OGDEN PLLC			331.63	331.63	923900 790478		-PROFESSIONAL SERVICES	SEP-2014
805	Legal	STOLL KEENON OGDEN PLLC			8,048.59	8,048.59	923900 790485		-PROFESSIONAL SERVICES	SEP-2014
806	Legal	STOLL KEENON OGDEN PLLC			188.40	188.40	923100 790489		-PROFESSIONAL SERVICES	SEP-2014
807	Legal	STOLL KEENON OGDEN PLLC			793.10	793.10	923100 790492		-PROFESSIONAL SERVICES	SEP-2014
808	Legal	STOLL KEENON OGDEN PLLC			37.90	37.90	923900 790493		-PROFESSIONAL SERVICES	SEP-2014
809	Legal	STOLL KEENON OGDEN PLLC			2,103.19	2,103.19	923900 790496		-PROFESSIONAL SERVICES	SEP-2014
810	Legal	STOLL KEENON OGDEN PLLC			1,008.10	1,008.10	923100 792283		-PROFESSIONAL SERVICES	SEP-2014
811	Legal	STOLL KEENON OGDEN PLLC			68.22	68.22	923900 792284		-PROFESSIONAL SERVICES	SEP-2014
812	Legal	STOLL KEENON OGDEN PLLC			4,373.08	4,373.08	923100 792285		-PROFESSIONAL SERVICES	SEP-2014
813	Legal	STOLL KEENON OGDEN PLLC			11,562.85	11,562.85	923900 792293		-PROFESSIONAL SERVICES	SEP-2014
814	Legal	STOLL KEENON OGDEN PLLC			37.90	37.90	923900 792302		-PROFESSIONAL SERVICES	SEP-2014
815	Legal	STOLL KEENON OGDEN PLLC			1,384.96	1,384.96	923900 792303		-PROFESSIONAL SERVICES	SEP-2014
816	Legal	STOLL KEENON OGDEN PLLC			9,786.50	9,786.50	923100 792308		-PROFESSIONAL SERVICES	SEP-2014
817	Legal	STOLL KEENON OGDEN PLLC			239.30	239.30	923100 786199		-PROFESSIONAL SERVICES	OCT-2014
818	Legal	STOLL KEENON OGDEN PLLC			32.17	32.17	923900 790457		-PROFESSIONAL SERVICES	OCT-2014
819	Legal	STOLL KEENON OGDEN PLLC			316.96	316.96	923100 790494		-PROFESSIONAL SERVICES	OCT-2014
820	Legal	STOLL KEENON OGDEN PLLC			135.80	135.80	923100 792305		-PROFESSIONAL SERVICES	OCT-2014
821	Legal	STOLL KEENON OGDEN PLLC			18,176.06	18,176.06	923100 792307		-PROFESSIONAL SERVICES	OCT-2014
822	Legal	THOMSON WEST			1,760.39	1,760.39	923900 27-NOV-2013 11:11 SERV		-THOMSON WEST**TCD #426746	NOV-2013
823	Legal	THOMSON WEST			1,760.39	1,760.39	923900 30-JAN-2014 09:01 SERV		-THOMSON WEST**TCD #426662	JAN-2014
824	Legal	THOMSON WEST			1,760.39	1,760.39	923900 30-JAN-2014 09:01 SERV		-THOMSON WEST**TCD #426662	JAN-2014
825	Legal	THOMSON WEST			1,760.39	1,760.39	923900 27-FEB-2014 13:02 SERV		-THOMSON WEST**TCD #426746	FEB-2014
826	Legal	THOMSON WEST			1,760.39	1,760.39	923900 27-MAR-2014 12:03 SERV		-THOMSON WEST**TCD #426746	MAR-2014
827	Legal	THOMSON WEST			1,760.39	1,760.39	923900 29-APR-2014 14:04 SERV		-THOMSON WEST**TCD #426746	APR-2014
828	Legal	THOMSON WEST			1,629.76	1,629.76	923900 29-MAY-2014 11:05 SERV		-THOMSON WEST**TCD #426746	MAY-2014
829	Legal	THOMSON WEST			1,629.76	1,629.76	923900 27-JUN-2014 13:06 SERV		-THOMSON WEST**TCD #426746	JUN-2014
830	Legal	THOMSON WEST			1,629.76	1,629.76	923900 29-JUL-2014 13:07 SERV		-THOMSON WEST**TCD #426662	JUL-2014
831	Legal	THOMSON WEST			1,629.76	1,629.76	923900 27-AUG-2014 13:08 SERV		-THOMSON WEST**TCD #411299	AUG-2014
832	Legal	THOMSON WEST			1,629.76	1,629.76	923900 29-OCT-2014 06:10 SERV		-THOMSON WEST**TCD #453093	OCT-2014
833	Legal	THOMSON WEST			1,629.76	1,629.76	923900 29-SEP-2014 11:09 SERV		-THOMSON WEST**TCD #426662	OCT-2014
834	Legal	TROUTMAN SANDERS LLP			5,112.19	5,112.19	923900 1525256		-PROFESSIONAL SERVICES	NOV-2013
835	Legal	TROUTMAN SANDERS LLP			876.38	876.38	923900 1525266		-PROFESSIONAL SERVICES	NOV-2013
836	Legal	TROUTMAN SANDERS LLP			231.66	231.66	923900 1534582		-PROFESSIONAL SERVICES	NOV-2013
837	Legal	TROUTMAN SANDERS LLP			6,256.56	6,256.56	923900 1534583		-PROFESSIONAL SERVICES	NOV-2013
838	Legal	TROUTMAN SANDERS LLP			727.65	727.65	923900 1534585		-PROFESSIONAL SERVICES	NOV-2013

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
839	Legal	TROUTMAN SANDERS LLP			163.35	163.35	923900	1534586	-PROFESSIONAL SERVICES	NOV-2013
840	Legal	TROUTMAN SANDERS LLP			1,926.60	1,926.60	923900	1534588	-PROFESSIONAL SERVICES	NOV-2013
841	Legal	TROUTMAN SANDERS LLP			2,301.75	2,301.75	923900	1534590	-PROFESSIONAL SERVICES	NOV-2013
842	Legal	TROUTMAN SANDERS LLP			579.15	579.15	923900	1534591	-PROFESSIONAL SERVICES	NOV-2013
843	Legal	TROUTMAN SANDERS LLP			5,922.02	5,922.02	923900	1534592	-PROFESSIONAL SERVICES	NOV-2013
844	Legal	TROUTMAN SANDERS LLP			450.95	450.95	923900	1534593	-PROFESSIONAL SERVICES	NOV-2013
845	Legal	TROUTMAN SANDERS LLP			34.32	34.32	923900	1534594	-PROFESSIONAL SERVICES	NOV-2013
846	Legal	TROUTMAN SANDERS LLP			2,932.88	2,932.88	923900	1534595	-PROFESSIONAL SERVICES	NOV-2013
847	Legal	TROUTMAN SANDERS LLP			3,507.57	3,507.57	923900	1534596	-PROFESSIONAL SERVICES	NOV-2013
848	Legal	TROUTMAN SANDERS LLP			1,057.65	1,057.65	923900	1534597	-PROFESSIONAL SERVICES	NOV-2013
849	Legal	TROUTMAN SANDERS LLP			1,081.68	1,081.68	923900	1534598	-PROFESSIONAL SERVICES	NOV-2013
850	Legal	TROUTMAN SANDERS LLP			474.44	474.44	923900	1530516	-PROFESSIONAL SERVICES	DEC-2013
851	Legal	TROUTMAN SANDERS LLP			4,994.03	4,994.03	923900	1530518	-PROFESSIONAL SERVICES	DEC-2013
852	Legal	TROUTMAN SANDERS LLP			2,869.00	2,869.00	923900	1534584	-PROFESSIONAL SERVICES	DEC-2013
853	Legal	TROUTMAN SANDERS LLP			646.14	646.14	923900	1534587	-PROFESSIONAL SERVICES	DEC-2013
854	Legal	TROUTMAN SANDERS LLP			51.75	51.75	923900	1539987	-PROFESSIONAL SERVICES	DEC-2013
855	Legal	TROUTMAN SANDERS LLP			65.55	65.55	923900	1539987	-PROFESSIONAL SERVICES	DEC-2013
856	Legal	TROUTMAN SANDERS LLP			3,223.44	3,223.44	923900	1539988	-PROFESSIONAL SERVICES	DEC-2013
857	Legal	TROUTMAN SANDERS LLP			1,007.00	1,007.00	923900	1539990	-PROFESSIONAL SERVICES	DEC-2013
858	Legal	TROUTMAN SANDERS LLP			1,009.80	1,009.80	923900	1539991	-PROFESSIONAL SERVICES	DEC-2013
859	Legal	TROUTMAN SANDERS LLP			263.01	263.01	923900	1539992	-PROFESSIONAL SERVICES	DEC-2013
860	Legal	TROUTMAN SANDERS LLP			291.33	291.33	923900	1539994	-PROFESSIONAL SERVICES	DEC-2013
861	Legal	TROUTMAN SANDERS LLP			300.67	300.67	923900	1539995	-PROFESSIONAL SERVICES	DEC-2013
862	Legal	TROUTMAN SANDERS LLP			219.84	219.84	923900	1539997	-PROFESSIONAL SERVICES	DEC-2013
863	Legal	TROUTMAN SANDERS LLP			1,622.80	1,622.80	923900	1539998	-PROFESSIONAL SERVICES	DEC-2013
864	Legal	TROUTMAN SANDERS LLP			931.50	931.50	923900	1539999	-PROFESSIONAL SERVICES	DEC-2013
865	Legal	TROUTMAN SANDERS LLP			1,242.00	1,242.00	923900	1539999	-PROFESSIONAL SERVICES	DEC-2013
866	Legal	TROUTMAN SANDERS LLP			3,668.64	3,668.64	923900	1540000	-PROFESSIONAL SERVICES	DEC-2013
867	Legal	TROUTMAN SANDERS LLP			333.96	333.96	923900	1540001	-PROFESSIONAL SERVICES	DEC-2013
868	Legal	TROUTMAN SANDERS LLP			5,193.89	5,193.89	923900	1541400	-PROFESSIONAL SERVICES	DEC-2013
869	Legal	TROUTMAN SANDERS LLP			211.20	211.20	923900	1552148	-PROFESSIONAL SERVICES	FEB-2014
870	Legal	TROUTMAN SANDERS LLP			1,929.18	1,929.18	923900	1552149	-PROFESSIONAL SERVICES	FEB-2014
871	Legal	TROUTMAN SANDERS LLP			227.04	227.04	923900	1552150	-PROFESSIONAL SERVICES	FEB-2014
872	Legal	TROUTMAN SANDERS LLP			502.49	502.49	923900	1552151	-PROFESSIONAL SERVICES	FEB-2014
873	Legal	TROUTMAN SANDERS LLP			516.80	516.80	923900	1552154	-PROFESSIONAL SERVICES	FEB-2014
874	Legal	TROUTMAN SANDERS LLP			3,118.50	3,118.50	923900	1552155	-PROFESSIONAL SERVICES	FEB-2014
875	Legal	TROUTMAN SANDERS LLP			663.34	663.34	923900	1552156	-PROFESSIONAL SERVICES	FEB-2014
876	Legal	TROUTMAN SANDERS LLP			46.41	46.41	923900	1552158	-PROFESSIONAL SERVICES	FEB-2014
877	Legal	TROUTMAN SANDERS LLP			220.94	220.94	923900	1552159	-PROFESSIONAL SERVICES	FEB-2014
878	Legal	TROUTMAN SANDERS LLP			124.53	124.53	923900	1552160	-PROFESSIONAL SERVICES	FEB-2014
879	Legal	TROUTMAN SANDERS LLP			528.77	528.77	923900	1552161	-PROFESSIONAL SERVICES	FEB-2014
880	Legal	TROUTMAN SANDERS LLP			838.50	838.50	923100	1557873	-PROFESSIONAL SERVICES	MAR-2014
881	Legal	TROUTMAN SANDERS LLP			368.64	368.64	923900	1552152	-PROFESSIONAL SERVICES	APR-2014
882	Legal	TROUTMAN SANDERS LLP			103.20	103.20	923900	1557871	-PROFESSIONAL SERVICES	APR-2014
883	Legal	TROUTMAN SANDERS LLP			174.24	174.24	923900	1557872	-PROFESSIONAL SERVICES	APR-2014
884	Legal	TROUTMAN SANDERS LLP			212.80	212.80	923900	1557875	-PROFESSIONAL SERVICES	APR-2014
885	Legal	TROUTMAN SANDERS LLP			3,660.03	3,660.03	923900	1557876	-PROFESSIONAL SERVICES	APR-2014
886	Legal	TROUTMAN SANDERS LLP			1,262.25	1,262.25	923900	1557878	-PROFESSIONAL SERVICES	APR-2014
887	Legal	TROUTMAN SANDERS LLP			283.20	283.20	923900	1557879	-PROFESSIONAL SERVICES	APR-2014
888	Legal	TROUTMAN SANDERS LLP			2,627.99	2,627.99	923900	1557880	-PROFESSIONAL SERVICES	APR-2014
889	Legal	TROUTMAN SANDERS LLP			3,695.52	3,695.52	923900	1557881	-PROFESSIONAL SERVICES	APR-2014
890	Legal	TROUTMAN SANDERS LLP			268.32	268.32	923900	1564465	-PROFESSIONAL SERVICES	APR-2014
891	Legal	TROUTMAN SANDERS LLP			1,262.25	1,262.25	923900	1564466	-PROFESSIONAL SERVICES	APR-2014
892	Legal	TROUTMAN SANDERS LLP			542.42	542.42	923900	1564468	-PROFESSIONAL SERVICES	APR-2014
893	Legal	TROUTMAN SANDERS LLP			306.13	306.13	923900	1564469	-PROFESSIONAL SERVICES	APR-2014
894	Legal	TROUTMAN SANDERS LLP			758.16	758.16	923900	1564470	-PROFESSIONAL SERVICES	APR-2014
895	Legal	TROUTMAN SANDERS LLP			773.19	773.19	923900	1564471	-PROFESSIONAL SERVICES	APR-2014
896	Legal	TROUTMAN SANDERS LLP			2,806.65	2,806.65	923900	1564472	-PROFESSIONAL SERVICES	APR-2014
897	Legal	TROUTMAN SANDERS LLP			1,366.20	1,366.20	923900	1565043	-PROFESSIONAL SERVICES	APR-2014
898	Legal	TROUTMAN SANDERS LLP			162.70	162.70	923900	1565044	-PROFESSIONAL SERVICES	APR-2014
899	Legal	TROUTMAN SANDERS LLP			283.14	283.14	923900	1565046	-PROFESSIONAL SERVICES	APR-2014
900	Legal	TROUTMAN SANDERS LLP			1,313.90	1,313.90	923900	1565047	-PROFESSIONAL SERVICES	APR-2014
901	Legal	TROUTMAN SANDERS LLP			1,517.93	1,517.93	923900	1571979	-PROFESSIONAL SERVICES	MAY-2014
902	Legal	TROUTMAN SANDERS LLP			801.90	801.90	923900	1571982	-PROFESSIONAL SERVICES	MAY-2014
903	Legal	TROUTMAN SANDERS LLP			41.67	41.67	923900	1571985	-PROFESSIONAL SERVICES	MAY-2014
904	Legal	TROUTMAN SANDERS LLP			89.10	89.10	923900	1571986	-PROFESSIONAL SERVICES	MAY-2014
905	Legal	TROUTMAN SANDERS LLP			1,202.85	1,202.85	923900	1571987	-PROFESSIONAL SERVICES	MAY-2014
906	Legal	TROUTMAN SANDERS LLP			3,416.66	3,416.66	923900	1571988	-PROFESSIONAL SERVICES	MAY-2014
907	Legal	TROUTMAN SANDERS LLP			2,108.70	2,108.70	923900	1572001	-PROFESSIONAL SERVICES	MAY-2014
908	Legal	TROUTMAN SANDERS LLP			731.52	731.52	923900	1571978	-PROFESSIONAL SERVICES	JUN-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
909	Legal	TROUTMAN SANDERS LLP			395.20	395.20	923900	1571981	-PROFESSIONAL SERVICES	JUN-2014
910	Legal	TROUTMAN SANDERS LLP			799.20	799.20	923900	1571984	-PROFESSIONAL SERVICES	JUN-2014
911	Legal	TROUTMAN SANDERS LLP			367.20	367.20	923900	1572002	-PROFESSIONAL SERVICES	JUN-2014
912	Legal	TROUTMAN SANDERS LLP			446.16	446.16	923900	1577659	-PROFESSIONAL SERVICES	JUN-2014
913	Legal	TROUTMAN SANDERS LLP			193.05	193.05	923900	1577661	-PROFESSIONAL SERVICES	JUN-2014
914	Legal	TROUTMAN SANDERS LLP			182.40	182.40	923900	1577665	-PROFESSIONAL SERVICES	JUN-2014
915	Legal	TROUTMAN SANDERS LLP			297.00	297.00	923900	1577666	-PROFESSIONAL SERVICES	JUN-2014
916	Legal	TROUTMAN SANDERS LLP			1,182.72	1,182.72	923900	1577671	-PROFESSIONAL SERVICES	JUN-2014
917	Legal	TROUTMAN SANDERS LLP			163.35	163.35	923900	1577672	-PROFESSIONAL SERVICES	JUN-2014
918	Legal	TROUTMAN SANDERS LLP			3,698.81	3,698.81	923900	1577673	-PROFESSIONAL SERVICES	JUN-2014
919	Legal	TROUTMAN SANDERS LLP			1,737.45	1,737.45	923900	1577674	-PROFESSIONAL SERVICES	JUN-2014
920	Legal	TROUTMAN SANDERS LLP			302.40	302.40	923900	1577675	-PROFESSIONAL SERVICES	JUN-2014
921	Legal	TROUTMAN SANDERS LLP			2,405.70	2,405.70	923900	1577942	-PROFESSIONAL SERVICES	JUN-2014
922	Legal	TROUTMAN SANDERS LLP			564.30	564.30	923900	1577943	-PROFESSIONAL SERVICES	JUN-2014
923	Legal	TROUTMAN SANDERS LLP			697.03	697.03	923900	1579338	-PROFESSIONAL SERVICES	JUN-2014
924	Legal	TROUTMAN SANDERS LLP			163.02	163.02	923900	1579339	-PROFESSIONAL SERVICES	JUN-2014
925	Legal	TROUTMAN SANDERS LLP			731.45	731.45	923900	1579341	-PROFESSIONAL SERVICES	JUN-2014
926	Legal	TROUTMAN SANDERS LLP			532.95	532.95	923900	1583636	-PROFESSIONAL SERVICES	JUN-2014
927	Legal	TROUTMAN SANDERS LLP			150.81	150.81	923900	1583637	-PROFESSIONAL SERVICES	JUN-2014
928	Legal	TROUTMAN SANDERS LLP			212.80	212.80	923900	1583639	-PROFESSIONAL SERVICES	JUN-2014
929	Legal	TROUTMAN SANDERS LLP			311.85	311.85	923900	1583640	-PROFESSIONAL SERVICES	JUN-2014
930	Legal	TROUTMAN SANDERS LLP			1,321.65	1,321.65	923900	1583641	-PROFESSIONAL SERVICES	JUN-2014
931	Legal	TROUTMAN SANDERS LLP			193.05	193.05	923900	1583644	-PROFESSIONAL SERVICES	JUN-2014
932	Legal	TROUTMAN SANDERS LLP			2,006.60	2,006.60	923900	1583646	-PROFESSIONAL SERVICES	JUN-2014
933	Legal	TROUTMAN SANDERS LLP			451.50	451.50	923100	1571980	-PROFESSIONAL SERVICES	JUL-2014
934	Legal	TROUTMAN SANDERS LLP			89.10	89.10	923900	1579340	-PROFESSIONAL SERVICES	JUL-2014
935	Legal	TROUTMAN SANDERS LLP			706.16	706.16	923900	1583635	-PROFESSIONAL SERVICES	JUL-2014
936	Legal	TROUTMAN SANDERS LLP			2,849.22	2,849.22	923900	1583647	-PROFESSIONAL SERVICES	JUL-2014
937	Legal	TROUTMAN SANDERS LLP			1,291.95	1,291.95	923900	1583648	-PROFESSIONAL SERVICES	JUL-2014
938	Legal	TROUTMAN SANDERS LLP			1,381.05	1,381.05	923900	1583649	-PROFESSIONAL SERVICES	JUL-2014
939	Legal	TROUTMAN SANDERS LLP			193.05	193.05	923900	1585790	-PROFESSIONAL SERVICES	JUL-2014
940	Legal	TROUTMAN SANDERS LLP			1,000.01	1,000.01	923900	1591263	-PROFESSIONAL SERVICES	JUL-2014
941	Legal	TROUTMAN SANDERS LLP			1,433.19	1,433.19	923900	1592752	-PROFESSIONAL SERVICES	AUG-2014
942	Legal	TROUTMAN SANDERS LLP			1,282.85	1,282.85	923900	1592753	-PROFESSIONAL SERVICES	AUG-2014
943	Legal	TROUTMAN SANDERS LLP			219.12	219.12	923900	1592754	-PROFESSIONAL SERVICES	AUG-2014
944	Legal	TROUTMAN SANDERS LLP			2,278.15	2,278.15	923900	1592755	-PROFESSIONAL SERVICES	AUG-2014
945	Legal	TROUTMAN SANDERS LLP			4,094.81	4,094.81	923900	1592756	-PROFESSIONAL SERVICES	AUG-2014
946	Legal	TROUTMAN SANDERS LLP			3,518.61	3,518.61	923900	1592757	-PROFESSIONAL SERVICES	AUG-2014
947	Legal	TROUTMAN SANDERS LLP			114.54	114.54	923900	1592759	-PROFESSIONAL SERVICES	AUG-2014
948	Legal	TROUTMAN SANDERS LLP			314.99	314.99	923900	1592764	-PROFESSIONAL SERVICES	AUG-2014
949	Legal	TROUTMAN SANDERS LLP			692.97	692.97	923900	1592765	-PROFESSIONAL SERVICES	AUG-2014
950	Legal	TROUTMAN SANDERS LLP			1,481.39	1,481.39	923900	1592766	-PROFESSIONAL SERVICES	AUG-2014
951	Legal	TROUTMAN SANDERS LLP			979.20	979.20	923900	1592767	-PROFESSIONAL SERVICES	AUG-2014
952	Legal	TROUTMAN SANDERS LLP			1,196.95	1,196.95	923900	1592768	-PROFESSIONAL SERVICES	AUG-2014
953	Legal	TROUTMAN SANDERS LLP			236.24	236.24	923900	1592769	-PROFESSIONAL SERVICES	AUG-2014
954	Legal	TROUTMAN SANDERS LLP			3,551.76	3,551.76	923900	1592770	-PROFESSIONAL SERVICES	AUG-2014
955	Legal	TROUTMAN SANDERS LLP			4,949.73	4,949.73	923900	1592775	-PROFESSIONAL SERVICES	AUG-2014
956	Legal	TROUTMAN SANDERS LLP			247.39	247.39	923900	1597527	-PROFESSIONAL SERVICES	AUG-2014
957	Legal	TROUTMAN SANDERS LLP			603.14	603.14	923900	1597528	-PROFESSIONAL SERVICES	AUG-2014
958	Legal	TROUTMAN SANDERS LLP			1,751.19	1,751.19	923900	1597531	-PROFESSIONAL SERVICES	AUG-2014
959	Legal	TROUTMAN SANDERS LLP			868.57	868.57	923900	1597532	-PROFESSIONAL SERVICES	AUG-2014
960	Legal	TROUTMAN SANDERS LLP			236.24	236.24	923900	1597536	-PROFESSIONAL SERVICES	AUG-2014
961	Legal	TROUTMAN SANDERS LLP			274.90	274.90	923900	1597537	-PROFESSIONAL SERVICES	AUG-2014
962	Legal	TROUTMAN SANDERS LLP			377.99	377.99	923900	1597538	-PROFESSIONAL SERVICES	AUG-2014
963	Legal	TROUTMAN SANDERS LLP			1,138.20	1,138.20	923900	1597539	-PROFESSIONAL SERVICES	AUG-2014
964	Legal	TROUTMAN SANDERS LLP			338.27	338.27	923900	1597540	-PROFESSIONAL SERVICES	AUG-2014
965	Legal	TROUTMAN SANDERS LLP			4,220.95	4,220.95	923900	1597541	-PROFESSIONAL SERVICES	AUG-2014
966	Legal	TROUTMAN SANDERS LLP			425.23	425.23	923900	1597542	-PROFESSIONAL SERVICES	AUG-2014
967	Legal	TROUTMAN SANDERS LLP			582.60	582.60	923900	1597543	-PROFESSIONAL SERVICES	AUG-2014
968	Legal	TROUTMAN SANDERS LLP			346.48	346.48	923900	1597544	-PROFESSIONAL SERVICES	AUG-2014
969	Legal	TROUTMAN SANDERS LLP			212.46	212.46	923900	1597545	-PROFESSIONAL SERVICES	AUG-2014
970	Legal	TROUTMAN SANDERS LLP			125.45	125.45	923900	1597546	-PROFESSIONAL SERVICES	AUG-2014
971	Legal	TROUTMAN SANDERS LLP			366.83	366.83	923900	1597547	-PROFESSIONAL SERVICES	AUG-2014
972	Legal	TROUTMAN SANDERS LLP			10,036.71	10,036.71	923900	1597549	-PROFESSIONAL SERVICES	AUG-2014
973	Legal	TROUTMAN SANDERS LLP			1,828.97	1,828.97	923900	1597772	-PROFESSIONAL SERVICES	SEP-2014
974	Legal	TROUTMAN SANDERS LLP			6,972.45	6,972.45	923900	1597552	-PROFESSIONAL SERVICES	SEP-2014
975	Legal	TROUTMAN SANDERS LLP			503.98	503.98	923900	1606650	-PROFESSIONAL SERVICES	SEP-2014
976	Legal	TROUTMAN SANDERS LLP			552.18	552.18	923900	1606652	-PROFESSIONAL SERVICES	SEP-2014
977	Legal	TROUTMAN SANDERS LLP			366.53	366.53	923900	1606653	-PROFESSIONAL SERVICES	SEP-2014
978	Legal	TROUTMAN SANDERS LLP			2,630.55	2,630.55	923900	1606655	-PROFESSIONAL SERVICES	SEP-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
979	Legal	TROUTMAN SANDERS LLP			366.53	366.53	923900	1606660	-PROFESSIONAL SERVICES	SEP-2014
980	Legal	TROUTMAN SANDERS LLP			708.72	708.72	923900	1606661	-PROFESSIONAL SERVICES	SEP-2014
981	Legal	TROUTMAN SANDERS LLP			382.78	382.78	923900	1606662	-PROFESSIONAL SERVICES	SEP-2014
982	Legal	TROUTMAN SANDERS LLP			407.88	407.88	923900	1606663	-PROFESSIONAL SERVICES	SEP-2014
983	Legal	TROUTMAN SANDERS LLP			1,669.43	1,669.43	923900	1606664	-PROFESSIONAL SERVICES	SEP-2014
984	Legal	TROUTMAN SANDERS LLP			1,809.73	1,809.73	923900	1606666	-PROFESSIONAL SERVICES	SEP-2014
985	Legal	TROUTMAN SANDERS LLP			762.54	762.54	923900	1606667	-PROFESSIONAL SERVICES	SEP-2014
986	Legal	TROUTMAN SANDERS LLP			2,492.04	2,492.04	923900	1606673	-PROFESSIONAL SERVICES	SEP-2014
987	Legal	TROUTMAN SANDERS LLP			107,007.38	107,007.38	923100	1607336	-PROFESSIONAL SERVICES	SEP-2014
988	Legal	TROUTMAN SANDERS LLP			8,978.94	8,978.94	923100	11597535	-PROFESSIONAL SERVICES	SEP-2014
989	Legal	TROUTMAN SANDERS LLP			7,277.04	7,277.04	923100	11606656	-PROFESSIONAL SERVICES	SEP-2014
990	Legal	TROUTMAN SANDERS LLP			4,563.72	4,563.72	923900	1592771	-PROFESSIONAL SERVICES	OCT-2014
991	Legal	TROUTMAN SANDERS LLP			157.49	157.49	923900	1592776	-PROFESSIONAL SERVICES	OCT-2014
992	Legal	TROUTMAN SANDERS LLP			1,932.78	1,932.78	923900	1597530	-PROFESSIONAL SERVICES	OCT-2014
993	Legal	TROUTMAN SANDERS LLP			697.20	697.20	923100	1597533	-PROFESSIONAL SERVICES	OCT-2014
994	Legal	TROUTMAN SANDERS LLP			252.64	252.64	923900	1606654	-PROFESSIONAL SERVICES	OCT-2014
995	Legal	TROUTMAN SANDERS LLP			23.64	23.64	923900	1606671	-PROFESSIONAL SERVICES	OCT-2014
996	Legal	TROUTMAN SANDERS LLP			1,619.85	1,619.85	923900	11592773	-PROFESSIONAL SERVICES	OCT-2014
997	Legal	VAN NESS FELDMAN			97.43	97.43	923900	106893	-PROFESSIONAL SERVICES	DEC-2013
998	Legal	VAN NESS FELDMAN			24.31	24.31	923900	108468	-PROFESSIONAL SERVICES	FEB-2014
999	Legal	VAN NESS FELDMAN			111.77	111.77	923900	108827	-PROFESSIONAL SERVICES	FEB-2014
1,000	Legal	VAN NESS FELDMAN			12.28	12.28	923900	110124	-PROFESSIONAL SERVICES	APR-2014
1,001	Legal	VAN NESS FELDMAN			234.57	234.57	923900	110605	-PROFESSIONAL SERVICES	MAY-2014
1,002	Legal	VAN NESS FELDMAN			94.02	94.02	923900	11958	-PROFESSIONAL SERVICES	JUN-2014
1,003	Legal	VAN NESS FELDMAN			129.77	129.77	923900	111277	-PROFESSIONAL SERVICES	JUN-2014
1,004	Legal	VAN NESS FELDMAN			51.84	51.84	923900	112804	-PROFESSIONAL SERVICES	AUG-2014
1,005	Legal	VAN NESS FELDMAN			156.75	156.75	923900	113433	-PROFESSIONAL SERVICES	OCT-2014
1,006	Legal	VAN NESS FELDMAN			125.02	125.02	923900	114063	-PROFESSIONAL SERVICES	OCT-2014
1,007	Legal Total				4,614,637.58	4,614,637.58				
1,008	Other	ACQUIA INC			98.84	98.84	923900	S18246	-Enterprise Services Subscription 3/12/14 - 3/11/15	FEB-2014
1,009	Other	ACQUIA INC			3,878.48	3,878.48	923900	S18246	-Enterprise Services Subscription 3/12/14 - 3/11/15	FEB-2014
1,010	Other	ACTION SYSTEMS INC			164.33	164.33	923900	131522	-ACTION SYSTEMS INC - RECONFIGURE KNOLL MORRISON STATIONS, INCLUDING ONE GEIGER OFFICE (AS PER INV 13-1522 DATED 9/16/2013)	NOV-2013
1,011	Other	ACTION SYSTEMS INC			262.92	262.92	923900	131700	-ACTION SYSTEMS - RECONFIGURE 3 KICK STATIONS - LGE 2ND FLOOR INV 13-1700 DATED 10/14/2013	NOV-2013
1,012	Other	ACTION SYSTEMS INC			24.65	24.65	923900	131741	-ACTION SYSTEMS - INV 13-1741 DATED 10/21/2013	NOV-2013
1,013	Other	ACTION SYSTEMS INC			41.08	41.08	923900	131959	-ACTION SYSTEMS - RECONFIGURE 1 WORKSTATION - LGE CTR 8TH FLOOR (INV #13-1959 DATED 12/9/2013)	DEC-2013
1,014	Other	ACTION SYSTEMS INC			65.73	65.73	923900	131960	-ACTION SYSTEMS - RECONFIGURE 1 WORKSTATION - LGE CTR 10TH FLOOR (INV #13-1960 DATED 12/9/2013)	DEC-2013
1,015	Other	ACTION SYSTEMS INC			123.24	123.24	923900	131962	-ACTION SYSTEMS - RECONFIGURE 1 WORKSTATION - LGE CTR 11TH FLOOR (INV #13-1962 DATED 12/9/2013)	DEC-2013
1,016	Other	AD VENTURE PROMOTIONS			1,577.21	1,577.21	923100	18954	-Embroidered Fleece Blankets Invoice #18954 - Ad Venture Promotions	SEP-2014
1,017	Other	ADI			68.19	68.19	923900	29-APR-2014 14:04 SERV	-ADI-LS #419295	APR-2014
1,018	Other	ADVANCED GLOBAL COMMUNICATIONS			(5,631.41)	(5,631.41)	923900	J017-0020-1113 Adjustment USD	Servco Cash Receipts	NOV-2013
1,019	Other	ALEXIS LOBBY SHOP			19.91	19.91	923900	31-DEC-2013 11:12 SERV	-ALEXIS LOBBY SHOP #426472	DEC-2013
1,020	Other	ALISON AND ASSOCIATES			4.98	4.98	923100	LGE360	-freight	OCT-2014
1,021	Other	ALISON AND ASSOCIATES			5.66	5.66	923100	LGE360	-freight	OCT-2014
1,022	Other	ALISON AND ASSOCIATES			(245.81)	(245.81)	923100	LGE360	-Alison & Associates Invoice LGE360; 361 3560	OCT-2014
1,023	Other	ALISON AND ASSOCIATES			(279.66)	(279.66)	923100	LGE360	-Alison & Associates Invoice LGE360; 361 3560	OCT-2014
1,024	Other	ALISON AND ASSOCIATES			325.00	325.00	923100	LGE360	-Alison & Associates Invoice LGE360; 361 3560	OCT-2014
1,025	Other	ALISON AND ASSOCIATES			369.75	369.75	923100	LGE360	-Alison & Associates Invoice LGE360; 361 3560	OCT-2014
1,026	Other	ALM MEDIA, LLC			378.69	378.69	923900	27-AUG-2014 13:08 SERV	-ALM MEDIA, LLC #422034	AUG-2014
1,027	Other	AMAZON MARKETPLACE			108.95	108.95	923900	31-DEC-2013 11:12 SERV	-AMAZON MKTPLACE PMTS #426472	DEC-2013
1,028	Other	AMAZON MARKETPLACE			169.47	169.47	923900	31-DEC-2013 11:12 SERV	-AMAZON MKTPLACE PMTS #426472	DEC-2013
1,029	Other	AMAZON MARKETPLACE			193.68	193.68	923900	31-DEC-2013 11:12 SERV	-AMAZON MKTPLACE PMTS #426472	DEC-2013
1,030	Other	AMAZON MARKETPLACE			257.84	257.84	923900	31-DEC-2013 11:12 SERV	-AMAZON MKTPLACE PMTS #426472	DEC-2013
1,031	Other	AMAZON MARKETPLACE			2.75	2.75	923900	29-MAY-2014 11:05 SERV	-AMAZON MKTPLACE PMTS #388752	MAY-2014
1,032	Other	AMAZON MARKETPLACE			2.84	2.84	923900	29-MAY-2014 11:05 SERV	-AMAZON MKTPLACE PMTS #388752	MAY-2014
1,033	Other	AMAZON MARKETPLACE			2.84	2.84	923900	29-MAY-2014 11:05 SERV	-AMAZON MKTPLACE PMTS #388752	MAY-2014
1,034	Other	AMAZON MARKETPLACE			2.93	2.93	923900	29-MAY-2014 11:05 SERV	-AMAZON MKTPLACE PMTS #388752	MAY-2014
1,035	Other	AMAZON MARKETPLACE			3.75	3.75	923900	29-MAY-2014 11:05 SERV	-AMAZON MKTPLACE PMTS #388752	MAY-2014
1,036	Other	AMERICAN FILING SOLUTIONS			136.83	136.83	923100	31-DEC-2013 11:12 SERV	-AMERICAN FILING SOLUTIONS #031246	DEC-2013
1,037	Other	AMERICAN FLOOR MATS			170.43	170.43	923900	31-DEC-2013 11:12 SERV	-AMERICAN FLOOR MATS #426472	DEC-2013
1,038	Other	AMERICAN RED CROSS			877.96	877.96	923900	31-DEC-2013 11:12 SERV	-AMERICAN RED CROSS #426472	DEC-2013
1,039	Other	AMERICAN RED CROSS			924.91	924.91	923900	31-DEC-2013 11:12 SERV	-AMERICAN RED CROSS #426472	DEC-2013
1,040	Other	AMERICA'S FINEST FILTERS			3,856.61	3,856.61	923900	31-DEC-2013 11:12 SERV	-AMERICA'S FINEST FILTERS #940249	DEC-2013
1,041	Other	ANALYSTS INTERNATIONAL			8,638.35	8,638.35	923900	IN00032427	-Temporary IT Resources (Krishna Nerusa-Award Rec)	NOV-2013
1,042	Other	ANALYSTS INTERNATIONAL			7,511.84	7,511.84	923900	IN00038426	-Temporary IT Resources (Krishna Nerusa-Award Rec)	MAR-2014
1,043	Other	ANALYSTS INTERNATIONAL			3,721.32	3,721.32	923900	IN00038427	-Temporary IT Resource - Gary Wright	MAR-2014
1,044	Other	ANALYSTS INTERNATIONAL			4,131.51	4,131.51	923900	IN00039485	-Temporary IT Resources (Krishna Nerusa-Award Rec)	APR-2014
1,045	Other	ANALYSTS INTERNATIONAL			8,747.34	8,747.34	923900	IN00039766	-Temporary IT Resource - Gary Wright	APR-2014
1,046	Other	ANALYSTS INTERNATIONAL			5,586.00	5,586.00	923900	IN00041270	-Temporary IT Resources (Krishna Nerusa-Award Rec)	JUN-2014
1,047	Other	ANALYSTS INTERNATIONAL			2,175.60	2,175.60	923900	IN00041271	-Temporary IT Resource - Gary Wright	JUN-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
1,048	Other	ANALYSTS INTERNATIONAL			7,820.40	7,820.40	923900	IN00041866	-Temporary IT Resources (Krishna Nerusa-Award Rec)	JUN-2014
1,049	Other	ANALYSTS INTERNATIONAL			7,820.40	7,820.40	923900	IN00043246	-Temporary IT Resources (Krishna Nerusa-Award Rec)	JUL-2014
1,050	Other	ANALYSTS INTERNATIONAL			8,451.52	8,451.52	923900	IN00044678	-Temporary IT Resources (Krishna Nerusa-Award Rec)	AUG-2014
1,051	Other	ANALYSTS INTERNATIONAL			2,304.96	2,304.96	923900	IN00046588	-Temporary IT Resources (Krishna Nerusa-Award Rec)	OCT-2014
1,052	Other	ANALYSTS INTERNATIONAL			8,067.36	8,067.36	923900	IN00047674	-Temporary IT Resources (Krishna Nerusa-Award Rec)	OCT-2014
1,053	Other	ASPLUNDH TREE EXPERT CO			2,583.60	2,583.60	923900	62180814	-pay invoice 62180814	MAY-2014
1,054	Other	ASPLUNDH TREE EXPERT CO			3,910.73	3,910.73	923900	62180814	-pay invoice 62180814	MAY-2014
1,055	Other	ASSURED ASSET PROTECTION INC			(104.64)	(104.64)	923100	2013119	-Due to change in task number, line 3 created with remaining amt not spent from lines 1 & 2	NOV-2013
1,056	Other	ASSURED ASSET PROTECTION INC			10,463.75	10,463.75	923100	2013119	-Due to change in task number, line 3 created with remaining amt not spent from lines 1 & 2	NOV-2013
1,057	Other	ASSURED ASSET PROTECTION INC			(11,846.00)	(11,846.00)	923100	Reverses "J703-0020-1013 Adjustment USD	Assured Assets Protection	NOV-2013
1,058	Other	ASSURED ASSET PROTECTION INC			(106.56)	(106.56)	923100	2013142	-Due to change in task number, line 3 created with remaining amt not spent from lines 1 & 2	DEC-2013
1,059	Other	ASSURED ASSET PROTECTION INC			10,656.25	10,656.25	923100	2013142	-Due to change in task number, line 3 created with remaining amt not spent from lines 1 & 2	DEC-2013
1,060	Other	ASSURED ASSET PROTECTION INC			11,392.50	11,392.50	923100	201406	-Due to change in task number, line 3 created with remaining amt not spent from lines 1 & 2	FEB-2014
1,061	Other	ASSURED ASSET PROTECTION INC			4,163.90	4,163.90	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
1,062	Other	ASSURED ASSET PROTECTION INC			8,818.12	8,818.12	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
1,063	Other	ASSURED ASSET PROTECTION INC			5,435.13	5,435.13	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
1,064	Other	ASSURED ASSET PROTECTION INC			3,487.96	3,487.96	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
1,065	Other	ASSURED ASSET PROTECTION INC			(3,356.50)	(3,356.50)	923900	201424	-COD VDR	JUN-2014
1,066	Other	ASSURED ASSET PROTECTION INC			5,152.46	5,152.46	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
1,067	Other	ASSURED ASSET PROTECTION INC			4,398.52	4,398.52	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
1,068	Other	ASSURED ASSET PROTECTION INC			4,165.55	4,165.55	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
1,069	Other	ASSURED ASSET PROTECTION INC			5,511.02	5,511.02	923900	2014123	-Creating a new PO number do to new charge numbers. Using the remaining amount on the current contra	OCT-2014
1,070	Other	ASSURED ASSET PROTECTION INC			470.00	470.00	923900	J703-0020-1014 Adjustment USD	Assured Assets Protection	OCT-2014
1,071	Other	ASSURED ASSET PROTECTION INC			4,949.00	4,949.00	923900	J703-0020-1014 Adjustment USD	Assured Assets Protection	OCT-2014
1,072	Other	AXXIS INC			1,764.80	1,764.80	923900	100046	-Labor	FEB-2014
1,073	Other	AXXIS INC			3,839.59	3,839.59	923900	100046	-Labor	FEB-2014
1,074	Other	B2T TRAINING LLC			656.54	656.54	923900	7566	-Actual travel expenses	MAY-2014
1,075	Other	B2T TRAINING LLC			7,105.00	7,105.00	923900	7547	-Use Case modeling and solution requirements May 6-8,2014 Instructor: Kate McGoey	JUN-2014
1,076	Other	B2T TRAINING LLC			(938.84)	(938.84)	923900	27-JUN-2014 13:06 SERV	-B2T TRAINING L.L.C. #086729	JUN-2014
1,077	Other	B2T TRAINING LLC			558.50	558.50	923900	7678	-Consulting Mentoring Collaboration Model Workshop, Instructor Kate McGoey, July 10-11, 2014 travel expenses	AUG-2014
1,078	Other	B2T TRAINING LLC			(558.49)	(558.49)	923900	Reverses "J752-0020-0714 Adjustment USD	B2T TRAINING LLC	AUG-2014
1,079	Other	BAPTIST COMMUNITY HEALTH			24.50	24.50	923900	27-AUG-2014 13:08 SERV	-BAPTIST COMMUNITY HEALTH #424071	AUG-2014
1,080	Other	BAPTIST HEALTH OCCUPATIONAL MEDICINE			22.50	22.50	923900	753428	-MILL CREEK to pay invoice 753428 for Drug/Alcohol test for Daniel Sorg	JUL-2014
1,081	Other	BAPTIST HEALTH OCCUPATIONAL MEDICINE			22.50	22.50	923900	757209	-CANE RUN to pay invoice 757209 for Drug/Alcohol test for Dana Farrow	AUG-2014
1,082	Other	BAPTISTWORX			22.00	22.00	923900	27-JUN-2014 13:06 SERV	-BAPTISTWORX FERN VALLEY O #391632	JUN-2014
1,083	Other	BARBARA BURKE AND ASSOCIATES INC			2,700.72	2,700.72	923900	14121	-Inv. # 14121 - Intentional Coaching for BOs Tie to contract 86457	AUG-2014
1,084	Other	BEELINE COURIER SERVICE			26.40	26.40	923900	29-JUL-2014 13:07 SERV	-BEELINE COURIER SERVIC #419873	JUL-2014
1,085	Other	BEST STAMP & SEAL CO			68.08	68.08	923900	30-JAN-2014 09:01 SERV	-BEST STAMP & SEAL CO #426472	JAN-2014
1,086	Other	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES			(1,603.73)	(1,603.73)	923900	143427	-Weekly News Transmission	JUN-2014
1,087	Other	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES			1,603.73	1,603.73	923900	143427	-Bluegrass Mail December News Transmission. Invoice 143427	JUN-2014
1,088	Other	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES			1,603.73	1,603.73	923900	143427	-Weekly News Transmission	JUN-2014
1,089	Other	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES			1,991.48	1,991.48	923100	144948	-BlueGrass Mailing April NT	JUN-2014
1,090	Other	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES			4,562.76	4,562.76	923100	146042	-Blue Grass Mail	AUG-2014
1,091	Other	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES			2,514.78	2,514.78	923100	145356	-Bluegrass Mailing Invoice 145356	OCT-2014
1,092	Other	BLUEGRASS FRAMES			42.05	42.05	923900	29-OCT-2014 06:10 SERV	-BLUEGRASS FRAMES #419873	OCT-2014
1,093	Other	BOICE ENTERPRISES LLC			1,096.38	1,096.38	923900	LKE050914	-Video Conferencing Support (VCS upgrade to 8.1.1, Internal Video monitoring, Conference Call)	JUL-2014
1,094	Other	BOICE ENTERPRISES LLC			1,852.20	1,852.20	923900	J752-0020-1014 Adjustment USD	BOICE ENTERPRISES LLC	OCT-2014
1,095	Other	BRATCHER SERVICES LLC			435.29	435.29	923900	26113	-BRATCHER SERVICES - Simpsonville Generator Fuel Storage Area - Re-sealant as needed and add new backing rod into joints (inv 261-13 #10/3/2013)	NOV-2013
1,096	Other	BRATCHER SERVICES LLC			1,698.07	1,698.07	923900	10515	-Pay Bratcher Services, LLC Invoice #105-15 for BOC PSP/Cyber Area wire mesh install	FEB-2014
1,097	Other	BRATCHER SERVICES LLC			2,125.06	2,125.06	923900	10515	-Pay Bratcher Services, LLC Invoice #105-15 for BOC PSP/Cyber Area wire mesh install	FEB-2014
1,098	Other	BRATCHER SERVICES LLC			808.01	808.01	923900	14015	-Pay Bratcher Services, LLC Invoice #140-15 for wire mesh install in PSP Locations	APR-2014
1,099	Other	BRATCHER SERVICES LLC			3,913.88	3,913.88	923900	14015	-Pay Bratcher Services, LLC Invoice #140-15 for wire mesh install in PSP Locations	APR-2014
1,100	Other	BROWNSTOWN ELECTRIC SUPPLY CO INC			(41.64)	(41.64)	923900	00738305	-BRACKET,WIRE,1-INSULATOR,LESS INSULATOR,4" X 3-1/4",FOR ANSI 53-2 SPOOL INSULATOR,STD PKG = 25	FEB-2014
1,101	Other	Budget & Forecast - Dist Ops/Cust Srv			18.38	18.38	923900	J208-0020-0714 Adjustment USD	Move to Indirect Account	JUL-2014
1,102	Other	Budget & Forecast - Dist Ops/Cust Srv			(18,515.79)	(18,515.79)	923900	J207-0020-0714 Prior Period Adjustment USD	Reclass to New Task	JUL-2014
1,103	Other	Budget & Forecast - Dist Ops/Cust Srv			(31,576.25)	(31,576.25)	923100	J207-0020-0714 Prior Period Adjustment USD	Reclass to New Task	JUL-2014
1,104	Other	Budget & Forecast - Dist Ops/Cust Srv			(476.41)	(476.41)	923900	J265-0020-0914 Adjustment USD	Reclass Charges from LGE Ctr Clearing to Facilities O&M	SEP-2014
1,105	Other	Budget & Forecast - Dist Ops/Cust Srv			1,960.64	1,960.64	923900	J265-0020-0914 Adjustment USD	Reclass Charges from LGE Ctr Clearing to Facilities O&M	SEP-2014
1,106	Other	Budget & Forecast - Dist Ops/Cust Srv			(3,055.28)	(3,055.28)	923900	J265-0020-0914 Adjustment USD	Reclass Charges from LGE Ctr Clearing to Facilities O&M	SEP-2014
1,107	Other	Budget & Forecast - Dist Ops/Cust Srv			214.38	214.38	923900	J266-0020-1014 Adjustment USD	Correct coding for Assured Asset Protection inv 2014-120	OCT-2014
1,108	Other	BURSON MARSTELLER LLC			17,176.59	17,176.59	923900	222113029	-Burson-Marsteller Invoice 222113029	SEP-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
1,109	Other	BURSON MARSTELLER LLC			49,124.81	49,124.81	923900	222113893	-Burson-Marsteller Professional Fees - Professional fees for July & August 2014	SEP-2014
1,110	Other	BURSON MARSTELLER LLC			21,779.65	21,779.65	923900	222113509	-Burson-Marsteller Professional Fees - Professional fees for July & August 2014	OCT-2014
1,111	Other	BUSINESS JOURNALS & SPORTS			159.25	159.25	923900	29-SEP-2014 11:09 SERV	-BUS. JOURNALS & SPORTS #624552	OCT-2014
1,112	Other	BUTLER FLOORING SERVICES LLC			330.00	330.00	923900	MC1311510	-BUTLER FLOORING SERVICE - SIMPSONVILLE TCC / DCC CARPET MAINTENANCE CLEANING	NOV-2013
1,113	Other	BUTLER FLOORING SERVICES LLC			330.00	330.00	923900	MC1311511	-BUTLER FLOORING SERVICE - SIMPSONVILLE TCC / DCC CARPET MAINTENANCE CLEANING	DEC-2013
1,114	Other	BUTLER FLOORING SERVICES LLC			330.00	330.00	923900	MC1311512	-BUTLER FLOORING - CARPET MAINTENANCE - SIMPSONVILLE INV MC13-115-12 DATED 12/20/2013	JAN-2014
1,115	Other	C & S H INC			4,564.84	4,564.84	923900	1SEP13	-C & SH Inc	NOV-2013
1,116	Other	C & S H INC			5,016.50	5,016.50	923900	1OCT13	-C & SH October Statement	DEC-2013
1,117	Other	C & S H INC			4,599.28	4,599.28	923900	1NOV13	-C & S H November Statement	DEC-2013
1,118	Other	C & S H INC			4,710.35	4,710.35	923900	1DEC13	-C & S H Inc	JAN-2014
1,119	Other	C & S H INC			5,284.30	5,284.30	923900	1JAN14	-C & S H Inc. - January Invoice	MAR-2014
1,120	Other	C & S H INC			8,871.94	8,871.94	923900	1FEB14	-C & SH Inc February Invoice	APR-2014
1,121	Other	C & S H INC			4,883.09	4,883.09	923900	1MAR14	-C & S H Inc.	MAY-2014
1,122	Other	C & S H INC			4,877.14	4,877.14	923900	1APR14	-April Invoice for Labor and Expenses	JUN-2014
1,123	Other	C & S H INC			4,970.60	4,970.60	923900	1MAY14	-C & SH May Invoice	JUL-2014
1,124	Other	C & S H INC			5,336.37	5,336.37	923900	1JUN14	-C & S H, Inc. June Invoice - labor and expenses for Claudia Hendricks	AUG-2014
1,125	Other	C & S H INC			5,694.98	5,694.98	923900	1JUL14	-C & S H Inc July Invoice	SEP-2014
1,126	Other	C & S H INC			5,462.60	5,462.60	923900	1AUG14	-C & S H August Statement	SEP-2014
1,127	Other	C & S H INC			4,838.65	4,838.65	923900	1SEP14	-C & S H, Inc. September Invoice	OCT-2014
1,128	Other	CANTEEN VENDING			1,029.89	1,029.89	923900	27-FEB-2014 13:02 SERV	-CANTEEN VENDIN74050600 #436158	FEB-2014
1,129	Other	CANTEEN VENDING			444.19	444.19	923900	27-MAR-2014 12:03 SERV	-CANTEEN VENDIN74050600 #436158	MAR-2014
1,130	Other	CANTEEN VENDING			925.64	925.64	923900	29-MAY-2014 11:05 SERV	-CANTEEN VENDIN74050600 #436158	MAY-2014
1,131	Other	CANTEEN VENDING			1,068.88	1,068.88	923900	27-JUN-2014 13:06 SERV	-CANTEEN VENDIN74050600 #436158	JUN-2014
1,132	Other	CANTEEN VENDING			1,195.43	1,195.43	923900	27-JUN-2014 13:06 SERV	-CANTEEN VENDIN74050600 #436158	JUN-2014
1,133	Other	CANTEEN VENDING			461.15	461.15	923900	29-JUL-2014 13:07 SERV	-CANTEEN VENDIN74050600 #436158	JUL-2014
1,134	Other	CANTEEN VENDING			1,074.03	1,074.03	923900	29-OCT-2014 06:10 SERV	-CANTEEN VENDIN74050600 #436158	OCT-2014
1,135	Other	CANTEEN VENDING			1,106.08	1,106.08	923900	29-OCT-2014 06:10 SERV	-CANTEEN VENDIN74050600 #436158	OCT-2014
1,136	Other	CANTEEN VENDING			1,081.57	1,081.57	923900	29-SEP-2014 11:09 SERV	-CANTEEN VENDIN74050600 #436158	OCT-2014
1,137	Other	CARMA INTERNATIONAL INC			1,719.01	1,719.01	923900	17083	-Carma - September Invoice	NOV-2013
1,138	Other	CARMA INTERNATIONAL INC			1,714.99	1,714.99	923900	17114	-CARMA Invoice 17115	NOV-2013
1,139	Other	CARMA INTERNATIONAL INC			1,746.06	1,746.06	923900	17158	-CARMA Daily News Clips Invoice 17158	DEC-2013
1,140	Other	CARMA INTERNATIONAL INC			3,275.44	3,275.44	923900	17429	-CARMA Invoice 17429	JUL-2014
1,141	Other	CARMA INTERNATIONAL INC			2,477.27	2,477.27	923900	17390	-CARMA International Invoice 17390	AUG-2014
1,142	Other	CARMA INTERNATIONAL INC			2,501.43	2,501.43	923900	17454	-Carma Invoice 17454 and 17480	SEP-2014
1,143	Other	CARMA INTERNATIONAL INC			3,271.43	3,271.43	923900	17480	-Carma Invoice 17454 and 17480	SEP-2014
1,144	Other	CARMA INTERNATIONAL INC			2,479.34	2,479.34	923900	17516	-CARMA September 2014 Carma research and monitoring	OCT-2014
1,145	Other	CASHIERS OFFICE			5,334.87	5,334.87	923900	31-DEC-2013 11:12 SERV	-CASHIERS OFFICE #419014	DEC-2013
1,146	Other	CASHIERS OFFICE			8,196.97	8,196.97	923900	31-DEC-2013 11:12 SERV	-CASHIERS OFFICE #419014	DEC-2013
1,147	Other	CDW DIRECT LLC			215.76	215.76	923900	27-AUG-2014 13:08 SERV	-CDW DIRECT LLC #474172	AUG-2014
1,148	Other	CIGNITI TECHNOLOGIES INC			6,325.76	6,325.76	923900	CTLGGE201314554	-Senior consultant, onsite, \$80/hour, 20 days	MAR-2014
1,149	Other	CIGNITI TECHNOLOGIES INC			7,116.48	7,116.48	923900	CTLGGE201314554	-Principal consultant, onsite, \$90/hour, 20 days	MAR-2014
1,150	Other	CIGNITI TECHNOLOGIES INC			1,624.35	1,624.35	923900	CTLGKU201415045	-Process Analyst Offshore	JUN-2014
1,151	Other	CIGNITI TECHNOLOGIES INC			4,586.40	4,586.40	923900	CTLGKU201415045	-Process Consultant Onsite	JUN-2014
1,152	Other	CIGNITI TECHNOLOGIES INC			1,234.80	1,234.80	923900	CTLGKU201415123	-Test Architect Onsite	JUN-2014
1,153	Other	CIGNITI TECHNOLOGIES INC			2,623.95	2,623.95	923900	CTLGKU201415123	-Process Analyst Offshore	JUN-2014
1,154	Other	CIGNITI TECHNOLOGIES INC			3,951.36	3,951.36	923900	CTLGKU201415123	-Senior Test Engineer Onsite	JUN-2014
1,155	Other	CIGNITI TECHNOLOGIES INC			7,408.80	7,408.80	923900	CTLGKU201415123	-Process Consultant Onsite	JUN-2014
1,156	Other	CIGNITI TECHNOLOGIES INC			2,469.60	2,469.60	923900	CTLGKU201415218	-Test Architect	JUL-2014
1,157	Other	CIGNITI TECHNOLOGIES INC			2,623.95	2,623.95	923900	CTLGKU201415218	-Process Analyst	JUL-2014
1,158	Other	CIGNITI TECHNOLOGIES INC			7,408.80	7,408.80	923900	CTLGKU201415218	-Process Consultant	JUL-2014
1,159	Other	CIGNITI TECHNOLOGIES INC			940.80	940.80	923900	CTLGKU201415259	-Test Lead	SEP-2014
1,160	Other	CIGNITI TECHNOLOGIES INC			1,124.55	1,124.55	923900	CTLGKU201415259	-Process Analyst	SEP-2014
1,161	Other	CIGNITI TECHNOLOGIES INC			2,469.60	2,469.60	923900	CTLGKU201415259	-Test Architect	SEP-2014
1,162	Other	CIGNITI TECHNOLOGIES INC			7,761.60	7,761.60	923900	CTLGKU201415259	-Process Consultant	SEP-2014
1,163	Other	CIGNITI TECHNOLOGIES INC			3,528.00	3,528.00	923900	CTLGKU201415001	-Test Architect	OCT-2014
1,164	Other	CIGNITI TECHNOLOGIES INC			7,408.80	7,408.80	923900	CTLGKU201415001	-Process Consultant	OCT-2014
1,165	Other	CIGNITI TECHNOLOGIES INC			2,646.00	2,646.00	923900	CTLGKU201415006	-Test Architect	OCT-2014
1,166	Other	CIGNITI TECHNOLOGIES INC			4,939.20	4,939.20	923900	CTLGKU201415006	-Process Consultant	OCT-2014
1,167	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,737.46	8,737.46	923900	131401123131	-Senior Consultant (w/e 11/2/2013-11/23/2013)	DEC-2013
1,168	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,737.46	8,737.46	923900	131400125141	-Senior Consultant (w/e 12/28/2013-1/25/2014)	FEB-2014
1,169	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			2,629.41	2,629.41	923900	131400125144	-Voice Portal Support - Karen Ecton - prepaid block of 20 hours of support during normal business hours	FEB-2014
1,170	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,737.46	8,737.46	923900	131400222141	-Senior Consultant (w/e 2/1/2014-2/22/2014)	MAR-2014
1,171	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			2,286.44	2,286.44	923900	131400222142	-Block of prepaid hours for Engineering services on Avaya Comm. Mgr., Witness, CCE, AES, TASKE, NICE, Training or other	MAR-2014
1,172	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			94.39	94.39	923900	131400322141	Viable Resources Supported Applications	MAR-2014
1,173	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,663.20	8,663.20	923900	131400322141	-Mileage Reimbursement	MAY-2014
1,174	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			9,529.52	9,529.52	923900	131400426141	-Senior Consultant (w/e 3/1/2014-3/22/2014)	MAY-2014
1,175	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			42.81	42.81	923900	131400524141	-Senior Consultant (w/e 3/29/2014-4/26/2014)	MAY-2014
1,176	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,663.20	8,663.20	923900	131400524141	-Mileage Reimbursement	JUN-2014
1,177	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,230.04	8,230.04	923900	131400524141	-Senior Consultant (w/e 5/3/2014-5/24/2014)	JUN-2014
1,177	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,230.04	8,230.04	923900	131400621141	-Senior Consultant (w/e 5/31/2014-6/21/2014)	JUL-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
1,178	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			105.92	105.92	923900	131400726141	-Mileage Reimbursement	SEP-2014
1,179	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			9,854.39	9,854.39	923900	131400726141	-Senior Consultant - (w/e 6/28/2014-7/26/2014)	SEP-2014
1,180	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			45.55	45.55	923900	131400823141	-Mileage Reimbursement	SEP-2014
1,181	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS			8,663.20	8,663.20	923900	131400823141	-Senior Consultant - (w/e 8/2/2014-8/23/2014)	SEP-2014
1,182	Other	CINTAS			36.86	36.86	923900	27-JUN-2014 13:06 SERV	-CINTAS 60A SAP #474131	JUN-2014
1,183	Other	CINTAS			38.06	38.06	923900	27-JUN-2014 13:06 SERV	-CINTAS 60A SAP #474131	JUN-2014
1,184	Other	CINTAS			39.45	39.45	923900	29-JUL-2014 13:07 SERV	-CINTAS 60A SAP #474131	JUL-2014
1,185	Other	CINTAS			113.59	113.59	923900	29-JUL-2014 13:07 SERV	-CINTAS 60A SAP #474131	JUL-2014
1,186	Other	CINTAS			39.45	39.45	923900	27-AUG-2014 13:08 SERV	-CINTAS 60A SAP #474131	AUG-2014
1,187	Other	CINTAS			40.73	40.73	923900	27-AUG-2014 13:08 SERV	-CINTAS 60A SAP #474131	AUG-2014
1,188	Other	CINTAS			39.45	39.45	923900	29-OCT-2014 06:10 SERV	-CINTAS 60A SAP #474131	OCT-2014
1,189	Other	CINTAS			40.73	40.73	923900	29-OCT-2014 06:10 SERV	-CINTAS 60A SAP #474131	OCT-2014
1,190	Other	CINTAS			39.45	39.45	923900	29-SEP-2014 11:09 SERV	-CINTAS 60A SAP #474131	OCT-2014
1,191	Other	CINTAS			40.73	40.73	923900	29-SEP-2014 11:09 SERV	-CINTAS 60A SAP #474131	OCT-2014
1,192	Other	CLEANLITES RECYCLING INC			2,438.77	2,438.77	923900	0000122088	-Invoice # 0000122088 - lamp recycling	MAR-2014
1,193	Other	CLEANLITES RECYCLING INC			744.61	744.61	923900	0000122702	-Invoice # 0000122702 - lamp recycling	MAR-2014
1,194	Other	CLEANLITES RECYCLING INC			34.00	34.00	923900	0000122881	-Invoice # 0000122881 - lamp recycling	MAR-2014
1,195	Other	CODEBABY CORP			494.20	494.20	923900	11095	-Training and Support per seat	NOV-2013
1,196	Other	COLOURS 2000			460.11	460.11	923900	COLOUR110513D	-COLOURS 2000 - 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
1,197	Other	COLOURS 2000			8.45	8.45	923900	COLOUR111813B	-Colours 2000 Painting - Repaired damaged drywall and painted 2 walls Invoice# 11/18/2013	NOV-2013
1,198	Other	COLOURS 2000			85.45	85.45	923900	COLOUR111813B	-Colours 2000 Painting - Repaired damaged drywall and painted 2 walls Invoice# 11/18/2013	NOV-2013
1,199	Other	COLOURS 2000			76.06	76.06	923900	COLOUR111813C	-Colours 2000 Painting - Prepped & painted 36 door & door casings in restrooms and stairwells. Invoice# 11/18/2013	NOV-2013
1,200	Other	COLOURS 2000			769.04	769.04	923900	COLOUR111813C	-Colours 2000 Painting - Prepped & painted 36 door & door casings in restrooms and stairwells. Invoice# 11/18/2013	NOV-2013
1,201	Other	COLOURS 2000			51.65	51.65	923900	COLOUR111813D	-Colours 2000 Painting - Primed & painted 36 ceilings in boardroom. Invoice# 11/18/2013	NOV-2013
1,202	Other	COLOURS 2000			464.81	464.81	923900	COLOUR111813D	-Colours 2000 Painting - Primed & painted 36 ceilings in boardroom. Invoice# 11/18/2013	NOV-2013
1,203	Other	COLOURS 2000			14.09	14.09	923900	COLOUR111813E	-Colours 2000 Painting - Prepped & painted 36 Facilities Office Storage room. Invoice# 11/18/2013	NOV-2013
1,204	Other	COLOURS 2000			126.77	126.77	923900	COLOUR111813E	-Colours 2000 Painting - Prepped & painted 36 Facilities Office Storage room. Invoice# 11/18/2013	NOV-2013
1,205	Other	COLOURS 2000			704.25	704.25	923900	COLOUR120313	-COLOURS 2000 - CAULKED AND PAINTED ALL TRIM IN 23RD FLOOR BOARD ROOM AS PER INV 12/3/2013	DEC-2013
1,206	Other	COLOURS 2000			140.85	140.85	923900	COLOUR121413	-COLOURS 2000 - PAINTED WALLS IN RECEPTIONIST AREAS ON 15TH FLOOR INV DATED 12/14/2013	DEC-2013
1,207	Other	COLOURS 2000			352.12	352.12	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
1,208	Other	COLOURS 2000			352.13	352.13	923900	J703-0020-1213 Adjustment USD	COLOURS 2000	DEC-2013
1,209	Other	COLOURS 2000			(352.12)	(352.12)	923900	Reverses "J703-0020-1213 Adjustment USD	COLOURS 2000	JAN-2014
1,210	Other	COMMERCIAL WORKS			2,000.00	2,000.00	923100	807449	-COD VSD	NOV-2013
1,211	Other	COMMERCIAL WORKS			2,000.00	2,000.00	923100	807453	-COD VSD	NOV-2013
1,212	Other	COMMERCIAL WORKS			126.86	126.86	923900	8104566	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104566 DATED 11/22/2013	DEC-2013
1,213	Other	COMMERCIAL WORKS			73.10	73.10	923900	8104611	-Commercial Works Invoice # 8104611 Moving Services	DEC-2013
1,214	Other	COMMERCIAL WORKS			5,312.59	5,312.59	923900	8104623	-Commercial Works Invoice # 8104623 Dec. Storage Services	DEC-2013
1,215	Other	COMMERCIAL WORKS			84.98	84.98	923900	8104662	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104662 DATED 12/13/2013	DEC-2013
1,216	Other	COMMERCIAL WORKS			4,593.12	4,593.12	923900	J703-0020-1213 Adjustment USD	COMMERCIAL WORKS	DEC-2013
1,217	Other	COMMERCIAL WORKS			4,593.02	4,593.02	923900	8104498	-COMMERCIAL WORKS - MOVING AND STORAGE SERVICES - FOR NOVEMBER 2013 - INV #8104498	JAN-2014
1,218	Other	COMMERCIAL WORKS			274.80	274.80	923900	8104674	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104674 DATED 12/18/2013	JAN-2014
1,219	Other	COMMERCIAL WORKS			201.70	201.70	923900	8104675	-COMMERCIAL WORKS - MOVING SERVICES - INV 8104675 DATED 12/18/2013	JAN-2014
1,220	Other	COMMERCIAL WORKS			(4,593.11)	(4,593.11)	923900	Reverses "J703-0020-1213 Adjustment USD	COMMERCIAL WORKS	JAN-2014
1,221	Other	COMMERCIAL WORKS			235.51	235.51	923900	8104805	-COMMERCIAL WORKS - DELIVER FURNITURE FOR SCOTT STRAIGHT BOC 3- INV 8104805	APR-2014
1,222	Other	COMMERCIAL WORKS			366.61	366.61	923100	8105073	-Commercial Works - Inv #8105073 Moving Services	APR-2014
1,223	Other	COMMERCIAL WORKS			75.19	75.19	923900	8105074	-Commercial Works - Inv #8105074 Moving Services	APR-2014
1,224	Other	COMMERCIAL WORKS			58.19	58.19	923900	8105663	-Commercial Works - Inv #8105663; for moving services for Property Accounting	SEP-2014
1,225	Other	CONCENTRA			21.75	21.75	923900	29-APR-2014 14:04 SERV	-CONCENTRA #424071	APR-2014
1,226	Other	CONCENTRA			21.75	21.75	923900	29-APR-2014 14:04 SERV	-CONCENTRA #424071	APR-2014
1,227	Other	CONCENTRA			19.80	19.80	923900	29-MAY-2014 11:05 SERV	-CONCENTRA #143173	MAY-2014
1,228	Other	CONCENTRA			16.20	16.20	923900	29-MAY-2014 11:05 SERV	-CONCENTRA #424857	MAY-2014
1,229	Other	CONCENTRA			24.75	24.75	923900	27-JUN-2014 13:06 SERV	-CONCENTRA #418891	JUN-2014
1,230	Other	CONCENTRA			8.80	8.80	923900	27-JUN-2014 13:06 SERV	-CONCENTRA #419873	JUN-2014
1,231	Other	CONCENTRA			22.50	22.50	923900	27-JUN-2014 13:06 SERV	-CONCENTRA #426159	JUN-2014
1,232	Other	CONCENTRA			20.25	20.25	923900	27-JUN-2014 13:06 SERV	-CONCENTRA #945273	JUN-2014
1,233	Other	CONCENTRA			24.01	24.01	923900	29-SEP-2014 11:09 SERV	-CONCENTRA #424071	OCT-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
1,234	Other	COOLSOFT LLC			6,969.60	6,969.60	923900	16825	-Temporary IT Resource - Pradeep Durshanapalli	JUL-2014
1,235	Other	COPYRIGHT CLEARANCE			6,364.27	6,364.27	923900	29-APR-2014 14:04 SERV	-COPYRIGHT CLEARANCE #426662	APR-2014
1,236	Other	Corporate Accounting			(79.15)	(79.15)	923900	J017-0020-0214 Adjustment USD	Repayment for office contract - Xerox Corporation	FEB-2014
1,237	Other	Corporate Accounting			(88.18)	(88.18)	923900	AP Discounts	Transfer from Org: 025590 via ALL-009: 0100-49.42%: Creating a new PO number do to new charge numbers.	MAR-2014
1,238	Other	Corporate Accounting			99.82	99.82	923900	J226-0020-0314 Other USD	Simpsonville Shared Services Operations	MAR-2014
1,239	Other	Corporate Accounting			426.29	426.29	923900	J226-0020-0314 Other USD	Simpsonville Shared Services Maintenance	MAR-2014
1,240	Other	Corporate Accounting			850.30	850.30	923900	J226-0020-0314 Other USD	LG&E Center Operations	MAR-2014
1,241	Other	Corporate Accounting			1,305.70	1,305.70	923900	J226-0020-0314 Other USD	KU General Office Maintenance	MAR-2014
1,242	Other	Corporate Accounting			1,808.78	1,808.78	923900	J226-0020-0314 Other USD	Simpsonville Shared Services Operations	MAR-2014
1,243	Other	Corporate Accounting			6,145.24	6,145.24	923900	J226-0020-0314 Other USD	LG&E Center Maintenance	MAR-2014
1,244	Other	Corporate Accounting			6,792.20	6,792.20	923900	J226-0020-0314 Other USD	LG&E Center Maintenance	MAR-2014
1,245	Other	Corporate Accounting			9,059.48	9,059.48	923900	J226-0020-0314 Other USD	Simpsonville Shared Services Maintenance	MAR-2014
1,246	Other	Corporate Accounting			13,401.70	13,401.70	923900	J226-0020-0314 Other USD	KU General Office Operations	MAR-2014
1,247	Other	Corporate Accounting			23,406.18	23,406.18	923900	J226-0020-0314 Other USD	KU General Office Maintenance	MAR-2014
1,248	Other	Corporate Accounting			32,386.82	32,386.82	923900	J226-0020-0314 Other USD	LG&E Center Operations	MAR-2014
1,249	Other	Corporate Accounting			12.19	12.19	923900	J202-0020-0414 Other USD	Transfer LG&E Center Ops from LKS	APR-2014
1,250	Other	Corporate Accounting			154.84	154.84	923900	J202-0020-0414 Other USD	Transfer Simpsonville Sh Svcs Mtce from LKS	APR-2014
1,251	Other	Corporate Accounting			374.40	374.40	923900	J202-0020-0414 Other USD	Transfer Simpsonville Sh Svcs Ops from LKS	APR-2014
1,252	Other	Corporate Accounting			673.65	673.65	923900	J202-0020-0414 Other USD	Transfer KU Gen Office Mtce from LKS	APR-2014
1,253	Other	Corporate Accounting			956.20	956.20	923900	J202-0020-0414 Other USD	Transfer Simpsonville Sh Svcs Mtce from LKS	APR-2014
1,254	Other	Corporate Accounting			1,708.26	1,708.26	923900	J202-0020-0414 Other USD	Transfer LG&E Center Mtce from LKS	APR-2014
1,255	Other	Corporate Accounting			1,892.58	1,892.58	923900	J202-0020-0414 Other USD	Transfer KU Gen Office Mtce from LKS	APR-2014
1,256	Other	Corporate Accounting			1,926.58	1,926.58	923900	J202-0020-0414 Other USD	Transfer LG&E Center Mtce from LKS	APR-2014
1,257	Other	Corporate Accounting			2,044.43	2,044.43	923900	J202-0020-0414 Other USD	Transfer KU Gen Office Ops from LKS	APR-2014
1,258	Other	Corporate Accounting			8,239.34	8,239.34	923900	J202-0020-0414 Other USD	Transfer LG&E Center Ops from LKS	APR-2014
1,259	Other	Corporate Accounting			407.41	407.41	923900	J204-0020-0514 Other USD	Transfer Simpsonville Sh Svcs Mtce from LKS	MAY-2014
1,260	Other	Corporate Accounting			444.04	444.04	923900	J204-0020-0514 Other USD	Transfer Simpsonville Sh Svcs Ops from LKS	MAY-2014
1,261	Other	Corporate Accounting			565.11	565.11	923900	J204-0020-0514 Other USD	Transfer KU Gen Office Mtce from LKS	MAY-2014
1,262	Other	Corporate Accounting			1,070.91	1,070.91	923900	J204-0020-0514 Other USD	Transfer LG&E Center Ops from LKS	MAY-2014
1,263	Other	Corporate Accounting			1,424.59	1,424.59	923900	J204-0020-0514 Other USD	Transfer LG&E Center Other Exp from LKS	MAY-2014
1,264	Other	Corporate Accounting			1,761.94	1,761.94	923900	J204-0020-0514 Other USD	Transfer LG&E Center Other Exp from LKS	MAY-2014
1,265	Other	Corporate Accounting			2,882.61	2,882.61	923900	J204-0020-0514 Other USD	Transfer LG&E Center Ops from LKS	MAY-2014
1,266	Other	Corporate Accounting			5,750.43	5,750.43	923900	J204-0020-0514 Other USD	Transfer KU Gen Office Mtce from LKS	MAY-2014
1,267	Other	Corporate Accounting			7,759.66	7,759.66	923900	J204-0020-0514 Other USD	Transfer KU Gen Office Ops from LKS	MAY-2014
1,268	Other	Corporate Accounting			13,446.58	13,446.58	923900	J204-0020-0514 Other USD	Transfer Simpsonville Sh Svcs Mtce from LKS	MAY-2014
1,269	Other	Corporate Accounting			(12.19)	(12.19)	923900	J229-0020-0614 Prior Period Adjustment USD	Reverse APR-2014 Transfer LG&E Center Ops from LKS	MAY-2014
1,270	Other	Corporate Accounting			28.06	28.06	923900	J228-0020-0614 Other USD	LGE Center Op Exp Rent LGE	JUN-2014
1,271	Other	Corporate Accounting			70.71	70.71	923900	J225-0020-0614 Prior Period Adjustment USD	Allocate May 2014 Facilities Charges on LKS (BOC, AUB)	JUN-2014
1,272	Other	Corporate Accounting			101.68	101.68	923900	J228-0020-0614 Other USD	Morganfield - Maintenance Sh Svcs LGE	JUN-2014
1,273	Other	Corporate Accounting			120.33	120.33	923900	J226-0020-0614 Other USD	Allocate June 2014 Facilities Charges on LKS (ESC, BOC, AUB)	JUN-2014
1,274	Other	Corporate Accounting			168.48	168.48	923900	J228-0020-0614 Other USD	Simpsonville - Maintenance Sh Svcs LGE	JUN-2014
1,275	Other	Corporate Accounting			300.92	300.92	923900	J228-0020-0614 Other USD	LGE Center Op Exp Rent LGE	JUN-2014
1,276	Other	Corporate Accounting			506.34	506.34	923900	J203-0100-0614 Prior Period Adjustment USD	Re-book Jan-May 2014 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	JUN-2014
1,277	Other	Corporate Accounting			567.57	567.57	923900	J228-0020-0614 Other USD	Simpsonville - Operations Sh Svcs LGE	JUN-2014
1,278	Other	Corporate Accounting			658.15	658.15	923900	J226-0020-0614 Other USD	Allocate June 2014 Facilities Charges on LKS (ESC, BOC, AUB)	JUN-2014
1,279	Other	Corporate Accounting			(850.30)	(850.30)	923900	J229-0020-0614 Prior Period Adjustment USD	Reverse MAR-2014 LG&E Center Operations	JUN-2014
1,280	Other	Corporate Accounting			968.73	968.73	923900	J226-0020-0614 Other USD	Allocate June 2014 Facilities Charges on LKS (ESC, BOC, AUB)	JUN-2014
1,281	Other	Corporate Accounting			(1,070.91)	(1,070.91)	923900	J229-0020-0614 Prior Period Adjustment USD	Reverse MAY-2014 Transfer LG&E Center Ops from LKS	JUN-2014
1,282	Other	Corporate Accounting			1,713.66	1,713.66	923900	J228-0020-0614 Other USD	LGE Center O/S LGE	JUN-2014
1,283	Other	Corporate Accounting			1,718.57	1,718.57	923900	J228-0020-0614 Other USD	LGE Center O/S LGE	JUN-2014
1,284	Other	Corporate Accounting			1,779.16	1,779.16	923900	J228-0020-0614 Other USD	KU General Office - Maintenance LGE	JUN-2014
1,285	Other	Corporate Accounting			1,810.38	1,810.38	923900	J204-0100-0614 Other USD	Allocate June Facilities Charges LGE (ESC, SSC, BOC, AUB)	JUN-2014
1,286	Other	Corporate Accounting			1,916.19	1,916.19	923900	J229-0020-0614 Prior Period Adjustment USD	Rebook Jan-May 2014 LGE Center O/S LGE	JUN-2014
1,287	Other	Corporate Accounting			(2,882.61)	(2,882.61)	923900	J229-0020-0614 Prior Period Adjustment USD	Reverse MAY-2014 Transfer LG&E Center Ops from LKS	JUN-2014
1,288	Other	Corporate Accounting			6,694.18	6,694.18	923900	J226-0020-0614 Other USD	Allocate June 2014 Facilities Charges on LKS (ESC, BOC, AUB)	JUN-2014
1,289	Other	Corporate Accounting			8,040.60	8,040.60	923900	J228-0020-0614 Other USD	KU General Office - Operations LGE	JUN-2014
1,290	Other	Corporate Accounting			(8,239.34)	(8,239.34)	923900	J229-0020-0614 Prior Period Adjustment USD	Reverse APR-2014 Transfer LG&E Center Ops from LKS	JUN-2014
1,291	Other	Corporate Accounting			8,865.12	8,865.12	923900	J228-0020-0614 Other USD	Simpsonville - Maintenance Sh Svcs LGE	JUN-2014
1,292	Other	Corporate Accounting			9,356.14	9,356.14	923900	J228-0020-0614 Other USD	KU General Office - Maintenance LGE	JUN-2014
1,293	Other	Corporate Accounting			9,459.36	9,459.36	923900	J228-0020-0614 Other USD	LGE Center Op Exp Rent LGE	JUN-2014
1,294	Other	Corporate Accounting			18,313.46	18,313.46	923900	J203-0100-0614 Prior Period Adjustment USD	Re-book Jan-May 2014 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	JUN-2014
1,295	Other	Corporate Accounting			25,067.04	25,067.04	923900	J204-0100-0614 Other USD	Allocate June Facilities Charges LGE (ESC, SSC, BOC, AUB)	JUN-2014
1,296	Other	Corporate Accounting			25,572.43	25,572.43	923900	J225-0020-0614 Prior Period Adjustment USD	Allocate May 2014 Facilities Charges on LKS (BOC, AUB)	JUN-2014
1,297	Other	Corporate Accounting			(32,386.82)	(32,386.82)	923900	J229-0020-0614 Prior Period Adjustment USD	Reverse MAR-2014 LG&E Center Operations	JUN-2014
1,298	Other	Corporate Accounting			35,282.55	35,282.55	923900	J204-0100-0614 Other USD	Allocate June Facilities Charges LGE (ESC, SSC, BOC, AUB)	JUN-2014
1,299	Other	Corporate Accounting			42,853.44	42,853.44	923900	J229-0020-0614 Prior Period Adjustment USD	Rebook Jan-May 2014 LGE Center O/S LGE	JUN-2014
1,300	Other	Corporate Accounting			101,138.32	101,138.32	923900	J203-0100-0614 Prior Period Adjustment USD	Re-book Jan-May 2014 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	JUN-2014
1,301	Other	Corporate Accounting			190,731.66	190,731.66	923900	J203-0100-0614 Prior Period Adjustment USD	Re-book Jan-May 2014 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	JUN-2014
1,302	Other	Corporate Accounting			(15.34)	(15.34)	923900	07D_ACCT 184516 BOC OPER OS - LGE LELLC	Mass Allocation	JUL-2014
1,303	Other	Corporate Accounting			35.40	35.40	923900	08D_ACCT 184517 BOC MTCE OS - LGE LELLC	Mass Allocation	JUL-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
1,304	Other	Corporate Accounting			(103.49)	(103.49)	923900	AP Discounts	AP DISCOUNTS-Transfer from Org: 026496 via ALL-009: 0100-49%: Ross Lister	JUL-2014
1,305	Other	Corporate Accounting			193.27	193.27	923900	10D_ACCT 184508 KU OFF MTCE OS - LGCE LELLC	Mass Allocation	JUL-2014
1,306	Other	Corporate Accounting			198.52	198.52	923900	15J_ACCT 184509 LGEC OPER OS - LGCE LELLC	Mass Allocation	JUL-2014
1,307	Other	Corporate Accounting			(960.52)	(960.52)	923900	08D_ACCT 184517 BOC MTCE OS - LGCE LELLC	Mass Allocation	JUL-2014
1,308	Other	Corporate Accounting			1,412.62	1,412.62	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGCE LELLC	Mass Allocation	JUL-2014
1,309	Other	Corporate Accounting			1,488.03	1,488.03	923900	11D_ACCT 184503 SIMPSV OPER OS - LGCE LELLC	Mass Allocation	JUL-2014
1,310	Other	Corporate Accounting			2,046.55	2,046.55	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGCE LELLC	Mass Allocation	JUL-2014
1,311	Other	Corporate Accounting			6,746.30	6,746.30	923900	09D_ACCT 184507 KU OFF OPER OS - LGCE LELLC	Mass Allocation	JUL-2014
1,312	Other	Corporate Accounting			6,804.78	6,804.78	923900	11D_ACCT 184503 SIMPSV OPER OS - LGCE LELLC	Mass Allocation	JUL-2014
1,313	Other	Corporate Accounting			8,587.06	8,587.06	923900	12D_ACCT 184506 SIMPSV MTCE OS - LGCE LELLC	Mass Allocation	JUL-2014
1,314	Other	Corporate Accounting			13,191.53	13,191.53	923900	15J_ACCT 184509 LGEC OPER OS - LGCE LELLC	Mass Allocation	JUL-2014
1,315	Other	Corporate Accounting			17,302.40	17,302.40	923900	10D_ACCT 184508 KU OFF MTCE OS - LGCE LELLC	Mass Allocation	JUL-2014
1,316	Other	Corporate Accounting			39,524.03	39,524.03	923900	08D_ACCT 184517 BOC MTCE OS - LGCE LELLC	Mass Allocation	JUL-2014
1,317	Other	Corporate Accounting			39,670.98	39,670.98	923900	07D_ACCT 184516 BOC OPER OS - LGCE LELLC	Mass Allocation	JUL-2014
1,318	Other	Corporate Accounting			18.63	18.63	923900	J207-0020-0814 Adjustment USD	Manually allocated discount not transferred to projects	AUG-2014
1,319	Other	Corporate Accounting			198.52	198.52	923900	15J_ACCT 184509 LGEC OPER OS - LGCE LELLC	Mass Allocation	AUG-2014
1,320	Other	Corporate Accounting			326.12	326.12	923900	12D_ACCT 184506 SIMPSV MTCE OS - LGCE LELLC	Mass Allocation	AUG-2014
1,321	Other	Corporate Accounting			575.52	575.52	923900	10D_ACCT 184508 KU OFF MTCE OS - LGCE LELLC	Mass Allocation	AUG-2014
1,322	Other	Corporate Accounting			(967.24)	(967.24)	923900	10D_ACCT 184508 KU OFF MTCE OS - LGCE LELLC	Mass Allocation	AUG-2014
1,323	Other	Corporate Accounting			1,105.15	1,105.15	923900	09D_ACCT 184507 KU OFF OPER OS - LGCE LELLC	Mass Allocation	AUG-2014
1,324	Other	Corporate Accounting			1,403.92	1,403.92	923900	11D_ACCT 184503 SIMPSV OPER OS - LGCE LELLC	Mass Allocation	AUG-2014
1,325	Other	Corporate Accounting			1,677.01	1,677.01	923900	12D_ACCT 184506 SIMPSV MTCE OS - LGCE LELLC	Mass Allocation	AUG-2014
1,326	Other	Corporate Accounting			(1,696.85)	(1,696.85)	923900	J017-0020-0814 Adjustment USD	Konica Minolta Business Solutions - refund of credit balance	AUG-2014
1,327	Other	Corporate Accounting			1,836.34	1,836.34	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGCE LELLC	Mass Allocation	AUG-2014
1,328	Other	Corporate Accounting			(2,184.74)	(2,184.74)	923900	07D_ACCT 184516 BOC OPER OS - LGCE LELLC	Mass Allocation	AUG-2014
1,329	Other	Corporate Accounting			3,318.81	3,318.81	923900	08D_ACCT 184517 BOC MTCE OS - LGCE LELLC	Mass Allocation	AUG-2014
1,330	Other	Corporate Accounting			(7,418.88)	(7,418.88)	923900	09D_ACCT 184507 KU OFF OPER OS - LGCE LELLC	Mass Allocation	AUG-2014
1,331	Other	Corporate Accounting			9,527.00	9,527.00	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGCE LELLC	Mass Allocation	AUG-2014
1,332	Other	Corporate Accounting			14,242.06	14,242.06	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGCE LELLC	Mass Allocation	AUG-2014
1,333	Other	Corporate Accounting			16,426.56	16,426.56	923900	15J_ACCT 184509 LGEC OPER OS - LGCE LELLC	Mass Allocation	AUG-2014
1,334	Other	Corporate Accounting			19,873.57	19,873.57	923900	08D_ACCT 184517 BOC MTCE OS - LGCE LELLC	Mass Allocation	AUG-2014
1,335	Other	Corporate Accounting			35,856.66	35,856.66	923900	07D_ACCT 184516 BOC OPER OS - LGCE LELLC	Mass Allocation	AUG-2014
1,336	Other	Corporate Accounting			177.85	177.85	923900	12D_ACCT 184506 SIMPSV MTCE OS - LGCE LELLC	Mass Allocation	SEP-2014
1,337	Other	Corporate Accounting			372.28	372.28	923900	15J_ACCT 184509 LGEC OPER OS - LGCE LELLC	Mass Allocation	SEP-2014
1,338	Other	Corporate Accounting			620.44	620.44	923900	10D_ACCT 184508 KU OFF MTCE OS - LGCE LELLC	Mass Allocation	SEP-2014
1,339	Other	Corporate Accounting			1,101.39	1,101.39	923900	09D_ACCT 184507 KU OFF OPER OS - LGCE LELLC	Mass Allocation	SEP-2014
1,340	Other	Corporate Accounting			1,109.16	1,109.16	923900	15J_ACCT 184509 LGEC OPER OS - LGCE LELLC	Mass Allocation	SEP-2014
1,341	Other	Corporate Accounting			1,699.55	1,699.55	923900	08D_ACCT 184517 BOC MTCE OS - LGCE LELLC	Mass Allocation	SEP-2014
1,342	Other	Corporate Accounting			2,054.75	2,054.75	923900	11D_ACCT 184503 SIMPSV OPER OS - LGCE LELLC	Mass Allocation	SEP-2014
1,343	Other	Corporate Accounting			(2,261.88)	(2,261.88)	923900	09D_ACCT 184507 KU OFF OPER OS - LGCE LELLC	Mass Allocation	SEP-2014
1,344	Other	Corporate Accounting			2,835.75	2,835.75	923900	12D_ACCT 184506 SIMPSV MTCE OS - LGCE LELLC	Mass Allocation	SEP-2014
1,345	Other	Corporate Accounting			3,846.56	3,846.56	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGCE LELLC	Mass Allocation	SEP-2014
1,346	Other	Corporate Accounting			6,248.70	6,248.70	923900	09D_ACCT 184507 KU OFF OPER OS - LGCE LELLC	Mass Allocation	SEP-2014
1,347	Other	Corporate Accounting			6,468.65	6,468.65	923900	10D_ACCT 184508 KU OFF MTCE OS - LGCE LELLC	Mass Allocation	SEP-2014
1,348	Other	Corporate Accounting			7,440.10	7,440.10	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGCE LELLC	Mass Allocation	SEP-2014
1,349	Other	Corporate Accounting			10,493.59	10,493.59	923900	07D_ACCT 184516 BOC OPER OS - LGCE LELLC	Mass Allocation	SEP-2014
1,350	Other	Corporate Accounting			16,942.52	16,942.52	923900	07D_ACCT 184516 BOC OPER OS - LGCE LELLC	Mass Allocation	SEP-2014
1,351	Other	Corporate Accounting			17,194.82	17,194.82	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGCE LELLC	Mass Allocation	SEP-2014
1,352	Other	Corporate Accounting			19,530.98	19,530.98	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGCE LELLC	Mass Allocation	SEP-2014
1,353	Other	Corporate Accounting			24,044.41	24,044.41	923900	08D_ACCT 184517 BOC MTCE OS - LGCE LELLC	Mass Allocation	SEP-2014
1,354	Other	Corporate Accounting			24.98	24.98	923900	J202-0100-1014 Prior Period Adjustment USD	Re-book Nov-Dec 2013 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	OCT-2014
1,355	Other	Corporate Accounting			193.76	193.76	923900	12D_ACCT 184506 SIMPSV MTCE OS - LGCE LELLC	Mass Allocation	OCT-2014
1,356	Other	Corporate Accounting			212.59	212.59	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGCE LELLC	Mass Allocation	OCT-2014
1,357	Other	Corporate Accounting			320.54	320.54	923900	09D_ACCT 184507 KU OFF OPER OS - LGCE LELLC	Mass Allocation	OCT-2014
1,358	Other	Corporate Accounting			614.42	614.42	923900	11D_ACCT 184503 SIMPSV OPER OS - LGCE LELLC	Mass Allocation	OCT-2014
1,359	Other	Corporate Accounting			623.96	623.96	923900	10D_ACCT 184508 KU OFF MTCE OS - LGCE LELLC	Mass Allocation	OCT-2014
1,360	Other	Corporate Accounting			759.92	759.92	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGCE LELLC	Mass Allocation	OCT-2014
1,361	Other	Corporate Accounting			1,107.37	1,107.37	923900	09D_ACCT 184507 KU OFF OPER OS - LGCE LELLC	Mass Allocation	OCT-2014
1,362	Other	Corporate Accounting			2,036.74	2,036.74	923900	J202-0100-1014 Prior Period Adjustment USD	Re-book Nov-Dec 2013 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	OCT-2014
1,363	Other	Corporate Accounting			2,622.16	2,622.16	923900	08D_ACCT 184517 BOC MTCE OS - LGCE LELLC	Mass Allocation	OCT-2014
1,364	Other	Corporate Accounting			2,803.95	2,803.95	923900	15J_ACCT 184509 LGEC OPER OS - LGCE LELLC	Mass Allocation	OCT-2014
1,365	Other	Corporate Accounting			4,313.32	4,313.32	923900	09D_ACCT 184507 KU OFF OPER OS - LGCE LELLC	Mass Allocation	OCT-2014
1,366	Other	Corporate Accounting			4,920.53	4,920.53	923900	07D_ACCT 184516 BOC OPER OS - LGCE LELLC	Mass Allocation	OCT-2014
1,367	Other	Corporate Accounting			6,992.66	6,992.66	923900	10D_ACCT 184508 KU OFF MTCE OS - LGCE LELLC	Mass Allocation	OCT-2014
1,368	Other	Corporate Accounting			8,290.64	8,290.64	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGCE LELLC	Mass Allocation	OCT-2014
1,369	Other	Corporate Accounting			10,457.49	10,457.49	923900	J202-0100-1014 Prior Period Adjustment USD	Re-book Nov-Dec 2013 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	OCT-2014
1,370	Other	Corporate Accounting			11,942.83	11,942.83	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGCE LELLC	Mass Allocation	OCT-2014
1,371	Other	Corporate Accounting			14,940.07	14,940.07	923900	07D_ACCT 184516 BOC OPER OS - LGCE LELLC	Mass Allocation	OCT-2014
1,372	Other	Corporate Accounting			16,663.60	16,663.60	923900	12D_ACCT 184506 SIMPSV MTCE OS - LGCE LELLC	Mass Allocation	OCT-2014
1,373	Other	Corporate Accounting			20,766.02	20,766.02	923900	08D_ACCT 184517 BOC MTCE OS - LGCE LELLC	Mass Allocation	OCT-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
1,374	Other	Corporate Accounting			26,974.77	26,974.77	923900	07D_ACCT 184516 BOC OPER OS - LG E LELL	Mass Allocation	OCT-2014
1,375	Other	Corporate Accounting			56,135.44	56,135.44	923900	J202-0100-1014 Prior Period Adjustment USD	Re-book Nov-Dec 2013 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	OCT-2014
1,376	Other	Corporate Accounting			80,526.78	80,526.78	923900	J202-0100-1014 Prior Period Adjustment USD	Re-book Nov-Dec 2013 Facilities Mass Alloc (ESC, SSC, BOC, AUB)	OCT-2014
1,377	Other	COURIER JOURNAL			8.78	8.78	923900	27-JUN-2014 13:06 SERV	-GAN*1107COURIERJRNCRIRC #420574	JUN-2014
1,378	Other	COURIER JOURNAL			6.03	6.03	923900	29-JUL-2014 13:07 SERV	-GAN*1107COURIERJRNCRIRC #420574	JUL-2014
1,379	Other	COURIER JOURNAL			9.75	9.75	923900	27-AUG-2014 13:08 SERV	-GAN*1107COURIERJRNCRIRC #420574	AUG-2014
1,380	Other	COURIER JOURNAL			9.75	9.75	923900	29-OCT-2014 06:10 SERV	-GAN*1107COURIERJRNCRIRC #420574	OCT-2014
1,381	Other	COURIER JOURNAL			9.75	9.75	923900	29-SEP-2014 11:09 SERV	-GAN*1107COURIERJRNCRIRC #420574	OCT-2014
1,382	Other	CRAVINGS			148.56	148.56	923900	31-DEC-2013 11:12 SERV	-CRAVINGS #426472	DEC-2013
1,383	Other	CRAVINGS			396.89	396.89	923900	31-DEC-2013 11:12 SERV	-CRAVINGS #426472	DEC-2013
1,384	Other	CREATIVE ALLIANCE			301.87	301.87	923100	11147200	-LABOR	NOV-2013
1,385	Other	CREATIVE ALLIANCE			301.87	301.87	923100	11147300	-LABOR	NOV-2013
1,386	Other	CREATIVE ALLIANCE			14.37	14.37	923100	11147400	-LABOR	NOV-2013
1,387	Other	CREATIVE ALLIANCE			14.37	14.37	923100	11147500	-LABOR	NOV-2013
1,388	Other	CREATIVE ALLIANCE			50.00	50.00	923100	11148100	-LABOR	NOV-2013
1,389	Other	CREATIVE ALLIANCE			948.75	948.75	923100	11357600	-LABOR	DEC-2013
1,390	Other	CREATIVE ALLIANCE			2,443.75	2,443.75	923100	11447800	-LABOR	DEC-2013
1,391	Other	CREATIVE ALLIANCE			2,443.75	2,443.75	923100	11447900	-LABOR	DEC-2013
1,392	Other	CREATIVE ALLIANCE			575.00	575.00	923100	11448000	-LABOR	DEC-2013
1,393	Other	CREATIVE ALLIANCE			17,155.00	17,155.00	923900	11484000	-LABOR	DEC-2013
1,394	Other	CREATIVE ALLIANCE			5,663.75	5,663.75	923100	11644700	-LABOR	FEB-2014
1,395	Other	CREATIVE ALLIANCE			575.00	575.00	923100	11644900	-LABOR	FEB-2014
1,396	Other	CREATIVE ALLIANCE			4,456.25	4,456.25	923100	11779700	-LABOR	MAR-2014
1,397	Other	CREATIVE ALLIANCE			2,702.50	2,702.50	923100	11779900	-LABOR	MAR-2014
1,398	Other	CREATIVE ALLIANCE			3,938.75	3,938.75	923100	11909600	-LABOR	APR-2014
1,399	Other	CREATIVE ALLIANCE			2,472.50	2,472.50	923100	11909800	-LABOR	APR-2014
1,400	Other	CREATIVE ALLIANCE			5,548.75	5,548.75	923100	12096100	-LABOR	MAY-2014
1,401	Other	CREATIVE ALLIANCE			661.25	661.25	923100	12096300	-LABOR	MAY-2014
1,402	Other	CREATIVE ALLIANCE			262.89	262.89	923100	122798	-LABOR	JUN-2014
1,403	Other	CREATIVE ALLIANCE			3,373.82	3,373.82	923100	122798	-LABOR	JUN-2014
1,404	Other	CREATIVE ALLIANCE			97.40	97.40	923100	122807	-LABOR	JUN-2014
1,405	Other	CREATIVE ALLIANCE			1,249.95	1,249.95	923100	122807	-LABOR	JUN-2014
1,406	Other	CREATIVE ALLIANCE			12.46	12.46	923100	1228080	-LABOR	JUN-2014
1,407	Other	CREATIVE ALLIANCE			159.90	159.90	923100	1228080	-LABOR	JUN-2014
1,408	Other	CREATIVE ALLIANCE			72.37	72.37	923100	1228130	-LABOR	JUN-2014
1,409	Other	CREATIVE ALLIANCE			928.81	928.81	923100	1228130	-LABOR	JUN-2014
1,410	Other	CREATIVE ALLIANCE			71.81	71.81	923100	1228250	-LABOR	JUN-2014
1,411	Other	CREATIVE ALLIANCE			921.61	921.61	923100	1228250	-LABOR	JUN-2014
1,412	Other	CREATIVE ALLIANCE			445.62	445.62	923100	12275400	-LABOR	JUN-2014
1,413	Other	CREATIVE ALLIANCE			287.50	287.50	923100	12275500	-LABOR	JUN-2014
1,414	Other	CREATIVE ALLIANCE			230.00	230.00	923100	12275600	-LABOR	JUN-2014
1,415	Other	CREATIVE ALLIANCE			71.87	71.87	923100	12275800	-LABOR	JUN-2014
1,416	Other	CREATIVE ALLIANCE			156.75	156.75	923100	12276100	-LABOR	JUN-2014
1,417	Other	CREATIVE ALLIANCE			2,011.64	2,011.64	923100	12276100	-LABOR	JUN-2014
1,418	Other	CREATIVE ALLIANCE			12.64	12.64	923100	12276300	-LABOR	JUN-2014
1,419	Other	CREATIVE ALLIANCE			162.25	162.25	923100	12276300	-LABOR	JUN-2014
1,420	Other	CREATIVE ALLIANCE			13,242.57	13,242.57	923100	12285600	-LABOR	JUN-2014
1,421	Other	CREATIVE ALLIANCE			1,165.00	1,165.00	923100	12389800	-LABOR	JUN-2014
1,422	Other	CREATIVE ALLIANCE			995.75	995.75	923100	122275700	-LABOR	JUN-2014
1,423	Other	CREATIVE ALLIANCE			(3.85)	(3.85)	923900	1194270	-LABOR	JUL-2014
1,424	Other	CREATIVE ALLIANCE			(35.70)	(35.70)	923100	1194270	-LABOR	JUL-2014
1,425	Other	CREATIVE ALLIANCE			402.50	402.50	923100	12466800	-LABOR	JUL-2014
1,426	Other	CREATIVE ALLIANCE			760.86	760.86	923100	12467600	-LABOR	JUL-2014
1,427	Other	CREATIVE ALLIANCE			3,637.89	3,637.89	923100	12467600	-LABOR	JUL-2014
1,428	Other	CREATIVE ALLIANCE			159.14	159.14	923100	12467800	-LABOR	JUL-2014
1,429	Other	CREATIVE ALLIANCE			760.86	760.86	923100	12467800	-LABOR	JUL-2014
1,430	Other	CREATIVE ALLIANCE			21,181.79	21,181.79	923100	12527800	-LABOR	JUL-2014
1,431	Other	CREATIVE ALLIANCE			(13,242.59)	(13,242.59)	923100	12285600	-COD VDR	AUG-2014
1,432	Other	CREATIVE ALLIANCE			4,417.10	4,417.10	923900	12466900	-LABOR	AUG-2014
1,433	Other	CREATIVE ALLIANCE			4,571.25	4,571.25	923100	12624600	-LABOR	AUG-2014
1,434	Other	CREATIVE ALLIANCE			1,063.75	1,063.75	923100	12624800	-LABOR	AUG-2014
1,435	Other	CREATIVE ALLIANCE			2,050.40	2,050.40	923100	1276260000	-LABOR	AUG-2014
1,436	Other	CREATIVE ALLIANCE			61.60	61.60	923100	1276270000	-LABOR	AUG-2014
1,437	Other	CREATIVE ALLIANCE			(2,350.00)	(2,350.00)	923900	1274260000	-LABOR	SEP-2014
1,438	Other	CREATIVE ALLIANCE			4,334.72	4,334.72	923100	1276250000	-LABOR	SEP-2014
1,439	Other	CREATIVE ALLIANCE			1,293.75	1,293.75	923100	1289540000	-LABOR	SEP-2014
1,440	Other	CREATIVE ALLIANCE			718.75	718.75	923100	1289560000	-LABOR	SEP-2014
1,441	Other	CREATIVE ALLIANCE			42.59	42.59	923100	1289600000	-LABOR	OCT-2014
1,442	Other	CREATIVE ALLIANCE			1,394.37	1,394.37	923100	1306490000	-LABOR	OCT-2014
1,443	Other	CREATIVE ALLIANCE			1,394.38	1,394.38	923100	1306500000	-LABOR	OCT-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
1,444	Other	CREATIVE ALLIANCE			129.37	129.37	923100 1306510000		-LABOR	OCT-2014
1,445	Other	CREATIVE ALLIANCE			129.38	129.38	923100 1306520000		-LABOR	OCT-2014
1,446	Other	CREATIVE ALLIANCE			1,165.00	1,165.00	923100 1306590000		-LABOR	OCT-2014
1,447	Other	CREATIVE ALLIANCE			5.50	5.50	923100 12276100A		-LABOR	OCT-2014
1,448	Other	CREATIVE ALLIANCE			70.54	70.54	923100 12276100A		-LABOR	OCT-2014
1,449	Other	CREATIVE ALLIANCE			(1.83)	(1.83)	923100 122825CR		-LABOR	OCT-2014
1,450	Other	CREATIVE ALLIANCE			(23.51)	(23.51)	923100 122825CR		-LABOR	OCT-2014
1,451	Other	CRESCENT ALLIED SOLUTIONS			5,331.20	5,331.20	923900 3040000149		-Temporary IT Resource - Daniel Lawson	MAY-2014
1,452	Other	CRESCENT ALLIED SOLUTIONS			6,428.80	6,428.80	923900 3040000167		-Temporary IT Resource - Daniel Lawson	JUN-2014
1,453	Other	CRESCENT ALLIED SOLUTIONS			4,704.00	4,704.00	923900 3040000196		-Temporary IT Resource - Daniel Lawson	JUL-2014
1,454	Other	CRESCENT ALLIED SOLUTIONS			6,526.80	6,526.80	923900 3040000228		-Temporary IT Resource - Daniel Lawson	AUG-2014
1,455	Other	CRESCENT ALLIED SOLUTIONS			4,037.60	4,037.60	923900 3040000250		-Temporary IT Resource - Daniel Lawson	SEP-2014
1,456	Other	CUNNINGHAM, MARTINA CAROL			(55.11)	(55.11)	923900 284704		-TARC	OCT-2014
1,457	Other	DATA CLEAN CORP			84.95	84.95	923900 0073752		-Standard Contamination Control Mats	APR-2014
1,458	Other	DATA CLEAN CORP			4,067.76	4,067.76	923900 0073752		-Louisville: One-time cleaning of the equipment and environment, tops of floors, and the under floor plenum	APR-2014
1,459	Other	DATA CLEAN CORP			3,203.90	3,203.90	923900 0073816		-Simpsonville: One-time cleaning of the equipment and environment, tops of floors, and the under floor plenum	APR-2014
1,460	Other	DAVIES CONSULTING INC			341.77	341.77	923900 14505		-Consulting Fees - AIS Support	JUL-2014
1,461	Other	DAVIES CONSULTING INC			341.77	341.77	923900 14505		-Consulting Fees - AIS Support	JUL-2014
1,462	Other	DBA DIRECT			1,876.77	1,876.77	923900 17603		-On Demand Service Overage Hours for February (37.6)	MAR-2014
1,463	Other	DELTA SERVICES LLC			54.05	54.05	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
1,464	Other	DELTA SERVICES LLC			120.35	120.35	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
1,465	Other	DELTA SERVICES LLC			154.97	154.97	923900 56147		-Pay Delta Services, LLC for Invoice #56417 for Gas Dock camera repairs at AOC and Invoice #56168 for service call at BOC lobby cameras	DEC-2013
1,466	Other	DELTA SERVICES LLC			5,241.66	5,241.66	923900 56147		-Pay Delta Services, LLC for Invoice #56417 for Gas Dock camera repairs at AOC and Invoice #56168 for service call at BOC lobby cameras	DEC-2013
1,467	Other	DELTA SERVICES LLC			532.86	532.86	923900 56168		-Pay Delta Services, LLC for Invoice #56417 for Gas Dock camera repairs at AOC and Invoice #56168 for service call at BOC lobby cameras	DEC-2013
1,468	Other	DELTA SERVICES LLC			229.15	229.15	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
1,469	Other	DELTA SERVICES LLC			119.65	119.65	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
1,470	Other	DELTA SERVICES LLC			348.80	348.80	923900 56325		-Pay Delta Services Invoice #56325 for Mill Creek Falcon Camera repairs, and Invoice #56328 for AOC for cameras moved to new archive computer	JAN-2014
1,471	Other	DELTA SERVICES LLC			523.20	523.20	923900 56328		-Pay Delta Services Invoice #56325 for Mill Creek Falcon Camera repairs, and Invoice #56328 for AOC for cameras moved to new archive computer	JAN-2014
1,472	Other	DELTA SERVICES LLC			209.43	209.43	923900 56500		-Pay Delta Services Invoice #56500 for Trimble County Camera Repairs and Invoice #56501 for Mill Creek Camera Repairs	JAN-2014
1,473	Other	DELTA SERVICES LLC			348.80	348.80	923900 56501		-Pay Delta Services Invoice #56500 for Trimble County Camera Repairs and Invoice #56501 for Mill Creek Camera Repairs	JAN-2014
1,474	Other	DELTA SERVICES LLC			954.85	954.85	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
1,475	Other	DELTA SERVICES LLC			1,215.27	1,215.27	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
1,476	Other	DELTA SERVICES LLC			1,968.49	1,968.49	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
1,477	Other	DELTA SERVICES LLC			1,454.98	1,454.98	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
1,478	Other	DELTA SERVICES LLC			182.05	182.05	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
1,479	Other	DELTA SERVICES LLC			117.97	117.97	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
1,480	Other	DELTA SERVICES LLC			439.53	439.53	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
1,481	Other	DELTA SERVICES LLC			425.98	425.98	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
1,482	Other	DELTA SERVICES LLC			137.34	137.34	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
1,483	Other	DELTA SERVICES LLC			273.65	273.65	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
1,484	Other	DELTA SERVICES LLC			2,659.60	2,659.60	923900 56665		-Pay Delta Services Invoice #56665 for camera repairs at East Service Center	JAN-2014
1,485	Other	DELTA SERVICES LLC			4,752.11	4,752.11	923900 56665		-Pay Delta Services Invoice #56665 for camera repairs at East Service Center	JAN-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
1,486	Other	DELTA SERVICES LLC			330.40	330.40	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
1,487	Other	DELTA SERVICES LLC			153.03	153.03	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
1,488	Other	DELTA SERVICES LLC			382.56	382.56	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
1,489	Other	DELTA SERVICES LLC			382.56	382.56	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
1,490	Other	DELTA SERVICES LLC			25.00	25.00	923900	56763	-Pay Delta Services Invoice #56763 for camera repairs at Mill Creek Station	FEB-2014
1,491	Other	DELTA SERVICES LLC			261.60	261.60	923900	56763	-Pay Delta Services Invoice #56763 for camera repairs at Mill Creek Station	FEB-2014
1,492	Other	DELTA SERVICES LLC			54.86	54.86	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
1,493	Other	DELTA SERVICES LLC			210.27	210.27	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
1,494	Other	DELTA SERVICES LLC			92.11	92.11	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
1,495	Other	DELTA SERVICES LLC			76.76	76.76	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
1,496	Other	DELTA SERVICES LLC			245.60	245.60	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
1,497	Other	DELTA SERVICES LLC			70.21	70.21	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
1,498	Other	DELTA SERVICES LLC			62.71	62.71	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
1,499	Other	DELTA SERVICES LLC			90.40	90.40	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
1,500	Other	DELTA SERVICES LLC			246.76	246.76	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
1,501	Other	DELTA SERVICES LLC			30.70	30.70	923900	56948	-Pay Delta Services Invoice #57093 for Quote, Invoice # 57319 for Middlesboro Camera repairs, and Invoice #57364 for Stone Road Camera Repairs	MAR-2014
1,502	Other	DELTA SERVICES LLC			3,155.60	3,155.60	923900	57093	-Pay Delta Services Invoice #57231 for Camera repairs at East Service Center	MAR-2014
1,503	Other	DELTA SERVICES LLC			50.00	50.00	923900	57231	-Pay Delta Services Invoice #57231 for Camera repairs at East Service Center	MAR-2014
1,504	Other	DELTA SERVICES LLC			697.60	697.60	923900	57231	-Labor - Installation (5 hrs), Technical (2 hrs), Project Management (1 hr), Engineering (1 hr) - @ \$68.60/hr	MAR-2014
1,505	Other	DELTA SERVICES LLC			305.12	305.12	923900	57314	-Pay Delta Services Invoice #57536 for SECCAM01 reset	APR-2014
1,506	Other	DELTA SERVICES LLC			86.19	86.19	923900	57536	-Pay Delta Services Invoice #57939 for Falcon Cam repairs at Mill Creek	MAY-2014
1,507	Other	DELTA SERVICES LLC			1,308.00	1,308.00	923900	57939	-Pay Delta Services Invoice #57994 for Simpsonville camera install	MAY-2014
1,508	Other	DELTA SERVICES LLC			245.88	245.88	923900	57994	-Pay Delta Services Invoice #57994 for Simpsonville camera install	MAY-2014
1,509	Other	DELTA SERVICES LLC			261.60	261.60	923900	57994	-Pay Delta Services Invoice #58075 for camera repairs at Trimble County Station	MAY-2014
1,510	Other	DELTA SERVICES LLC			377.05	377.05	923900	58075	-Pay Delta Services Invoice #58151 for camera repairs at Riverport	MAY-2014
1,511	Other	DELTA SERVICES LLC			25.00	25.00	923900	58151	-Pay Delta Services Invoice #58151 for camera repairs at Riverport	MAY-2014
1,512	Other	DELTA SERVICES LLC			436.00	436.00	923900	58151	-Pay Delta Services Invoice #58223 for Genetec and Directory issues	MAY-2014
1,513	Other	DELTA SERVICES LLC			2,758.11	2,758.11	923900	58223	-Pay Delta Services Invoice #58306 for Genetec Directory repairs	MAY-2014
1,514	Other	DELTA SERVICES LLC			12.25	12.25	923900	58306	-Pay Delta Services Invoice #58306 for Genetec Directory repairs	MAY-2014
1,515	Other	DELTA SERVICES LLC			811.83	811.83	923900	58306	-Pay Delta Services Invoice #58368 for Seccam02 and Omnicast repairs and Invoice #58369 for Carrollton camera move	MAY-2014
1,516	Other	DELTA SERVICES LLC			12.25	12.25	923900	58368	-Pay Delta Services Invoice #58368 for Seccam02 and Omnicast repairs and Invoice #58369 for Carrollton camera move	MAY-2014
1,517	Other	DELTA SERVICES LLC			104.15	104.15	923900	58368	-Pay Delta Services Invoice #58368 for Seccam02 and Omnicast repairs and Invoice #58369 for Carrollton camera move	MAY-2014
1,518	Other	DELTA SERVICES LLC			66.75	66.75	923900	58369	-Pay Delta Services Invoice #58428 for camera repairs at Muldraugh and Invoice #58442 for camers work at Tyrone Station	JUN-2014
1,519	Other	DELTA SERVICES LLC			25.00	25.00	923900	58428	-Pay Delta Services Invoice #58428 for camera repairs at Muldraugh and Invoice #58442 for camers work at Tyrone Station	JUN-2014
1,520	Other	DELTA SERVICES LLC			436.00	436.00	923900	58428	-Pay Delta Services Invoice #58468 LG&E Tower Camera issue; Invoice #58474 EOC Camera Issue; Invoice #58482 BOC Camera Issue; Invoice #58493 1 Quality Camera Install CAPITAL; and Invoice #58605 TC Camera repair	JUN-2014
1,521	Other	DELTA SERVICES LLC			174.40	174.40	923900	58468	-Pay Delta Services Invoice #58468 LG&E Tower Camera issue; Invoice #58474 EOC Camera Issue; Invoice #58482 BOC Camera Issue; Invoice #58493 1 Quality Camera Install CAPITAL; and Invoice #58605 TC Camera repair	JUN-2014
1,522	Other	DELTA SERVICES LLC			174.40	174.40	923900	58474	-Pay Delta Services Invoice #58468 LG&E Tower Camera issue; Invoice #58474 EOC Camera Issue; Invoice #58482 BOC Camera Issue; Invoice #58493 1 Quality Camera Install CAPITAL; and Invoice #58605 TC Camera repair	JUN-2014
1,523	Other	DELTA SERVICES LLC			174.40	174.40	923900	58482	-Pay Delta Services Invoice #58468 LG&E Tower Camera issue; Invoice #58474 EOC Camera Issue; Invoice #58482 BOC Camera Issue; Invoice #58493 1 Quality Camera Install CAPITAL; and Invoice #58605 TC Camera repair	JUN-2014
1,524	Other	DELTA SERVICES LLC			31.64	31.64	923900	58605	-Pay Delta Services Invoice #58468 LG&E Tower Camera issue; Invoice #58474 EOC Camera Issue; Invoice #58482 BOC Camera Issue; Invoice #58493 1 Quality Camera Install CAPITAL; and Invoice #58605 TC Camera repair	JUN-2014
1,525	Other	DELTA SERVICES LLC			261.60	261.60	923900	58605	-Pay Delta Services Invoice #58744 for camera repairs at BOC	JUL-2014
1,526	Other	DELTA SERVICES LLC			174.40	174.40	923900	58744	-Pay Delta Services Invoice #58744 for camera repairs at BOC	JUL-2014
1,527	Other	DELTA SERVICES LLC			784.80	784.80	923900	58784	-Pay Delta Services Invoice #58784 for camera issues at Mill Creek Station	JUL-2014
1,528	Other	DELTA SERVICES LLC			12.25	12.25	923900	58799	-Pay Delta Services Invoice #58799 for directory server clean-up	JUL-2014
1,529	Other	DELTA SERVICES LLC			170.91	170.91	923900	58799	-Pay Delta Services Invoice #58799 for directory server clean-up	JUL-2014
1,530	Other	DELTA SERVICES LLC			113.93	113.93	923900	59051	-Pay Delta Services Invoice #59051 for Server issues and Invoice #59053 for Ghent camera issues	JUL-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
1,531	Other	DELTA SERVICES LLC			56.97	56.97	923900	59053	-Pay Delta Services Invoice #59051 for Server issues and Invoice #59053 for Ghent camera issues	JUL-2014
1,532	Other	DELTA SERVICES LLC			174.40	174.40	923900	59080	-Pay Delta Services for Invoice #59080 Camera repairs at AOC	JUL-2014
1,533	Other	DELTA SERVICES LLC			10.26	10.26	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
1,534	Other	DELTA SERVICES LLC			113.93	113.93	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
1,535	Other	DELTA SERVICES LLC			216.55	216.55	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
1,536	Other	DELTA SERVICES LLC			1,162.67	1,162.67	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
1,537	Other	DELTA SERVICES LLC			0.99	0.99	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
1,538	Other	DELTA SERVICES LLC			20.94	20.94	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
1,539	Other	DELTA SERVICES LLC			22.78	22.78	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
1,540	Other	DELTA SERVICES LLC			232.53	232.53	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
1,541	Other	DELTA SERVICES LLC			11.39	11.39	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
1,542	Other	DELTA SERVICES LLC			116.27	116.27	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
1,543	Other	DELTA SERVICES LLC			0.99	0.99	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
1,544	Other	DELTA SERVICES LLC			20.94	20.94	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
1,545	Other	DELTA SERVICES LLC			22.78	22.78	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
1,546	Other	DELTA SERVICES LLC			232.53	232.53	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
1,547	Other	DELTA SERVICES LLC			866.32	866.32	923900	59847	-Pay Delta Services Invoice #59847 for camera server repair labor at BOC	SEP-2014
1,548	Other	DELTA SERVICES LLC			610.40	610.40	923900	59849	-Pay Delta Services Invoice #59849, 59874, and 59875 for camera labor repair labor at MC, AOC, and Simpsonville	SEP-2014
1,549	Other	DELTA SERVICES LLC			261.60	261.60	923900	59874	-Pay Delta Services Invoice #59849, 59874, and 59875 for camera labor repair labor at MC, AOC, and Simpsonville	SEP-2014
1,550	Other	DELTA SERVICES LLC			87.20	87.20	923900	59875	-Pay Delta Services Invoice #59849, 59874, and 59875 for camera labor repair labor at MC, AOC, and Simpsonville	SEP-2014
1,551	Other	DELTA SERVICES LLC			130.80	130.80	923900	57942	-Pay Delta Services Invoice #57942 for camera repairs at Beargrass Substation	OCT-2014
1,552	Other	DELTA SERVICES LLC			130.93	130.93	923900	60061	-Pay Delta Services Invoice #60137 for camera replacement at Richmond and Invoice #60061 Directory i	OCT-2014
1,553	Other	DELTA SERVICES LLC			68.60	68.60	923900	60161	-Project Management Labor (Scheduled work)	OCT-2014
1,554	Other	DELTA SERVICES LLC			68.60	68.60	923900	60161	-Engineering Labor (scheduled work)	OCT-2014
1,555	Other	DELTA SERVICES LLC			1,097.60	1,097.60	923900	60161	-Technical Labor (Scheduled work)	OCT-2014
1,556	Other	DELTA SERVICES LLC			7,116.80	7,116.80	923900	60161	-Installation Labor (after hours)	OCT-2014
1,557	Other	DELTA SERVICES LLC			68.60	68.60	923900	60162	-Project Management Labor (Scheduled Work) Qty 1	OCT-2014
1,558	Other	DELTA SERVICES LLC			68.60	68.60	923900	60162	-Engineering Labor (Scheduled Work) Qty 1	OCT-2014
1,559	Other	DELTA SERVICES LLC			548.80	548.80	923900	60162	-Technical Labor (Scheduled Work) Qty 8	OCT-2014
1,560	Other	DELTA SERVICES LLC			3,558.40	3,558.40	923900	60162	-Installation Labor After Hours Qty 32	OCT-2014
1,561	Other	DOLLAR GENERAL			8.96	8.96	923900	31-DEC-2013 11:12 SERV	-DOLLAR GENERAL #11904 #426472	DEC-2013
1,562	Other	DONNIE JONES LAWN CARE LLC			270.72	270.72	923900	1397	-Lawn Care Services for various Telecom Locations	MAY-2014
1,563	Other	DONNIE JONES LAWN CARE LLC			812.18	812.18	923900	1421	-Lawn Care Services for various Telecom Locations	SEP-2014
1,564	Other	DUCHARME MCMILLEN AND ASSOCIATES			5,770.50	5,770.50	923302	1073756	-DMA FOR INDIANA REAL ESTATE PROPERTY TAX 2013	APR-2014
1,565	Other	DUNKER AND ASSOCIATES			2,306.48	2,306.48	923900	201349	-Dunker & Associates	NOV-2013
1,566	Other	DUNKER AND ASSOCIATES			1,562.01	1,562.01	923900	201350	-Dunker& Assoc November Statement	DEC-2013
1,567	Other	DUNKER AND ASSOCIATES			2,257.31	2,257.31	923900	201351	-Dunker & Associates	JAN-2014
1,568	Other	DUNKER AND ASSOCIATES			1,548.62	1,548.62	923900	201352	-Dunker & Assoc January Invoice	FEB-2014
1,569	Other	DUNKER AND ASSOCIATES			1,771.63	1,771.63	923900	201453	-Dunker & Associates February 2014	MAR-2014
1,570	Other	DUNKER AND ASSOCIATES			1,327.57	1,327.57	923900	201454	-Dunker & Associates	APR-2014
1,571	Other	DUNKER AND ASSOCIATES			1,227.79	1,227.79	923900	201455	-Dunker & Associates April Invoice	MAY-2014
1,572	Other	DUNKER AND ASSOCIATES			1,896.47	1,896.47	923900	201456	-Dunker & Associates May Invoice	JUN-2014
1,573	Other	DUNKER AND ASSOCIATES			1,428.68	1,428.68	923900	201457	-Dunker & Associates June Statement	JUL-2014
1,574	Other	DUNKER AND ASSOCIATES			1,487.15	1,487.15	923900	201458	-Dunker & Associates July Statement	AUG-2014
1,575	Other	DUNKER AND ASSOCIATES			1,367.98	1,367.98	923900	201459	-Donn Dunker & Associates August Invoice	SEP-2014
1,576	Other	DUNKER AND ASSOCIATES			1,360.23	1,360.23	923900	201460	-Donn Dunker September Labor and Expenses	OCT-2014
1,577	Other	EAPDIS LLC			432.43	432.43	923900	2544	-COD GMT	FEB-2014
1,578	Other	EAPDIS LLC			123.54	123.54	923900	2580	-REGISTRATION FEE	MAR-2014
1,579	Other	EAPDIS LLC			428.75	428.75	923900	2632	-2014 Technical Craft Compensation Survey	OCT-2014
1,580	Other	EAST & WESTBROOK CONSTRUCTION CO INC			4,296.60	4,296.60	923900	52630	-TRIMBLE COUNTY to complete parking for grading work	JAN-2014
1,581	Other	EAST & WESTBROOK CONSTRUCTION CO INC			4,103.40	4,103.40	923900	55650	-TRIMBLE COUNTY to complete parking for grading work	JUN-2014
1,582	Other	EBIT INFORMATION SYSTEMS			2,348.28	2,348.28	923900	16694	-Temporary IT Resource - Brad Davidson	FEB-2014
1,583	Other	EBIT INFORMATION SYSTEMS			5,218.75	5,218.75	923900	16761	-Temporary IT Resource - Brad Davidson	MAR-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
1,584	Other	EBIT INFORMATION SYSTEMS			5,218.75	5,218.75	923900	16915	-Temporary IT Resource - Brad Davidson	APR-2014
1,585	Other	EBIT INFORMATION SYSTEMS			5,433.12	5,433.12	923900	17031	-Temporary IT Resource - Brad Davidson	MAY-2014
1,586	Other	EBIT INFORMATION SYSTEMS			5,433.12	5,433.12	923900	17138	-Temporary IT Resource - Brad Davidson	JUN-2014
1,587	Other	EBIT INFORMATION SYSTEMS			5,433.12	5,433.12	923900	17272	-Temporary IT Resource - Brad Davidson	JUL-2014
1,588	Other	EBIT INFORMATION SYSTEMS			67.50	67.50	923900	17392	-Mileage	AUG-2014
1,589	Other	EBIT INFORMATION SYSTEMS			5,562.48	5,562.48	923900	17392	-Temporary IT Resource - Brad Davidson	AUG-2014
1,590	Other	EBIT INFORMATION SYSTEMS			102.08	102.08	923900	17506	-Mileage	SEP-2014
1,591	Other	EBIT INFORMATION SYSTEMS			4,527.60	4,527.60	923900	17506	-Temporary IT Resource - Brad Davidson	SEP-2014
1,592	Other	EBIT INFORMATION SYSTEMS			54.21	54.21	923900	17522	-Mileage	SEP-2014
1,593	Other	EBIT INFORMATION SYSTEMS			4,308.48	4,308.48	923900	17522	-Temporary IT Resource - Josh Parker	SEP-2014
1,594	Other	ECT SERVICES			200.08	200.08	923900	107985	ECT SERVICES INC - INV #107885 PM SERVICES	DEC-2013
1,595	Other	ECT SERVICES			725.76	725.76	923900	107822	ECT SERVICES INC - INV #107822 TROUBLESHOOTING VAV W/HW ACTUATOR	JAN-2014
									ECT SERVICES - FCU 3, 4, 5 AND 6 WOULDNT 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	
1,596	Other	ECT SERVICES			389.80	389.80	923900	108015		JAN-2014
1,597	Other	ECT SERVICES			(423.69)	(423.69)	923900	108015CREDIT	Credit for duplicate payment received on invoice #108015	JAN-2014
1,598	Other	EDISON ELECTRIC INSTITUTE			1,056.16	1,056.16	923900	30-JAN-2014 09:01 SERV	-EDISON ELECTRIC INST. #738512	JAN-2014
1,599	Other	EDISON ELECTRIC INSTITUTE			1,192.26	1,192.26	923900	30-JAN-2014 09:01 SERV	-EDISON ELECTRIC INST. #738512	JAN-2014
1,600	Other	EDISON ELECTRIC INSTITUTE			556.34	556.34	923900	27-MAR-2014 12:03 SERV	-EDISON ELECTRIC INST. #738512	MAR-2014
1,601	Other	EDISON ELECTRIC INSTITUTE			592.26	592.26	923900	29-JUL-2014 13:07 SERV	-EDISON ELECTRIC INST. #738512	JUL-2014
1,602	Other	EDISON ELECTRIC INSTITUTE			157.35	157.35	923900	29-OCT-2014 06:10 SERV	-EDISON ELECTRIC INST. #738512	OCT-2014
1,603	Other	EMC CORP			735.00	735.00	923900	5200519739	-Invoice 5200519739 - Schedule A's dated 6/20/14, 7/25/14, 8/25/14	OCT-2014
									-EMERSON NETWORK POWER - LIEBERT SERVICE INC - LIEBERT UPS, POWER, BATTERY SERVICE 2014 MAINTENANCE PROGRAM FOR SIMPSONVILLE (LGE-KU TCC / DATA CTR)	DEC-2013
1,604	Other	EMERSON NETWORK POWER LIEBERT SVCS INC			29,606.52	29,606.52	923900	C162300		DEC-2013
1,605	Other	ENCHOICE INC			11,860.80	11,860.80	923900	131327	-Contracting Software Support for Filenet Effective 1/1/2014 - 6/30/2014	DEC-2013
1,606	Other	ENCHOICE INC			11,760.00	11,760.00	923900	141218	-Contracting Software Support for Filenet Effective 6/30/2014 - 12/31/2014	JUL-2014
1,607	Other	ENVIRONMENTAL RESOURCES MANAGEMENT INC			75,362.69	75,362.69	923900	ERM120292	-PROFESSIONAL SERVICES	AUG-2014
1,608	Other	ENVIRONMENTAL RESOURCES MANAGEMENT INC			58,900.51	58,900.51	923900	121002	-PROFESSIONAL SERVICES	SEP-2014
1,609	Other	ENVIRONMENTAL RESOURCES MANAGEMENT INC			2,703.60	2,703.60	923900	121002A	-PROFESSIONAL SERVICES	SEP-2014
1,610	Other	ENVIRONMENTAL RESOURCES MANAGEMENT INC			3,319.98	3,319.98	923900	ERM120292A	-PROFESSIONAL SERVICES	SEP-2014
1,611	Other	ENVIRONMENTAL SUPPLY CO INC			9.58	9.58	923900	29628	-Calibration Service on Probe #0072	JUL-2014
1,612	Other	ENVIRONMENTAL SUPPLY CO INC			348.25	348.25	923900	29628	-Calibration Service on Probe #0072	JUL-2014
1,613	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			28.84	28.84	923900	19354	-Pay ESA Invoice #19354 for background checks	SEP-2014
1,614	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			49.70	49.70	923900	29-OCT-2014 06:10 SERV	-EMPLOYMENT SCREENING A #413536	OCT-2014
1,615	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			227.13	227.13	923900	29-OCT-2014 06:10 SERV	-EMPLOYMENT SCREENING A #413536	OCT-2014
1,616	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			5.72	5.72	923900	29-OCT-2014 06:10 SERV	-EMPLOYMENT SCREENING A #419873	OCT-2014
1,617	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			20.24	20.24	923900	29-OCT-2014 06:10 SERV	-EMPLOYMENT SCREENING A #419873	OCT-2014
1,618	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			37.61	37.61	923900	29-OCT-2014 06:10 SERV	-EMPLOYMENT SCREENING A #624537	OCT-2014
1,619	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			(17.33)	(17.33)	923900	29-OCT-2014 06:10 SERV	-EMPLOYMENT SCREENING A #704008	OCT-2014
1,620	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			60.91	60.91	923900	29-OCT-2014 06:10 SERV	-EMPLOYMENT SCREENING A #704008	OCT-2014
1,621	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			34.76	34.76	923900	29-SEP-2014 11:09 SERV	-EMPLOYMENT SCREENING A #413536	OCT-2014
1,622	Other	ESA EMPLOYMENT SCREENING ASSOCIATES			920.82	920.82	923900	29-SEP-2014 11:09 SERV	-EMPLOYMENT SCREENING A #413536	OCT-2014
1,623	Other	EVANS CONSTRUCTION CO INC			675.36	675.36	923900	EVC31561	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	NOV-2013
1,624	Other	EVANS CONSTRUCTION CO INC			750.40	750.40	923900	EVC31561	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	NOV-2013
1,625	Other	EVANS CONSTRUCTION CO INC			1,875.99	1,875.99	923900	EVC31561	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	NOV-2013
1,626	Other	EVANS CONSTRUCTION CO INC			70.27	70.27	923900	RMN31432	JANITORIAL SERVICES FOR PINEVILLE TELECOM FACILITY	NOV-2013
1,627	Other	EVANS CONSTRUCTION CO INC			70.27	70.27	923900	RMN31487	JANITORIAL SERVICES FOR PINEVILLE TELECOM FACILITY	NOV-2013
1,628	Other	EVANS CONSTRUCTION CO INC			70.27	70.27	923900	RMN31542	JANITORIAL SERVICES FOR PINEVILLE TELECOM FACILITY	NOV-2013
1,629	Other	EVANS CONSTRUCTION CO INC			(80.00)	(80.00)	923100	Reverses "J703-0020-1013 Adjustment USD	EVANS CONSTRUCTION CO INC	NOV-2013
1,630	Other	EVANS CONSTRUCTION CO INC			(841.00)	(841.00)	923900	Reverses "J703-0020-1013 Adjustment USD	EVANS CONSTRUCTION CO INC	NOV-2013
1,631	Other	EVANS CONSTRUCTION CO INC			(5,764.99)	(5,764.99)	923900	Reverses "J703-0020-1013 Adjustment USD	EVANS CONSTRUCTION CO INC	NOV-2013
1,632	Other	EVANS CONSTRUCTION CO INC			6,876.50	6,876.50	923100	AME31383	-EVANS CONSTRUCTION - LGE CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME31383	DEC-2013
1,633	Other	EVANS CONSTRUCTION CO INC			365.95	365.95	923900	AME31598	-EVANS CONSTRUCTION - DIX DAM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME31598	DEC-2013
1,634	Other	EVANS CONSTRUCTION CO INC			5,610.07	5,610.07	923100	AME31747	-EVANS CONSTRUCTION - LGE CENTER - LIGHT MAINTENANCE REPAIRS/DUTIES. INVOICE #AME31747	DEC-2013
1,635	Other	EVANS CONSTRUCTION CO INC			760.26	760.26	923900	AME31792	-EVANS CONSTRUCTION - DIX DAM - LIGHT MAINTENANCE REPAIRS/DUTIES. INVOICE #AME31792	DEC-2013
1,636	Other	EVANS CONSTRUCTION CO INC			5,306.37	5,306.37	923100	AME31830	-EVANS CONSTRUCTION - LGE CENTER - LIGHT MAINTENANCE REPAIRS/DUTIES. INVOICE #AME31830	DEC-2013
1,637	Other	EVANS CONSTRUCTION CO INC			565.00	565.00	923900	EVC31759	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	DEC-2013
1,638	Other	EVANS CONSTRUCTION CO INC			627.78	627.78	923900	EVC31759	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	DEC-2013
1,639	Other	EVANS CONSTRUCTION CO INC			1,569.44	1,569.44	923900	EVC31759	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	DEC-2013
1,640	Other	EVANS CONSTRUCTION CO INC			520.66	520.66	923900	EVC31763	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	DEC-2013
1,641	Other	EVANS CONSTRUCTION CO INC			578.51	578.51	923900	EVC31763	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	DEC-2013
1,642	Other	EVANS CONSTRUCTION CO INC			1,446.28	1,446.28	923900	EVC31763	-EVANS - JANITORIAL SERVICES FOR SIMPSONVILLE FACILITY	DEC-2013
1,643	Other	EVANS CONSTRUCTION CO INC			622.66	622.66	923100	AME31983	-EVANS CONSTRUCTION - LGE CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME31983	JAN-2014
									-EVANS CONSTRUCTION - DIX DAM - LIGHT MAINTENANCE DUTIES/REPAIRS.	
1,644	Other	EVANS CONSTRUCTION CO INC			540.30	540.30	923900	32221	INVOICE #AME32221	FEB-2014
									-EVANS CONSTRUCTION - LGE CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS.	
1,645	Other	EVANS CONSTRUCTION CO INC			6,637.08	6,637.08	923100	AME32206	INVOICE #AME32206	MAR-2014
1,646	Other	EVANS CONSTRUCTION CO INC			5,916.55	5,916.55	923100	AME32440	-EVANS CONSTRUCTION - LGE CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32440	MAR-2014
1,647	Other	EVANS CONSTRUCTION CO INC			(622.66)	(622.66)	923100	J211-0020-0314 Adjustment USD	EVANS CONSTRUCTION CO INC, AME31983	MAR-2014
1,648	Other	EVANS CONSTRUCTION CO INC			(6,637.08)	(6,637.08)	923100	J211-0020-0314 Adjustment USD	EVANS CONSTRUCTION CO INC, AME32206	MAR-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
1,649	Other	EVANS CONSTRUCTION CO INC			256.05	256.05	923900	AME32552	-EVANS CONSTRUCTION - DIX DAM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32552	APR-2014
1,650	Other	EVANS CONSTRUCTION CO INC			5,460.73	5,460.73	923100	AME32782	-EVANS CONSTRUCTION - LGE CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32782	APR-2014
1,651	Other	EVANS CONSTRUCTION CO INC			351.72	351.72	923900	AME32796	-EVANS CONSTRUCTION - DIX DAM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32796	APR-2014
1,652	Other	EVANS CONSTRUCTION CO INC			55.17	55.17	923900	RMN32773	-Evans Construction - Inv #RMN-32773 for extra work done o/s janitorial scope of work at Simpsonville	APR-2014
1,653	Other	EVANS CONSTRUCTION CO INC			284.68	284.68	923100	AME32441	-EVANS CONSTRUCTION - LGE CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME32441	MAY-2014
1,654	Other	EVANS CONSTRUCTION CO INC			6,587.73	6,587.73	923100	AME33119	-EVANS CONSTRUCTION - LGE CENTER - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33119	MAY-2014
1,655	Other	EVANS CONSTRUCTION CO INC			645.67	645.67	923900	AME33135	-EVANS CONSTRUCTION - DIX DAM - LIGHT MAINTENANCE DUTIES/REPAIRS. INVOICE #AME33135	MAY-2014
1,656	Other	EVANS CONSTRUCTION CO INC			106.52	106.52	923900	AME34002	-To pay invoice 34002 to wrap duck work in telecom building	AUG-2014
1,657	Other	EVANS CONSTRUCTION CO INC			216.28	216.28	923900	AME34229	Evans Construction - Inv #34229 for Crick trenching	SEP-2014
1,658	Other	EVANS CONSTRUCTION CO INC			(284.68)	(284.68)	923100	J265-0020-0914	Adjustment USD	SEP-2014
1,659	Other	EVANS CONSTRUCTION CO INC			(5,460.73)	(5,460.73)	923100	J265-0020-0914	Adjustment USD	SEP-2014
1,660	Other	EVANS CONSTRUCTION CO INC			(5,916.55)	(5,916.55)	923100	J265-0020-0914	Adjustment USD	SEP-2014
1,661	Other	EVANS CONSTRUCTION CO INC			(6,587.73)	(6,587.73)	923100	J265-0020-0914	Adjustment USD	SEP-2014
1,662	Other	EVOLUTION DOCUMENT MGMT INC			(107.40)	(107.40)	923900	1023	-Contracting Services for Ross Lister 10/11/13 - 10/31/13 (107 hrs)	NOV-2013
1,663	Other	EVOLUTION DOCUMENT MGMT INC			5,369.86	5,369.86	923900	1023	-Contracting Services for Ross Lister 10/11/13 - 10/31/13 (107 hrs)	NOV-2013
1,664	Other	EVOLUTION DOCUMENT MGMT INC			5,174.40	5,174.40	923900	1053	-Ross Lister	JUL-2014
1,665	Other	EVOLUTION DOCUMENT MGMT INC			5,644.80	5,644.80	923900	1056	-Ross Lister	AUG-2014
1,666	Other	EVOLUTION DOCUMENT MGMT INC			4,086.60	4,086.60	923900	1059	-Ross Lister	SEP-2014
1,667	Other	EVOLUTION DOCUMENT MGMT INC			5,424.30	5,424.30	923900	1061	-Ross Lister	OCT-2014
1,668	Other	EVOLUTION DOCUMENT MGMT INC			5,527.20	5,527.20	923900	1061	-Mitchell Clay	OCT-2014
1,669	Other	EVOLUTION DOCUMENT MGMT INC			5,145.00	5,145.00	923900	J752-0020-1014	Adjustment USD	OCT-2014
1,670	Other	EVOLUTION DOCUMENT MGMT INC			5,409.60	5,409.60	923900	J752-0020-1014	Adjustment USD	OCT-2014
1,671	Other	EWS CG			15.30	15.30	923900	15620	-EWaste Systems - Battery Recycling Contact 85023 - Invoice dated 1-17-14 - Lot 15620	MAY-2014
1,672	Other	EWS CG			74.29	74.29	923900	16031	-EWaste Systems - Battery Recycling Contract # 85023	JUN-2014
1,673	Other	EWS CG			112.01	112.01	923900	16033	-EWaste Systems - Battery Recycling Contract # 85023	JUN-2014
1,674	Other	EWS CG			28.51	28.51	923900	86057	-EWaste Systems - Battery Recycling Contract # 85023	JUN-2014
1,675	Other	EWS CG			30.87	30.87	923900	16018	-Services - Hard Drive Destroy	JUL-2014
1,676	Other	EWS CG			5.14	5.14	923900	16047	-Misc Removable Media	JUL-2014
1,677	Other	EWS CG			193.55	193.55	923900	16047	-Services - Hard Drives with Rails Destroy (Qty 79)	JUL-2014
1,678	Other	EWS CG			13.23	13.23	923900	16079	-Services - Hard Drive Destroy	JUL-2014
1,679	Other	EWS CG			189.63	189.63	923900	16188	-Services - Hard Drive Destroy	AUG-2014
1,680	Other	EWS CG			135.29	135.29	923900	16256	-EWaste Systems - Battery Recycling Contract # 85023	AUG-2014
1,681	Other	EWS CG			141.89	141.89	923900	16297	-EWaste Systems - Battery Recycling Contract # 85023	AUG-2014
1,682	Other	EWS CG			165.00	165.00	923900	16298	-EWaste Systems - Battery Recycling Contract # 85023	AUG-2014
1,683	Other	EWS CG			95.64	95.64	923900	16304	-EWaste Systems - Battery Recycling Contract # 85023	AUG-2014
1,684	Other	EWS CG			63.21	63.21	923900	16348	-Services - Hard Drive Destroy	OCT-2014
1,685	Other	EWS CG			10.29	10.29	923900	16365	-Services - Hard Drive Destroy	OCT-2014
1,686	Other	EWS CG			26.11	26.11	923900	16374	-EWaste Systems - Battery Recycling Contract # 85023	OCT-2014
1,687	Other	EWS CG			29.64	29.64	923900	60163	-EWaste Systems - Battery Recycling Contract # 85023	OCT-2014
1,688	Other	FALLS CITY FENCE CO			1,200.00	1,200.00	923900	12682H	-Pay Falls City Fence Company Invoice #12682H for gate repairs at Trimble County Station	DEC-2013
1,689	Other	FALLS CITY FENCE CO			1,620.00	1,620.00	923900	12682H	-Pay Falls City Fence Company Invoice #12682H for gate repairs at Trimble County Station	DEC-2013
1,690	Other	FALLS CITY FENCE CO			109.15	109.15	923900	12696H	-Pay Falls City Fence Company Invoice #12696H for Gate repair at Muldraugh and Invoice #12706H for Gate repair at Auburndale	DEC-2013
1,691	Other	FALLS CITY FENCE CO			287.85	287.85	923900	12696H	-Pay Falls City Fence Company Invoice #12696H for Gate repair at Muldraugh and Invoice #12706H for Gate repair at Auburndale	DEC-2013
1,692	Other	FALLS CITY FENCE CO			72.85	72.85	923900	12706H	-Pay Falls City Fence Company Invoice #12696H for Gate repair at Muldraugh and Invoice #12706H for Gate repair at Auburndale	DEC-2013
1,693	Other	FALLS CITY FENCE CO			192.15	192.15	923900	12706H	-Pay Falls City Fence Company Invoice #12696H for Gate repair at Muldraugh and Invoice #12706H for Gate repair at Auburndale	DEC-2013
1,694	Other	FALLS CITY FENCE CO			91.52	91.52	923900	12717H	-Pay Falls City Fence Company Invoice #12717H for gate repairs at Mill Creek Gate 3, Invoice #12696H for gate repairs at Muldraugh, Invoice #12706H for gate repairs at Auburndale, and Invoice #12739B for gate repairs at Bardstown.	DEC-2013
1,695	Other	FALLS CITY FENCE CO			288.48	288.48	923900	12717H	-Pay Falls City Fence Company Invoice #12717H for gate repairs at Mill Creek Gate 3, Invoice #12696H for gate repairs at Muldraugh, Invoice #12706H for gate repairs at Auburndale, and Invoice #12739B for gate repairs at Bardstown.	DEC-2013
1,696	Other	FALLS CITY FENCE CO			71.05	71.05	923900	12739B	-Pay Falls City Fence Company Invoice #12717H for gate repairs at Mill Creek Gate 3, Invoice #12696H for gate repairs at Muldraugh, Invoice #12706H for gate repairs at Auburndale, and Invoice #12739B for gate repairs at Bardstown.	DEC-2013
1,697	Other	FALLS CITY FENCE CO			223.95	223.95	923900	12739B	-Pay Falls City Fence Company Invoice #12717H for gate repairs at Mill Creek Gate 3, Invoice #12696H for gate repairs at Muldraugh, Invoice #12706H for gate repairs at Auburndale, and Invoice #12739B for gate repairs at Bardstown.	DEC-2013
1,698	Other	FALLS CITY FENCE CO			140.00	140.00	923900	12748B	-Pay Falls City Fence Company Invoice #12748B for gate beacon light replacement at Auburndale Service Center	DEC-2013
1,699	Other	FALLS CITY FENCE CO			196.00	196.00	923900	12748B	-Pay Falls City Fence Company Invoice #12748B for gate beacon light replacement at Auburndale Service Center	DEC-2013
1,700	Other	FALLS CITY FENCE CO			440.00	440.00	923900	12764B	-Pay Falls City Fence Company Invoice #12764B for gate repairs at Trimble County and Invoice #12781H for gate repairs at Cane Run Station	DEC-2013
1,701	Other	FALLS CITY FENCE CO			157.00	157.00	923900	12781H	-Pay Falls City Fence Company Invoice #12764B for gate repairs at Trimble County and Invoice #12781H for gate repairs at Cane Run Station	DEC-2013

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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
1,702	Other	FALLS CITY FENCE CO			240.00	240.00	923900	12781H	-Pay Falls City Fence Company Invoice #12764B for gate repairs at Trimble County and Invoice #12781H for gate repairs at Cane Run Station	DEC-2013
1,703	Other	FALLS CITY FENCE CO			157.00	157.00	923900	12793H	-Pay Falls City Fence Company Invoice #12793H for gate repairs at Cane Run Station	JAN-2014
1,704	Other	FALLS CITY FENCE CO			196.00	196.00	923900	12793H	-Pay Falls City Fence Company Invoice #12793H for gate repairs at Cane Run Station	JAN-2014
1,705	Other	FALLS CITY FENCE CO			55.00	55.00	923900	14028B	-Pay Falls City Fence Company Invoice #14028B for Trimble County gate repairs and Invoice #14034B for Paddy's Run gate repairs	FEB-2014
1,706	Other	FALLS CITY FENCE CO			395.00	395.00	923900	14028B	-Pay Falls City Fence Company Invoice #14028B for Trimble County gate repairs and Invoice #14034B for Paddy's Run gate repairs	FEB-2014
1,707	Other	FALLS CITY FENCE CO			240.00	240.00	923900	14034B	-Pay Falls City Fence Company Invoice #14034B for Paddy's Run gate repairs	FEB-2014
1,708	Other	FALLS CITY FENCE CO			556.00	556.00	923900	14041B	-Pay Falls City Fence Company Invoice #14041B for gate repairs at Mill Creek gates 1, 3, and 4.	FEB-2014
1,709	Other	FALLS CITY FENCE CO			200.00	200.00	923900	14048B	-Pay Falls City Fence Company Invoice #14048B for BOC gate repairs	MAR-2014
1,710	Other	FALLS CITY FENCE CO			496.00	496.00	923900	14048B	-Pay Falls City Fence Company Invoice #14048B for BOC gate repairs	MAR-2014
1,711	Other	FALLS CITY FENCE CO			65.00	65.00	923900	14071B	-Pay Falls City Fence Company Invoice #14071B for Ohio Falls gate repairs, Invoice #14076B for Trimble County gate repairs, and Invoice #14077B for East Service Center gate repairs	MAR-2014
1,712	Other	FALLS CITY FENCE CO			315.00	315.00	923900	14071B	-Pay Falls City Fence Company Invoice #14071B for Ohio Falls gate repairs, Invoice #14076B for Trimble County gate repairs, and Invoice #14077B for East Service Center gate repairs	MAR-2014
1,713	Other	FALLS CITY FENCE CO			1,045.00	1,045.00	923900	14076B	-Pay Falls City Fence Company Invoice #14076B for Trimble County gate repairs, Invoice #14077B for East Service Center gate repairs, and Invoice #14077B for East Service Center gate repairs	MAR-2014
1,714	Other	FALLS CITY FENCE CO			390.00	390.00	923900	14077B	-Pay Falls City Fence Company Invoice #14077B for East Service Center gate repairs	MAR-2014
1,715	Other	FALLS CITY FENCE CO			157.00	157.00	923900	14091B	-Pay Falls City Fence Company Invoice #14091B for Trimble County Fence Repairs	MAR-2014
1,716	Other	FALLS CITY FENCE CO			743.00	743.00	923900	14091B	-Pay Falls City Fence Company Invoice #14091B for Trimble County Fence Repairs	MAR-2014
1,717	Other	FALLS CITY FENCE CO			350.00	350.00	923900	14107H	-Pay Falls City Fence Company Invoice #14107H for Simpsonville gate loop repair	MAR-2014
1,718	Other	FALLS CITY FENCE CO			500.00	500.00	923900	14107H	-Pay Falls City Fence Company Invoice #14107H for Simpsonville gate loop repair	MAR-2014
1,719	Other	FALLS CITY FENCE CO			240.00	240.00	923900	14134H	-Pay Falls City Fence Company Invoice #14137H for Gate Remotes and Invoice #14145B for 7th & York Gate Repairs	APR-2014
1,720	Other	FALLS CITY FENCE CO			260.00	260.00	923900	14134H	-Pay Falls City Fence Company Invoice #14137H for Gate Remotes and Invoice #14145B for 7th & York Gate Repairs	APR-2014
1,721	Other	FALLS CITY FENCE CO			75.00	75.00	923900	14145B	-Pay Falls City Fence Company Invoice #14137H for Gate Remotes and Invoice #14145B for 7th & York Gate Repairs	APR-2014
1,722	Other	FALLS CITY FENCE CO			147.00	147.00	923900	14216B*	-Pay Falls City Fence Company Invoice #14216B for gate repairs at Mill Creek Gate 3	MAY-2014
1,723	Other	FALLS CITY FENCE CO			190.00	190.00	923900	14216B*	-Pay Falls City Fence Company Invoice #14216B for gate repairs at Mill Creek Gate 3	MAY-2014
1,724	Other	FALLS CITY FENCE CO			680.00	680.00	923900	14182H	-Pay Fall City Fence Company Invoice #14182H for Cane Run gate loop replacement	MAY-2014
1,725	Other	FALLS CITY FENCE CO			1,195.00	1,195.00	923900	14182H	-Pay Fall City Fence Company Invoice #14182H for Cane Run gate loop replacement	MAY-2014
1,726	Other	FALLS CITY FENCE CO			217.00	217.00	923900	14298B	Invoice #14298B for TC Gate repairs and Invoice #14299B for AOC Loop replacement	JUN-2014
1,727	Other	FALLS CITY FENCE CO			440.00	440.00	923900	14298B	Invoice #14298B for TC Gate repairs and Invoice #14299B for AOC Loop replacement	JUN-2014
1,728	Other	FALLS CITY FENCE CO			250.00	250.00	923900	14299B	Invoice #14298B for TC Gate repairs and Invoice #14299B for AOC Loop replacement	JUN-2014
1,729	Other	FALLS CITY FENCE CO			600.00	600.00	923900	14299B	Invoice #14298B for TC Gate repairs and Invoice #14299B for AOC Loop replacement	JUN-2014
1,730	Other	FALLS CITY FENCE CO			240.00	240.00	923900	14287B	-Pay Falls City Fence Company Invoice #14287B for gate repairs at EOC	JUL-2014
1,731	Other	FALLS CITY FENCE CO			235.00	235.00	923900	14336H	-Pay Falls City Fence Company Invoice #14336H for Gate repairs at Riverport	JUL-2014
1,732	Other	FALLS CITY FENCE CO			45.00	45.00	923900	14367B	-Pay Falls City Fence Company Invoice #14367B for gate operator repairs at East Service Center	AUG-2014
1,733	Other	FALLS CITY FENCE CO			280.00	280.00	923900	14367B	-Pay Falls City Fence Company Invoice #14367B for gate operator repairs at East Service Center	AUG-2014
1,734	Other	FALLS CITY FENCE CO			15.00	15.00	923900	14390H	-Pay Falls City Fence Company Invoice #14390H Mill Creek gate 3, Invoice #14392B Mill Creek gate 5, and Invoice #14393B Simpsonville gate repairs	AUG-2014
1,735	Other	FALLS CITY FENCE CO			198.00	198.00	923900	14390H	-Pay Falls City Fence Company Invoice #14390H Mill Creek gate 3, Invoice #14392B Mill Creek gate 5, and Invoice #14393B Simpsonville gate repairs	AUG-2014
1,736	Other	FALLS CITY FENCE CO			240.00	240.00	923900	14392B	-Pay Falls City Fence Company Invoice #14390H Mill Creek gate 3, Invoice #14392B Mill Creek gate 5, and Invoice #14393B Simpsonville gate repairs	AUG-2014
1,737	Other	FALLS CITY FENCE CO			410.00	410.00	923900	14392B	-Pay Falls City Fence Company Invoice #14390H Mill Creek gate 3, Invoice #14392B Mill Creek gate 5, and Invoice #14393B Simpsonville gate repairs	AUG-2014
1,738	Other	FALLS CITY FENCE CO			12.00	12.00	923900	14393B	-Pay Falls City Fence Company Invoice #14390H Mill Creek gate 3, Invoice #14392B Mill Creek gate 5, and Invoice #14393B Simpsonville gate repairs	AUG-2014
1,739	Other	FALLS CITY FENCE CO			290.00	290.00	923900	14393B	-Pay Falls City Fence Company Invoice #14390H Mill Creek gate 3, Invoice #14392B Mill Creek gate 5, and Invoice #14393B Simpsonville gate repairs	AUG-2014
1,740	Other	FALLS CITY FENCE CO			250.00	250.00	923900	14398B	-Pay Falls City Fence Company Invoice #14398B for Cane Run motor replacement and Invoice #14400B for Mill Creek gate repairs	AUG-2014
1,741	Other	FALLS CITY FENCE CO			707.00	707.00	923900	14398B	-Pay Falls City Fence Company Invoice #14398B for Cane Run motor replacement and Invoice #14400B for Mill Creek gate repairs	AUG-2014
1,742	Other	FALLS CITY FENCE CO			388.00	388.00	923900	14400B	-Pay Falls City Fence Company Invoice #14398B for Cane Run motor replacement and Invoice #14400B for Mill Creek gate repairs	AUG-2014
1,743	Other	FALLS CITY FENCE CO			410.00	410.00	923900	14400B	-Pay Falls City Fence Company Invoice #14398B for Cane Run motor replacement and Invoice #14400B for Mill Creek gate repairs	AUG-2014
1,744	Other	FALLS CITY FENCE CO			470.00	470.00	923900	14411B	-Pay Falls City Fence Company Invoice #14411B for gate repairs at Mill Creek Gate 3	AUG-2014
1,745	Other	FALLS CITY FENCE CO			998.00	998.00	923900	14411B	-Pay Falls City Fence Company Invoice #14411B for gate repairs at Mill Creek Gate 3	AUG-2014
1,746	Other	FALLS CITY FENCE CO			540.00	540.00	923900	14418B	-Pay Falls City Fence Company Invoice #14418B and Invoice #14419B for gate repairs at East Service Center	SEP-2014
1,747	Other	FALLS CITY FENCE CO			440.00	440.00	923900	14419B	-Pay Falls City Fence Company Invoice #14418B and Invoice #14419B for gate repairs at East Service Center	SEP-2014
1,748	Other	FALLS CITY FENCE CO			156.00	156.00	923900	14454B	-Pay Falls City Fence Company Invoice #14454B for gate repairs at East Service Center	SEP-2014
1,749	Other	FALLS CITY FENCE CO			198.00	198.00	923900	14454B	-Pay Falls City Fence Company Invoice #14454B for gate repairs at East Service Center	SEP-2014
1,750	Other	FALLS CITY FENCE CO			370.00	370.00	923900	14477B	-Pay Falls City Fence Company Invoice #14477B for gate repairs at Simpsonville and Invoice #14468B f	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
1,751	Other	FALLS CITY FENCE CO			15.00	15.00	923900	144798	-Pay Falls City Fence Company Invoice #144798 for gate repair at Cane Run	OCT-2014
1,752	Other	FALLS CITY FENCE CO			270.00	270.00	923900	144798	-Pay Falls City Fence Company Invoice #144798 for gate repair at Cane Run	OCT-2014
1,753	Other	FALLS CITY FENCE CO			174.00	174.00	923900	144928	-Pay Falls City Fence Company Invoice #144928 for Mill Creek Gate 3 repairs and Invoice #14493B for	OCT-2014
1,754	Other	FALLS CITY FENCE CO			196.00	196.00	923900	144928	-Pay Falls City Fence Company Invoice #144928 for Mill Creek Gate 3 repairs and Invoice #14493B for	OCT-2014
1,755	Other	FALLS CITY FENCE CO			158.00	158.00	923900	14493B	-Pay Falls City Fence Company Invoice #144928 for Mill Creek Gate 3 repairs and Invoice #14493B for	OCT-2014
1,756	Other	FALLS CITY FENCE CO			620.00	620.00	923900	14493B	-Pay Falls City Fence Company Invoice #144928 for Mill Creek Gate 3 repairs and Invoice #14493B for	OCT-2014
1,757	Other	FEDEX			38.06	38.06	923900	27-MAR-2014 12:03 SERV	-FEDEX 454825017 #426746	MAR-2014
1,758	Other	FIREKING SECURITY PRODUCT			129.36	129.36	923900	29-OCT-2014 06:10 SERV	-FIREKING SECURITY PRODUCT #474172	OCT-2014
1,759	Other	FIREKING SECURITY PRODUCT			129.36	129.36	923900	29-SEP-2014 11:09 SERV	-FIREKING SECURITY PRODUCT #474172	OCT-2014
1,760	Other	FISHEL CO			287.33	287.33	923900	111400451	-Labor to troubleshoot fiber in downtown Louisville per invoice 1114-00451.1 dated 2/18/2014	APR-2014
1,761	Other	FISHEL CO			402.26	402.26	923900	111401062	-Miscellaneous pole transfers per invoice 1114-01062 dated 4/30/2014	APR-2014
1,762	Other	FISHEL CO			12.36	12.36	923900	111400451	-Splicing Trailer to troubleshoot fiber in downtown Louisville per invoice 1114-00451.1 dated 2/18/2014	APR-2014
1,763	Other	FISHEL CO			150.11	150.11	923900	111400451	-Splicing Labor to troubleshoot fiber in downtown Louisville per invoice 1114-00451.1 dated 2/18/2014	APR-2014
1,764	Other	FISHEL CO			113.95	113.95	923900	111401954	-Labor to perform cable transfer to new pole on Romania Drive per invoice 1114-01954 dated 5/23/2014	MAY-2014
1,765	Other	FISHEL CO			341.86	341.86	923900	111402550	-Labor to repair damaged cable on US42 per invoice 1114-02550 dated 6/30/2014	JUL-2014
1,766	Other	FISHEL CO			128.20	128.20	923900	111402583	-Labor to repair damaged cable at 3rd & Bruce Ave. per invoice 1114-02583 dated 6/30/2014	JUL-2014
1,767	Other	FISHEL CO			227.91	227.91	923900	111402666	-Labor to transfer cable on Romania Drive per invoice 1114-02666 dated 07/14/2014	JUL-2014
1,768	Other	FISHEL CO			113.95	113.95	923900	111402669	-Labor to re-lash cable on Highway 146 per invoice 1114-02669 dated 07/14/2014	JUL-2014
1,769	Other	FISHEL CO			(128.19)	(128.19)	923900	111402583	-COD GMT	AUG-2014
1,770	Other	FISHEL CO			56.98	56.98	923900	111402847	-Labor to transfer supervisory cable at 11500 LaGrange Road per invoice 1114-02847 dated 07/24/2014	AUG-2014
1,771	Other	FITBIT, INC			2,989.91	2,989.91	923900	27-MAR-2014 12:03 SERV	-FITBIT, INC. #419006	MAR-2014
1,772	Other	FOODSYSTEMS INC			3,750.79	3,750.79	923100	27-JUN-2013 10:06 SERV	-AVI FOODSYSTEMS IN Q51 #436158	MAR-2014
1,773	Other	FOODSYSTEMS INC			4,044.39	4,044.39	923100	29-APR-2013 09:04 SERV	-AVI FOODSYSTEMS IN Q51 #436158	MAR-2014
1,774	Other	FOODSYSTEMS INC			5,321.48	5,321.48	923100	29-APR-2013 09:04 SERV	-AVI FOODSYSTEMS IN Q51 #436158	MAR-2014
1,775	Other	Forecast & Budgeting-Corporate			1.32	1.32	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,776	Other	Forecast & Budgeting-Corporate			2.18	2.18	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,777	Other	Forecast & Budgeting-Corporate			(4.00)	(4.00)	923900	Reverses "J706-0020-1013 Adjustment USD	Contractor - Lee Ann Markham OT	NOV-2013
1,778	Other	Forecast & Budgeting-Corporate			8.72	8.72	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,779	Other	Forecast & Budgeting-Corporate			23.96	23.96	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,780	Other	Forecast & Budgeting-Corporate			31.10	31.10	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,781	Other	Forecast & Budgeting-Corporate			34.35	34.35	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,782	Other	Forecast & Budgeting-Corporate			45.78	45.78	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,783	Other	Forecast & Budgeting-Corporate			51.62	51.62	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,784	Other	Forecast & Budgeting-Corporate			53.68	53.68	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,785	Other	Forecast & Budgeting-Corporate			71.88	71.88	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,786	Other	Forecast & Budgeting-Corporate			103.33	103.33	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,787	Other	Forecast & Budgeting-Corporate			111.22	111.22	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,788	Other	Forecast & Budgeting-Corporate			115.24	115.24	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,789	Other	Forecast & Budgeting-Corporate			126.54	126.54	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,790	Other	Forecast & Budgeting-Corporate			158.02	158.02	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,791	Other	Forecast & Budgeting-Corporate			158.27	158.27	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,792	Other	Forecast & Budgeting-Corporate			158.27	158.27	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,793	Other	Forecast & Budgeting-Corporate			168.26	168.26	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,794	Other	Forecast & Budgeting-Corporate			212.17	212.17	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,795	Other	Forecast & Budgeting-Corporate			212.17	212.17	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,796	Other	Forecast & Budgeting-Corporate			223.84	223.84	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,797	Other	Forecast & Budgeting-Corporate			224.05	224.05	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,798	Other	Forecast & Budgeting-Corporate			230.37	230.37	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,799	Other	Forecast & Budgeting-Corporate			237.31	237.31	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,800	Other	Forecast & Budgeting-Corporate			241.14	241.14	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,801	Other	Forecast & Budgeting-Corporate			247.00	247.00	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,802	Other	Forecast & Budgeting-Corporate			253.77	253.77	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,803	Other	Forecast & Budgeting-Corporate			270.46	270.46	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,804	Other	Forecast & Budgeting-Corporate			282.03	282.03	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,805	Other	Forecast & Budgeting-Corporate			306.74	306.74	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,806	Other	Forecast & Budgeting-Corporate			437.76	437.76	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,807	Other	Forecast & Budgeting-Corporate			499.36	499.36	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,808	Other	Forecast & Budgeting-Corporate			508.50	508.50	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,809	Other	Forecast & Budgeting-Corporate			534.40	534.40	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,810	Other	Forecast & Budgeting-Corporate			556.64	556.64	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,811	Other	Forecast & Budgeting-Corporate			583.77	583.77	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,812	Other	Forecast & Budgeting-Corporate			593.01	593.01	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,813	Other	Forecast & Budgeting-Corporate			631.39	631.39	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,814	Other	Forecast & Budgeting-Corporate			709.20	709.20	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,815	Other	Forecast & Budgeting-Corporate			736.32	736.32	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,816	Other	Forecast & Budgeting-Corporate			777.64	777.64	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,817	Other	Forecast & Budgeting-Corporate			812.19	812.19	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,818	Other	Forecast & Budgeting-Corporate			815.20	815.20	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,819	Other	Forecast & Budgeting-Corporate			833.20	833.20	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,820	Other	Forecast & Budgeting-Corporate			834.29	834.29	923900	034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
1,821	Other	Forecast & Budgeting-Corporate			992.51	992.51	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,822	Other	Forecast & Budgeting-Corporate			1,082.28	1,082.28	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,823	Other	Forecast & Budgeting-Corporate			1,111.49	1,111.49	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,824	Other	Forecast & Budgeting-Corporate			1,280.71	1,280.71	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,825	Other	Forecast & Budgeting-Corporate			1,389.04	1,389.04	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,826	Other	Forecast & Budgeting-Corporate			1,421.33	1,421.33	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,827	Other	Forecast & Budgeting-Corporate			1,475.78	1,475.78	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,828	Other	Forecast & Budgeting-Corporate			(1,477.39)	(1,477.39)	923900	Reverses "J703-0020-1013 Adjustment USD	Contractor - Venkat Giri	NOV-2013
1,829	Other	Forecast & Budgeting-Corporate			1,690.72	1,690.72	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,830	Other	Forecast & Budgeting-Corporate			(1,758.66)	(1,758.66)	923900	Reverses "J706-0020-1013 Adjustment USD	Contractor - Lee Ann Markham	NOV-2013
1,831	Other	Forecast & Budgeting-Corporate			1,773.34	1,773.34	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,832	Other	Forecast & Budgeting-Corporate			1,953.87	1,953.87	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,833	Other	Forecast & Budgeting-Corporate			(2,022.62)	(2,022.62)	923900	Reverses "J706-0020-1013 Adjustment USD	Contractor - Ravi Arusam	NOV-2013
1,834	Other	Forecast & Budgeting-Corporate			2,036.66	2,036.66	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,835	Other	Forecast & Budgeting-Corporate			2,072.18	2,072.18	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,836	Other	Forecast & Budgeting-Corporate			2,072.18	2,072.18	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,837	Other	Forecast & Budgeting-Corporate			(2,103.32)	(2,103.32)	923900	Reverses "J706-0020-1013 Adjustment USD	Contractor - Brian Kelton	NOV-2013
1,838	Other	Forecast & Budgeting-Corporate			(2,152.77)	(2,152.77)	923900	Reverses "J706-0020-1013 Adjustment USD	Contractor - Sher Bhujel	NOV-2013
1,839	Other	Forecast & Budgeting-Corporate			2,156.82	2,156.82	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,840	Other	Forecast & Budgeting-Corporate			(2,198.50)	(2,198.50)	923900	Reverses "J706-0020-1013 Adjustment USD	Contractor - Sudhir Patta	NOV-2013
1,841	Other	Forecast & Budgeting-Corporate			2,201.25	2,201.25	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,842	Other	Forecast & Budgeting-Corporate			2,274.39	2,274.39	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,843	Other	Forecast & Budgeting-Corporate			2,333.08	2,333.08	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,844	Other	Forecast & Budgeting-Corporate			2,569.53	2,569.53	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,845	Other	Forecast & Budgeting-Corporate			3,166.53	3,166.53	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,846	Other	Forecast & Budgeting-Corporate			3,343.76	3,343.76	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,847	Other	Forecast & Budgeting-Corporate			(3,545.74)	(3,545.74)	923900	Reverses "J706-0020-1013 Adjustment USD"	Contractor - Mallika Surthi	NOV-2013
1,848	Other	Forecast & Budgeting-Corporate			3,691.77	3,691.77	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,849	Other	Forecast & Budgeting-Corporate			3,699.33	3,699.33	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,850	Other	Forecast & Budgeting-Corporate			3,955.41	3,955.41	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,851	Other	Forecast & Budgeting-Corporate			4,141.61	4,141.61	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,852	Other	Forecast & Budgeting-Corporate			4,347.64	4,347.64	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,853	Other	Forecast & Budgeting-Corporate			4,414.80	4,414.80	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,854	Other	Forecast & Budgeting-Corporate			4,426.52	4,426.52	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,855	Other	Forecast & Budgeting-Corporate			4,998.52	4,998.52	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,856	Other	Forecast & Budgeting-Corporate			5,268.77	5,268.77	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,857	Other	Forecast & Budgeting-Corporate			(5,343.36)	(5,343.36)	923900	Reverses "J704-0020-1013 Adjustment USD	Payroll Contractor	NOV-2013
1,858	Other	Forecast & Budgeting-Corporate			(5,455.97)	(5,455.97)	923900	Reverses "J706-0020-1013 Adjustment USD	Contractor - Ross Lister	NOV-2013
1,859	Other	Forecast & Budgeting-Corporate			(5,598.30)	(5,598.30)	923900	Reverses "J706-0020-1013 Adjustment USD	Contractor - Stuart Myers	NOV-2013
1,860	Other	Forecast & Budgeting-Corporate			6,252.97	6,252.97	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,861	Other	Forecast & Budgeting-Corporate			6,468.50	6,468.50	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,862	Other	Forecast & Budgeting-Corporate			6,536.96	6,536.96	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,863	Other	Forecast & Budgeting-Corporate			6,567.81	6,567.81	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,864	Other	Forecast & Budgeting-Corporate			(7,000.00)	(7,000.00)	923100	Reverses "J704-0100-1013 Adjustment USD	Ops Budget/Forecast Contractor	NOV-2013
1,865	Other	Forecast & Budgeting-Corporate			7,213.14	7,213.14	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,866	Other	Forecast & Budgeting-Corporate			7,227.27	7,227.27	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,867	Other	Forecast & Budgeting-Corporate			7,523.54	7,523.54	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,868	Other	Forecast & Budgeting-Corporate			7,567.15	7,567.15	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,869	Other	Forecast & Budgeting-Corporate			7,997.96	7,997.96	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,870	Other	Forecast & Budgeting-Corporate			8,182.53	8,182.53	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,871	Other	Forecast & Budgeting-Corporate			8,197.34	8,197.34	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,872	Other	Forecast & Budgeting-Corporate			8,197.54	8,197.54	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,873	Other	Forecast & Budgeting-Corporate			(8,638.62)	(8,638.62)	923900	Reverses "J706-0020-1013 Adjustment USD	Contractor - Krishna Nerusu	NOV-2013
1,874	Other	Forecast & Budgeting-Corporate			9,245.90	9,245.90	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,875	Other	Forecast & Budgeting-Corporate			(9,304.05)	(9,304.05)	923900	Reverses "J706-0020-1013 Adjustment USD	Contractor - John McCarty	NOV-2013
1,876	Other	Forecast & Budgeting-Corporate			9,958.71	9,958.71	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,877	Other	Forecast & Budgeting-Corporate			10,026.41	10,026.41	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,878	Other	Forecast & Budgeting-Corporate			10,063.86	10,063.86	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,879	Other	Forecast & Budgeting-Corporate			10,472.24	10,472.24	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,880	Other	Forecast & Budgeting-Corporate			10,715.26	10,715.26	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,881	Other	Forecast & Budgeting-Corporate			(12,275.93)	(12,275.93)	923900	Reverses "J706-0020-1013 Adjustment USD	Contractor - Leo Romero	NOV-2013
1,882	Other	Forecast & Budgeting-Corporate			12,412.51	12,412.51	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,883	Other	Forecast & Budgeting-Corporate			12,450.17	12,450.17	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,884	Other	Forecast & Budgeting-Corporate			12,748.88	12,748.88	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,885	Other	Forecast & Budgeting-Corporate			14,821.55	14,821.55	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,886	Other	Forecast & Budgeting-Corporate			14,905.87	14,905.87	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,887	Other	Forecast & Budgeting-Corporate			15,279.78	15,279.78	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,888	Other	Forecast & Budgeting-Corporate			22,449.46	22,449.46	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,889	Other	Forecast & Budgeting-Corporate			26,474.71	26,474.71	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,890	Other	Forecast & Budgeting-Corporate			34,002.65	34,002.65	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
1,891	Other	Forecast & Budgeting-Corporate			34,201.78	34,201.78	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,892	Other	Forecast & Budgeting-Corporate			34,579.20	34,579.20	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,893	Other	Forecast & Budgeting-Corporate			(36,069.85)	(36,069.85)	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,894	Other	Forecast & Budgeting-Corporate			(37,521.58)	(37,521.58)	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,895	Other	Forecast & Budgeting-Corporate			38,629.35	38,629.35	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,896	Other	Forecast & Budgeting-Corporate			103,368.18	103,368.18	923900	J034-0020-1113 Adjustment USD	IT Prepaids	NOV-2013
1,897	Other	Forecast & Budgeting-Corporate			14.83	14.83	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,898	Other	Forecast & Budgeting-Corporate			27.66	27.66	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,899	Other	Forecast & Budgeting-Corporate			31.10	31.10	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,900	Other	Forecast & Budgeting-Corporate			34.35	34.35	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,901	Other	Forecast & Budgeting-Corporate			45.78	45.78	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,902	Other	Forecast & Budgeting-Corporate			51.62	51.62	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,903	Other	Forecast & Budgeting-Corporate			58.49	58.49	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,904	Other	Forecast & Budgeting-Corporate			66.51	66.51	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,905	Other	Forecast & Budgeting-Corporate			71.88	71.88	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,906	Other	Forecast & Budgeting-Corporate			103.33	103.33	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,907	Other	Forecast & Budgeting-Corporate			111.22	111.22	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,908	Other	Forecast & Budgeting-Corporate			126.54	126.54	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,909	Other	Forecast & Budgeting-Corporate			154.41	154.41	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,910	Other	Forecast & Budgeting-Corporate			158.27	158.27	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,911	Other	Forecast & Budgeting-Corporate			168.26	168.26	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,912	Other	Forecast & Budgeting-Corporate			212.17	212.17	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,913	Other	Forecast & Budgeting-Corporate			223.84	223.84	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,914	Other	Forecast & Budgeting-Corporate			224.05	224.05	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,915	Other	Forecast & Budgeting-Corporate			230.37	230.37	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,916	Other	Forecast & Budgeting-Corporate			237.31	237.31	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,917	Other	Forecast & Budgeting-Corporate			243.02	243.02	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,918	Other	Forecast & Budgeting-Corporate			247.00	247.00	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,919	Other	Forecast & Budgeting-Corporate			253.77	253.77	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,920	Other	Forecast & Budgeting-Corporate			270.46	270.46	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,921	Other	Forecast & Budgeting-Corporate			282.03	282.03	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,922	Other	Forecast & Budgeting-Corporate			293.57	293.57	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,923	Other	Forecast & Budgeting-Corporate			321.86	321.86	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,924	Other	Forecast & Budgeting-Corporate			437.76	437.76	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,925	Other	Forecast & Budgeting-Corporate			499.36	499.36	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,926	Other	Forecast & Budgeting-Corporate			556.64	556.64	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,927	Other	Forecast & Budgeting-Corporate			583.77	583.77	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,928	Other	Forecast & Budgeting-Corporate			593.01	593.01	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,929	Other	Forecast & Budgeting-Corporate			606.39	606.39	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,930	Other	Forecast & Budgeting-Corporate			631.39	631.39	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,931	Other	Forecast & Budgeting-Corporate			709.20	709.20	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,932	Other	Forecast & Budgeting-Corporate			736.32	736.32	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,933	Other	Forecast & Budgeting-Corporate			792.82	792.82	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,934	Other	Forecast & Budgeting-Corporate			938.98	938.98	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,935	Other	Forecast & Budgeting-Corporate			984.11	984.11	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,936	Other	Forecast & Budgeting-Corporate			1,082.28	1,082.28	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,937	Other	Forecast & Budgeting-Corporate			1,111.49	1,111.49	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,938	Other	Forecast & Budgeting-Corporate			1,146.80	1,146.80	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,939	Other	Forecast & Budgeting-Corporate			1,280.71	1,280.71	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,940	Other	Forecast & Budgeting-Corporate			1,389.04	1,389.04	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,941	Other	Forecast & Budgeting-Corporate			1,421.33	1,421.33	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,942	Other	Forecast & Budgeting-Corporate			1,470.74	1,470.74	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,943	Other	Forecast & Budgeting-Corporate			1,475.78	1,475.78	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,944	Other	Forecast & Budgeting-Corporate			1,690.72	1,690.72	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,945	Other	Forecast & Budgeting-Corporate			1,953.87	1,953.87	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,946	Other	Forecast & Budgeting-Corporate			2,072.18	2,072.18	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,947	Other	Forecast & Budgeting-Corporate			2,156.82	2,156.82	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,948	Other	Forecast & Budgeting-Corporate			2,201.25	2,201.25	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,949	Other	Forecast & Budgeting-Corporate			2,274.39	2,274.39	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,950	Other	Forecast & Budgeting-Corporate			2,333.08	2,333.08	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,951	Other	Forecast & Budgeting-Corporate			2,569.53	2,569.53	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,952	Other	Forecast & Budgeting-Corporate			2,721.13	2,721.13	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,953	Other	Forecast & Budgeting-Corporate			2,828.66	2,828.66	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,954	Other	Forecast & Budgeting-Corporate			3,153.89	3,153.89	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,955	Other	Forecast & Budgeting-Corporate			3,343.76	3,343.76	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,956	Other	Forecast & Budgeting-Corporate			3,691.77	3,691.77	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,957	Other	Forecast & Budgeting-Corporate			3,699.33	3,699.33	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,958	Other	Forecast & Budgeting-Corporate			3,955.41	3,955.41	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,959	Other	Forecast & Budgeting-Corporate			4,270.07	4,270.07	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,960	Other	Forecast & Budgeting-Corporate			4,347.64	4,347.64	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
1,961	Other	Forecast & Budgeting-Corporate			4,414.80	4,414.80	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,962	Other	Forecast & Budgeting-Corporate			4,426.52	4,426.52	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,963	Other	Forecast & Budgeting-Corporate			4,435.77	4,435.77	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,964	Other	Forecast & Budgeting-Corporate			4,635.15	4,635.15	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,965	Other	Forecast & Budgeting-Corporate			4,877.89	4,877.89	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,966	Other	Forecast & Budgeting-Corporate			4,998.52	4,998.52	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,967	Other	Forecast & Budgeting-Corporate			5,268.77	5,268.77	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,968	Other	Forecast & Budgeting-Corporate			5,445.81	5,445.81	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,969	Other	Forecast & Budgeting-Corporate			6,045.21	6,045.21	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,970	Other	Forecast & Budgeting-Corporate			6,468.50	6,468.50	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,971	Other	Forecast & Budgeting-Corporate			6,536.96	6,536.96	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,972	Other	Forecast & Budgeting-Corporate			6,567.81	6,567.81	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,973	Other	Forecast & Budgeting-Corporate			7,216.58	7,216.58	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,974	Other	Forecast & Budgeting-Corporate			7,227.27	7,227.27	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,975	Other	Forecast & Budgeting-Corporate			7,523.54	7,523.54	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,976	Other	Forecast & Budgeting-Corporate			8,197.34	8,197.34	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,977	Other	Forecast & Budgeting-Corporate			8,197.54	8,197.54	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,978	Other	Forecast & Budgeting-Corporate			8,623.99	8,623.99	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,979	Other	Forecast & Budgeting-Corporate			9,837.06	9,837.06	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,980	Other	Forecast & Budgeting-Corporate			10,026.41	10,026.41	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,981	Other	Forecast & Budgeting-Corporate			10,078.95	10,078.95	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,982	Other	Forecast & Budgeting-Corporate			10,472.24	10,472.24	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,983	Other	Forecast & Budgeting-Corporate			11,205.14	11,205.14	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,984	Other	Forecast & Budgeting-Corporate			12,412.51	12,412.51	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,985	Other	Forecast & Budgeting-Corporate			12,450.17	12,450.17	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,986	Other	Forecast & Budgeting-Corporate			12,692.85	12,692.85	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,987	Other	Forecast & Budgeting-Corporate			12,748.88	12,748.88	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,988	Other	Forecast & Budgeting-Corporate			14,831.26	14,831.26	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,989	Other	Forecast & Budgeting-Corporate			15,019.12	15,019.12	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,990	Other	Forecast & Budgeting-Corporate			16,963.62	16,963.62	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,991	Other	Forecast & Budgeting-Corporate			(18,280.78)	(18,280.78)	923900	Reverses "J008-0020-1013 Adjustment USD	IT Prepaids Accrued Estimate	DEC-2013
1,992	Other	Forecast & Budgeting-Corporate			20,872.40	20,872.40	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,993	Other	Forecast & Budgeting-Corporate			21,267.28	21,267.28	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,994	Other	Forecast & Budgeting-Corporate			24,781.74	24,781.74	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,995	Other	Forecast & Budgeting-Corporate			34,002.65	34,002.65	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,996	Other	Forecast & Budgeting-Corporate			34,579.20	34,579.20	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,997	Other	Forecast & Budgeting-Corporate			36,794.87	36,794.87	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,998	Other	Forecast & Budgeting-Corporate			38,629.35	38,629.35	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
1,999	Other	Forecast & Budgeting-Corporate			103,368.18	103,368.18	923900	J034-0020-1213 Adjustment USD	IT Prepaids	DEC-2013
2,000	Other	Forecast & Budgeting-Corporate			14.83	14.83	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,001	Other	Forecast & Budgeting-Corporate			34.35	34.35	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,002	Other	Forecast & Budgeting-Corporate			45.78	45.78	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,003	Other	Forecast & Budgeting-Corporate			51.62	51.62	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,004	Other	Forecast & Budgeting-Corporate			57.08	57.08	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,005	Other	Forecast & Budgeting-Corporate			57.08	57.08	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,006	Other	Forecast & Budgeting-Corporate			58.49	58.49	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,007	Other	Forecast & Budgeting-Corporate			66.26	66.26	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,008	Other	Forecast & Budgeting-Corporate			71.88	71.88	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,009	Other	Forecast & Budgeting-Corporate			98.83	98.83	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,010	Other	Forecast & Budgeting-Corporate			103.33	103.33	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,011	Other	Forecast & Budgeting-Corporate			111.22	111.22	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,012	Other	Forecast & Budgeting-Corporate			126.54	126.54	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,013	Other	Forecast & Budgeting-Corporate			147.25	147.25	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,014	Other	Forecast & Budgeting-Corporate			158.27	158.27	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,015	Other	Forecast & Budgeting-Corporate			168.26	168.26	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,016	Other	Forecast & Budgeting-Corporate			212.17	212.17	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,017	Other	Forecast & Budgeting-Corporate			223.84	223.84	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,018	Other	Forecast & Budgeting-Corporate			224.05	224.05	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,019	Other	Forecast & Budgeting-Corporate			230.37	230.37	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,020	Other	Forecast & Budgeting-Corporate			237.31	237.31	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,021	Other	Forecast & Budgeting-Corporate			243.02	243.02	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,022	Other	Forecast & Budgeting-Corporate			247.00	247.00	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,023	Other	Forecast & Budgeting-Corporate			270.46	270.46	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,024	Other	Forecast & Budgeting-Corporate			282.03	282.03	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,025	Other	Forecast & Budgeting-Corporate			437.76	437.76	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,026	Other	Forecast & Budgeting-Corporate			441.84	441.84	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,027	Other	Forecast & Budgeting-Corporate			499.36	499.36	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,028	Other	Forecast & Budgeting-Corporate			(523.01)	(523.01)	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,029	Other	Forecast & Budgeting-Corporate			537.83	537.83	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,030	Other	Forecast & Budgeting-Corporate			556.64	556.64	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
2,031	Other	Forecast & Budgeting-Corporate			583.77	583.77	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,032	Other	Forecast & Budgeting-Corporate			593.01	593.01	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,033	Other	Forecast & Budgeting-Corporate			631.39	631.39	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,034	Other	Forecast & Budgeting-Corporate			709.20	709.20	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,035	Other	Forecast & Budgeting-Corporate			736.32	736.32	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,036	Other	Forecast & Budgeting-Corporate			745.37	745.37	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,037	Other	Forecast & Budgeting-Corporate			793.00	793.00	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,038	Other	Forecast & Budgeting-Corporate			811.31	811.31	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,039	Other	Forecast & Budgeting-Corporate			938.98	938.98	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,040	Other	Forecast & Budgeting-Corporate			1,001.28	1,001.28	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,041	Other	Forecast & Budgeting-Corporate			1,006.56	1,006.56	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,042	Other	Forecast & Budgeting-Corporate			1,028.94	1,028.94	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,043	Other	Forecast & Budgeting-Corporate			1,111.49	1,111.49	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,044	Other	Forecast & Budgeting-Corporate			1,146.80	1,146.80	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,045	Other	Forecast & Budgeting-Corporate			1,154.67	1,154.67	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,046	Other	Forecast & Budgeting-Corporate			1,280.71	1,280.71	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,047	Other	Forecast & Budgeting-Corporate			1,389.04	1,389.04	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,048	Other	Forecast & Budgeting-Corporate			1,421.33	1,421.33	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,049	Other	Forecast & Budgeting-Corporate			1,502.32	1,502.32	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,050	Other	Forecast & Budgeting-Corporate			1,690.72	1,690.72	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,051	Other	Forecast & Budgeting-Corporate			1,820.86	1,820.86	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,052	Other	Forecast & Budgeting-Corporate			1,950.45	1,950.45	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,053	Other	Forecast & Budgeting-Corporate			2,072.18	2,072.18	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,054	Other	Forecast & Budgeting-Corporate			2,156.82	2,156.82	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,055	Other	Forecast & Budgeting-Corporate			2,201.25	2,201.25	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,056	Other	Forecast & Budgeting-Corporate			2,274.39	2,274.39	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,057	Other	Forecast & Budgeting-Corporate			2,333.08	2,333.08	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,058	Other	Forecast & Budgeting-Corporate			2,569.53	2,569.53	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,059	Other	Forecast & Budgeting-Corporate			3,343.76	3,343.76	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,060	Other	Forecast & Budgeting-Corporate			3,538.32	3,538.32	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,061	Other	Forecast & Budgeting-Corporate			3,691.77	3,691.77	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,062	Other	Forecast & Budgeting-Corporate			3,788.64	3,788.64	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,063	Other	Forecast & Budgeting-Corporate			3,797.28	3,797.28	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,064	Other	Forecast & Budgeting-Corporate			4,233.78	4,233.78	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,065	Other	Forecast & Budgeting-Corporate			4,347.64	4,347.64	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,066	Other	Forecast & Budgeting-Corporate			4,414.80	4,414.80	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,067	Other	Forecast & Budgeting-Corporate			4,426.52	4,426.52	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,068	Other	Forecast & Budgeting-Corporate			4,435.77	4,435.77	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,069	Other	Forecast & Budgeting-Corporate			4,877.89	4,877.89	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,070	Other	Forecast & Budgeting-Corporate			4,901.05	4,901.05	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,071	Other	Forecast & Budgeting-Corporate			4,998.52	4,998.52	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,072	Other	Forecast & Budgeting-Corporate			6,036.87	6,036.87	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,073	Other	Forecast & Budgeting-Corporate			6,436.71	6,436.71	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,074	Other	Forecast & Budgeting-Corporate			6,536.96	6,536.96	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,075	Other	Forecast & Budgeting-Corporate			6,679.50	6,679.50	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,076	Other	Forecast & Budgeting-Corporate			7,141.16	7,141.16	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,077	Other	Forecast & Budgeting-Corporate			7,227.27	7,227.27	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,078	Other	Forecast & Budgeting-Corporate			8,197.54	8,197.54	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,079	Other	Forecast & Budgeting-Corporate			8,347.78	8,347.78	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,080	Other	Forecast & Budgeting-Corporate			8,440.91	8,440.91	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,081	Other	Forecast & Budgeting-Corporate			8,447.37	8,447.37	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,082	Other	Forecast & Budgeting-Corporate			8,771.27	8,771.27	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,083	Other	Forecast & Budgeting-Corporate			9,172.56	9,172.56	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,084	Other	Forecast & Budgeting-Corporate			9,981.51	9,981.51	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,085	Other	Forecast & Budgeting-Corporate			10,131.44	10,131.44	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,086	Other	Forecast & Budgeting-Corporate			10,472.24	10,472.24	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,087	Other	Forecast & Budgeting-Corporate			10,639.21	10,639.21	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,088	Other	Forecast & Budgeting-Corporate			10,840.83	10,840.83	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,089	Other	Forecast & Budgeting-Corporate			11,176.44	11,176.44	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,090	Other	Forecast & Budgeting-Corporate			11,258.42	11,258.42	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,091	Other	Forecast & Budgeting-Corporate			12,412.51	12,412.51	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,092	Other	Forecast & Budgeting-Corporate			12,450.17	12,450.17	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,093	Other	Forecast & Budgeting-Corporate			12,692.85	12,692.85	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,094	Other	Forecast & Budgeting-Corporate			12,748.88	12,748.88	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,095	Other	Forecast & Budgeting-Corporate			15,019.12	15,019.12	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,096	Other	Forecast & Budgeting-Corporate			22,091.92	22,091.92	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,097	Other	Forecast & Budgeting-Corporate			22,952.89	22,952.89	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,098	Other	Forecast & Budgeting-Corporate			24,781.74	24,781.74	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,099	Other	Forecast & Budgeting-Corporate			25,979.09	25,979.09	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,100	Other	Forecast & Budgeting-Corporate			38,629.35	38,629.35	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
2,101	Other	Forecast & Budgeting-Corporate			39,281.13	39,281.13	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,102	Other	Forecast & Budgeting-Corporate			40,088.22	40,088.22	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,103	Other	Forecast & Budgeting-Corporate			103,368.18	103,368.18	923900	J034-0020-0114 Adjustment USD	IT Prepaids	JAN-2014
2,104	Other	Forecast & Budgeting-Corporate			140,267.55	140,267.55	923900	J034-0020-0214 Adjustment USD	IT Prepaids	FEB-2014
2,105	Other	Forecast & Budgeting-Corporate			375,331.33	375,331.33	923900	J034-0020-0214 Adjustment USD	IT Prepaids	FEB-2014
2,106	Other	Forecast & Budgeting-Corporate			178.21	178.21	923900	J034-0020-0314 Adjustment USD	Prepaid Taxes	MAR-2014
2,107	Other	Forecast & Budgeting-Corporate			247.51	247.51	923900	J034-0020-0314 Adjustment USD	True-up of IT Prepaids	MAR-2014
2,108	Other	Forecast & Budgeting-Corporate			299.07	299.07	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,109	Other	Forecast & Budgeting-Corporate			434.08	434.08	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,110	Other	Forecast & Budgeting-Corporate			703.86	703.86	923900	J034-0020-0314 Adjustment USD	Prepaid Taxes	MAR-2014
2,111	Other	Forecast & Budgeting-Corporate			759.66	759.66	923900	J034-0020-0314 Adjustment USD	True-up of IT Prepaids	MAR-2014
2,112	Other	Forecast & Budgeting-Corporate			908.49	908.49	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,113	Other	Forecast & Budgeting-Corporate			1,108.27	1,108.27	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,114	Other	Forecast & Budgeting-Corporate			1,285.44	1,285.44	923900	J034-0020-0314 Adjustment USD	True-up of IT Prepaids	MAR-2014
2,115	Other	Forecast & Budgeting-Corporate			1,584.84	1,584.84	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,116	Other	Forecast & Budgeting-Corporate			1,859.77	1,859.77	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,117	Other	Forecast & Budgeting-Corporate			2,347.56	2,347.56	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,118	Other	Forecast & Budgeting-Corporate			3,155.23	3,155.23	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaids	MAR-2014
2,119	Other	Forecast & Budgeting-Corporate			3,155.23	3,155.23	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,120	Other	Forecast & Budgeting-Corporate			(3,469.69)	(3,469.69)	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,121	Other	Forecast & Budgeting-Corporate			7,281.43	7,281.43	923900	J706-0020-0314 Adjustment USD	Contractor - John McCarty	MAR-2014
2,122	Other	Forecast & Budgeting-Corporate			9,001.83	9,001.83	923900	J210-0020-0314 Prior Period Adjustment USD	IT Prepaid Correction	MAR-2014
2,123	Other	Forecast & Budgeting-Corporate			35,602.21	35,602.21	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,124	Other	Forecast & Budgeting-Corporate			36,884.67	36,884.67	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,125	Other	Forecast & Budgeting-Corporate			97,438.91	97,438.91	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,126	Other	Forecast & Budgeting-Corporate			97,923.57	97,923.57	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,127	Other	Forecast & Budgeting-Corporate			(140,267.54)	(140,267.54)	923900	Reverses "J034-0020-0214 Adjustment USD	IT Prepaids	MAR-2014
2,128	Other	Forecast & Budgeting-Corporate			143,021.99	143,021.99	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,129	Other	Forecast & Budgeting-Corporate			143,583.11	143,583.11	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,130	Other	Forecast & Budgeting-Corporate			370,508.28	370,508.28	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,131	Other	Forecast & Budgeting-Corporate			(375,331.34)	(375,331.34)	923900	Reverses "J034-0020-0214 Adjustment USD	IT Prepaids	MAR-2014
2,132	Other	Forecast & Budgeting-Corporate			376,573.93	376,573.93	923900	J034-0020-0314 Adjustment USD	IT Prepaids	MAR-2014
2,133	Other	Forecast & Budgeting-Corporate			16.01	16.01	923900	J706-0020-0414 Adjustment USD	Contractor - Lee Ann Markham OT	APR-2014
2,134	Other	Forecast & Budgeting-Corporate			69.19	69.19	923900	J008-0020-0414 Adjustment USD	IT Prepaids Accrued Estimate	APR-2014
2,135	Other	Forecast & Budgeting-Corporate			86.62	86.62	923900	J706-0020-0414 Adjustment USD	Contractor - PCM mileage	APR-2014
2,136	Other	Forecast & Budgeting-Corporate			290.77	290.77	923900	J034-0020-0414 Adjustment USD	Prepaid Taxes	APR-2014
2,137	Other	Forecast & Budgeting-Corporate			380.53	380.53	923900	J034-0020-0414 Adjustment USD	True-up of IT Prepaids	APR-2014
2,138	Other	Forecast & Budgeting-Corporate			382.45	382.45	923900	J034-0020-0414 Adjustment USD	Prepaid Taxes	APR-2014
2,139	Other	Forecast & Budgeting-Corporate			537.92	537.92	923900	J034-0020-0414 Adjustment USD	True-up of IT Prepaids	APR-2014
2,140	Other	Forecast & Budgeting-Corporate			889.56	889.56	923900	J706-0020-0414 Adjustment USD	Contractor - Venu Mothukuri	APR-2014
2,141	Other	Forecast & Budgeting-Corporate			1,097.12	1,097.12	923900	J706-0020-0414 Adjustment USD	Contractor - Gary Wright	APR-2014
2,142	Other	Forecast & Budgeting-Corporate			1,405.28	1,405.28	923900	J706-0020-0414 Adjustment USD	Contractor - Richard Mulders	APR-2014
2,143	Other	Forecast & Budgeting-Corporate			1,522.14	1,522.14	923900	J706-0020-0414 Adjustment USD	Contractor - PCM	APR-2014
2,144	Other	Forecast & Budgeting-Corporate			1,675.93	1,675.93	923900	J706-0020-0414 Adjustment USD	Contractor - Lee Ann Markham	APR-2014
2,145	Other	Forecast & Budgeting-Corporate			1,881.92	1,881.92	923900	J706-0020-0414 Adjustment USD	Contractor - Brian Kelton	APR-2014
2,146	Other	Forecast & Budgeting-Corporate			1,913.57	1,913.57	923900	J706-0020-0414 Adjustment USD	Contractor - Sher Bhujel	APR-2014
2,147	Other	Forecast & Budgeting-Corporate			3,155.23	3,155.23	923900	J034-0020-0414 Adjustment USD	IT Prepaids	APR-2014
2,148	Other	Forecast & Budgeting-Corporate			3,319.48	3,319.48	923900	J706-0020-0414 Adjustment USD	Payroll Contractor	APR-2014
2,149	Other	Forecast & Budgeting-Corporate			4,846.37	4,846.37	923900	J706-0020-0414 Adjustment USD	Contractor - Jim Jackson	APR-2014
2,150	Other	Forecast & Budgeting-Corporate			5,218.75	5,218.75	923900	J706-0020-0414 Adjustment USD	Contractor - Ross Lister	APR-2014
2,151	Other	Forecast & Budgeting-Corporate			5,376.90	5,376.90	923900	J706-0020-0414 Adjustment USD	Contractor - Daniel Lawson	APR-2014
2,152	Other	Forecast & Budgeting-Corporate			5,479.69	5,479.69	923900	J706-0020-0414 Adjustment USD	Contractor - Brad Davidson	APR-2014
2,153	Other	Forecast & Budgeting-Corporate			5,551.92	5,551.92	923900	J706-0020-0414 Adjustment USD	Contractor - John Yarbrough	APR-2014
2,154	Other	Forecast & Budgeting-Corporate			5,633.88	5,633.88	923900	J706-0020-0414 Adjustment USD	Contractor - Krishna Nerusu	APR-2014
2,155	Other	Forecast & Budgeting-Corporate			6,331.68	6,331.68	923900	J706-0020-0414 Adjustment USD	Contractor - Sudhir Patta	APR-2014
2,156	Other	Forecast & Budgeting-Corporate			7,711.50	7,711.50	923900	J706-0020-0414 Adjustment USD	Contractor - Sateesh Gandra	APR-2014
2,157	Other	Forecast & Budgeting-Corporate			9,987.59	9,987.59	923900	J706-0020-0414 Adjustment USD	Contractor - Sattish Garapati	APR-2014
2,158	Other	Forecast & Budgeting-Corporate			10,433.77	10,433.77	923900	J034-0020-0414 Adjustment USD	TRUE-UP OF IT PREPAIDS	APR-2014
2,159	Other	Forecast & Budgeting-Corporate			10,552.80	10,552.80	923900	J703-0020-0414 Adjustment USD	PA Consultant	APR-2014
2,160	Other	Forecast & Budgeting-Corporate			20,675.05	20,675.05	923900	J008-0020-0414 Adjustment USD	IT Prepaids Accrued Estimate	APR-2014
2,161	Other	Forecast & Budgeting-Corporate			20,975.22	20,975.22	923900	J008-0020-0414 Adjustment USD	IT Prepaids Accrued Estimate	APR-2014
2,162	Other	Forecast & Budgeting-Corporate			36,884.67	36,884.67	923900	J034-0020-0414 Adjustment USD	IT Prepaids	APR-2014
2,163	Other	Forecast & Budgeting-Corporate			42,790.22	42,790.22	923900	J034-0020-0414 Adjustment USD	Prepaid Taxes	APR-2014
2,164	Other	Forecast & Budgeting-Corporate			92,260.86	92,260.86	923900	J034-0020-0414 Adjustment USD	IT Prepaids	APR-2014
2,165	Other	Forecast & Budgeting-Corporate			141,886.78	141,886.78	923900	J034-0020-0414 Adjustment USD	IT Prepaids	APR-2014
2,166	Other	Forecast & Budgeting-Corporate			386,187.46	386,187.46	923900	J034-0020-0414 Adjustment USD	IT Prepaids	APR-2014
2,167	Other	Forecast & Budgeting-Corporate			(15.88)	(15.88)	923900	Reverses "J706-0020-0414 Adjustment USD	Contractor - Lee Ann Markham OT	MAY-2014
2,168	Other	Forecast & Budgeting-Corporate			65.35	65.35	923900	J034-0020-0514 Adjustment USD	TRUE-UP OF IT PREPAIDS	MAY-2014
2,169	Other	Forecast & Budgeting-Corporate			(68.60)	(68.60)	923900	Reverses "J008-0020-0414 Adjustment USD	IT PREPAIDS ACCRUED ESTIMATE	MAY-2014
2,170	Other	Forecast & Budgeting-Corporate			(85.89)	(85.89)	923900	Reverses "J706-0020-0414 Adjustment USD	Contractor - PCM mileage	MAY-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
2,171	Other	Forecast & Budgeting-Corporate			(882.00)	(882.00)	923900	Reverses "J706-0020-0414 Adjustment USD	Contractor - Venu Mothukuri	MAY-2014
2,172	Other	Forecast & Budgeting-Corporate			1,055.83	1,055.83	923900	J034-0020-0514 Adjustment USD	Prepaid Taxes	MAY-2014
2,173	Other	Forecast & Budgeting-Corporate			(1,087.80)	(1,087.80)	923900	J706-0020-0414 Adjustment USD	Contractor - Gary Wright	MAY-2014
2,174	Other	Forecast & Budgeting-Corporate			(1,406.24)	(1,406.24)	923900	Reverses "J706-0020-0414 Adjustment USD	Contractor - Richard Mulders	MAY-2014
2,175	Other	Forecast & Budgeting-Corporate			(1,509.20)	(1,509.20)	923900	Reverses "J706-0020-0414 Adjustment USD	Contractor - PCM	MAY-2014
2,176	Other	Forecast & Budgeting-Corporate			1,515.74	1,515.74	923900	J034-0020-0514 Adjustment USD	Prepaid Taxes	MAY-2014
2,177	Other	Forecast & Budgeting-Corporate			(1,661.69)	(1,661.69)	923900	Reverses "J706-0020-0414 Adjustment USD	Contractor - Lee Ann Markham	MAY-2014
2,178	Other	Forecast & Budgeting-Corporate			1,853.07	1,853.07	923900	J034-0020-0514 Adjustment USD	TRUE-UP OF IT PREPAIDS	MAY-2014
2,179	Other	Forecast & Budgeting-Corporate			(1,865.92)	(1,865.92)	923900	Reverses "J706-0020-0414 Adjustment USD	Contractor - Brian Kelton	MAY-2014
2,180	Other	Forecast & Budgeting-Corporate			(1,914.88)	(1,914.88)	923900	Reverses "J706-0020-0414 Adjustment USD	Contractor - Sher Bhujel	MAY-2014
2,181	Other	Forecast & Budgeting-Corporate			2,754.92	2,754.92	923900	J034-0020-0514 Adjustment USD	TRUE-UP OF IT PREPAIDS	MAY-2014
2,182	Other	Forecast & Budgeting-Corporate			3,157.38	3,157.38	923900	J034-0020-0514 Adjustment USD	IT Prepays	MAY-2014
2,183	Other	Forecast & Budgeting-Corporate			(3,291.27)	(3,291.27)	923900	Reverses "J704-0020-0414 Adjustment USD	Payroll Contractor	MAY-2014
2,184	Other	Forecast & Budgeting-Corporate			(4,849.68)	(4,849.68)	923900	Reverses "J706-0020-0414 Adjustment USD	Contractor - Jim Jackson	MAY-2014
2,185	Other	Forecast & Budgeting-Corporate			(5,331.20)	(5,331.20)	923900	Reverses "J706-0020-0414 Adjustment USD	Contractor - Daniel Lawson	MAY-2014
2,186	Other	Forecast & Budgeting-Corporate			(6,336.00)	(6,336.00)	923900	Reverses "J706-0020-0414 Adjustment USD	Contractor - Sudhir Patta	MAY-2014
2,187	Other	Forecast & Budgeting-Corporate			(7,286.40)	(7,286.40)	923900	Reverses "J706-0020-0414 Adjustment USD	Contractor - John McCarty	MAY-2014
2,188	Other	Forecast & Budgeting-Corporate			(7,645.96)	(7,645.96)	923900	Reverses "J706-0020-0414 Adjustment USD	Contractor - Sateesh Gandra	MAY-2014
2,189	Other	Forecast & Budgeting-Corporate			(9,902.70)	(9,902.70)	923900	Reverses "J706-0020-0414 Adjustment USD	Contractor - Sattish Garapati	MAY-2014
2,190	Other	Forecast & Budgeting-Corporate			(10,560.00)	(10,560.00)	923900	Reverses "J703-0020-0414 Adjustment USD	PA Consultant	MAY-2014
2,191	Other	Forecast & Budgeting-Corporate			(20,499.35)	(20,499.35)	923900	Reverses "J008-0020-0414 Adjustment USD	IT PREPAIDS ACCRUED ESTIMATE	MAY-2014
2,192	Other	Forecast & Budgeting-Corporate			(20,796.96)	(20,796.96)	923900	Reverses "J008-0020-0414 Adjustment USD	IT PREPAIDS ACCRUED ESTIMATE	MAY-2014
2,193	Other	Forecast & Budgeting-Corporate			38,762.90	38,762.90	923900	J034-0020-0514 Adjustment USD	IT Prepays	MAY-2014
2,194	Other	Forecast & Budgeting-Corporate			84,949.76	84,949.76	923900	J034-0020-0514 Adjustment USD	IT Prepays	MAY-2014
2,195	Other	Forecast & Budgeting-Corporate			140,704.67	140,704.67	923900	J034-0020-0514 Adjustment USD	IT Prepays	MAY-2014
2,196	Other	Forecast & Budgeting-Corporate			377,978.80	377,978.80	923900	J034-0020-0514 Adjustment USD	IT Prepays	MAY-2014
2,197	Other	Forecast & Budgeting-Corporate			211.25	211.25	923900	J034-0020-0614 Adjustment USD	Prepaid Taxes	MAY-2014
2,198	Other	Forecast & Budgeting-Corporate			3,157.38	3,157.38	923900	J034-0020-0614 Adjustment USD	IT Prepays	JUN-2014
2,199	Other	Forecast & Budgeting-Corporate			5,226.78	5,226.78	923900	J034-0020-0614 Adjustment USD	Prepaid Taxes	JUN-2014
2,200	Other	Forecast & Budgeting-Corporate			(5,586.00)	(5,586.00)	923900	Reverses "J706-0020-0514 Adjustment USD	Krishna Nerusu	JUN-2014
2,201	Other	Forecast & Budgeting-Corporate			6,214.88	6,214.88	923900	J034-0020-0614 Adjustment USD	TRUE-UP OF IT PREPAIDS	JUN-2014
2,202	Other	Forecast & Budgeting-Corporate			7,099.63	7,099.63	923900	J034-0020-0614 Adjustment USD	Prepaid Taxes	JUN-2014
2,203	Other	Forecast & Budgeting-Corporate			38,762.90	38,762.90	923900	J034-0020-0614 Adjustment USD	IT Prepays	JUN-2014
2,204	Other	Forecast & Budgeting-Corporate			87,043.16	87,043.16	923900	J034-0020-0614 Adjustment USD	IT Prepays	JUN-2014
2,205	Other	Forecast & Budgeting-Corporate			150,456.07	150,456.07	923900	J034-0020-0614 Adjustment USD	IT Prepays	JUN-2014
2,206	Other	Forecast & Budgeting-Corporate			378,166.48	378,166.48	923900	J034-0020-0614 Adjustment USD	IT Prepays	JUN-2014
2,207	Other	Forecast & Budgeting-Corporate			544.88	544.88	923900	J034-0020-0714 Adjustment USD	Prepaid Taxes	JUL-2014
2,208	Other	Forecast & Budgeting-Corporate			10,416.79	10,416.79	923900	J034-0020-0714 Adjustment USD	IT Prepays	JUL-2014
2,209	Other	Forecast & Budgeting-Corporate			11,613.30	11,613.30	923900	J008-0020-0714 Adjustment USD	IT Prepaid Re-accrual	JUL-2014
2,210	Other	Forecast & Budgeting-Corporate			12,573.06	12,573.06	923900	J034-0020-0714 Adjustment USD	Prepaid Taxes	JUL-2014
2,211	Other	Forecast & Budgeting-Corporate			18,880.52	18,880.52	923900	J008-0020-0714 Adjustment USD	IT Prepaid Accrued Estimate	JUL-2014
2,212	Other	Forecast & Budgeting-Corporate			(26,822.50)	(26,822.50)	923900	J209-0020-0714 Prior Period Adjustment USD	TRUE-UP OF HP CREDIT	JUL-2014
2,213	Other	Forecast & Budgeting-Corporate			30,132.30	30,132.30	923900	J034-0020-0714 Adjustment USD	TRUE-UP OF IT PREPAIDS	JUL-2014
2,214	Other	Forecast & Budgeting-Corporate			30,930.34	30,930.34	923900	J034-0020-0714 Adjustment USD	TRUE-UP OF IT PREPAIDS	JUL-2014
2,215	Other	Forecast & Budgeting-Corporate			35,763.31	35,763.31	923900	J209-0020-0714 Prior Period Adjustment USD	TRUE-UP OF HP CREDIT	JUL-2014
2,216	Other	Forecast & Budgeting-Corporate			38,931.86	38,931.86	923900	J034-0020-0714 Adjustment USD	IT Prepays	JUL-2014
2,217	Other	Forecast & Budgeting-Corporate			81,433.98	81,433.98	923900	J034-0020-0714 Adjustment USD	IT Prepays	JUL-2014
2,218	Other	Forecast & Budgeting-Corporate			155,075.84	155,075.84	923900	J034-0020-0714 Adjustment USD	IT Prepays	JUL-2014
2,219	Other	Forecast & Budgeting-Corporate			367,740.38	367,740.38	923900	J034-0020-0714 Adjustment USD	IT Prepays	JUL-2014
2,220	Other	Forecast & Budgeting-Corporate			29.33	29.33	923900	J034-0020-0814 Adjustment USD	TRUE-UP OF IT PREPAIDS	AUG-2014
2,221	Other	Forecast & Budgeting-Corporate			122.40	122.40	923900	J034-0020-0814 Adjustment USD	Prepaid Taxes	AUG-2014
2,222	Other	Forecast & Budgeting-Corporate			702.31	702.31	923900	J034-0020-0814 Adjustment USD	TRUE-UP OF IT PREPAIDS	AUG-2014
2,223	Other	Forecast & Budgeting-Corporate			1,776.67	1,776.67	923900	J034-0020-0814 Adjustment USD	Prepaid Taxes	AUG-2014
2,224	Other	Forecast & Budgeting-Corporate			2,213.57	2,213.57	923900	J034-0020-0814 Adjustment USD	TRUE-UP OF IT PREPAIDS	AUG-2014
2,225	Other	Forecast & Budgeting-Corporate			2,285.37	2,285.37	923900	J034-0020-0814 Adjustment USD	TRUE-UP OF IT PREPAIDS	AUG-2014
2,226	Other	Forecast & Budgeting-Corporate			10,596.09	10,596.09	923900	J034-0020-0814 Adjustment USD	IT Prepays	AUG-2014
2,227	Other	Forecast & Budgeting-Corporate			(11,613.29)	(11,613.29)	923900	Reverses "J008-0020-0714 Adjustment USD	IT Prepaid Re-accrual	AUG-2014
2,228	Other	Forecast & Budgeting-Corporate			15,228.12	15,228.12	923900	J034-0020-0814 Adjustment USD	TRUE-UP OF IT PREPAIDS	AUG-2014
2,229	Other	Forecast & Budgeting-Corporate			(18,880.51)	(18,880.51)	923900	Reverses "J008-0020-0714 Adjustment USD	IT Prepaid Accrued Estimate	AUG-2014
2,230	Other	Forecast & Budgeting-Corporate			46,313.98	46,313.98	923900	J034-0020-0814 Adjustment USD	IT Prepays	AUG-2014
2,231	Other	Forecast & Budgeting-Corporate			96,532.07	96,532.07	923900	J034-0020-0814 Adjustment USD	IT Prepays	AUG-2014
2,232	Other	Forecast & Budgeting-Corporate			153,596.19	153,596.19	923900	J034-0020-0814 Adjustment USD	IT Prepays	AUG-2014
2,233	Other	Forecast & Budgeting-Corporate			363,658.97	363,658.97	923900	J034-0020-0814 Adjustment USD	IT Prepays	AUG-2014
2,234	Other	Forecast & Budgeting-Corporate			38.96	38.96	923900	J034-0020-0914 Adjustment USD	Prepaid Taxes	SEP-2014
2,235	Other	Forecast & Budgeting-Corporate			356.14	356.14	923900	J034-0020-0914 Adjustment USD	TRUE-UP OF IT PREPAIDS	SEP-2014
2,236	Other	Forecast & Budgeting-Corporate			1,295.12	1,295.12	923900	J034-0020-0914 Adjustment USD	TRUE-UP OF IT PREPAIDS	SEP-2014
2,237	Other	Forecast & Budgeting-Corporate			3,128.17	3,128.17	923900	J034-0020-0914 Adjustment USD	Prepaid Taxes	SEP-2014
2,238	Other	Forecast & Budgeting-Corporate			3,485.12	3,485.12	923900	J034-0020-0914 Adjustment USD	Prepaid Taxes	SEP-2014
2,239	Other	Forecast & Budgeting-Corporate			(5,174.40)	(5,174.40)	923900	Reverses "J706-0020-0814 Adjustment USD	Contractor - Chris Kenner	SEP-2014
2,240	Other	Forecast & Budgeting-Corporate			6,629.18	6,629.18	923900	J034-0020-1014 Adjustment USD	TRUE-UP OF IT PREPAIDS	SEP-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
2,241	Other	Forecast & Budgeting-Corporate			9,800.00	9,800.00	923900	J706-0020-0914 Adjustment USD	Contractor - Ranjit Yarrapureddy	SEP-2014
2,242	Other	Forecast & Budgeting-Corporate			11,949.21	11,949.21	923900	J034-0020-0914 Adjustment USD	IT Prepaids	SEP-2014
2,243	Other	Forecast & Budgeting-Corporate			14,854.94	14,854.94	923900	J034-0020-0914 Adjustment USD	Prepaid Taxes	SEP-2014
2,244	Other	Forecast & Budgeting-Corporate			65,775.34	65,775.34	923900	J034-0020-0914 Adjustment USD	IT Prepaids	SEP-2014
2,245	Other	Forecast & Budgeting-Corporate			98,220.61	98,220.61	923900	J034-0020-0914 Adjustment USD	IT Prepaids	SEP-2014
2,246	Other	Forecast & Budgeting-Corporate			154,302.10	154,302.10	923900	J034-0020-0914 Adjustment USD	IT Prepaids	SEP-2014
2,247	Other	Forecast & Budgeting-Corporate			336,806.08	336,806.08	923900	J034-0020-0914 Adjustment USD	IT Prepaids	SEP-2014
2,248	Other	Forecast & Budgeting-Corporate			12.57	12.57	923900	J706-0020-0914 Adjustment USD	Contractor - Josh Parker mileage	OCT-2014
2,249	Other	Forecast & Budgeting-Corporate			39.18	39.18	923900	J706-0020-1014 Adjustment USD	Contractor - Jim Jackson mileage	OCT-2014
2,250	Other	Forecast & Budgeting-Corporate			84.76	84.76	923900	J706-0020-1014 Adjustment USD	Contractor - Josh Parker mileage	OCT-2014
2,251	Other	Forecast & Budgeting-Corporate			302.94	302.94	923900	J034-0020-1014 Adjustment USD	TRUE-UP OF IT PREPAIDS	OCT-2014
2,252	Other	Forecast & Budgeting-Corporate			366.07	366.07	923900	J034-0020-1014 Adjustment USD	Prepaid Taxes	OCT-2014
2,253	Other	Forecast & Budgeting-Corporate			462.07	462.07	923900	J008-0020-1014 Adjustment USD	IT Prepaid Accrued Estimate	OCT-2014
2,254	Other	Forecast & Budgeting-Corporate			582.28	582.28	923900	J034-0020-1014 Adjustment USD	TRUE-UP OF IT PREPAIDS	OCT-2014
2,255	Other	Forecast & Budgeting-Corporate			704.00	704.00	923900	J706-0020-1014 Adjustment USD	Contractor - Sudhir Patta	OCT-2014
2,256	Other	Forecast & Budgeting-Corporate			842.04	842.04	923900	J034-0020-1014 Adjustment USD	TRUE-UP OF IT PREPAIDS	OCT-2014
2,257	Other	Forecast & Budgeting-Corporate			877.46	877.46	923900	J008-0020-1014 Adjustment USD	IT Prepaid Re-accrual	OCT-2014
2,258	Other	Forecast & Budgeting-Corporate			1,019.20	1,019.20	923900	J704-0020-1014 Adjustment USD	Payroll Contractor	OCT-2014
2,259	Other	Forecast & Budgeting-Corporate			1,024.82	1,024.82	923900	J034-0020-1014 Adjustment USD	Prepaid Taxes	OCT-2014
2,260	Other	Forecast & Budgeting-Corporate			1,088.26	1,088.26	923900	J034-0020-1014 Adjustment USD	TRUE-UP OF IT PREPAIDS	OCT-2014
2,261	Other	Forecast & Budgeting-Corporate			1,097.60	1,097.60	923900	J706-0020-1014 Adjustment USD	Contractor - Performance Lead	OCT-2014
2,262	Other	Forecast & Budgeting-Corporate			1,236.80	1,236.80	923900	J008-0020-1014 Adjustment USD	IT Prepaid Accrued Estimate	OCT-2014
2,263	Other	Forecast & Budgeting-Corporate			1,461.18	1,461.18	923900	J706-0020-1014 Adjustment USD	Contractor - Chris Howell	OCT-2014
2,264	Other	Forecast & Budgeting-Corporate			1,663.55	1,663.55	923900	J706-0020-1014 Adjustment USD/	Contractor - PCM	OCT-2014
2,265	Other	Forecast & Budgeting-Corporate			1,764.00	1,764.00	923900	J706-0020-1014 Adjustment USD	Contractor - Test Manager	OCT-2014
2,266	Other	Forecast & Budgeting-Corporate			1,883.79	1,883.79	923900	J008-0020-1014 Adjustment USD	IT Prepaid Re-accrual	OCT-2014
2,267	Other	Forecast & Budgeting-Corporate			2,527.36	2,527.36	923900	J008-0020-1014 Adjustment USD	IT Prepaid Accrued Estimate	OCT-2014
2,268	Other	Forecast & Budgeting-Corporate			2,527.36	2,527.36	923900	J008-0020-1014 Adjustment USD	IT Prepaid Re-accrual	OCT-2014
2,269	Other	Forecast & Budgeting-Corporate			2,860.62	2,860.62	923900	J008-0020-1014 Adjustment USD	IT Prepaid Accrued Estimate	OCT-2014
2,270	Other	Forecast & Budgeting-Corporate			2,973.81	2,973.81	923900	J706-0020-1014 Adjustment USD	Contractor - Justin Taylor	OCT-2014
2,271	Other	Forecast & Budgeting-Corporate			3,062.30	3,062.30	923900	J706-0020-1014 Adjustment USD	Contractor - Sonji Ketiku	OCT-2014
2,272	Other	Forecast & Budgeting-Corporate			3,116.40	3,116.40	923900	J706-0020-1014 Adjustment USD	Contractor - Daniel Lawson	OCT-2014
2,273	Other	Forecast & Budgeting-Corporate			3,307.50	3,307.50	923900	J706-0020-1014 Adjustment USD	Contractor - Jeff Tevlin	OCT-2014
2,274	Other	Forecast & Budgeting-Corporate			4,065.04	4,065.04	923900	J706-0020-1014 Adjustment USD	Contractor - Brian Tronccone	OCT-2014
2,275	Other	Forecast & Budgeting-Corporate			4,145.40	4,145.40	923900	J706-0020-1014 Adjustment USD	Contractor - Process Consultant	OCT-2014
2,276	Other	Forecast & Budgeting-Corporate			4,528.58	4,528.58	923900	J034-0020-1014 Adjustment USD	TRUE-UP OF IT PREPAIDS	OCT-2014
2,277	Other	Forecast & Budgeting-Corporate			4,564.35	4,564.35	923900	J706-0020-1014 Adjustment USD	Contractor - Jim Elrod	OCT-2014
2,278	Other	Forecast & Budgeting-Corporate			4,625.60	4,625.60	923900	J706-0020-1014 Adjustment USD	Contractor - Daniel Lawson	OCT-2014
2,279	Other	Forecast & Budgeting-Corporate			4,730.88	4,730.88	923900	J706-0020-1014 Adjustment USD	Contractor - Josh Parker	OCT-2014
2,280	Other	Forecast & Budgeting-Corporate			4,956.16	4,956.16	923900	J706-0020-1014 Adjustment USD	Contractor - Josh Parker	OCT-2014
2,281	Other	Forecast & Budgeting-Corporate			5,145.00	5,145.00	923900	J706-0020-1014 Adjustment USD	Contractor - Mitchell Clay	OCT-2014
2,282	Other	Forecast & Budgeting-Corporate			5,198.16	5,198.16	923900	J706-0020-1014 Adjustment USD	Contractor - Jim Jackson	OCT-2014
2,283	Other	Forecast & Budgeting-Corporate			5,433.12	5,433.12	923900	J706-0020-1014 Adjustment USD	Contractor - Brad Davidson	OCT-2014
2,284	Other	Forecast & Budgeting-Corporate			(5,504.74)	(5,504.74)	923900	Reverses "J706-0020-0914 Adjustment USD	Contractor - John Yarbrough	OCT-2014
2,285	Other	Forecast & Budgeting-Corporate			5,597.76	5,597.76	923900	J706-0020-1014 Adjustment USD	Contractor - Venu Mothukuri	OCT-2014
2,286	Other	Forecast & Budgeting-Corporate			5,821.20	5,821.20	923900	J706-0020-1014 Adjustment USD	Contractor - Chris Kenner	OCT-2014
2,287	Other	Forecast & Budgeting-Corporate			5,950.56	5,950.56	923900	J706-0020-1014 Adjustment USD	Contractor - Brad Davidson	OCT-2014
2,288	Other	Forecast & Budgeting-Corporate			6,029.00	6,029.00	923900	J706-0020-1014 Adjustment USD	Contractor - John Yarbrough	OCT-2014
2,289	Other	Forecast & Budgeting-Corporate			6,088.50	6,088.50	923900	J706-0020-1014 Adjustment USD	Contractor - Gary Emmitt	OCT-2014
2,290	Other	Forecast & Budgeting-Corporate			6,615.00	6,615.00	923900	J706-0020-1014 Adjustment USD	Contractor - Ross Lister	OCT-2014
2,291	Other	Forecast & Budgeting-Corporate			6,971.91	6,971.91	923900	J034-0020-1014 Adjustment USD	Prepaid Taxes	OCT-2014
2,292	Other	Forecast & Budgeting-Corporate			9,219.84	9,219.84	923900	J706-0020-1014 Adjustment USD	Contractor - Krishna Nerusu	OCT-2014
2,293	Other	Forecast & Budgeting-Corporate			9,310.40	9,310.40	923900	J706-0020-1014 Adjustment USD	Contractor - John McCarty	OCT-2014
2,294	Other	Forecast & Budgeting-Corporate			11,025.00	11,025.00	923900	J706-0020-1014 Adjustment USD	Contractor - Ranjit Yarrapureddy	OCT-2014
2,295	Other	Forecast & Budgeting-Corporate			12,771.08	12,771.08	923900	J034-0020-1014 Adjustment USD	IT Prepaids	OCT-2014
2,296	Other	Forecast & Budgeting-Corporate			20,286.00	20,286.00	923900	J706-0020-1014 Adjustment USD	Contractor - Thomas Davis	OCT-2014
2,297	Other	Forecast & Budgeting-Corporate			85,145.08	85,145.08	923900	J034-0020-1014 Adjustment USD	IT Prepaids	OCT-2014
2,298	Other	Forecast & Budgeting-Corporate			98,434.93	98,434.93	923900	J034-0020-1014 Adjustment USD	IT Prepaids	OCT-2014
2,299	Other	Forecast & Budgeting-Corporate			140,890.52	140,890.52	923900	J034-0020-1014 Adjustment USD	IT Prepaids	OCT-2014
2,300	Other	Forecast & Budgeting-Corporate			327,162.85	327,162.85	923900	J034-0020-1014 Adjustment USD	IT Prepaids	OCT-2014
2,301	Other	FOREFRONT GROUP LLC, THE			1,487.76	1,487.76	923900	0304LGEKU	-THE FOREFRONT GROUP, LLC - CLEMENTS - CHARGES FOR TWO 2-DAY TRAINING SESSIONS, SIX INSTRUCTORS, TRAVEL & EXPENSES - INVOICE #0304LGEKU	MAR-2014
2,302	Other	FOREFRONT GROUP LLC, THE			3,733.71	3,733.71	923900	0304LGEKU	-THE FOREFRONT GROUP, LLC - CLEMENTS - CHARGES FOR TWO 2-DAY TRAINING SESSIONS, SIX INSTRUCTORS, TRAVEL & EXPENSES - INVOICE #0304LGEKU	MAR-2014
2,303	Other	FOREFRONT GROUP LLC, THE			7,651.32	7,651.32	923900	0304LGEKU	-THE FOREFRONT GROUP, LLC - CLEMENTS - CHARGES FOR TWO 2-DAY TRAINING SESSIONS, SIX INSTRUCTORS, TRAVEL & EXPENSES - INVOICE #0304LGEKU	MAR-2014
2,304	Other	FOREFRONT GROUP LLC, THE			580.00	580.00	923900	053014LGEKU	-THE FOREFRONT GROUP - 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

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
2,305	Other	FOREFRONT GROUP LLC, THE			712.69	712.69	923900 053014LGEKU		-THE FOREFRONT GROUP - 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
2,306	Other	FOREFRONT GROUP LLC, THE			7,600.60	7,600.60	923900 053014LGEKU		-THE FOREFRONT GROUP - 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
2,307	Other	FOREFRONT GROUP LLC, THE			1,485.00	1,485.00	923900 082814LGEKU		CAREER DEVELOPMENT PROGRAM, PROJECT LAUNCH/SCHEDULE DEVELOPMENT (T	OCT-2014
2,308	Other	GARDA GLOBAL			1,573.44	1,573.44	923900 29-OCT-2014 06:10 SERV		-GARDA CL #474172	OCT-2014
2,309	Other	GARTNER INC			11,159.04	11,159.04	923900 860872		- Enterprise IT Leaders Security and Management membership (02/2014 - 01/2015)	FEB-2014
2,310	Other	GARTNER INC			89,272.29	89,272.29	923900 860872		- Enterprise IT Leaders Security and Management membership (02/2014 - 01/2015)	FEB-2014
2,311	Other	GFS MARKETPLACE			77.14	77.14	923900 31-DEC-2013 11:12 SERV		-GFS MKTPLC #0543 #426472	DEC-2013
2,312	Other	GLOBAL INDUSTRIAL			270.05	270.05	923900 31-DEC-2013 11:12 SERV		-GIH*GLOBALINDUSTRIALEQ #426472	DEC-2013
2,313	Other	GROUPWARE SOLUTIONS INC			12,275.55	12,275.55	923900 5137		-Temporary IT Resource - Leo Romero	NOV-2013
2,314	Other	GROUPWARE SOLUTIONS INC			10,141.20	10,141.20	923900 5196		-Temporary IT Resource - Leo Romero	DEC-2013
2,315	Other	GROUPWARE SOLUTIONS INC			10,674.45	10,674.45	923900 5297		-Temporary IT Resource - Leo Romero	JAN-2014
2,316	Other	GROUPWARE SOLUTIONS INC			11,742.30	11,742.30	923900 5323		-Temporary IT Resource - Leo Romero	FEB-2014
2,317	Other	GROUPWARE SOLUTIONS INC			10,674.72	10,674.72	923900 5382		-Temporary IT Resource - Leo Romero	MAR-2014
2,318	Other	GROUPWARE SOLUTIONS INC			11,208.46	11,208.46	923900 5489		-Temporary IT Resource - Leo Romero	APR-2014
2,319	Other	GROUPWARE SOLUTIONS INC			749.70	749.70	923900 5674		-Temporary IT Resource - Raymond Phillips	JUN-2014
2,320	Other	GROUPWARE SOLUTIONS INC			29.36	29.36	923900 5688		-Mileage	JUL-2014
2,321	Other	GROUPWARE SOLUTIONS INC			3,704.40	3,704.40	923900 5688		-Temporary IT Resource - Raymond Phillips	JUL-2014
2,322	Other	GROUPWARE SOLUTIONS INC			3,351.60	3,351.60	923900 5741		-Temporary IT Resource - Raymond Phillips	AUG-2014
2,323	Other	GROUPWARE SOLUTIONS INC			3,704.40	3,704.40	923900 5802		-Temporary IT Resource - Raymond Phillips	SEP-2014
2,324	Other	GROUPWARE SOLUTIONS INC			1,587.60	1,587.60	923900 5874		-Temporary IT Resource - Raymond Phillips	OCT-2014
2,325	Other	GUY BROWN			7.09	7.09	923900 29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#977611 #388752	APR-2014
2,326	Other	GUY BROWN			7.39	7.39	923900 29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#977611 #388752	APR-2014
2,327	Other	GUY BROWN			7.57	7.57	923900 29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#977611 #388752	APR-2014
2,328	Other	GUY BROWN			7.58	7.58	923900 29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#977611 #388752	APR-2014
2,329	Other	GUY BROWN			10.33	10.33	923900 29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#977611 #388752	APR-2014
2,330	Other	GUY BROWN			1.79	1.79	923900 29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#988443 #388752	APR-2014
2,331	Other	GUY BROWN			1.87	1.87	923900 29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#988443 #388752	APR-2014
2,332	Other	GUY BROWN			1.91	1.91	923900 29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#988443 #388752	APR-2014
2,333	Other	GUY BROWN			1.92	1.92	923900 29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#988443 #388752	APR-2014
2,334	Other	GUY BROWN			2.61	2.61	923900 29-APR-2014 14:04 SERV		-GUY BROWN PD*IN#988443 #388752	APR-2014
2,335	Other	GUY BROWN			22.82	22.82	923900 29-MAY-2014 11:05 SERV		-GUY BROWN PD*IN#369953 #388752	MAY-2014
2,336	Other	GUY BROWN			23.51	23.51	923900 29-MAY-2014 11:05 SERV		-GUY BROWN PD*IN#369953 #388752	MAY-2014
2,337	Other	GUY BROWN			23.51	23.51	923900 29-MAY-2014 11:05 SERV		-GUY BROWN PD*IN#369953 #388752	MAY-2014
2,338	Other	GUY BROWN			24.34	24.34	923900 29-MAY-2014 11:05 SERV		-GUY BROWN PD*IN#369953 #388752	MAY-2014
2,339	Other	GUY BROWN			31.12	31.12	923900 29-MAY-2014 11:05 SERV		-GUY BROWN PD*IN#369953 #388752	MAY-2014
2,340	Other	GUY BROWN			1.09	1.09	923900 29-MAY-2014 11:05 SERV		-GUY BROWN PD*IN#388377 #388752	MAY-2014
2,341	Other	GUY BROWN			1.13	1.13	923900 29-MAY-2014 11:05 SERV		-GUY BROWN PD*IN#388377 #388752	MAY-2014
2,342	Other	GUY BROWN			1.13	1.13	923900 29-MAY-2014 11:05 SERV		-GUY BROWN PD*IN#388377 #388752	MAY-2014
2,343	Other	GUY BROWN			1.16	1.16	923900 29-MAY-2014 11:05 SERV		-GUY BROWN PD*IN#388377 #388752	MAY-2014
2,344	Other	GUY BROWN			1.49	1.49	923900 29-MAY-2014 11:05 SERV		-GUY BROWN PD*IN#388377 #388752	MAY-2014
2,345	Other	HAMMOND, JEFFREY DALE			(81.73)	(81.73)	923900 280737		-Miscellaneous	SEP-2014
2,346	Other	HAY GROUP INC			2,205.00	2,205.00	923900 29-SEP-2014 11:09 SERV		-HAY GROUP INC #422034	OCT-2014
2,347	Other	HEALTH MANAGEMENT SYSTEMS INC			2,718.10	2,718.10	923900 009328		-2013 Spouse Audit, Invoice #009328	DEC-2013
2,348	Other	HEALTH MANAGEMENT SYSTEMS INC			6,110.29	6,110.29	923900 010778		-2013 Spouse Audit, Invoice #010778	DEC-2013
2,349	Other	HENDERSON SERVICES LLC			133.43	133.43	923900 133811		Henderson Services - Install 3 dedicated circuits (Simpsonville) Invoice # 13-3811	NOV-2013
2,350	Other	HENDERSON SERVICES LLC			799.50	799.50	923900 133811		-Henderson Services - Install 3 dedicated circuits (Simpsonville) Invoice # 13-3811	NOV-2013
2,351	Other	HENDERSON SERVICES LLC			112.47	112.47	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
2,352	Other	HENDERSON SERVICES LLC			91.55	91.55	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
2,353	Other	HENDERSON SERVICES LLC			61.04	61.04	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
2,354	Other	HENDERSON SERVICES LLC			285.62	285.62	923900 134141		-HENDERSON SERVICES - REPAIR 3 POLE LIGHTS AND 2 WALLPACKS @ SIMPSONVILLE AS PER INV 13-4141 DATED 12/27/2013	JAN-2014
2,355	Other	HOGAN CONSULTING GROUP INC			13,903.75	13,903.75	923900 9084		-COD ECS	SEP-2014
2,356	Other	HONEYBAKED HAM			116.33	116.33	923900 31-DEC-2013 11:12 SERV		-HONEYBAKED-HAM #0021 #426472	DEC-2013
2,357	Other	HQ CATERING			2,373.37	2,373.37	923900 27-FEB-2014 13:02 SERV		-AVI HQ CATERING #436158	FEB-2014
2,358	Other	HQ CATERING			3,037.02	3,037.02	923900 27-FEB-2014 13:02 SERV		-AVI HQ CATERING #436158	FEB-2014
2,359	Other	HQ CATERING			5,702.33	5,702.33	923100 31-DEC-2013 11:12 SERV		-AVI HQ CATERING #436158	FEB-2014
2,360	Other	HQ CATERING			2,481.79	2,481.79	923900 27-MAR-2014 12:03 SERV		-AVI HQ CATERING #436158	MAR-2014
2,361	Other	HQ CATERING			5,657.00	5,657.00	923100 27-SEP-2013 15:09 SERV		-AVI HQ CATERING #436158	MAR-2014
2,362	Other	HQ CATERING			7,100.26	7,100.26	923100 27-SEP-2013 15:09 SERV		-AVI HQ CATERING #436158	MAR-2014
2,363	Other	HQ CATERING			2,608.79	2,608.79	923900 29-APR-2014 14:04 SERV		-AVI HQ CATERING #436158	APR-2014
2,364	Other	HQ CATERING			3,350.79	3,350.79	923900 27-JUN-2014 13:06 SERV		-AVI HQ CATERING #436158	JUN-2014
2,365	Other	HQ CATERING			2,417.34	2,417.34	923900 27-AUG-2014 13:08 SERV		-AVI HQ CATERING #436158	AUG-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
2,366	Other	HQ CATERING			2,625.37	2,625.37	923900	27-AUG-2014 13:08 SERV	-AVI HQ CATERING #436158	AUG-2014
2,367	Other	HQ CATERING			3,086.40	3,086.40	923900	27-AUG-2014 13:08 SERV	-AVI HQ CATERING #436158	AUG-2014
2,368	Other	HQ CATERING			2,638.18	2,638.18	923900	29-OCT-2014 06:10 SERV	-AVI HQ CATERING #436158	OCT-2014
2,369	Other	HQ CATERING			2,502.57	2,502.57	923900	29-SEP-2014 11:09 SERV	-AVI HQ CATERING #436158	OCT-2014
2,370	Other	HR LINK GROUP INC			2,022.62	2,022.62	923900	14885	-Temporary IT Resources (Ravi Arusam - Award Rec)	NOV-2013
2,371	Other	HR LINK GROUP INC			1,618.10	1,618.10	923900	14902	-Temporary IT Resources (Ravi Arusam - Award Rec)	DEC-2013
2,372	Other	HR LINK GROUP INC			809.05	809.05	923900	14942	-Temporary IT Resources (Ravi Arusam - Award Rec)	JAN-2014
2,373	Other	HR LINK GROUP INC			2,831.67	2,831.67	923900	14985	-Temporary IT Resources (Ravi Arusam - Award Rec)	FEB-2014
2,374	Other	HR LINK GROUP INC			4,449.76	4,449.76	923900	15023	-Temporary IT Resources (Ravi Arusam - Award Rec)	MAR-2014
2,375	Other	HR LINK GROUP INC			8,090.48	8,090.48	923900	15071	-Temporary IT Resources (Ravi Arusam - Award Rec)	APR-2014
2,376	Other	HUMAN SYSTEMS TECHNOLOGY			281.75	281.75	923900	0614LGE4097	-Human Systems Technology Corporation invoice number 06-14-LGE-4097, dated June 2, 2014, in amount of \$1150.00 for professional services retainer fee.	JUN-2014
2,377	Other	INTERLOC SOLUTIONS INC			442.82	442.82	923900	4232	-Expenses (not to exceed)	NOV-2013
2,378	Other	INTERLOC SOLUTIONS INC			4,080.41	4,080.41	923900	4266	-Amendment 1 Additional 104 hours @ \$145.00 per hour	DEC-2013
2,379	Other	INTERLOC SOLUTIONS INC			5,100.52	5,100.52	923900	4266	-Maximo 7.5 Application Support (Estimated 160 hours @ \$145/hour)	DEC-2013
2,380	Other	INTERLOC SOLUTIONS INC			2.22	2.22	923900	4304	-Expenses (not to exceed)	JAN-2014
2,381	Other	INTERLOC SOLUTIONS INC			2,550.26	2,550.26	923900	4304	-Amendment 1 Additional 104 hours @ \$145.00 per hour	JAN-2014
2,382	Other	IRISE			2,450.00	2,450.00	923900	20116	-Training - 2 iRise Experienced (up to 5 attendees) (4 days), Project Mentoring (16 days), iRise Visualization Library - iDoc (10 days)	JUN-2014
2,383	Other	IVEY MECHANICAL LLC			332.14	332.14	923900	KY43616	-Ivey Mechanical-Invoice 43616 dated 10/25/2013: Simpsonville: Rebuild Spare AHU motor for 4/5 Return Fans: LABOR	NOV-2013
2,384	Other	IVEY MECHANICAL LLC			341.28	341.28	923900	KY46941	-IVEY MECHANICAL -SIMPSONVILLE - REPLACED CONTROL TRANSFORMER ON TOWER #2; INV KY46941 DATED 11/27/2013	DEC-2013
2,385	Other	IVEY MECHANICAL LLC			6,875.00	6,875.00	923900	KY47265	-IVEY MECHANICAL - REPLACEMENT OF HEAT EXCHANGER PLATES AS PER INV KY47265 DATED 12/19/2013	DEC-2013
2,386	Other	IVEY MECHANICAL LLC			551.50	551.50	923900	KY49959	-Ivey Mechanical - Inv #KY 49959	MAY-2014
2,387	Other	J Y LEGNER ASSOCIATES INC			3,755.70	3,755.70	923900	14152	-Fire Test System @ BOC	NOV-2013
2,388	Other	J Y LEGNER ASSOCIATES INC			4,636.95	4,636.95	923900	14331	-J Y LEGNER - CONTRACTED SERVICES FROM WEEK OF OCT 27TH THROUGH WEEK OF NOV 17TH AS PER INV 14331	NOV-2013
2,389	Other	J Y LEGNER ASSOCIATES INC			(3,756.00)	(3,756.00)	923900	Reverses *J703-0020-1013 Adjustment USD	J Y LEGNER ASSOCIATES INC	NOV-2013
2,390	Other	J Y LEGNER ASSOCIATES INC			981.56	981.56	923900	13396	-Invoice for contractor services of Teri Reid	DEC-2013
2,391	Other	J Y LEGNER ASSOCIATES INC			1,905.28	1,905.28	923900	14440	-Lori Douglas - Environmental Department	DEC-2013
2,392	Other	J Y LEGNER ASSOCIATES INC			2,066.83	2,066.83	923900	15050	-Lori Douglas - Environmental Affairs	FEB-2014
2,393	Other	J Y LEGNER ASSOCIATES INC			855.27	855.27	923900	15063	-Pay J.Y. Legner Associates Invoice #15063 for Administrative Support 1/30/2014 - 2/23/2014	FEB-2014
2,394	Other	J Y LEGNER ASSOCIATES INC			1,242.34	1,242.34	923900	14892	-Pay J.Y. Legner Associates, Inc Invoice #14892 for Assistant Support 12/23/2013 - 01/14/2014	MAR-2014
2,395	Other	J Y LEGNER ASSOCIATES INC			516.31	516.31	923900	15393	-Technical Temporary Staffing as a result of Bid Process - for Lori Douglas - Environmental Affairs Dept.	APR-2014
2,396	Other	J Y LEGNER ASSOCIATES INC			1,701.91	1,701.91	923900	15405	-Pay J.Y. Legner Associates, Inc. Invoice #15405 for Assistant Support for 3/24/2014 - 4/20/2014	MAY-2014
2,397	Other	J Y LEGNER ASSOCIATES INC			1,970.27	1,970.27	923900	15574	-Technical Temporary Staffing as a result of Bid Process - Lori Douglas - Environmental Affairs	MAY-2014
2,398	Other	J Y LEGNER ASSOCIATES INC			472.75	472.75	923900	15586	-Pay J.Y. Legner Associates, Inc. Invoice #15586 for Assistant Support 4/21/2014 - 4/25/2014	MAY-2014
2,399	Other	J Y LEGNER ASSOCIATES INC			87.61	87.61	923900	15422	-INVOICE (15422) for part-time contractor	JUN-2014
2,400	Other	J Y LEGNER ASSOCIATES INC			2,628.38	2,628.38	923900	15603	-JY Legner invoice (15603) for Part-time worker Bob Wagoner	JUN-2014
2,401	Other	J Y LEGNER ASSOCIATES INC			2,102.71	2,102.71	923900	15760	-JY Legner invoice 15760 for part-time work for bob Wagoner	JUL-2014
2,402	Other	J Y LEGNER ASSOCIATES INC			1,547.62	1,547.62	923900	15902	-Lori Douglas - invoice number 15902	JUL-2014
2,403	Other	J Y LEGNER ASSOCIATES INC			2,102.71	2,102.71	923900	15929	-JY legner Invoice # 15929 for contractor Bob Wagoner	JUL-2014
2,404	Other	J Y LEGNER ASSOCIATES INC			2,628.38	2,628.38	923900	16105	-JY Legner invoice #16105 for contractor Bob Wagoner for scanning project	AUG-2014
2,405	Other	J Y LEGNER ASSOCIATES INC			2,102.71	2,102.71	923900	16241	-JY Legner Invoice # 16241 for contractor Bob Wagoner weeks 8/31, 9/7, 9/14, 9/21/14	SEP-2014
2,406	Other	J&J LEASING & RENTALS INC			92.94	92.94	923900	29-JUL-2014 13:07 SERV	-J&J LEASING&RENTALS INC #419873	JUL-2014
2,407	Other	JACKSON, AUDREY KEITH			(34.88)	(34.88)	923900	257570	-Parking	MAY-2014
2,408	Other	JAY MAY PHOTOGRAPHY			202.55	202.55	923900	508	-Jay May Photography invoice #508 for photo coverage of leadership diversity training 9-17-13.	DEC-2013
2,409	Other	JAY MAY PHOTOGRAPHY			147.00	147.00	923900	543	-Jay May Photography 9th & Broadway - Invoice 543	JUN-2014
2,410	Other	JOHN CONTI COFFEE INC			53.80	53.80	923900	30-JAN-2014 09:01 SERV	-JOHN CONTI COFFEE INC #426472	JAN-2014
2,411	Other	JOHN CONTI COFFEE INC			321.78	321.78	923900	30-JAN-2014 09:01 SERV	-JOHN CONTI COFFEE INC #426472	JAN-2014
2,412	Other	JONES, RON			550.00	550.00	923900	015	-LEGAL CONFERENCE	JUN-2014
2,413	Other	KC WELLNESS INC			70.33	70.33	923900	30-JAN-2014 09:01 SERV	-KC WELLNESS #419006	JAN-2014
2,414	Other	KC WELLNESS INC			4,704.52	4,704.52	923900	30-JAN-2014 09:01 SERV	-KC WELLNESS #419006	JAN-2014
2,415	Other	KC WELLNESS INC			145.92	145.92	923900	30-JAN-2014 09:01 SERV	-KC WELLNESS INC #419006	JAN-2014
2,416	Other	KC WELLNESS INC			8,270.30	8,270.30	923900	30-JAN-2014 09:01 SERV	-KC WELLNESS INC #419006	JAN-2014
2,417	Other	KC WELLNESS INC			65.97	65.97	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,418	Other	KC WELLNESS INC			95.57	95.57	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,419	Other	KC WELLNESS INC			(133.43)	(133.43)	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,420	Other	KC WELLNESS INC			156.73	156.73	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,421	Other	KC WELLNESS INC			374.15	374.15	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,422	Other	KC WELLNESS INC			1,671.81	1,671.81	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,423	Other	KC WELLNESS INC			4,205.09	4,205.09	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,424	Other	KC WELLNESS INC			6,725.58	6,725.58	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,425	Other	KC WELLNESS INC			9,540.74	9,540.74	923900	27-FEB-2014 13:02 SERV	-KC WELLNESS INC #419006	FEB-2014
2,426	Other	KC WELLNESS INC			301.47	301.47	923900	27-MAR-2014 12:03 SERV	-KC WELLNESS INC #419006	MAR-2014
2,427	Other	KC WELLNESS INC			505.21	505.21	923900	27-MAR-2014 12:03 SERV	-KC WELLNESS INC #419006	MAR-2014
2,428	Other	KC WELLNESS INC			3,952.48	3,952.48	923900	27-MAR-2014 12:03 SERV	-KC WELLNESS INC #419006	MAR-2014
2,429	Other	KC WELLNESS INC			4,401.52	4,401.52	923900	27-MAR-2014 12:03 SERV	-KC WELLNESS INC #419006	MAR-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
2,430	Other	KC WELLNESS INC			10,383.32	10,383.32	923900	27-MAR-2014 12:03 SERV	-KC WELLNESS INC #419006	MAR-2014
2,431	Other	KC WELLNESS INC			29.58	29.58	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,432	Other	KC WELLNESS INC			54.42	54.42	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,433	Other	KC WELLNESS INC			295.34	295.34	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,434	Other	KC WELLNESS INC			310.78	310.78	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,435	Other	KC WELLNESS INC			390.04	390.04	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,436	Other	KC WELLNESS INC			1,578.00	1,578.00	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,437	Other	KC WELLNESS INC			2,921.29	2,921.29	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,438	Other	KC WELLNESS INC			4,964.12	4,964.12	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,439	Other	KC WELLNESS INC			5,384.38	5,384.38	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,440	Other	KC WELLNESS INC			11,786.62	11,786.62	923900	29-APR-2014 14:04 SERV	-KC WELLNESS INC #419006	APR-2014
2,441	Other	KC WELLNESS INC			117.75	117.75	923900	3019	-FUNDING OF GIFT CARDS 2014	JUN-2014
2,442	Other	KC WELLNESS INC			737.45	737.45	923900	29-JUL-2014 13:07 SERV	-KC WELLNESS INC #419006	JUL-2014
2,443	Other	KC WELLNESS INC			30.53	30.53	923900	29-MAY-2014 11:05 SERV	-KC WELLNESS INC #419006	JUL-2014
2,444	Other	KC WELLNESS INC			33.47	33.47	923900	29-MAY-2014 11:05 SERV	-KC WELLNESS INC #419006	JUL-2014
2,445	Other	KC WELLNESS INC			763.26	763.26	923900	29-MAY-2014 11:05 SERV	-KC WELLNESS INC #419006	JUL-2014
2,446	Other	KC WELLNESS INC			2,142.12	2,142.12	923900	29-MAY-2014 11:05 SERV	-KC WELLNESS INC #419006	JUL-2014
2,447	Other	KC WELLNESS INC			(793.80)	(793.80)	923900	29-MAY-2014 11:05 SERV	-KC WELLNESS INC #419006	AUG-2014
2,448	Other	KC WELLNESS INC			793.80	793.80	923900	29-MAY-2014 11:05 SERV	-KC WELLNESS INC #419006	AUG-2014
2,449	Other	KC WELLNESS INC			(2,175.60)	(2,175.60)	923900	29-MAY-2014 11:05 SERV	-KC WELLNESS INC #419006	AUG-2014
2,450	Other	KC WELLNESS INC			2,175.60	2,175.60	923900	29-MAY-2014 11:05 SERV	-KC WELLNESS INC #419006	AUG-2014
2,451	Other	KC WELLNESS INC			245.00	245.00	923900	29-SEP-2014 11:09 SERV	-KC WELLNESS INC #624552	OCT-2014
2,452	Other	KC WELLNESS INC			1,776.25	1,776.25	923900	29-SEP-2014 11:09 SERV	-KC WELLNESS INC #624552	OCT-2014
2,453	Other	KELLY MITCHELL GROUP INC			2,435.44	2,435.44	923900	59172	-Temporary IT Resource (Brian Kelton)	NOV-2013
2,454	Other	KELLY MITCHELL GROUP INC			2,103.36	2,103.36	923900	70178	-Temporary IT Resource (Brian Kelton)	DEC-2013
2,455	Other	KELLY MITCHELL GROUP INC			2,186.24	2,186.24	923900	71231	-Temporary IT Resource (Brian Kelton)	JAN-2014
2,456	Other	KELLY MITCHELL GROUP INC			2,435.44	2,435.44	923900	72381	-Temporary IT Resource (Brian Kelton)	FEB-2014
2,457	Other	KELLY MITCHELL GROUP INC			36.98	36.98	923900	72382	-Mileage	FEB-2014
2,458	Other	KELLY MITCHELL GROUP INC			2,522.40	2,522.40	923900	72382	-Temporary IT Resource - Clinton Bartley	FEB-2014
2,459	Other	KELLY MITCHELL GROUP INC			2,214.02	2,214.02	923900	73085	-Temporary IT Resource (Brian Kelton)	MAR-2014
2,460	Other	KELLY MITCHELL GROUP INC			2,183.57	2,183.57	923900	74518	-Temporary IT Resource (Brian Kelton)	APR-2014
2,461	Other	KELLY MITCHELL GROUP INC			1,865.92	1,865.92	923900	77569	-Temporary IT Resource (Brian Kelton)	MAY-2014
2,462	Other	KENTUCKY CHAMBER OF COMMERCE			5,922.61	5,922.61	923100	65417	-PROFESSIONAL SERVICES	JUN-2014
2,463	Other	KENTUCKY FAMILY PRACTICE			36.75	36.75	923900	27-JUN-2014 13:06 SERV	-KENTUCKY FAMILY PRACTICE, #424071	JUN-2014
2,464	Other	KENTUCKY PRESS ASSN			109.93	109.93	923900	KENTUC112013	-Kentucky Press Assoc. 2014 Directory - KPA 2014 Directory Advertising	DEC-2013
2,465	Other	KENTUCKY PRESS ASSN			(109.92)	(109.92)	923900	KENTUC112013	-Kentucky Press Assoc. 2014 Directory - KPA 2014 Directory Advertising	MAR-2014
2,466	Other	KENTUCKY STATE TREASURER			2.39	2.39	923900	02-DEC-2013 09:28KY U	-37891/3560540/1	NOV-2013
2,467	Other	KENTUCKY STATE TREASURER			15.77	15.77	923900	02-DEC-2013 09:28KY U	-69823/131700/1	NOV-2013
2,468	Other	KENTUCKY STATE TREASURER			17.58	17.58	923100	02-DEC-2013 09:28KY U	-70164/27-NOV-2013 11:11 SERV/1	NOV-2013
2,469	Other	KENTUCKY STATE TREASURER			26.57	26.57	923900	02-DEC-2013 09:28KY U	-72209/4232/1	NOV-2013
2,470	Other	KENTUCKY STATE TREASURER			29.65	29.65	923900	02-DEC-2013 09:28KY U	-73018/11095/1	NOV-2013
2,471	Other	KENTUCKY STATE TREASURER			33.51	33.51	923900	02-DEC-2013 09:28KY U	-20599/087128/2	NOV-2013
2,472	Other	KENTUCKY STATE TREASURER			74.97	74.97	923900	02-DEC-2013 09:28KY U	-37894/42508/1	NOV-2013
2,473	Other	KENTUCKY STATE TREASURER			81.00	81.00	923900	02-DEC-2013 09:28KY U	-37894/42508/1	NOV-2013
2,474	Other	KENTUCKY STATE TREASURER			306.03	306.03	923900	02-DEC-2013 09:28KY U	-72209/4232/1	NOV-2013
2,475	Other	KENTUCKY STATE TREASURER			0.42	0.42	923900	02-JAN-2014 10:51KY U	-17107/4413/1	DEC-2013
2,476	Other	KENTUCKY STATE TREASURER			0.42	0.42	923900	02-JAN-2014 10:51KY U	-17107/4414/1	DEC-2013
2,477	Other	KENTUCKY STATE TREASURER			0.74	0.74	923900	02-JAN-2014 10:51KY U	-19907/51316675001/1	DEC-2013
2,478	Other	KENTUCKY STATE TREASURER			1.41	1.41	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,479	Other	KENTUCKY STATE TREASURER			1.41	1.41	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,480	Other	KENTUCKY STATE TREASURER			1.44	1.44	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,481	Other	KENTUCKY STATE TREASURER			6.54	6.54	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,482	Other	KENTUCKY STATE TREASURER			8.21	8.21	923100	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,483	Other	KENTUCKY STATE TREASURER			9.52	9.52	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,484	Other	KENTUCKY STATE TREASURER			9.53	9.53	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,485	Other	KENTUCKY STATE TREASURER			10.17	10.17	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,486	Other	KENTUCKY STATE TREASURER			10.23	10.23	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,487	Other	KENTUCKY STATE TREASURER			11.62	11.62	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,488	Other	KENTUCKY STATE TREASURER			15.39	15.39	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,489	Other	KENTUCKY STATE TREASURER			15.47	15.47	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,490	Other	KENTUCKY STATE TREASURER			16.20	16.20	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,491	Other	KENTUCKY STATE TREASURER			20.35	20.35	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,492	Other	KENTUCKY STATE TREASURER			26.76	26.76	923900	02-JAN-2014 10:51KY U	-17107/4414/1	DEC-2013
2,493	Other	KENTUCKY STATE TREASURER			29.70	29.70	923900	02-JAN-2014 10:51KY U	-15250/176686/1	DEC-2013
2,494	Other	KENTUCKY STATE TREASURER			30.93	30.93	923900	02-JAN-2014 10:51KY U	-17107/4413/1	DEC-2013
2,495	Other	KENTUCKY STATE TREASURER			36.56	36.56	923900	02-JAN-2014 10:51KY U	-17107/4413/1	DEC-2013
2,496	Other	KENTUCKY STATE TREASURER			45.07	45.07	923900	02-JAN-2014 10:51KY U	-17270/24065/1	DEC-2013
2,497	Other	KENTUCKY STATE TREASURER			46.48	46.48	923900	02-JAN-2014 10:51KY U	-17107/4414/1	DEC-2013
2,498	Other	KENTUCKY STATE TREASURER			52.68	52.68	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013
2,499	Other	KENTUCKY STATE TREASURER			55.49	55.49	923900	02-JAN-2014 10:51KY U	-70164/31-DEC-2013 11:12 SERV/1	DEC-2013

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
2,500	Other	KENTUCKY STATE TREASURER			77.06	77.06	923900	02-JAN-2014 10:51KY U	-19907/51316675001/1	DEC-2013
2,501	Other	KENTUCKY STATE TREASURER			91.68	91.68	923900	02-JAN-2014 10:51KY U	-72997/1654/1	DEC-2013
2,502	Other	KENTUCKY STATE TREASURER			1,776.39	1,776.39	923900	02-JAN-2014 10:51KY U	-69346/C162300/1	DEC-2013
2,503	Other	KENTUCKY STATE TREASURER			2,766.53	2,766.53	923900	02-JAN-2014 10:51KY U	-15730/2013221002/1	DEC-2013
2,504	Other	KENTUCKY STATE TREASURER			5.18	5.18	923900	03-FEB-2014 09:57KY U	-72470/10069864-00/1	JAN-2014
2,505	Other	KENTUCKY STATE TREASURER			9.42	9.42	923900	03-FEB-2014 09:57KY U	-13450/12793H/1	JAN-2014
2,506	Other	KENTUCKY STATE TREASURER			13.39	13.39	923900	03-FEB-2014 09:57KY U	-70164/30-JAN-2014 09:01 SERV/1	JAN-2014
2,507	Other	KENTUCKY STATE TREASURER			17.14	17.14	923900	03-FEB-2014 09:57KY U	-70164/30-JAN-2014 09:01 SERV/1	JAN-2014
2,508	Other	KENTUCKY STATE TREASURER			90.71	90.71	923100	03-OCT-2013 14:05KY U	-15951/0099678IN/1	JAN-2014
2,509	Other	KENTUCKY STATE TREASURER			55.70	55.70	923900	01-MAR-2014 13:40KY U	-18908/185296/1	FEB-2014
2,510	Other	KENTUCKY STATE TREASURER			114.99	114.99	923900	01-MAR-2014 13:40KY U	-18908/185296/1	FEB-2014
2,511	Other	KENTUCKY STATE TREASURER			2.66	2.66	923900	01-APR-2014 12:46KY U	-15250/179561/1	MAR-2014
2,512	Other	KENTUCKY STATE TREASURER			3.90	3.90	923900	01-APR-2014 12:46KY U	-13450/14071B/1	MAR-2014
2,513	Other	KENTUCKY STATE TREASURER			8.14	8.14	923900	01-APR-2014 12:46KY U	-15250/179562/1	MAR-2014
2,514	Other	KENTUCKY STATE TREASURER			9.42	9.42	923900	01-APR-2014 12:46KY U	-13450/14091B/1	MAR-2014
2,515	Other	KENTUCKY STATE TREASURER			12.00	12.00	923900	01-APR-2014 12:46KY U	-13450/14048B/1	MAR-2014
2,516	Other	KENTUCKY STATE TREASURER			21.00	21.00	923900	01-APR-2014 12:46KY U	-13450/14107H/1	MAR-2014
2,517	Other	KENTUCKY STATE TREASURER			23.40	23.40	923900	01-APR-2014 12:46KY U	-13450/14077B/1	MAR-2014
2,518	Other	KENTUCKY STATE TREASURER			179.40	179.40	923900	01-APR-2014 12:46KY U	-70164/27-MAR-2014 12:03 SERV/1	MAR-2014
2,519	Other	KENTUCKY STATE TREASURER			0.06	0.06	923900	01-MAY-2014 09:44KY U	-24102/073381731/7	APR-2014
2,520	Other	KENTUCKY STATE TREASURER			0.06	0.06	923900	01-MAY-2014 09:44KY U	-24102/073381731/6	APR-2014
2,521	Other	KENTUCKY STATE TREASURER			0.08	0.08	923900	01-MAY-2014 09:44KY U	-24102/073381731/5	APR-2014
2,522	Other	KENTUCKY STATE TREASURER			0.14	0.14	923900	01-MAY-2014 09:44KY U	-24102/073228371/7	APR-2014
2,523	Other	KENTUCKY STATE TREASURER			0.14	0.14	923900	01-MAY-2014 09:44KY U	-24102/073381731/3	APR-2014
2,524	Other	KENTUCKY STATE TREASURER			0.15	0.15	923900	01-MAY-2014 09:44KY U	-24102/073228371/6	APR-2014
2,525	Other	KENTUCKY STATE TREASURER			0.15	0.15	923900	01-MAY-2014 09:44KY U	-24102/129913064/7	APR-2014
2,526	Other	KENTUCKY STATE TREASURER			0.16	0.16	923900	01-MAY-2014 09:44KY U	-24102/129913064/6	APR-2014
2,527	Other	KENTUCKY STATE TREASURER			0.19	0.19	923900	01-MAY-2014 09:44KY U	-24102/073228371/5	APR-2014
2,528	Other	KENTUCKY STATE TREASURER			0.20	0.20	923900	01-MAY-2014 09:44KY U	-24102/129913064/5	APR-2014
2,529	Other	KENTUCKY STATE TREASURER			0.28	0.28	923900	01-MAY-2014 09:44KY U	-24102/073381731/8	APR-2014
2,530	Other	KENTUCKY STATE TREASURER			0.35	0.35	923900	01-MAY-2014 09:44KY U	-24102/073228371/3	APR-2014
2,531	Other	KENTUCKY STATE TREASURER			0.37	0.37	923900	01-MAY-2014 09:44KY U	-24102/073381731/1	APR-2014
2,532	Other	KENTUCKY STATE TREASURER			0.38	0.38	923900	01-MAY-2014 09:44KY U	-24102/129913064/3	APR-2014
2,533	Other	KENTUCKY STATE TREASURER			0.54	0.54	923900	01-MAY-2014 09:44KY U	-24102/073381731/4	APR-2014
2,534	Other	KENTUCKY STATE TREASURER			0.68	0.68	923900	01-MAY-2014 09:44KY U	-24102/073228371/8	APR-2014
2,535	Other	KENTUCKY STATE TREASURER			0.71	0.71	923900	01-MAY-2014 09:44KY U	-24102/073381731/2	APR-2014
2,536	Other	KENTUCKY STATE TREASURER			0.73	0.73	923900	01-MAY-2014 09:44KY U	-24102/129913064/8	APR-2014
2,537	Other	KENTUCKY STATE TREASURER			0.90	0.90	923900	01-MAY-2014 09:44KY U	-24102/073228371/1	APR-2014
2,538	Other	KENTUCKY STATE TREASURER			0.98	0.98	923900	01-MAY-2014 09:44KY U	-24102/129913064/1	APR-2014
2,539	Other	KENTUCKY STATE TREASURER			1.31	1.31	923900	01-MAY-2014 09:44KY U	-24102/073228371/4	APR-2014
2,540	Other	KENTUCKY STATE TREASURER			1.42	1.42	923900	01-MAY-2014 09:44KY U	-24102/129913064/4	APR-2014
2,541	Other	KENTUCKY STATE TREASURER			1.74	1.74	923900	01-MAY-2014 09:44KY U	-24102/073228371/2	APR-2014
2,542	Other	KENTUCKY STATE TREASURER			1.88	1.88	923900	01-MAY-2014 09:44KY U	-24102/129913064/2	APR-2014
2,543	Other	KENTUCKY STATE TREASURER			4.50	4.50	923900	01-MAY-2014 09:44KY U	-13450/14145B/2	APR-2014
2,544	Other	KENTUCKY STATE TREASURER			26.70	26.70	923900	01-MAY-2014 09:44KY U	-24102/129913062/7	APR-2014
2,545	Other	KENTUCKY STATE TREASURER			28.05	28.05	923900	01-MAY-2014 09:44KY U	-24102/129913062/6	APR-2014
2,546	Other	KENTUCKY STATE TREASURER			35.26	35.26	923900	01-MAY-2014 09:44KY U	-24102/129913062/5	APR-2014
2,547	Other	KENTUCKY STATE TREASURER			51.34	51.34	923900	01-MAY-2014 09:44KY U	-18908/186443/1	APR-2014
2,548	Other	KENTUCKY STATE TREASURER			65.86	65.86	923900	01-MAY-2014 09:44KY U	-24102/129913062/3	APR-2014
2,549	Other	KENTUCKY STATE TREASURER			74.24	74.24	923900	01-MAY-2014 09:44KY U	-24102/129913061/7	APR-2014
2,550	Other	KENTUCKY STATE TREASURER			77.99	77.99	923900	01-MAY-2014 09:44KY U	-24102/129913061/6	APR-2014
2,551	Other	KENTUCKY STATE TREASURER			92.41	92.41	923900	01-MAY-2014 09:44KY U	-18908/186443/1	APR-2014
2,552	Other	KENTUCKY STATE TREASURER			98.01	98.01	923900	01-MAY-2014 09:44KY U	-24102/129913061/5	APR-2014
2,553	Other	KENTUCKY STATE TREASURER			127.07	127.07	923900	01-MAY-2014 09:44KY U	-24102/129913062/8	APR-2014
2,554	Other	KENTUCKY STATE TREASURER			169.22	169.22	923900	01-MAY-2014 09:44KY U	-24102/129913062/1	APR-2014
2,555	Other	KENTUCKY STATE TREASURER			183.10	183.10	923900	01-MAY-2014 09:44KY U	-24102/129913061/3	APR-2014
2,556	Other	KENTUCKY STATE TREASURER			245.59	245.59	923900	01-MAY-2014 09:44KY U	-24102/129913062/4	APR-2014
2,557	Other	KENTUCKY STATE TREASURER			325.06	325.06	923900	01-MAY-2014 09:44KY U	-24102/129913062/2	APR-2014
2,558	Other	KENTUCKY STATE TREASURER			353.27	353.27	923900	01-MAY-2014 09:44KY U	-24102/129913061/8	APR-2014
2,559	Other	KENTUCKY STATE TREASURER			470.47	470.47	923900	01-MAY-2014 09:44KY U	-24102/129913061/1	APR-2014
2,560	Other	KENTUCKY STATE TREASURER			682.77	682.77	923900	01-MAY-2014 09:44KY U	-24102/129913061/4	APR-2014
2,561	Other	KENTUCKY STATE TREASURER			903.72	903.72	923900	01-MAY-2014 09:44KY U	-24102/129913061/2	APR-2014
2,562	Other	KENTUCKY STATE TREASURER			3.29	3.29	923900	02-JUN-2014 22:58KY U	-16333/47610/2	MAY-2014
2,563	Other	KENTUCKY STATE TREASURER			5.66	5.66	923900	02-JUN-2014 22:58KY U	-67734/131400322141/1	MAY-2014
2,564	Other	KENTUCKY STATE TREASURER			40.80	40.80	923900	02-JUN-2014 22:58KY U	-13450/14182H/1	MAY-2014
2,565	Other	KENTUCKY STATE TREASURER			46.82	46.82	923900	02-JUN-2014 22:58KY U	-16333/47610/1	MAY-2014
2,566	Other	KENTUCKY STATE TREASURER			519.79	519.79	923900	02-JUN-2014 22:58KY U	-67734/131400322141/1	MAY-2014
2,567	Other	KENTUCKY STATE TREASURER			571.77	571.77	923900	02-JUN-2014 22:58KY U	-67734/131400426141/1	MAY-2014
2,568	Other	KENTUCKY STATE TREASURER			0.57	0.57	923900	01-AUG-2014 10:41KY U	-22891/29628/3	JUL-2014
2,569	Other	KENTUCKY STATE TREASURER			20.89	20.89	923900	01-AUG-2014 10:41KY U	-22891/29628/1	JUL-2014

LOUISVILLE GAS AND ELECTRIC 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
2,570	Other	KENTUCKY STATE TREASURER			30.94	30.94	923900	01-AUG-2014 10:41KY U	-73040/22111329/1	JUL-2014
2,571	Other	KENTUCKY STATE TREASURER			46.40	46.40	923900	01-AUG-2014 10:41KY U	-73040/22115000/1	JUL-2014
2,572	Other	KENTUCKY STATE TREASURER			56.88	56.88	923900	01-AUG-2014 10:41KY U	-18908/188171/1	JUL-2014
2,573	Other	KENTUCKY STATE TREASURER			70.56	70.56	923900	01-AUG-2014 10:41KY U	-15250/181846/1	JUL-2014
2,574	Other	KENTUCKY STATE TREASURER			103.13	103.13	923900	01-AUG-2014 10:41KY U	-73040/22111333/1	JUL-2014
2,575	Other	KENTUCKY STATE TREASURER			120.54	120.54	923900	01-AUG-2014 10:41KY U	-15730/2013221005/1	JUL-2014
2,576	Other	KENTUCKY STATE TREASURER			138.01	138.01	923900	01-AUG-2014 10:41KY U	-18908/188171/1	JUL-2014
2,577	Other	KENTUCKY STATE TREASURER			154.68	154.68	923900	01-AUG-2014 10:41KY U	-73040/22125673/1	JUL-2014
2,578	Other	KENTUCKY STATE TREASURER			(62.61)	(62.61)	923900	01-OCT-2012 08:19KY U	-39287/10019678-00/2	AUG-2014
2,579	Other	KENTUCKY STATE TREASURER			(112.90)	(112.90)	923900	01-OCT-2012 08:19KY U	-23023/962298246/1	AUG-2014
2,580	Other	KENTUCKY STATE TREASURER			3.24	3.24	923900	02-SEP-2014 13:17KY U	-20599/096727/1	AUG-2014
2,581	Other	KENTUCKY STATE TREASURER			5.88	5.88	923900	02-SEP-2014 13:17KY U	-20599/096728/1	AUG-2014
2,582	Other	KENTUCKY STATE TREASURER			42.34	42.34	923900	02-SEP-2014 13:17KY U	-19379/125045226884/1	AUG-2014
2,583	Other	KENTUCKY STATE TREASURER			49.84	49.84	923900	02-SEP-2014 13:17KY U	-18908/188748/1	AUG-2014
2,584	Other	KENTUCKY STATE TREASURER			126.90	126.90	923900	02-SEP-2014 13:17KY U	-18908/188748/1	AUG-2014
2,585	Other	KENTUCKY STATE TREASURER			51.62	51.62	923900	01-OCT-2014 11:08KY U	-18908/189329/1	SEP-2014
2,586	Other	KENTUCKY STATE TREASURER			106.25	106.25	923900	01-OCT-2014 11:08KY U	-18908/189329/1	SEP-2014
2,587	Other	KENTUCKY STATE TREASURER			0.30	0.30	923100	03-NOV-2014 13:51KY U	-60143/LGE360/3	OCT-2014
2,588	Other	KENTUCKY STATE TREASURER			0.34	0.34	923100	03-NOV-2014 13:51KY U	-60143/LGE360/4	OCT-2014
2,589	Other	KENTUCKY STATE TREASURER			5.99	5.99	923900	03-NOV-2014 13:51KY U	-15250/181225/1	OCT-2014
2,590	Other	KENTUCKY STATE TREASURER			9.55	9.55	923900	03-NOV-2014 13:51KY U	-70164/29-SEP-2014 11:09 SERV/1	OCT-2014
2,591	Other	KENTUCKY STATE TREASURER			(14.75)	(14.75)	923100	03-NOV-2014 13:51KY U	-60143/LGE360/2	OCT-2014
2,592	Other	KENTUCKY STATE TREASURER			(16.78)	(16.78)	923100	03-NOV-2014 13:51KY U	-60143/LGE360/2	OCT-2014
2,593	Other	KENTUCKY STATE TREASURER			19.50	19.50	923100	03-NOV-2014 13:51KY U	-60143/LGE360/1	OCT-2014
2,594	Other	KENTUCKY STATE TREASURER			22.19	22.19	923100	03-NOV-2014 13:51KY U	-60143/LGE360/1	OCT-2014
2,595	Other	KENTUCKY STATE TREASURER			30.28	30.28	923900	03-NOV-2014 13:51KY U	-17484/486090/1	OCT-2014
2,596	Other	KENTUCKY STATE TREASURER			35.19	35.19	923900	03-NOV-2014 13:51KY U	-17484/486087/1	OCT-2014
2,597	Other	KENTUCKY STATE TREASURER			40.68	40.68	923900	03-NOV-2014 13:51KY U	-20599/099740/1	OCT-2014
2,598	Other	KESTE LLC			2,533.31	2,533.31	923900	10684T	-Travel Expenses not to exceed \$20K	NOV-2013
2,599	Other	KESTE LLC			6,918.80	6,918.80	923900	10716	-Services for WLS Admin Support	DEC-2013
2,600	Other	KESTE LLC			8,895.60	8,895.60	923900	10777	-SOW for SOA Kickstart Program - Matt Smith	DEC-2013
2,601	Other	KESTE LLC			15,221.36	15,221.36	923900	10881	-Services for WLS Admin Support	DEC-2013
2,602	Other	KESTE LLC			768.84	768.84	923900	10697T	-Expenses	DEC-2013
2,603	Other	KESTE LLC			918.87	918.87	923900	10698T	-Travel Expenses	DEC-2013
2,604	Other	KESTE LLC			645.55	645.55	923900	10771T	-Expenses	DEC-2013
2,605	Other	KESTE LLC			599.21	599.21	923900	10925T	-Travel Expenses	DEC-2013
2,606	Other	KESTE LLC			14,232.96	14,232.96	923900	11065	-Services for WLS Admin Support	JAN-2014
2,607	Other	KESTE LLC			756.75	756.75	923900	11141T	-Travel Expenses	JAN-2014
2,608	Other	KESTE LLC			5,535.04	5,535.04	923900	11213	-Services for WLS Admin Support	FEB-2014
2,609	Other	KFORCE INC			7,500.00	7,500.00	923900	4890613	-Temporary IT Resource - Shakeel Mohammed	DEC-2013
2,610	Other	KFORCE INC			2,975.08	2,975.08	923900	4944211	-Temporary IT Resources (Jeff Tevlin - Award Rec)	FEB-2014
2,611	Other	KFORCE INC			5,202.53	5,202.53	923900	4945714	-Temporary IT Resource (Richard Mulders)	FEB-2014
2,612	Other	KFORCE INC			3,558.05	3,558.05	923900	4969909	-Temporary IT Resource (Richard Mulders)	MAR-2014
2,613	Other	KFORCE INC			71.41	71.41	923900	5000547	-Mileage	APR-2014
2,614	Other	KFORCE INC			2,033.17	2,033.17	923900	5000547	-Temporary IT Resource (Richard Mulders)	APR-2014
2,615	Other	KFORCE INC			1,406.24	1,406.24	923900	5025725	-Temporary IT Resource (Richard Mulders)	MAY-2014
2,616	Other	KFORCE INC			2,626.40	2,626.40	923900	5108966	-Temporary IT Resource - Saritha Pailla	AUG-2014
2,617	Other	KFORCE INC			1,960.00	1,960.00	923900	5111068	-Temporary IT Resource (Ranjit Yarrapureddy)	AUG-2014
2,618	Other	KFORCE INC			5,515.44	5,515.44	923900	5168248	-Temporary IT Resource - Saritha Pailla	OCT-2014
2,619	Other	KIZAN TECHNOLOGIES LLC			4,140.50	4,140.50	923900	K14698	-COD ECS Senior Resource - \$175 per hour	OCT-2014
2,620	Other	KLEIN BROS SAFE AND LOCK CO			197.50	197.50	923900	176596	-Pay Klein Bros. Safe & Lock Invoice #176596 for Electric Strike repair on main entrance at Simpsonville	NOV-2013
2,621	Other	KLEIN BROS SAFE AND LOCK CO			50.47	50.47	923900	176895	Klein Bros. Safe and Lock - Rekey IC Core Invoice #: 176895	NOV-2013
2,622	Other	KLEIN BROS SAFE AND LOCK CO			36.97	36.97	923100	27-NOV-2013 11:11 SERV	-KLEIN BROTHERS SAFE & LO #419295	NOV-2013
2,623	Other	KLEIN BROS SAFE AND LOCK CO			53.98	53.98	923100	27-NOV-2013 11:11 SERV	-KLEIN BROTHERS SAFE & LO #419295	NOV-2013
2,624	Other	KLEIN BROS SAFE AND LOCK CO			61.75	61.75	923100	27-NOV-2013 11:11 SERV	-KLEIN BROTHERS SAFE & LO #419295	NOV-2013
2,625	Other	KLEIN BROS SAFE AND LOCK CO			629.87	629.87	923100	27-NOV-2013 11:11 SERV	-KLEIN BROTHERS SAFE & LO #419295	NOV-2013
2,626	Other	KLEIN BROS SAFE AND LOCK CO			195.00	195.00	923900	176686	-Pay Klein Bros. Safe & Lock Invoice #176686 for Door Strike in Simpsonville	DEC-2013
2,627	Other	KLEIN BROS SAFE AND LOCK CO			495.00	495.00	923900	176686	-Pay Klein Bros. Safe & Lock Invoice #176686 for Door Strike in Simpsonville	DEC-2013
2,628	Other	KLEIN BROS SAFE AND LOCK CO			24.95	24.95	923900	176939	-Pay Klein Bros. Safe & Lock Invoice #176939 for core at AOC, Invoice #177005 for mortise repair at AOC, and Invoice #177052 for lever and install at AOC	DEC-2013
2,629	Other	KLEIN BROS SAFE AND LOCK CO			122.50	122.50	923900	177005	-Pay Klein Bros. Safe & Lock Invoice #176939 for core at AOC, Invoice #177005 for mortise repair at AOC, and Invoice #177052 for lever and install at AOC	DEC-2013
2,630	Other	KLEIN BROS SAFE AND LOCK CO			150.05	150.05	923900	177052	-Pay Klein Bros. Safe & Lock Invoice #176939 for core at AOC, Invoice #177005 for mortise repair at AOC, and Invoice #177052 for lever and install at AOC	DEC-2013
2,631	Other	KLEIN BROS SAFE AND LOCK CO			498.90	498.90	923900	177052	-Pay Klein Bros. Safe & Lock Invoice #176939 for core at AOC, Invoice #177005 for mortise repair at AOC, and Invoice #177052 for lever and install at AOC	DEC-2013
2,632	Other	KLEIN BROS SAFE AND LOCK CO			102.42	102.42	923100	31-DEC-2013 11:12 SERV	-KLEIN BROTHERS SAFE & LO #419295	DEC-2013
2,633	Other	KLEIN BROS SAFE AND LOCK CO			422.81	422.81	923100	31-DEC-2013 11:12 SERV	-KLEIN BROTHERS SAFE & LO #419295	DEC-2013
2,634	Other	KLEIN BROS SAFE AND LOCK CO			244.63	244.63	923900	177718	-Pay Klein Bros. Safe & Lock Invoice #177718 for Electric Strike for LG&E Building	JAN-2014
2,635	Other	KLEIN BROS SAFE AND LOCK CO			12.32	12.32	923100	30-JAN-2014 09:01 SERV	-KLEIN BROTHERS SAFE & LO #419295	JAN-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
2,636	Other	KLEIN BROS SAFE AND LOCK CO			12.73	12.73	923100	30-JAN-2014 09:01 SERV	-KLEIN BROTHERS SAFE & LO #419295	JAN-2014
2,637	Other	KLEIN BROS SAFE AND LOCK CO			72.86	72.86	923900	27-FEB-2014 13:02 SERV	-KLEIN BROTHERS SAFE & LO #031246	FEB-2014
2,638	Other	KLEIN BROS SAFE AND LOCK CO			12.32	12.32	923100	27-FEB-2014 13:02 SERV	-KLEIN BROTHERS SAFE & LO #419295	FEB-2014
2,639	Other	KLEIN BROS SAFE AND LOCK CO			12.33	12.33	923900	27-FEB-2014 13:02 SERV	-KLEIN BROTHERS SAFE & LO #419295	FEB-2014
2,640	Other	KLEIN BROS SAFE AND LOCK CO			44.35	44.35	923900	179561	-Pay Klein Bros. Safe & Lock Invoice #179562 for electric strike replacement at One Quality and Invoice #179561 lock repair at AOC -Pay Klein Bros. Safe & Lock Invoice #179562 for electric strike replacement at One Quality and Invoice #179561 lock repair at AOC	MAR-2014
2,641	Other	KLEIN BROS SAFE AND LOCK CO			135.65	135.65	923900	179562	-KLEIN BROTHERS SAFE & LO #419295	MAR-2014
2,642	Other	KLEIN BROS SAFE AND LOCK CO			2.80	2.80	923900	27-MAR-2014 12:03 SERV	-KLEIN BROTHERS SAFE & LO #419295	MAR-2014
2,643	Other	KLEIN BROS SAFE AND LOCK CO			12.33	12.33	923900	27-MAR-2014 12:03 SERV	-KLEIN BROTHERS SAFE & LO #419295	MAR-2014
2,644	Other	KLEIN BROS SAFE AND LOCK CO			489.26	489.26	923900	27-MAR-2014 12:03 SERV	-KLEIN BROTHERS SAFE & LO #419295	MAR-2014
2,645	Other	KLEIN BROS SAFE AND LOCK CO			250.00	250.00	923900	179910	-Pay Klein Bros. Safe & Lock Invoice #179910 for electrified lock replacement at BOC	APR-2014
2,646	Other	KLEIN BROS SAFE AND LOCK CO			795.00	795.00	923900	179910	-Pay Klein Bros. Safe & Lock Invoice #179910 for electrified lock replacement at BOC	APR-2014
2,647	Other	KLEIN BROS SAFE AND LOCK CO			12.33	12.33	923900	29-APR-2014 14:04 SERV	-KLEIN BROTHERS SAFE & LO #031246	APR-2014
2,648	Other	KLEIN BROS SAFE AND LOCK CO			369.91	369.91	923900	29-APR-2014 14:04 SERV	-KLEIN BROTHERS SAFE & LO #031246	APR-2014
2,649	Other	KLEIN BROS SAFE AND LOCK CO			49.32	49.32	923900	29-APR-2014 14:04 SERV	-KLEIN BROTHERS SAFE & LO #419295	APR-2014
2,650	Other	KLEIN BROS SAFE AND LOCK CO			56.96	56.96	923900	29-APR-2014 14:04 SERV	-KLEIN BROTHERS SAFE & LO #419295	APR-2014
2,651	Other	KLEIN BROS SAFE AND LOCK CO			128.82	128.82	923900	29-MAY-2014 11:05 SERV	-KLEIN BROTHERS SAFE & LO #419295	MAY-2014
2,652	Other	KLEIN BROS SAFE AND LOCK CO			17.50	17.50	923900	27-JUN-2014 13:06 SERV	-KLEIN BROTHERS SAFE & LO #419295	JUN-2014
2,653	Other	KLEIN BROS SAFE AND LOCK CO			30.62	30.62	923900	27-JUN-2014 13:06 SERV	-KLEIN BROTHERS SAFE & LO #419295	JUN-2014
2,654	Other	KLEIN BROS SAFE AND LOCK CO			244.75	244.75	923900	27-JUN-2014 13:06 SERV	-KLEIN BROTHERS SAFE & LO #419295	JUN-2014
2,655	Other	KLEIN BROS SAFE AND LOCK CO			90.62	90.62	923900	29-JUL-2014 13:07 SERV	-KLEIN BROTHERS SAFE & LO #031246	JUL-2014
2,656	Other	KLEIN BROS SAFE AND LOCK CO			51.89	51.89	923900	29-JUL-2014 13:07 SERV	-KLEIN BROTHERS SAFE & LO #419295	JUL-2014
2,657	Other	KLEIN BROS SAFE AND LOCK CO			1,176.00	1,176.00	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
2,658	Other	KLEIN BROS SAFE AND LOCK CO			30.63	30.63	923900	27-AUG-2014 13:08 SERV	-KLEIN BROTHERS SAFE & LO #419295	AUG-2014
2,659	Other	KLEIN BROS SAFE AND LOCK CO			98.00	98.00	923900	27-AUG-2014 13:08 SERV	-KLEIN BROTHERS SAFE & LO #419295	AUG-2014
2,660	Other	KLEIN BROS SAFE AND LOCK CO			115.00	115.00	923900	182284	-Pay Klein Bros. Safe & Lock Invoice #182284 replace door at ESC and Invoice #182397 replace door strike in lobby at BOC	AUG-2014
2,661	Other	KLEIN BROS SAFE AND LOCK CO			790.00	790.00	923900	182284	-Pay Klein Bros. Safe & Lock Invoice #182284 replace door at ESC and Invoice #182397 replace door strike in lobby at BOC	AUG-2014
2,662	Other	KLEIN BROS SAFE AND LOCK CO			615.00	615.00	923900	182397	-Pay Klein Bros. Safe & Lock Invoice #182284 replace door at ESC and Invoice #182397 replace door strike in lobby at BOC	AUG-2014
2,663	Other	KLEIN BROS SAFE AND LOCK CO			12.22	12.22	923900	29-OCT-2014 06:10 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,664	Other	KLEIN BROS SAFE AND LOCK CO			30.62	30.62	923900	29-OCT-2014 06:10 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,665	Other	KLEIN BROS SAFE AND LOCK CO			30.62	30.62	923900	29-OCT-2014 06:10 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,666	Other	KLEIN BROS SAFE AND LOCK CO			30.62	30.62	923900	29-OCT-2014 06:10 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,667	Other	KLEIN BROS SAFE AND LOCK CO			272.98	272.98	923900	29-OCT-2014 06:10 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,668	Other	KLEIN BROS SAFE AND LOCK CO			468.02	468.02	923900	29-OCT-2014 06:10 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,669	Other	KLEIN BROS SAFE AND LOCK CO			427.89	427.89	923900	29-SEP-2014 11:09 SERV	-KLEIN BROTHERS SAFE & LO #031246	OCT-2014
2,670	Other	KLEIN BROS SAFE AND LOCK CO			8.33	8.33	923900	29-SEP-2014 11:09 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,671	Other	KLEIN BROS SAFE AND LOCK CO			16.35	16.35	923900	29-SEP-2014 11:09 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,672	Other	KLEIN BROS SAFE AND LOCK CO			18.20	18.20	923900	29-SEP-2014 11:09 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,673	Other	KLEIN BROS SAFE AND LOCK CO			61.25	61.25	923900	29-SEP-2014 11:09 SERV	-KLEIN BROTHERS SAFE & LO #419295	OCT-2014
2,674	Other	KLEIN BROS SAFE AND LOCK CO			(108.49)	(108.49)	923900	168575	-CORRECT ACCT ECS Paying for cyber locks and labor. -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
2,675	Other	KLEIN BROS SAFE AND LOCK CO			99.80	99.80	923900	181225	-KSMART.COM 7840 #426472	JAN-2014
2,676	Other	KMART			136.86	136.86	923900	30-JAN-2014 09:01 SERV	-KROGER #752 #426472	DEC-2013
2,677	Other	KROGER			103.70	103.70	923900	31-DEC-2013 11:12 SERV	-KROGER #752 #426472	JAN-2014
2,678	Other	KROGER			36.56	36.56	923900	30-JAN-2014 09:01 SERV	-LADYFINGERS FINE CATERING #419873	DEC-2013
2,679	Other	LADYFINGERS FINE CATERING			31.50	31.50	923100	31-DEC-2013 11:12 SERV	-Second Payment - invoiced 10/1/13	NOV-2013
2,680	Other	LEARNING ASSOCIATES LLC			741.30	741.30	923900	20131111LGE	-Final Delivery of Course - invoiced 10/31/13	JAN-2014
2,681	Other	LEARNING ASSOCIATES LLC			2,223.90	2,223.90	923900	20131111LGE	-PROFESSIONAL SERVICES	OCT-2014
2,682	Other	LEE WILSON AND ASSOCIATES INC			18,178.27	18,178.27	923900	741-1	-LG FOX-Provide elec drops required at AOC and Simpsonville as per invoice T0626313 dated 12/30/2013	JAN-2014
2,683	Other	LG FOX INC			18.30	18.30	923900	T0626313	-LG FOX-Provide elec drops required at AOC and Simpsonville as per invoice T0626313 dated 12/30/2013	JAN-2014
2,684	Other	LG FOX INC			31.37	31.37	923900	T0626313	-LG FOX-Provide elec drops required at AOC and Simpsonville as per invoice T0626313 dated 12/30/2013	JAN-2014
2,685	Other	LG FOX INC			160.32	160.32	923900	T0626313	-invoice 4943 - SPCC Updates	NOV-2013
2,686	Other	LINEBACH FUNKHOUSER INC			874.75	874.75	923900	4943	-invoice 4984 - SPCC Updates	DEC-2013
2,687	Other	LINEBACH FUNKHOUSER INC			1,555.37	1,555.37	923100	4984	-invoice #5119 - SPCC Updates/New Substations	APR-2014
2,688	Other	LINEBACH FUNKHOUSER INC			977.96	977.96	923900	5119	-Linebach Funhouser Invoice# 5198 for 960S. 2nd Street	JUL-2014
2,689	Other	LINEBACH FUNKHOUSER INC			20,025.00	20,025.00	923100	5198	-invoice #5232 - SPCC Updates	JUL-2014
2,690	Other	LINEBACH FUNKHOUSER INC			3,008.45	3,008.45	923100	5232	-Linkedin Invoice number 3680217 dated Feb. 20, 2014 in amount of \$31,350.00 for recruiting services.	MAR-2014
2,691	Other	LINKEDIN CORP			15,493.17	15,493.17	923900	3680217	-COD - CORRECT A/C PO 80037	DEC-2013
2,692	Other	LISK ASSOCIATES LLC			1,179.66	1,179.66	923900	1662	-Lisk Associates invoice #1701	MAR-2014
2,693	Other	LISK ASSOCIATES LLC			87.39	87.39	923900	1701	-Lisk Associates invoice #1701	MAR-2014
2,694	Other	LISK ASSOCIATES LLC			99.26	99.26	923900	1701	-Lisk Associates invoice #1701	MAR-2014
2,695	Other	LISK ASSOCIATES LLC			397.08	397.08	923900	1701	-Lisk Associates invoice #1701	MAR-2014
2,696	Other	LISK ASSOCIATES LLC			441.00	441.00	923900	1749	-Lisk Invoice for OD Associate Candidates	JUN-2014
2,697	Other	LISK ASSOCIATES LLC			833.00	833.00	923900	1684	-COD ECS Invoice for Lisk Associates for HR Associate Job Benchmark for Paul Weis	JUL-2014
2,698	Other	LISK ASSOCIATES LLC			661.50	661.50	923900	1770	-Tri-Metrics feedback for HR Business analyst candidates	AUG-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
2,699	Other	LISK ASSOCIATES LLC			414.00	414.00	923900	1771	-Lisk Acctg Analyst Candidates Mgmt Consulting	AUG-2014
2,700	Other	LISK ASSOCIATES LLC			110.25	110.25	923900	1789	-Inv #1789 dated 9/16/14 Lisk Associates for career planning assessment for Melinda Denham.	SEP-2014
2,701	Other	LOUISVILLE FINANCIAL ASSOCIATES LLC			541.76	541.76	923900	LOUISV073014	-Pay Harbor Group Invoice for electric strike and mortise replacement	SEP-2014
2,702	Other	LOWES			10.21	10.21	923100	27-NOV-2013 11:11 SERV	-LOWES #00705* #419295	NOV-2013
2,703	Other	LOWES			179.41	179.41	923100	31-DEC-2013 11:12 SERV	-LOWES #00705* #419295	DEC-2013
2,704	Other	LOWES			59.61	59.61	923900	31-DEC-2013 11:12 SERV	-LOWES #00705* #426472	DEC-2013
2,705	Other	LOWES			20.36	20.36	923900	30-JAN-2014 09:01 SERV	-LOWES #01923* #426472	JAN-2014
2,706	Other	MANNING, ROBERT			(41.65)	(41.65)	923900	281889	-Meals - Offsite / Mtgs / Business Travel	SEP-2014
2,707	Other	MARK STAHR			148.26	148.26	923900	MARK STAHR 2014	-VOICE OR WORK 2014 NERC RELIABILITY STANDRAD TRAINING	MAR-2014
2,708	Other	MARK STAHR VOICEOVERS			49.00	49.00	923900	MARKST0214	-Narration voiceover produced in February 2014	JUN-2014
2,709	Other	MARTY GOLDSMITH			26.47	26.47	923900	MARTY GOLDSMITH	-COD SLR TEAM BUILDING EXERCISE	FEB-2014
2,710	Other	MASS PRODUCTION INC			1,090.52	1,090.52	923900	1407	-invoice #1407 - video of summit	NOV-2013
2,711	Other	MASS PRODUCTION INC			1,131.10	1,131.10	923900	27-FEB-2014 13:02 SERV	-INT*MASS PRODUCTION, INC. #419873	FEB-2014
2,712	Other	MASS PRODUCTION INC			1,913.82	1,913.82	923900	27-FEB-2014 13:02 SERV	-INT*MASS PRODUCTION, INC. #419873	FEB-2014
2,713	Other	MASS PRODUCTION INC			6,110.07	6,110.07	923900	27-FEB-2014 13:02 SERV	-INT*MASS PRODUCTION, INC. #419873	FEB-2014
2,714	Other	MASS PRODUCTION INC			8,466.63	8,466.63	923900	27-MAR-2014 12:03 SERV	-INT*MASS PRODUCTION, INC. #419873	MAR-2014
2,715	Other	MASS PRODUCTION INC			568.32	568.32	923900	1421	-Invoice for video for EOS	APR-2014
2,716	Other	MASS PRODUCTION INC			568.32	568.32	923900	1421	-Invoice for video for EOS	APR-2014
2,717	Other	MASS PRODUCTION INC			2,434.32	2,434.32	923900	1428	-Pay Mass Production, Inc. Invoice #1428 for remake of the NERC CIP Escort Video	MAY-2014
2,718	Other	MASS PRODUCTION INC			501.60	501.60	923900	27-JUN-2014 13:06 SERV	-INT*MASS PRODUCTION, INC. #419873	JUN-2014
2,719	Other	MASS PRODUCTION INC			913.85	913.85	923900	27-JUN-2014 13:06 SERV	-INT*MASS PRODUCTION, INC. #419873	JUN-2014
2,720	Other	MASS PRODUCTION INC			5,442.80	5,442.80	923900	27-JUN-2014 13:06 SERV	-INT*MASS PRODUCTION, INC. #419873	JUN-2014
2,721	Other	MASS PRODUCTION INC			522.28	522.28	923900	1456	-Mass Productions Invoice 1456 and 1458	AUG-2014
2,722	Other	MASS PRODUCTION INC			712.72	712.72	923900	1458	-Mass Productions Invoice 1456 and 1458	AUG-2014
2,723	Other	MASS PRODUCTION INC			294.80	294.80	923900	1457	-Mass Production Invoice 1457 and 1462	SEP-2014
2,724	Other	MASS PRODUCTION INC			28.60	28.60	923900	1462	-Mass Production Invoice 1457 and 1462	SEP-2014
2,725	Other	MATRIX SYSTEMS INC			748.23	748.23	923900	O100853IN	-Pay Matrix System Inc. Invoice #0100853-IN for card reader repairs	DEC-2013
2,726	Other	MATRIX SYSTEMS INC			2,233.78	2,233.78	923900	0020892PO	-Pay Matrix Systems, Inc Invoice #0020892-PO for Matrix Frontier Software License	MAR-2014
2,727	Other	MC CUSTOM CABINETS INC			232.40	232.40	923900	381	-McCustom Cabinets - rework and install owner furnished cabinets in the LG&E 1st floor Facility Services Office as per inv	DEC-2013
2,728	Other	MEDIA LIBRARY INC			1,239.79	1,239.79	923900	LVL20812	-Media Library	NOV-2013
2,729	Other	MEDIA LIBRARY INC			1,731.43	1,731.43	923900	LVL21099	-Media Library Invoice LVL21009	APR-2014
2,730	Other	MEDIA LIBRARY INC			634.48	634.48	923900	LVL21290	-Media Library Invoice LVL21290	JUL-2014
2,731	Other	MEDIA LIBRARY INC			657.90	657.90	923900	LVL21444	-Media Library Invoice LVL21444	JUL-2014
2,732	Other	MEDIA LIBRARY INC			933.24	933.24	923900	LVL21546	-Media Library Invoice 21546 - July News Monitoring	AUG-2014
2,733	Other	MEDIA LIBRARY INC			164.45	164.45	923900	LVL21550	-Media Library Invoice LVL21550	AUG-2014
2,734	Other	MEDIA LIBRARY INC			2,282.95	2,282.95	923900	LVL21359	-Media Library Invoice LVL21359	SEP-2014
2,735	Other	MEDIA LIBRARY INC			3,521.23	3,521.23	923900	LVL21577	-Media Library Invoices LVL21594 and LVL21577	SEP-2014
2,736	Other	MEDIA LIBRARY INC			812.55	812.55	923900	LVL21594	-Media Library Invoices LVL21594 and LVL21577	SEP-2014
2,737	Other	MEDIA LIBRARY INC			1,173.28	1,173.28	923900	LVL21630	-Media Library, Campbellsville Fire Incident Invoice LVL21630,	SEP-2014
2,738	Other	MEDIA LIBRARY INC			1,008.51	1,008.51	923900	LVL21640	-Media Library - Campbellsville Fire for September 2014	OCT-2014
2,739	Other	MEDIA LIBRARY INC			1,355.04	1,355.04	923900	LVL21691	-Media Library - September News Monitoring Invoice LVL21691	OCT-2014
2,740	Other	MERCER US INC			20,000.00	20,000.00	923900	134010016920	-Mercer Invoice #134010016920 dated 12/17/13 for salary benchmarking data and assessment report.	DEC-2013
2,741	Other	MERCER US INC			3,447.88	3,447.88	923900	998193866	-2014 Contact Ctr and Benchmark salary survey Inv#998193866 and 998194096	SEP-2014
2,742	Other	MERCER US INC			620.09	620.09	923900	998194096	-2014 Contact Ctr and Benchmark salary survey Inv#998193866 and 998194096	SEP-2014
2,743	Other	MERCER US INC			555.17	555.17	923900	998197930	-2014 Comp Survey for Energy Sector Utilities Inv 998197930	OCT-2014
2,744	Other	MERRILL COMMUNICATIONS LLC			1,333.97	1,333.97	923900	1577183	-Merrill Inv. 1577183	FEB-2014
2,745	Other	MERRILL COMMUNICATIONS LLC			16,189.09	16,189.09	923100	1577230	-COD TMP Merrill Inv. 1577230 re LG&E \$250M FMB Prospectus Supplement	FEB-2014
2,746	Other	MERRILL COMMUNICATIONS LLC			1,557.00	1,557.00	923900	1580903	-Merrill Inv. 1577183 re 8K Edgar filing for LGE and KU	FEB-2014
2,747	Other	MICROSOFT CORP			3,420.44	3,420.44	923900	9620730782	-Travel and Expenses	DEC-2013
2,748	Other	MICROSOFT CORP			2,122.59	2,122.59	923900	9620741155	-Enterprise Architect, Engagement Management, Expenses	FEB-2014
2,749	Other	MICROSOFT CORP			711.65	711.65	923900	9620742784	-Enterprise Architect, Engagement Management, Expenses	FEB-2014
2,750	Other	MICROSOFT CORP			788.25	788.25	923900	9620719365	-Enterprise Architect, Engagement Management, Expenses	MAR-2014
2,751	Other	MICROSOFT CORP			2,028.60	2,028.60	923900	9620747136	-Enterprise Architect, Engagement Management, Expenses	JUN-2014
2,752	Other	MICROSOFT CORP			2,734.20	2,734.20	923900	9620748244	-Enterprise Architect, Engagement Management, Expenses	JUN-2014
2,753	Other	MICROSOFT CORP			4,297.30	4,297.30	923900	9620760935	-Enterprise Architect, Engagement Management, Expenses	JUN-2014
2,754	Other	MICROSOFT CORP			3,880.80	3,880.80	923900	9620765972	-Enterprise Architect, Engagement Management, Expenses	JUL-2014
2,755	Other	MICROSOFT CORP			151.90	151.90	923900	9620774991	-Enterprise Architect, Engagement Management, Expenses	AUG-2014
2,756	Other	MICROSOFT CORP			2,543.10	2,543.10	923900	9620777222	-Enterprise Architect, Engagement Management, Expenses	OCT-2014
2,757	Other	MID AMERICA SECURITY SYSTEMS INC			368.00	368.00	923900	087128	-Pay Mid America Security Systems for fence beam repairs at Auburndale Operation Center	NOV-2013
2,758	Other	MID AMERICA SECURITY SYSTEMS INC			558.50	558.50	923900	087128	-Pay Mid America Security Systems Invoice #087128 for fence beam repairs at Auburndale Operation Center	NOV-2013
2,759	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
2,760	Other	MID AMERICA SECURITY SYSTEMS INC			54.00	54.00	923900	096727	-Pay Mid America Security Systems, Inc Invoice #096727 for magnetic mount and Invoice #096728 for batteries and replacement	AUG-2014
2,761	Other	MID AMERICA SECURITY SYSTEMS INC			98.00	98.00	923900	096728	-Pay Mid America Security Systems, Inc Invoice #096727 for magnetic mount and Invoice #096728 for batteries and replacement	AUG-2014
2,762	Other	MID AMERICA SECURITY SYSTEMS INC			98.00	98.00	923900	096728	-Pay Mid America Security Systems, Inc Invoice #096727 for magnetic mount and Invoice #096728 for batteries and replacement	AUG-2014
2,763	Other	MID AMERICA SECURITY SYSTEMS INC			220.00	220.00	923900	099740	-Pay Mid America Security Systems, Inc Invoice #099740 for panic buttons at LG&E Building	OCT-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
2,764	Other	MID AMERICA SECURITY SYSTEMS INC			678.00	678.00	923900	099740	-Pay Mid America Security Systems, Inc Invoice #099740 for panic buttons at LG&E Building	OCT-2014
2,765	Other	MODIS INC			2,152.77	2,152.77	923900	5961171	-Temporary IT Resource (Sher Bhujel)	NOV-2013
2,766	Other	MODIS INC			3,546.00	3,546.00	923900	5999402	-IT Temporary Resource (Mallika Surthi)	NOV-2013
2,767	Other	MODIS INC			4,590.72	4,590.72	923900	6018215	-IT Temporary Resource (Mallika Surthi)	DEC-2013
2,768	Other	MODIS INC			239.20	239.20	923900	6123074	-Temporary IT Resource (Sher Bhujel)	FEB-2014
2,769	Other	MODIS INC			5,065.20	5,065.20	923900	6154522	-IT Temporary Resource (Mallika Surthi)	FEB-2014
2,770	Other	MODIS INC			5,572.08	5,572.08	923900	6205687	-IT Temporary Resource (Mallika Surthi)	FEB-2014
2,771	Other	MODIS INC			1,674.38	1,674.38	923900	6235790	-Temporary IT Resource (Sher Bhujel)	APR-2014
2,772	Other	MODIS INC			1,914.88	1,914.88	923900	6286413	-Temporary IT Resource (Sher Bhujel)	MAY-2014
2,773	Other	MODIS INC			5,026.56	5,026.56	923900	6394351	-Temporary IT Resource (Sher Bhujel)	JUN-2014
2,774	Other	MODIS INC			5,026.56	5,026.56	923900	6400558	-Temporary IT Resource (Sher Bhujel)	JUL-2014
2,775	Other	MODIS INC			3,449.60	3,449.60	923900	6449296	-Temporary IT Resource (Sher Bhujel)	AUG-2014
2,776	Other	MODIS INC			2,710.40	2,710.40	923900	6498673	-Temporary IT Resource (Sher Bhujel)	SEP-2014
2,777	Other	MODUS STRATEGIC SOLUTIONS LLC			504.00	504.00	923900	352168	-PROFESSIONAL SERVICES	MAR-2014
2,778	Other	MODUS STRATEGIC SOLUTIONS LLC			541.80	541.80	923900	352183	-PROFESSIONAL SERVICES	MAR-2014
2,779	Other	MOLLIE H BOWERS			322.85	322.85	923900	MOLLIE031314	-ARBITRATION CANCELLATION FEES	MAR-2014
2,780	Other	MONTASTIC.COM			2.45	2.45	923900	29-JUL-2014 13:07 SERV	-MONTASTIC.COM #980427	JUL-2014
2,781	Other	MS COMMUNITY HEALTH LLC			31.21	31.21	923900	30-JAN-2014 09:01 SERV	-MS COMMUNITY HEALTH LLC #426381	JAN-2014
2,782	Other	MUNSON BUSINESS INTERIORS INC			54.88	54.88	923900	47610	-MBI - Proposal #40551 Single high articulating monitor with nominal 20" pole height with wall mount	MAY-2014
2,783	Other	MUNSON BUSINESS INTERIORS INC			780.32	780.32	923900	47610	-MBI - Proposal #40551 Single high articulating monitor with nominal 20" pole height with wall mount	MAY-2014
2,784	Other	NAVIGANT CONSULTING INC			8,687.70	8,687.70	923900	432852	-PROFESSIONAL SERVICES	JUL-2014
2,785	Other	NAVIGANT CONSULTING INC			5,479.90	5,479.90	923900	432673	-PROFESSIONAL SERVICES	SEP-2014
2,786	Other	NAVIGANT CONSULTING INC			452.18	452.18	923900	440241C	-PROFESSIONAL SERVICES	OCT-2014
2,787	Other	NETWORK AND SECURITY TECHNOLOGIES INC			7,350.00	7,350.00	923900	11259	-CIP Network Assessment	JUL-2014
2,788	Other	NEW AGE TECHNOLOGIES INC			1,328.41	1,328.41	923900	214002333	-Temporary IT Resource - Thomas Branch	FEB-2014
2,789	Other	NICK BONURA PHOTOGRAPHY			316.29	316.29	923900	27-NOV-2013 11:11 SERV	-NICK BONURA PHOTOGRAPHY L #419873	NOV-2013
2,790	Other	NICK BONURA PHOTOGRAPHY			228.57	228.57	923900	31-DEC-2013 11:12 SERV	-NICK BONURA PHOTOGRAPHY L #419873	DEC-2013
2,791	Other	NICK BONURA PHOTOGRAPHY			541.15	541.15	923900	31-DEC-2013 11:12 SERV	-NICK BONURA PHOTOGRAPHY L #419873	DEC-2013
2,792	Other	NICK BONURA PHOTOGRAPHY			435.00	435.00	923100	30-JAN-2014 09:01 SERV	-NICK BONURA PHOTOGRAPHY L #419873	JAN-2014
2,793	Other	NICK BONURA PHOTOGRAPHY			258.88	258.88	923900	121113EV	-NICK BONURA - CLEMENTS - PAYMENT FOR PHOTOGRAPHY FEES & EXPENSES DURING DECEMBER'S COMMERCIAL OPERATIONS HOLIDAY EVENT - INVOICE #121113EV	FEB-2014
2,794	Other	NICK BONURA PHOTOGRAPHY			167.71	167.71	923900	27-MAR-2014 12:03 SERV	-NICK BONURA PHOTOGRAPHY L #419873	MAR-2014
2,795	Other	NICK BONURA PHOTOGRAPHY			655.00	655.00	923100	29-APR-2014 14:04 SERV	-NICK BONURA PHOTOGRAPHY L #419873	APR-2014
2,796	Other	NICK BONURA PHOTOGRAPHY			889.35	889.35	923900	29-MAY-2014 11:05 SERV	-NICK BONURA PHOTOGRAPHY L #419873	MAY-2014
2,797	Other	NICK BONURA PHOTOGRAPHY			450.00	450.00	923100	27-JUN-2014 13:06 SERV	-NICK BONURA PHOTOGRAPHY L #418690	JUN-2014
2,798	Other	NICK BONURA PHOTOGRAPHY			453.25	453.25	923900	27-JUN-2014 13:06 SERV	-NICK BONURA PHOTOGRAPHY L #419873	JUN-2014
2,799	Other	NICK BONURA PHOTOGRAPHY			455.70	455.70	923900	27-JUN-2014 13:06 SERV	-NICK BONURA PHOTOGRAPHY L #419873	JUN-2014
2,800	Other	NICK BONURA PHOTOGRAPHY			1,322.20	1,322.20	923900	27-JUN-2014 13:06 SERV	-NICK BONURA PHOTOGRAPHY L #419873	JUN-2014
2,801	Other	NICK BONURA PHOTOGRAPHY			435.60	435.60	923900	27-AUG-2014 13:08 SERV	-NICK BONURA PHOTOGRAPHY L #419873	AUG-2014
2,802	Other	NICK BONURA PHOTOGRAPHY			178.20	178.20	923900	29-OCT-2014 06:10 SERV	-NICK BONURA PHOTOGRAPHY L #419873	OCT-2014
2,803	Other	NU YALE CLEANERS			8.48	8.48	923900	31-DEC-2013 11:12 SERV	-NU YALE CLEANERS- 6300 #426472	DEC-2013
2,804	Other	NU YALE CLEANERS			256.12	256.12	923900	31-DEC-2013 11:12 SERV	-NU YALE CLEANERS- 6300 #426472	DEC-2013
2,805	Other	NU YALE CLEANERS			690.97	690.97	923900	30-JAN-2014 09:01 SERV	-NU YALE CLEANERS- 6300 #426472	JAN-2014
2,806	Other	OAK TREE LEADERSHIP COACHING INC			3,080.00	3,080.00	923900	OAKTRE082914	-Oak Tree Inv. dated 08/29/14 re Coaching	SEP-2014
2,807	Other	OAK TREE LEADERSHIP COACHING INC			1,785.00	1,785.00	923900	OAKTRE091014	-Leadership, development, 3-months (extension)	SEP-2014
2,808	Other	OCCUPATIONAL ATHLETICS INC			8,646.51	8,646.51	923900	14042406	-Pay Invoice #14042406, Occupational Athletics, Inc.	MAY-2014
2,809	Other	OCCUPATIONAL PHYSICIAN SERVICES			60.93	60.93	923900	27-NOV-2013 11:11 SERV	-OCCUPATIONAL PHYSICIANS S #426373	NOV-2013
2,810	Other	OCCUPATIONAL PHYSICIAN SERVICES			9.88	9.88	923900	27-NOV-2013 11:11 SERV	-OCCUPATIONAL PHYSICIANS S #926164	NOV-2013
2,811	Other	OCCUPATIONAL PHYSICIAN SERVICES			4,606.00	4,606.00	923900	31-DEC-2013 11:12 SERV	-OCCUPATIONAL PHYSICIANS S #418990	DEC-2013
2,812	Other	OCCUPATIONAL PHYSICIAN SERVICES			6,462.50	6,462.50	923900	31-DEC-2013 11:12 SERV	-OCCUPATIONAL PHYSICIANS S #418990	DEC-2013
2,813	Other	OCCUPATIONAL PHYSICIAN SERVICES			8,526.00	8,526.00	923900	31-DEC-2013 11:12 SERV	-OCCUPATIONAL PHYSICIANS S #418990	DEC-2013
2,814	Other	OCCUPATIONAL PHYSICIAN SERVICES			17,750.25	17,750.25	923900	31-DEC-2013 11:12 SERV	-OCCUPATIONAL PHYSICIANS S #418990	DEC-2013
2,815	Other	OCCUPATIONAL PHYSICIAN SERVICES			34.52	34.52	923900	30-JAN-2014 09:01 SERV	-OCCUPATIONAL PHYSICIANS S #031048	JAN-2014
2,816	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.15	30.15	923900	30-JAN-2014 09:01 SERV	-OCCUPATIONAL PHYSICIANS S #419519	JAN-2014
2,817	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.91	26.91	923900	27-FEB-2014 13:02 SERV	-OCCUPATIONAL PHYSICIANS S #143173	FEB-2014
2,818	Other	OCCUPATIONAL PHYSICIAN SERVICES			18.03	18.03	923900	27-FEB-2014 13:02 SERV	-OCCUPATIONAL PHYSICIANS S #422554	FEB-2014
2,819	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.91	26.91	923900	27-FEB-2014 13:02 SERV	-OCCUPATIONAL PHYSICIANS S #426746	FEB-2014
2,820	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.91	26.91	923900	27-MAR-2014 12:03 SERV	-OCCUPATIONAL PHYSICIANS S #143173	MAR-2014
2,821	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.91	26.91	923900	27-MAR-2014 12:03 SERV	-OCCUPATIONAL PHYSICIANS S #143173	MAR-2014
2,822	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.91	26.91	923900	27-MAR-2014 12:03 SERV	-OCCUPATIONAL PHYSICIANS S #143173	MAR-2014
2,823	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.91	26.91	923900	27-MAR-2014 12:03 SERV	-OCCUPATIONAL PHYSICIANS S #143173	MAR-2014
2,824	Other	OCCUPATIONAL PHYSICIAN SERVICES			29.24	29.24	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #031048	APR-2014
2,825	Other	OCCUPATIONAL PHYSICIAN SERVICES			29.24	29.24	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #031048	APR-2014
2,826	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.91	26.91	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #054255	APR-2014
2,827	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.91	26.91	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #235979	APR-2014
2,828	Other	OCCUPATIONAL PHYSICIAN SERVICES			20.26	20.26	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #424071	APR-2014
2,829	Other	OCCUPATIONAL PHYSICIAN SERVICES			40.62	40.62	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #426381	APR-2014
2,830	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.77	31.77	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #426746	APR-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
2,831	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.50	30.50	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #772774	APR-2014
2,832	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.30	30.30	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #832693	APR-2014
2,833	Other	OCCUPATIONAL PHYSICIAN SERVICES			44.97	44.97	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #926164	APR-2014
2,834	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.00	30.00	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #398389	MAY-2014
2,835	Other	OCCUPATIONAL PHYSICIAN SERVICES			18.04	18.04	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #419873	MAY-2014
2,836	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.68	31.68	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #419873	MAY-2014
2,837	Other	OCCUPATIONAL PHYSICIAN SERVICES			33.12	33.12	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #420574	MAY-2014
2,838	Other	OCCUPATIONAL PHYSICIAN SERVICES			23.79	23.79	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #421374	MAY-2014
2,839	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.84	26.84	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #421374	MAY-2014
2,840	Other	OCCUPATIONAL PHYSICIAN SERVICES			20.16	20.16	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #422554	MAY-2014
2,841	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.50	30.50	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #426159	MAY-2014
2,842	Other	OCCUPATIONAL PHYSICIAN SERVICES			(66.50)	(66.50)	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #426159	MAY-2014
2,843	Other	OCCUPATIONAL PHYSICIAN SERVICES			33.55	33.55	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #426381	MAY-2014
2,844	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.84	26.84	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #426746	MAY-2014
2,845	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.84	26.84	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #426746	MAY-2014
2,846	Other	OCCUPATIONAL PHYSICIAN SERVICES			20.50	20.50	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #772774	MAY-2014
2,847	Other	OCCUPATIONAL PHYSICIAN SERVICES			30.50	30.50	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #772774	MAY-2014
2,848	Other	OCCUPATIONAL PHYSICIAN SERVICES			29.89	29.89	923900	29-MAY-2014 11:05 SERV	-OCCUPATIONAL PHYSICIANS S #980427	MAY-2014
2,849	Other	OCCUPATIONAL PHYSICIAN SERVICES			27.45	27.45	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #031048	JUN-2014
2,850	Other	OCCUPATIONAL PHYSICIAN SERVICES			22.57	22.57	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #054255	JUN-2014
2,851	Other	OCCUPATIONAL PHYSICIAN SERVICES			49.98	49.98	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #070582	JUN-2014
2,852	Other	OCCUPATIONAL PHYSICIAN SERVICES			20.09	20.09	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #138538	JUN-2014
2,853	Other	OCCUPATIONAL PHYSICIAN SERVICES			18.04	18.04	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #143173	JUN-2014
2,854	Other	OCCUPATIONAL PHYSICIAN SERVICES			33.55	33.55	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #418891	JUN-2014
2,855	Other	OCCUPATIONAL PHYSICIAN SERVICES			18.04	18.04	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #419873	JUN-2014
2,856	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.84	26.84	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #419873	JUN-2014
2,857	Other	OCCUPATIONAL PHYSICIAN SERVICES			20.09	20.09	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #424071	JUN-2014
2,858	Other	OCCUPATIONAL PHYSICIAN SERVICES			14.76	14.76	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #424857	JUN-2014
2,859	Other	OCCUPATIONAL PHYSICIAN SERVICES			59.78	59.78	923900	27-JUN-2014 13:06 SERV	-OCCUPATIONAL PHYSICIANS S #471400	JUN-2014
2,860	Other	OCCUPATIONAL PHYSICIAN SERVICES			(26.84)	(26.84)	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #143173	JUN-2014
2,861	Other	OCCUPATIONAL PHYSICIAN SERVICES			(26.84)	(26.84)	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #143173	JUN-2014
2,862	Other	OCCUPATIONAL PHYSICIAN SERVICES			31.68	31.68	923900	29-APR-2014 14:04 SERV	-OCCUPATIONAL PHYSICIANS S #421374	JUN-2014
2,863	Other	OCCUPATIONAL PHYSICIAN SERVICES			29.89	29.89	923900	29-JUL-2014 13:07 SERV	-OCCUPATIONAL PHYSICIANS S #070558	JUL-2014
2,864	Other	OCCUPATIONAL PHYSICIAN SERVICES			13.80	13.80	923900	29-JUL-2014 13:07 SERV	-OCCUPATIONAL PHYSICIANS S #398389	JUL-2014
2,865	Other	OCCUPATIONAL PHYSICIAN SERVICES			33.55	33.55	923900	29-JUL-2014 13:07 SERV	-OCCUPATIONAL PHYSICIANS S #418891	JUL-2014
2,866	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.84	26.84	923900	29-JUL-2014 13:07 SERV	-OCCUPATIONAL PHYSICIANS S #421374	JUL-2014
2,867	Other	OCCUPATIONAL PHYSICIAN SERVICES			29.89	29.89	923900	29-JUL-2014 13:07 SERV	-OCCUPATIONAL PHYSICIANS S #424071	JUL-2014
2,868	Other	OCCUPATIONAL PHYSICIAN SERVICES			29.89	29.89	923900	29-JUL-2014 13:07 SERV	-OCCUPATIONAL PHYSICIANS S #574898	JUL-2014
2,869	Other	OCCUPATIONAL PHYSICIAN SERVICES			29.89	29.89	923900	29-JUL-2014 13:07 SERV	-OCCUPATIONAL PHYSICIANS S #926164	JUL-2014
2,870	Other	OCCUPATIONAL PHYSICIAN SERVICES			29.89	29.89	923900	27-AUG-2014 13:08 SERV	-OCCUPATIONAL PHYSICIANS S #138538	AUG-2014
2,871	Other	OCCUPATIONAL PHYSICIAN SERVICES			29.89	29.89	923900	27-AUG-2014 13:08 SERV	-OCCUPATIONAL PHYSICIANS S #471400	AUG-2014
2,872	Other	OCCUPATIONAL PHYSICIAN SERVICES			29.40	29.40	923900	29-OCT-2014 06:10 SERV	-OCCUPATIONAL PHYSICIANS S #424071	OCT-2014
2,873	Other	OCCUPATIONAL PHYSICIAN SERVICES			39.60	39.60	923900	29-SEP-2014 11:09 SERV	-OCCUPATIONAL PHYSICIANS S #418891	OCT-2014
2,874	Other	OCCUPATIONAL PHYSICIAN SERVICES			26.84	26.84	923900	29-SEP-2014 11:09 SERV	-OCCUPATIONAL PHYSICIANS S #421374	OCT-2014
2,875	Other	OCCUPATIONAL PHYSICIAN SERVICES			118.09	118.09	923900	29-SEP-2014 11:09 SERV	-OCCUPATIONAL PHYSICIANS S #424071	OCT-2014
2,876	Other	OCCUPATIONAL PHYSICIAN SERVICES			29.89	29.89	923900	29-SEP-2014 11:09 SERV	-OCCUPATIONAL PHYSICIANS S #887994	OCT-2014
2,877	Other	OCCUPATIONAL PHYSICIAN SERVICES			14.70	14.70	923900	29-SEP-2014 11:09 SERV	-OCCUPATIONAL PHYSICIANS S #926164	OCT-2014
2,878	Other	OCCUPATIONAL PHYSICIAN SERVICES			35.28	35.28	923900	29-SEP-2014 11:09 SERV	-OCCUPATIONAL PHYSICIANS S #926164	OCT-2014
2,879	Other	OFFICE DEPOT			211.22	211.22	923900	31-DEC-2013 11:12 SERV	-OFFICE DEPOT #1170 #426472	DEC-2013
2,880	Other	OFFICE DEPOT			(24.11)	(24.11)	923900	31-DEC-2013 11:12 SERV	-OFFICE DEPOT #331 #426472	DEC-2013
2,881	Other	OFFICE DEPOT			17.90	17.90	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT 1135 #426472	JAN-2014
2,882	Other	OFFICE DEPOT			28.99	28.99	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT #1170 #426472	JAN-2014
2,883	Other	OFFICE DEPOT			69.58	69.58	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT #1170 #426472	JAN-2014
2,884	Other	OFFICE DEPOT			79.87	79.87	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT #1170 #426472	JAN-2014
2,885	Other	OFFICE DEPOT			182.03	182.03	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT #1170 #426472	JAN-2014
2,886	Other	OFFICE DEPOT			227.39	227.39	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT #1170 #426472	JAN-2014
2,887	Other	OFFICE DEPOT			405.31	405.31	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT #1170 #426472	JAN-2014
2,888	Other	OFFICE DEPOT			14.92	14.92	923900	30-JAN-2014 09:01 SERV	-OFFICE DEPOT #5910 #426472	JAN-2014
2,889	Other	OFFICE ENVIRONMENT COMPANY			39.87	39.87	923900	3560540	-Office Environment Company- Labor to deliver (6) Chairs as specified in quote 12671 dated 8/6/2013 for LGE Bldg 11th Floor	NOV-2013
2,890	Other	OFFICE RESOURCES INC			1,249.50	1,249.50	923900	42508	-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
2,891	Other	OFFICE RESOURCES INC			1,349.99	1,349.99	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
2,892	Other	ORKIN			339.48	339.48	923900	27-AUG-2014 13:08 SERV	-ORKIN 378 #629073	AUG-2014
2,893	Other	OWENS COMMUNICATIONS INC			219.03	219.03	923900	0000033970	-To pay Invoice 33970 Dispatch 73068- repair for radio shop	JUN-2014
2,894	Other	OWENS COMMUNICATIONS INC			120.54	120.54	923900	0000033972	-To pay Invoice 33972 Dispatch 73070- repair for radio shop	JUN-2014
2,895	Other	PA CONSULTING GROUP INC			36,915.89	36,915.89	923900	10020799	-PA Consulting assessment of Meter Shop processes	DEC-2013
2,896	Other	PA CONSULTING GROUP INC			23,637.77	23,637.77	923900	10021100	-Professional fees plus travel and accommodations for work done in the Meter Shop	FEB-2014
2,897	Other	PA CONSULTING GROUP INC			25,107.86	25,107.86	923900	10021607	-PA Consulting invoice for work performed in RSC Call Center	JUL-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
2,898	Other	PANERA BREAD			51.67	51.67	923900	27-AUG-2014 13:08 SERV	-PANERA BREAD #1350 #961450	AUG-2014
2,899	Other	PAPA JOHN'S			25.21	25.21	923900	30-JAN-2014 09:01 SERV	-PAPA JOHN'S #00081 #426472	JAN-2014
2,900	Other	PCM SALES INC			86.33	86.33	923900	10069864-00	-JABRA PRO 9450 FLEX MONO WL BOOM HEADSET W/ NOISE CANCELLING	JAN-2014
2,901	Other	PEOPLECLICK			444.75	444.75	923900	27-SEP-2013 15:09 SERV	-COD-PEOPLECLICK #887994	NOV-2013
2,902	Other	PEOPLEMETRICS INC			8,698.20	8,698.20	923900	5614	-PeopleMetrics employee opinion survey invoice	APR-2014
2,903	Other	PEOPLEMETRICS INC			2,793.00	2,793.00	923900	5683	-Second invoice for EOS - Survey Administration Phase	JUN-2014
2,904	Other	PEOPLEMETRICS INC			8,923.92	8,923.92	923900	5711	-PeopleMetrics EOS Invoice	JUL-2014
2,905	Other	PEOPLEMETRICS INC			38,869.25	38,869.25	923900	5780	-Invoice for PeopleMetrics, the company that administered the EOS Surveys.	AUG-2014
2,906	Other	PEOPLEMETRICS INC			514.50	514.50	923900	5813	-Invoice for 2014 Employee Opinion Survey	OCT-2014
2,907	Other	PFG PROFORMA			108.89	108.89	923900	31-DEC-2013 11:12 SERV	-PFG*PROFORMA #426472	DEC-2013
2,908	Other	PFG PROFORMA			173.18	173.18	923900	31-DEC-2013 11:12 SERV	-PFG*PROFORMA #426472	DEC-2013
2,909	Other	PFG PROFORMA			190.54	190.54	923900	29-MAY-2014 11:05 SERV	-PFG*PROFORMA #419873	MAY-2014
2,910	Other	PFG PROFORMA			805.27	805.27	923900	29-MAY-2014 11:05 SERV	-PFG*PROFORMA #419873	MAY-2014
2,911	Other	PFISTER, PATRICK L			425.00	425.00	923100	14734	-PHOTOGRAPHIC COVERAGE -To pay invoice K-2515	MAY-2014
2,912	Other	PHILLIPS TREE EXPERTS INC			197.38	197.38	923900	K2515	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
2,913	Other	PINKERTON HOUSE PORTFOLIO			7.04	7.04	923900	4413	-PINKERTON HOUSE - QUOTE 1395 DELIVERY	DEC-2013
2,914	Other	PINKERTON HOUSE PORTFOLIO			515.51	515.51	923900	4413	-PINKERTON HOUSE - QUOTE 1395 (ART FOR TOM JESSEE OFFICE) FINE ART/FRAMING- DAVENPORT HORIZONTAL TO LOCATE OVER COUCH, DBL MATTS, PLEXI-LENS, WIRE INSTALL	DEC-2013
2,915	Other	PINKERTON HOUSE PORTFOLIO			609.41	609.41	923900	4413	-PINKERTON HOUSE - QUOTE 1395 (ART FOR TOM JESSEE OFFICE) FINE ART/FRAMING- GIOVANNI VERTICAL, FURN FINISH WOOD MOULDING, DBL MATTS, PLEXI-LENS, WIRE INSTALL	DEC-2013
2,916	Other	PINKERTON HOUSE PORTFOLIO			7.04	7.04	923900	4414	-PINKERTON HOUSE - QUOTE 1392 (FOR GREG THOMAS' OFFICE - 14TH FLOOR) DELIVERY	DEC-2013
2,917	Other	PINKERTON HOUSE PORTFOLIO			446.03	446.03	923900	4414	-PINKERTON HOUSE - QUOTE 1392 (FOR GREG THOMAS' OFFICE - 14TH FLOOR) FURNITURE FINISH WEED FRAME, DOUBLE MATT, PLEXI-LENS, WIRE INSTALL	DEC-2013
2,918	Other	PINKERTON HOUSE PORTFOLIO			774.68	774.68	923900	4414	-PINKERTON HOUSE - QUOTE 1392 (FOR GREG THOMAS' OFFICE - 14TH FLOOR) FURNITURE FINISH WEED FRAME, DOUBLE MATT, PLEXI-LENS, WIRE INSTALL	DEC-2013
2,919	Other	PINPOINT UTILITY PROTECTION			37.06	37.06	923900	29-APR-2014 14:04 SERV	-SQ *PINPOINT UTILITY PROT #419295	APR-2014
2,920	Other	PORTER, JANICE W			6,993.04	6,993.04	923100	31OCT13	-Janice Porter CPA - Nov 2011 - Dec 2014 for services rendered for Lisa Allen	NOV-2013
2,921	Other	PORTER, JANICE W			4,872.20	4,872.20	923100	15NOV13	-Janice Porter CPA - Nov 2011 - Dec 2014 for services rendered for Lisa Allen	NOV-2013
2,922	Other	PREMIER FLEET GRAPHICS			1,463.12	1,463.12	923900	29-APR-2014 14:04 SERV	-PREMIER FLEET GRAPHICS #031246 -Pro-Turf-SIMPSONVILLE - LANDSCAPING AND LAWN CARE @ SIMPSONVILLE FOR 2013 (THIS IS A NOT TO EXCEED AMOUNT ONLY AND NOT A GUARANTEE OF WORK)	APR-2014
2,923	Other	PRO TURF INC			911.02	911.02	923900	23802	-Pro-Turf-SIMPSONVILLE - LANDSCAPING AND LAWN CARE @ SIMPSONVILLE FOR 2013 (THIS IS A NOT TO EXCEED AMOUNT ONLY AND NOT A GUARANTEE OF WORK)	NOV-2013
2,924	Other	PRO TURF INC			751.12	751.12	923900	24065	-Pro-Turf-SIMPSONVILLE - LANDSCAPING AND LAWN CARE @ SIMPSONVILLE FOR 2013 (THIS IS A NOT TO EXCEED AMOUNT ONLY AND NOT A GUARANTEE OF WORK)	DEC-2013
2,925	Other	PRO TURF INC			839.27	839.27	923900	25003	-Pro-Turf-SIMPSONVILLE - LANDSCAPING AND LAWN CARE @ SIMPSONVILLE FOR 2013 (THIS IS A NOT TO EXCEED AMOUNT ONLY AND NOT A GUARANTEE OF WORK)	MAY-2014
2,926	Other	PRO TURF INC			1,154.15	1,154.15	923900	25330	-Pro-Turf-SIMPSONVILLE - LANDSCAPING AND LAWN CARE @ SIMPSONVILLE FOR 2013 (THIS IS A NOT TO EXCEED AMOUNT ONLY AND NOT A GUARANTEE OF WORK)	JUN-2014
2,927	Other	PROFESSIONAL HEALTH SERVICES INC			90.45	90.45	923900	98267	-PHS Inv. 98267 for medical report on project eng employee	FEB-2014
2,928	Other	PROFORMANCE LLC			588.00	588.00	923900	PROFOR070114	-ProFormance Invoice 7/1/14	AUG-2014
2,929	Other	PROFORMANCE LLC			588.00	588.00	923900	PROFOR080614	-ProFormance Invoice 7/1/14	AUG-2014
2,930	Other	PROJECT SUCCESS INC			1,016.69	1,016.69	923900	12841	-COD TMP Project success method training and toolkit training 11/19/13-11/21/13 services rendered and exp	FEB-2014
2,931	Other	PROJECT SUCCESS INC			1,230.39	1,230.39	923900	12841	-COD TMP Project success method training and toolkit training 11/19/13-11/21/13 services rendered and exp	FEB-2014
2,932	Other	PROJECT SUCCESS INC			1,449.73	1,449.73	923900	12841	-COD TMP Project success method training and toolkit training 11/19/13-11/21/13 services rendered and exp	FEB-2014
2,933	Other	PROJECT SUCCESS INC			1,845.60	1,845.60	923900	12841	-COD TMP Project success method training and toolkit training 11/19/13-11/21/13 services rendered and exp	FEB-2014
2,934	Other	PROJECT SUCCESS INC			5,710.84	5,710.84	923900	12841	-COD TMP Project success method training and toolkit training 11/19/13-11/21/13 services rendered and exp	FEB-2014
2,935	Other	PROJECT SUCCESS INC			618.89	618.89	923900	12993	-Expenses	SEP-2014
2,936	Other	PROJECT SUCCESS INC			6,747.30	6,747.30	923900	12993	-Advanced Project Success Techniques - Facilitating Training	SEP-2014
2,937	Other	QDOBA MEXICAN GRILL			193.42	193.42	923900	29-SEP-2014 11:09 SERV	-QDOBA MEXICAN GRILL-2632 #031246	OCT-2014
2,938	Other	R AND P INDUSTRIAL CHIMNEY CO INC			4,472.00	4,472.00	923100	2014028IN	-INSTALL A NEW 4" I.D. FRP TEST PORT ON UNIT NO. 2 LINER AS PER YOUR PROPOSAL DATED 4/18/14	MAY-2014
2,939	Other	RADIO COMMUNICATIONS SYSTEMS			1,058.82	1,058.82	923900	102199	-Monthly Maintenance Agreement for Astro Units	MAR-2014
2,940	Other	RADIO COMMUNICATIONS SYSTEMS			1,049.83	1,049.83	923900	103518	-Monthly Maintenance Agreement for Astro Units	JUN-2014
2,941	Other	RADIO COMMUNICATIONS SYSTEMS			1,049.82	1,049.82	923900	104295	-Monthly Maintenance Agreement for Astro Units	JUL-2014
2,942	Other	RADIO COMMUNICATIONS SYSTEMS			1,049.83	1,049.83	923900	105086	-Monthly Maintenance Agreement for Astro Units	AUG-2014
2,943	Other	RADIO COMMUNICATIONS SYSTEMS			1,049.82	1,049.82	923900	105860	-Monthly Maintenance Agreement for Astro Units	SEP-2014
2,944	Other	RADIO COMMUNICATIONS SYSTEMS			1,049.82	1,049.82	923900	106634	-Monthly Maintenance Agreement for Astro Units	OCT-2014
2,945	Other	RADIO COMMUNICATIONS SYSTEMS			586.53	586.53	923900	486087	-To pay invoice 486087Land Mobile Radio Repair- Big Stone Gap	OCT-2014
2,946	Other	RADIO COMMUNICATIONS SYSTEMS			504.70	504.70	923900	486090	-To pay invoice 486090 Land mobile radio repair for troy-- TLN3260A Quantar RPTR AC/DC Power Supply	OCT-2014
2,947	Other	RADIO SHACK			1.81	1.81	923900	29-OCT-2014 06:10 SERV	-RADIOSHACK COR00145185 #419295	OCT-2014
2,948	Other	RANDSTAD NORTH AMERICA LP			320.24	320.24	923900	R15138258	-Randstad Staffing - Staffing	NOV-2013
2,949	Other	RANDSTAD NORTH AMERICA LP			952.40	952.40	923900	R15141147	-Randstad - Inv. # R15141147 -Refer to contract #63362	NOV-2013
2,950	Other	RANDSTAD NORTH AMERICA LP			1,470.53	1,470.53	923900	R15143690	-IT Resource - Lee Markham (10-6-13 to 11-3-13)	NOV-2013
2,951	Other	RANDSTAD NORTH AMERICA LP			972.05	972.05	923900	R15264145	-Randstad Inv. #R15264145 - Refer to contract #63362	DEC-2013
2,952	Other	RANDSTAD NORTH AMERICA LP			1,278.29	1,278.29	923900	R15270880	-IT Resource - Lee Markham (11-4-13 to 12-01-13)	DEC-2013
2,953	Other	RANDSTAD NORTH AMERICA LP			1,220.43	1,220.43	923900	R15393723	-Randstad Invoice # R15393723 - Refer to contract #63362	JAN-2014
2,954	Other	RANDSTAD NORTH AMERICA LP			1,345.03	1,345.03	923900	R15403353	-IT Resource - Lee Markham (12-2-13 to 1-5-14)	JAN-2014
2,955	Other	RANDSTAD NORTH AMERICA LP			0.05	0.05	923900	R15555741	-IT Resource - Lee Markham (1-6-14 to 2-2-14)	FEB-2014
2,956	Other	RANDSTAD NORTH AMERICA LP			1,374.41	1,374.41	923900	R15555741	-IT Resource - Lee Markham (1-6-14 to 2-2-14)	FEB-2014
2,957	Other	RANDSTAD NORTH AMERICA LP			193.02	193.02	923900	R15645756	-Invoice #R15645756 - Temporary Employee - Linda SLoss	FEB-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
2,958	Other	RANDSTAD NORTH AMERICA LP			288.22	288.22	923900	R14870210	-IT Resource - Kathleen Dixon (8-5-13 to 8-11-13)	MAR-2014
2,959	Other	RANDSTAD NORTH AMERICA LP			1,419.74	1,419.74	923900	R14876705	-IT Resource - Lee Markham (8-5-13 to 9-1-13)	MAR-2014
2,960	Other	RANDSTAD NORTH AMERICA LP			920.95	920.95	923900	R15674783	-Invoice #R15674783 - Temp Admin in Department - Linda Sloss	MAR-2014
2,961	Other	RANDSTAD NORTH AMERICA LP			1,363.70	1,363.70	923900	R15676053	-IT Resource - Lee Markham (2-3-14 to 3-2-14) -Randstad invoice - #R15778457	MAR-2014
2,962	Other	RANDSTAD NORTH AMERICA LP			804.09	804.09	923900	R15778457	Refer to contract # 63362	APR-2014
2,963	Other	RANDSTAD NORTH AMERICA LP			1,001.94	1,001.94	923900	R15788582	-Invoice R15788582 - for Temp - Linda Sloss	APR-2014
2,964	Other	RANDSTAD NORTH AMERICA LP			46.53	46.53	923900	R15794132	-IT Resource - Lee Markham (3-3-14 to 3-30-14)	APR-2014
2,965	Other	RANDSTAD NORTH AMERICA LP			1,633.23	1,633.23	923900	R15794132	-IT Resource - Lee Markham (3-3-14 to 3-30-14)	APR-2014
2,966	Other	RANDSTAD NORTH AMERICA LP			189.59	189.59	923900	R15882236	-Invoice #R15882236 dated March 30, 2014, from Randstad, to pay for 3 days temporary employee.	APR-2014
2,967	Other	RANDSTAD NORTH AMERICA LP			1,108.41	1,108.41	923900	R15544398	-Randstad - Invoice # \$15544398 Refer to contract #63362	MAY-2014
2,968	Other	RANDSTAD NORTH AMERICA LP			1,108.41	1,108.41	923900	R15662632	-Randstad Invoice # R15662632 Refer to contract # 63362	MAY-2014
2,969	Other	RANDSTAD NORTH AMERICA LP			1,886.60	1,886.60	923900	R15915459	-IT Resource - Lee Markham (3-31-14 to 5-4-14)	MAY-2014
2,970	Other	RANDSTAD NORTH AMERICA LP			1,092.28	1,092.28	923900	R15936229	-Invoice #T15936229 - For Temp Admin - Linda Sloss	MAY-2014
2,971	Other	RANDSTAD NORTH AMERICA LP			1,235.68	1,235.68	923900	R16069070	-IT Resource - Lee Markham (5/5/14 to 6/1/14)	JUN-2014
2,972	Other	RANDSTAD NORTH AMERICA LP			309.18	309.18	923900	R15884337	-Nancy Stuber - 3/24-3/30 (31.16 hours @ \$20.25/hour)	JUL-2014
2,973	Other	RANDSTAD NORTH AMERICA LP			1,804.71	1,804.71	923900	R15913581	-Nancy Stuber - 3/31/14-5/4/14 (180.5 hours @ \$20.25/hour; 92 hours @ \$30.38/hour)	JUL-2014
2,974	Other	RANDSTAD NORTH AMERICA LP			1,205.98	1,205.98	923900	R16189824	-Randstad invoice #R16189824 dated 6/29/14 for temp for Steve Phillips (Lindsey Gatlin).	JUL-2014
2,975	Other	RANDSTAD NORTH AMERICA LP			1,018.71	1,018.71	923900	R16192079	-IT Resource - Lee Markham (6/2/14 to 6/29/14)	JUL-2014
2,976	Other	RANDSTAD NORTH AMERICA LP			853.56	853.56	923900	R16056320	-Temp employee - Linda Sloss for 5-11-14 thru 6-1-14	AUG-2014
2,977	Other	RANDSTAD NORTH AMERICA LP			29.77	29.77	923900	R16062062	-Nancy Stuber - 5/5-5/25 Overtime	AUG-2014
2,978	Other	RANDSTAD NORTH AMERICA LP			1,190.70	1,190.70	923900	R16062062	-Nancy Stuber - 5/5-5/25	AUG-2014
2,979	Other	RANDSTAD NORTH AMERICA LP			963.90	963.90	923900	R16176541	-Temp employee - Linda Sloss for 6-8-14 thru 6-29-14	AUG-2014
2,980	Other	RANDSTAD NORTH AMERICA LP			1,645.32	1,645.32	923900	R16310137	-Randstad invoice #16310137 in the amount of \$3357.80.	AUG-2014
2,981	Other	RANDSTAD NORTH AMERICA LP			1,685.50	1,685.50	923900	R16316287	-IT Resource - Lee Markham (6/30/14 to 8/3/14) -Invoice R16455213	AUG-2014
2,982	Other	RANDSTAD NORTH AMERICA LP			958.95	958.95	923900	R16455213	Temp employee Linda Sloss	SEP-2014
2,983	Other	RANDSTAD NORTH AMERICA LP			1,537.33	1,537.33	923900	R16474865	-IT Resource - Lee Markham (8/4/14 to 8/31/14)	SEP-2014
2,984	Other	RANDSTAD NORTH AMERICA LP			1,121.82	1,121.82	923900	R16299304	-Invoice # R16299304. For Temporary employee Linda Sloss	OCT-2014
2,985	Other	RANDSTAD NORTH AMERICA LP			1,010.01	1,010.01	923900	R16463910	-Inv # R16463910, Dated 08/31/14 for temporary services for Lindsey Gatlin	OCT-2014
2,986	Other	RANDSTAD NORTH AMERICA LP			1,389.15	1,389.15	923900	R16600538	-IT Resource - Lee Markham (9/1/14 to 9/28/14)	OCT-2014
2,987	Other	REAL ESTATE AND RIGHT OF WAY			43.02	43.02	923100	REALESO41414	-REAL ESTATE AND RIGHT OF WAY AGENT	APR-2014
2,988	Other	REAL ESTATE AND RIGHT OF WAY			44.82	44.82	923100	REALESO41414	-REAL ESTATE AND RIGHT OF WAY AGENT	APR-2014
2,989	Other	REAL ESTATE AND RIGHT OF WAY			46.08	46.08	923100	REALESO41414	Monthly fee for March	APR-2014
2,990	Other	REAL ESTATE AND RIGHT OF WAY			45.35	45.35	923100	REALESO71514	-AGENTS ACCOUNT	JUL-2014
2,991	Other	REAL ESTATE AND RIGHT OF WAY			45.88	45.88	923100	REALESO71514	-AGENTS ACCOUNT	JUL-2014
2,992	Other	REAL ESTATE AND RIGHT OF WAY			46.36	46.36	923100	REALESO71514	-AGENTS ACCOUNT	JUL-2014
2,993	Other	RED TIGER SECURITY LLC			23,474.50	23,474.50	923900	161109150	-Conclusion of engagement (50%)	DEC-2013
2,994	Other	RED7E INC			1,242.04	1,242.04	923900	00117500	-Red7e Employee Newsletter Invoice 1175 -Invoice #LGEKU106 dated October 10, 2013, from Redhouse Performance Consulting to pay for delivering Diversity Workshops on Oct 1, 2, 3, 8, and 9, and deducting \$200 for overcharge on previous invoice.	NOV-2013
2,995	Other	REDHOUSE PERFORMANCE CONSULT LLC			4,185.93	4,185.93	923900	LGEKU106	-Diversity Workshops on Oct 15, 16, 17, and 23 and preparation and participation in HR update planning session on Oct 24.	NOV-2013
2,996	Other	REDHOUSE PERFORMANCE CONSULT LLC			3,420.76	3,420.76	923900	LGEKU107	-Diversity training.	FEB-2014
2,997	Other	REDHOUSE PERFORMANCE CONSULT LLC			5,086.13	5,086.13	923900	LGEKU108	-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
2,998	Other	REDHOUSE PERFORMANCE CONSULT LLC			470.17	470.17	923900	LGEKU109	-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
2,999	Other	REDHOUSE PERFORMANCE CONSULT LLC			3,780.84	3,780.84	923900	LGEKU110	-Diversity workshops by A. Roane on February 17, 18, 19, 20, and J. Hauger on February 17, 25, 26, 27 (2 sessions each day). -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
3,000	Other	REDHOUSE PERFORMANCE CONSULT LLC			8,461.88	8,461.88	923900	LGEKU111	-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
3,001	Other	REDHOUSE PERFORMANCE CONSULT LLC			1,611.10	1,611.10	923900	LGEKU112	-Invoice #LGEKU114 dated March 23, 2014, from Redhouse Consulting for expenses for diversity training March 3 through March 20, 2014.	APR-2014
3,002	Other	REDHOUSE PERFORMANCE CONSULT LLC			11,342.52	11,342.52	923900	LGEKU113R	-Invoice #LGEKU 115 dated April 29, 2014, from Redhouse Consulting for conducting diversity workshops in April (14 sessions)	MAY-2014
3,003	Other	REDHOUSE PERFORMANCE CONSULT LLC			1,232.36	1,232.36	923900	LGEKU114	-Expenses for Diversity Workshops in April.	MAY-2014
3,004	Other	REDHOUSE PERFORMANCE CONSULT LLC			9,476.00	9,476.00	923900	LGEKU115	-Invoice LGEKU117 and LGEKU118E dated September 11, 2014, for conducting diversity training and expenses.	OCT-2014
3,005	Other	REDHOUSE PERFORMANCE CONSULT LLC			1,421.26	1,421.26	923900	LGEKU116	-Invoice LGEKU117 and LGEKU118E dated September 11, 2014, for conducting diversity training and expenses.	OCT-2014
3,006	Other	REDHOUSE PERFORMANCE CONSULT LLC			4,324.00	4,324.00	923900	LGEKU117	-Invoice No. LGEKU119 dated October 15, 2014, from Redhouse Performance Consulting for conducting di	OCT-2014
3,007	Other	REDHOUSE PERFORMANCE CONSULT LLC			915.03	915.03	923900	LGEKU118E	-INVOICE 12049, 3284 YELLOWSTONE PKWY	APR-2014
3,008	Other	REDHOUSE PERFORMANCE CONSULT LLC			6,486.00	6,486.00	923900	LGEKU119	Account 923900 Reclass	JUN-2014
3,009	Other	REED UTILITIES CO			(54.36)	(54.36)	923900	12049	Movet o 923900 exp type 0303 per Harriett Eberle	AUG-2014
3,010	Other	Regulatory Accounting & Reporting			33.57	33.57	923900	J202-0020-0614 Adjustment USD	Movet o 923900 exp type 0303 per Harriett Eberle	AUG-2014
3,011	Other	Regulatory Accounting & Reporting			114.90	114.90	923900	J233-0100-0814 Adjustment USD	Movet o 923900 exp type 0303 per Harriett Eberle	AUG-2014
3,012	Other	Regulatory Accounting & Reporting			652.27	652.27	923900	J233-0100-0814 Adjustment USD	-Service Charge for password reset on machine at Somerset not covered under warranty	OCT-2014
3,013	Other	RICOH USA INC			73.50	73.50	923900	1048673363	-Revisions to CEMS QA Plan for TCS-10	DEC-2013
3,014	Other	RMB CONSULTING AND RESEARCH INC			2,318.00	2,318.00	923100	11135	-Revisions to CEMS QA Plan for TCS-10	DEC-2013
3,015	Other	RMB CONSULTING AND RESEARCH INC			3,750.00	3,750.00	923100	11135	-Revisions to CEMS QA Plan for TCS-10	DEC-2013
3,016	Other	ROBERT HALF MANAGEMENT RESOURCES			2,892.80	2,892.80	923900	38914556	-Temporary clerical services for payroll department	NOV-2013

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39000152	-existing PO 71962; contract 28697	NOV-2013
3,018	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39024378	-existing PO 71962; contract 28697	NOV-2013
3,019	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39080988	-existing PO 71962; contract 28697	NOV-2013
3,020	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39121684	-existing PO 71962; contract 28697	NOV-2013
3,021	Other	ROBERT HALF MANAGEMENT RESOURCES			3,182.08	3,182.08	923900	39113737	-Temporary clerical services for payroll department	DEC-2013
3,022	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39168937	-existing PO 71962; contract 28697	DEC-2013
3,023	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39217112	-existing PO 71962; contract 28697	DEC-2013
3,024	Other	ROBERT HALF MANAGEMENT RESOURCES			637.26	637.26	923900	39273857	-existing PO 71962; contract 28697	DEC-2013
3,025	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39320082	-existing PO 71962; contract 28697	DEC-2013
3,026	Other	ROBERT HALF MANAGEMENT RESOURCES			975.00	975.00	923900	39367858	-existing PO 71962; contract 28697	DEC-2013
3,027	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39409132	-existing PO 71962; contract 28697	DEC-2013
3,028	Other	ROBERT HALF MANAGEMENT RESOURCES			2,413.68	2,413.68	923900	39345257	-Temporary clerical services for payroll department	JAN-2014
3,029	Other	ROBERT HALF MANAGEMENT RESOURCES			624.00	624.00	923900	39464258	-existing PO 71962; contract 28697	JAN-2014
3,030	Other	ROBERT HALF MANAGEMENT RESOURCES			676.00	676.00	923900	39519842	-existing PO 71962; contract 28697	JAN-2014
3,031	Other	ROBERT HALF MANAGEMENT RESOURCES			1,826.08	1,826.08	923900	39528180	-Temporary clerical services for payroll department	FEB-2014
3,032	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39550806	-existing PO 71962; contract 28697	FEB-2014
3,033	Other	ROBERT HALF MANAGEMENT RESOURCES			988.00	988.00	923900	39596709	-existing PO 71962; contract 28697	FEB-2014
3,034	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39642210	-existing PO 71962; contract 28697	FEB-2014
3,035	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39689673	-existing PO 71962; contract 28697	FEB-2014
3,036	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39736934	-existing PO 71962; contract 28697	FEB-2014
3,037	Other	ROBERT HALF MANAGEMENT RESOURCES			1,014.00	1,014.00	923900	39783995	-existing PO 71962; contract 28697	FEB-2014
3,038	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	29823467	-existing PO 71962; contract 28697	MAR-2014
3,039	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39879349	-existing PO 71962; contract 28697	MAR-2014
3,040	Other	ROBERT HALF MANAGEMENT RESOURCES			1,040.00	1,040.00	923900	39928972	-existing PO 71962; contract 28697	MAR-2014
3,041	Other	ROBERT HALF MANAGEMENT RESOURCES			1,446.40	1,446.40	923900	39673358	-Temporary clerical services for payroll department	APR-2014
3,042	Other	ROBERT HALF MANAGEMENT RESOURCES			2,892.80	2,892.80	923900	39761428	-Temporary clerical services for payroll department	APR-2014
3,043	Other	ROBERT HALF MANAGEMENT RESOURCES			1,019.20	1,019.20	923900	41248755	-existing PO number 78452	OCT-2014
3,044	Other	ROBERT HALF MANAGEMENT RESOURCES			1,219.85	1,219.85	923900	41299930	-existing PO number 78452	OCT-2014
3,045	Other	ROBERT HALF MANAGEMENT RESOURCES			1,019.20	1,019.20	923900	41350513	-existing PO number 78452	OCT-2014
3,046	Other	ROBERT HALF MANAGEMENT RESOURCES			1,019.20	1,019.20	923900	41402313	-existing PO number 78452	OCT-2014
3,047	Other	ROBERT HALF MANAGEMENT RESOURCES			1,114.75	1,114.75	923900	41455465	-existing PO number 78452	OCT-2014
3,048	Other	ROBERT HALF MANAGEMENT RESOURCES			1,019.20	1,019.20	923900	41505827	-existing PO number 78452	OCT-2014
3,049	Other	ROBERT HALF MANAGEMENT RESOURCES			1,019.20	1,019.20	923900	41575249	-existing PO number 78452	OCT-2014
3,050	Other	RUMPKE OF KENTUCKY INC			195.65	195.65	923900	1779723	-Rumpke-Recycling Charges for September for AOC, BOC, EOC, SSC, LGE as per invoice dated 9/25/2013	NOV-2013
3,051	Other	RUMPKE OF KENTUCKY INC			198.34	198.34	923900	1811024	-Rumpke - Recycling charges for Auburndale, Broadway, East Service Center, South Service Center, and LGE Building as per invoice dated 10/28/2013	NOV-2013
3,052	Other	RUMPKE OF KENTUCKY INC			(31.54)	(31.54)	923900	J017-0020-1113 Adjustment USD	Servco Cash Receipts	NOV-2013
3,053	Other	RUMPKE OF KENTUCKY INC			195.65	195.65	923900	1839260	-Rumpke-Recycling charges for November as per invoice dated 11/25/2013	DEC-2013
3,054	Other	RUMPKE OF KENTUCKY INC			(35.70)	(35.70)	923900	J017-0020-1213 Adjustment USD	Servco Cash Receipts	DEC-2013
3,055	Other	RUMPKE OF KENTUCKY INC			195.65	195.65	923900	1867665	-RUMPKE-Recycling charges for AOC, BOC, ESC, SSC, and LGE Building for December	JAN-2014
3,056	Other	RUMPKE OF KENTUCKY INC			(17.71)	(17.71)	923900	J017-0020-0214 Adjustment USD	Servco Cash Receipts	FEB-2014
3,057	Other	RUMPKE OF KENTUCKY INC			(17.79)	(17.79)	923900	J017-0020-0214 Adjustment USD	Servco Cash Receipts	FEB-2014
3,058	Other	RUMPKE OF KENTUCKY INC			(31.47)	(31.47)	923900	J017-0020-0214 Adjustment USD	Servco Cash Receipts	FEB-2014
3,059	Other	RUMPKE OF KENTUCKY INC			(9.34)	(9.34)	923900	J017-0020-0514 Adjustment USD	Servco Cash Receipts	MAY-2014
3,060	Other	RUMPKE OF KENTUCKY INC			(16.64)	(16.64)	923900	J017-0020-0614 Adjustment USD	Servco Cash Receipts	JUN-2014
3,061	Other	RUMPKE OF KENTUCKY INC			(18.62)	(18.62)	923900	J017-0020-0714 Adjustment USD	LKS Cash Receipts	JUL-2014
3,062	Other	RUMPKE OF KENTUCKY INC			(8.74)	(8.74)	923900	J017-0020-0814 Adjustment USD	LKS Cash Receipts	AUG-2014
3,063	Other	RUMPKE OF KENTUCKY INC			(19.60)	(19.60)	923900	J017-0020-0814 Adjustment USD	LKS Cash Receipts	AUG-2014
3,064	Other	RUS SALES LLC			2,979.81	2,979.81	923900	1408011	-Annual Maintenance and Support for the KU SCADA System	AUG-2014
3,065	Other	S AND L ROBERTS INC			1,375.26	1,375.26	923900	1404	-Customized Enneagram Session 2/11/2014	MAR-2014
3,066	Other	SACI LLC			571.54	571.54	923100	140H-01	-PROFESSIONAL SERVICES	APR-2014
3,067	Other	SAFETYSIGN.COM			293.03	293.03	923100	27-NOV-2013 11:11 SERV	-SAFETYSIGN.COM #031246	NOV-2013
3,068	Other	SAFIER DELI			135.24	135.24	923900	29-SEP-2014 11:09 SERV	-SAFIER DELI #624552	OCT-2014
3,069	Other	SAMS INTERNET			76.66	76.66	923900	31-DEC-2013 11:12 SERV	-SAMS INTERNET #426472	DEC-2013
3,070	Other	SCOMSKILLS LLC			245.61	245.61	923900	631875	-Expenses	APR-2014
3,071	Other	SCOMSKILLS LLC			250.81	250.81	923900	631875	-Consulting for Training and Knowledge Transfer	APR-2014
3,072	Other	SCOMSKILLS LLC			337.49	337.49	923900	255241	-Expenses	MAY-2014
3,073	Other	SCOMSKILLS LLC			5,382.04	5,382.04	923900	255241	-Consulting for Training and Knowledge Transfer	MAY-2014
3,074	Other	SCOMSKILLS LLC			2,942.45	2,942.45	923900	818774	-Amendment 1 and Amendment 3 - Consultant	JUL-2014
3,075	Other	SCOMSKILLS LLC			284.20	284.20	923900	293296	-Amendment 1 and Amendment 3 - Consultant	AUG-2014
3,076	Other	SCOMSKILLS LLC			2,291.36	2,291.36	923900	394535	-Amendment 1 and Amendment 3 - Consultant	AUG-2014
3,077	Other	SEARS			14.93	14.93	923900	30-JAN-2014 09:01 SERV	-SEARS.COM 9300 #426472	JAN-2014
3,078	Other	SEARS			49.76	49.76	923900	30-JAN-2014 09:01 SERV	-SEARS.COM 9300 #426472	JAN-2014
3,079	Other	SEARS			71.65	71.65	923900	30-JAN-2014 09:01 SERV	-SEARS.COM 9300 #426472	JAN-2014
3,080	Other	SEARS			36.35	36.35	923900	27-JUN-2014 13:06 SERV	-SEARS ROEBUCK 1790 #419295	JUN-2014
3,081	Other	SECURITAS SECURITY SERVICES USA INC			7,145.67	7,145.67	923100	E2743872	-Securitas Security Services for E.ON US Center for contract term 2010-2015	NOV-2013
3,082	Other	SECURITAS SECURITY SERVICES USA INC			16.19	16.19	923100	E2765487	-Securitas Security Services for E.ON US Center for contract term 2010-2015	NOV-2013
3,083	Other	SECURITAS SECURITY SERVICES USA INC			(5,858.00)	(5,858.00)	923100	Reverses "J703-0020-1013 Adjustment USD	Securitas Security	NOV-2013
3,084	Other	SECURITAS SECURITY SERVICES USA INC			221.43	221.43	923100	E2742470	-Securitas Security Services for E.ON US Center for contract term 2010-2015	DEC-2013
3,085	Other	SECURITAS SECURITY SERVICES USA INC			65.67	65.67	923100	E2770479	-Securitas Security Services for E.ON US Center for contract term 2010-2015	DEC-2013

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
3,086	Other	SECURITAS SECURITY SERVICES USA INC			6,943.72	6,943.72	923100	E2771834	-Securitas Security Services for E.ON US Center for contract term 2010-2015	DEC-2013
3,087	Other	SECURITAS SECURITY SERVICES USA INC			22.91	22.91	923900	31-DEC-2013 11:12 SERV	-SECURITAS EOC #418990	DEC-2013
3,088	Other	SECURITAS SECURITY SERVICES USA INC			27.04	27.04	923100	E2792742	-Securitas Security Services for E.ON US Center for contract term 2010-2015	JAN-2014
3,089	Other	SECURITAS SECURITY SERVICES USA INC			6,931.34	6,931.34	923100	E2794630	-Securitas Security Services for E.ON US Center for contract term 2010-2015	JAN-2014
3,090	Other	SECURITAS SECURITY SERVICES USA INC			289.56	289.56	923900	E2810890	-To pay for Extra Security @ Cane Run Station for CIP Compliance. Invoice # E2810890	JAN-2014
3,091	Other	SECURITAS SECURITY SERVICES USA INC			7,098.74	7,098.74	923100	E2816970	-Securitas Security Services for E.ON US Center for contract term 2010-2015	FEB-2014
3,092	Other	SECURITAS SECURITY SERVICES USA INC			13.52	13.52	923100	E2829356	-Securitas Security Services for E.ON US Center for contract term 2010-2015	FEB-2014
3,093	Other	SECURITAS SECURITY SERVICES USA INC			15.51	15.51	923900	27-FEB-2014 13:02 SERV	-SECURITAS EOC #418990	FEB-2014
3,094	Other	SECURITAS SECURITY SERVICES USA INC			52.72	52.72	923900	27-FEB-2014 13:02 SERV	-SECURITAS EOC #419014	FEB-2014
3,095	Other	SECURITAS SECURITY SERVICES USA INC			6,447.07	6,447.07	923100	E2847847	-Securitas Security Services for E.ON US Center for contract term 2010-2015	APR-2014
3,096	Other	SECURITAS SECURITY SERVICES USA INC			6,945.29	6,945.29	923100	E2865476	-Securitas Security Services for E.ON US Center for contract term 2010-2015	APR-2014
3,097	Other	SECURITAS SECURITY SERVICES USA INC			6,892.61	6,892.61	923100	E2890939	-Securitas Security Services LGE Center Guard Services for contract term 2010-2015	MAY-2014
3,098	Other	SECURITAS SECURITY SERVICES USA INC			(51,158.34)	(51,158.34)	923100	E2909059	-Securitas Security Services LGE Center Guard Services for contract term 2010-2015	JUL-2014
3,099	Other	SECURITAS SECURITY SERVICES USA INC			58,391.13	58,391.13	923100	E2909059	-Securitas Security Services LGE Center Guard Services for contract term 2010-2015	JUL-2014
3,100	Other	SECURITAS SECURITY SERVICES USA INC			7,355.52	7,355.52	923100	E2936546	-Pay Securitas Security Services USA, Inc Invoice #E2936546 for LG&E Security services June 1 thru June 30, 2014	JUL-2014
3,101	Other	SECURITAS SECURITY SERVICES USA INC			32.78	32.78	923900	29-SEP-2014 11:09 SERV	-SECURITAS EOC #624552	OCT-2014
3,102	Other	SED IT LLC			341.00	341.00	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,103	Other	SED IT LLC			379.75	379.75	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,104	Other	SED IT LLC			379.75	379.75	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,105	Other	SED IT LLC			379.75	379.75	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,106	Other	SED IT LLC			379.75	379.75	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,107	Other	SED IT LLC			379.75	379.75	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,108	Other	SED IT LLC			759.50	759.50	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,109	Other	SED IT LLC			759.50	759.50	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,110	Other	SED IT LLC			759.50	759.50	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,111	Other	SED IT LLC			759.50	759.50	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,112	Other	SED IT LLC			1,519.00	1,519.00	923900	201476	-2011 ITIL (R) Foundation Course 8/11/14-8/13/14 Qty 19	AUG-2014
3,113	Other	SERVICEMASTER ADVANCED COMMERCIAL SRVCS			601.04	601.04	923900	77908	-Service Master Carpet Cleaning Project at LGE Center	NOV-2013
3,114	Other	SERVICEMASTER ADVANCED COMMERCIAL SRVCS			683.53	683.53	923900	77909	-Service Master Carpet Cleaning Project at LGE Center	NOV-2013
3,115	Other	SERVICEMASTER ADVANCED COMMERCIAL SRVCS			341.77	341.77	923900	77910	-Service Master Carpet Cleaning Project at LGE Center	NOV-2013
3,116	Other	SERVICEMASTER ADVANCED COMMERCIAL SRVCS			365.34	365.34	923900	77912	-Service Master Carpet Cleaning Project at LGE Center	NOV-2013
3,117	Other	SHRED IT LOUISVILLE			40.08	40.08	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #054255	NOV-2013
3,118	Other	SHRED IT LOUISVILLE			7.90	7.90	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #070054	NOV-2013
3,119	Other	SHRED IT LOUISVILLE			8.40	8.40	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #070054	NOV-2013
3,120	Other	SHRED IT LOUISVILLE			2.63	2.63	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #310567	NOV-2013
3,121	Other	SHRED IT LOUISVILLE			2.63	2.63	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #310567	NOV-2013
3,122	Other	SHRED IT LOUISVILLE			2.81	2.81	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #310567	NOV-2013
3,123	Other	SHRED IT LOUISVILLE			2.81	2.81	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #310567	NOV-2013
3,124	Other	SHRED IT LOUISVILLE			2.82	2.82	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #310567	NOV-2013
3,125	Other	SHRED IT LOUISVILLE			2.82	2.82	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #310567	NOV-2013
3,126	Other	SHRED IT LOUISVILLE			0.86	0.86	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,127	Other	SHRED IT LOUISVILLE			0.86	0.86	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,128	Other	SHRED IT LOUISVILLE			0.90	0.90	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,129	Other	SHRED IT LOUISVILLE			0.90	0.90	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,130	Other	SHRED IT LOUISVILLE			0.96	0.96	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,131	Other	SHRED IT LOUISVILLE			0.96	0.96	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,132	Other	SHRED IT LOUISVILLE			0.96	0.96	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,133	Other	SHRED IT LOUISVILLE			0.96	0.96	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,134	Other	SHRED IT LOUISVILLE			1.31	1.31	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,135	Other	SHRED IT LOUISVILLE			1.31	1.31	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419063	NOV-2013
3,136	Other	SHRED IT LOUISVILLE			15.49	15.49	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419360	NOV-2013
3,137	Other	SHRED IT LOUISVILLE			15.08	15.08	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #419873	NOV-2013
3,138	Other	SHRED IT LOUISVILLE			2.63	2.63	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #420616	NOV-2013
3,139	Other	SHRED IT LOUISVILLE			2.81	2.81	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #420616	NOV-2013
3,140	Other	SHRED IT LOUISVILLE			2.82	2.82	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #420616	NOV-2013
3,141	Other	SHRED IT LOUISVILLE			7.53	7.53	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #422554	NOV-2013
3,142	Other	SHRED IT LOUISVILLE			7.57	7.57	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #423248	NOV-2013
3,143	Other	SHRED IT LOUISVILLE			7.57	7.57	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #423248	NOV-2013
3,144	Other	SHRED IT LOUISVILLE			7.06	7.06	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #424857	NOV-2013
3,145	Other	SHRED IT LOUISVILLE			45.82	45.82	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #426779	NOV-2013
3,146	Other	SHRED IT LOUISVILLE			1.13	1.13	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #671390	NOV-2013
3,147	Other	SHRED IT LOUISVILLE			2.46	2.46	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #671390	NOV-2013
3,148	Other	SHRED IT LOUISVILLE			34.30	34.30	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #816878	NOV-2013
3,149	Other	SHRED IT LOUISVILLE			7.92	7.92	923900	27-NOV-2013 11:11 SERV	-SHRED IT LOUISVILLE #980427	NOV-2013
3,150	Other	SHRED IT LOUISVILLE			40.08	40.08	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #054255	DEC-2013
3,151	Other	SHRED IT LOUISVILLE			7.90	7.90	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #070054	DEC-2013
3,152	Other	SHRED IT LOUISVILLE			8.40	8.40	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #070054	DEC-2013
3,153	Other	SHRED IT LOUISVILLE			0.86	0.86	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,154	Other	SHRED IT LOUISVILLE			0.86	0.86	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,155	Other	SHRED IT LOUISVILLE			0.90	0.90	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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	SHRED IT LOUISVILLE			0.90	0.90	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,157	Other	SHRED IT LOUISVILLE			0.96	0.96	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,158	Other	SHRED IT LOUISVILLE			0.96	0.96	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,159	Other	SHRED IT LOUISVILLE			0.96	0.96	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,160	Other	SHRED IT LOUISVILLE			0.96	0.96	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,161	Other	SHRED IT LOUISVILLE			1.31	1.31	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,162	Other	SHRED IT LOUISVILLE			1.31	1.31	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419063	DEC-2013
3,163	Other	SHRED IT LOUISVILLE			15.08	15.08	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #419873	DEC-2013
3,164	Other	SHRED IT LOUISVILLE			7.57	7.57	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #423248	DEC-2013
3,165	Other	SHRED IT LOUISVILLE			7.57	7.57	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #423248	DEC-2013
3,166	Other	SHRED IT LOUISVILLE			7.01	7.01	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #424857	DEC-2013
3,167	Other	SHRED IT LOUISVILLE			45.82	45.82	923900	31-DEC-2013 11:12 SERV	-SHRED IT LOUISVILLE #426779	DEC-2013
3,168	Other	SHRED IT LOUISVILLE			40.08	40.08	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #054255	JAN-2014
3,169	Other	SHRED IT LOUISVILLE			7.90	7.90	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #070054	JAN-2014
3,170	Other	SHRED IT LOUISVILLE			7.90	7.90	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #070054	JAN-2014
3,171	Other	SHRED IT LOUISVILLE			8.40	8.40	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #070054	JAN-2014
3,172	Other	SHRED IT LOUISVILLE			8.40	8.40	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #070054	JAN-2014
3,173	Other	SHRED IT LOUISVILLE			0.90	0.90	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,174	Other	SHRED IT LOUISVILLE			0.90	0.90	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,175	Other	SHRED IT LOUISVILLE			0.90	0.90	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,176	Other	SHRED IT LOUISVILLE			0.94	0.94	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,177	Other	SHRED IT LOUISVILLE			0.94	0.94	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,178	Other	SHRED IT LOUISVILLE			0.94	0.94	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,179	Other	SHRED IT LOUISVILLE			0.96	0.96	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,180	Other	SHRED IT LOUISVILLE			0.96	0.96	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,181	Other	SHRED IT LOUISVILLE			0.96	0.96	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,182	Other	SHRED IT LOUISVILLE			0.96	0.96	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,183	Other	SHRED IT LOUISVILLE			0.96	0.96	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,184	Other	SHRED IT LOUISVILLE			0.96	0.96	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,185	Other	SHRED IT LOUISVILLE			1.31	1.31	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,186	Other	SHRED IT LOUISVILLE			1.31	1.31	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,187	Other	SHRED IT LOUISVILLE			1.31	1.31	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #419063	JAN-2014
3,188	Other	SHRED IT LOUISVILLE			7.53	7.53	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #422554	JAN-2014
3,189	Other	SHRED IT LOUISVILLE			7.53	7.53	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #422554	JAN-2014
3,190	Other	SHRED IT LOUISVILLE			8.56	8.56	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #422554	JAN-2014
3,191	Other	SHRED IT LOUISVILLE			7.57	7.57	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #423248	JAN-2014
3,192	Other	SHRED IT LOUISVILLE			7.06	7.06	923100	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #424857	JAN-2014
3,193	Other	SHRED IT LOUISVILLE			45.82	45.82	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #426779	JAN-2014
3,194	Other	SHRED IT LOUISVILLE			45.82	45.82	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #426779	JAN-2014
3,195	Other	SHRED IT LOUISVILLE			45.04	45.04	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #054255	FEB-2014
3,196	Other	SHRED IT LOUISVILLE			9.42	9.42	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #070054	FEB-2014
3,197	Other	SHRED IT LOUISVILLE			10.02	10.02	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #070054	FEB-2014
3,198	Other	SHRED IT LOUISVILLE			1.08	1.08	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,199	Other	SHRED IT LOUISVILLE			1.08	1.08	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,200	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,201	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,202	Other	SHRED IT LOUISVILLE			1.15	1.15	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,203	Other	SHRED IT LOUISVILLE			1.15	1.15	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,204	Other	SHRED IT LOUISVILLE			1.15	1.15	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,205	Other	SHRED IT LOUISVILLE			1.15	1.15	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,206	Other	SHRED IT LOUISVILLE			1.57	1.57	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,207	Other	SHRED IT LOUISVILLE			1.57	1.57	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #419063	FEB-2014
3,208	Other	SHRED IT LOUISVILLE			8.99	8.99	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #422554	FEB-2014
3,209	Other	SHRED IT LOUISVILLE			26.96	26.96	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #422554	FEB-2014
3,210	Other	SHRED IT LOUISVILLE			18.05	18.05	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #423248	FEB-2014
3,211	Other	SHRED IT LOUISVILLE			9.11	9.11	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #426779	FEB-2014
3,212	Other	SHRED IT LOUISVILLE			54.66	54.66	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #426779	FEB-2014
3,213	Other	SHRED IT LOUISVILLE			7.57	7.57	923900	29-OCT-2013 09:10 SERV	-SHRED IT LOUISVILLE #423248	FEB-2014
3,214	Other	SHRED IT LOUISVILLE			7.57	7.57	923900	29-OCT-2013 09:10 SERV	-SHRED IT LOUISVILLE #423248	FEB-2014
3,215	Other	SHRED IT LOUISVILLE			7.07	7.07	923900	30-JAN-2014 09:01 SERV	-SHRED IT LOUISVILLE #143173	FEB-2014
3,216	Other	SHRED IT LOUISVILLE			8.44	8.44	923900	27-FEB-2014 13:02 SERV	-SHRED IT LOUISVILLE #143173	MAR-2014
3,217	Other	SHRED IT LOUISVILLE			42.88	42.88	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #054255	MAR-2014
3,218	Other	SHRED IT LOUISVILLE			9.46	9.46	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #070054	MAR-2014
3,219	Other	SHRED IT LOUISVILLE			10.06	10.06	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #070054	MAR-2014
3,220	Other	SHRED IT LOUISVILLE			3.14	3.14	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #310567	MAR-2014
3,221	Other	SHRED IT LOUISVILLE			3.37	3.37	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #310567	MAR-2014
3,222	Other	SHRED IT LOUISVILLE			3.37	3.37	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #310567	MAR-2014
3,223	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #388760	MAR-2014
3,224	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #388760	MAR-2014
3,225	Other	SHRED IT LOUISVILLE			1.08	1.08	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #419063	MAR-2014

LOUISVILLE GAS AND ELECTRIC 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
3,226	Other	SHRED IT LOUISVILLE			1.13	1.13	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #419063	MAR-2014
3,227	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #419063	MAR-2014
3,228	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #419063	MAR-2014
3,229	Other	SHRED IT LOUISVILLE			1.58	1.58	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #419063	MAR-2014
3,230	Other	SHRED IT LOUISVILLE			18.07	18.07	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #419873	MAR-2014
3,231	Other	SHRED IT LOUISVILLE			20.53	20.53	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #422554	MAR-2014
3,232	Other	SHRED IT LOUISVILLE			9.07	9.07	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #423248	MAR-2014
3,233	Other	SHRED IT LOUISVILLE			63.39	63.39	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #426779	MAR-2014
3,234	Other	SHRED IT LOUISVILLE			3.25	3.25	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #671390	MAR-2014
3,235	Other	SHRED IT LOUISVILLE			26.01	26.01	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #671390	MAR-2014
3,236	Other	SHRED IT LOUISVILLE			17.46	17.46	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #755010	MAR-2014
3,237	Other	SHRED IT LOUISVILLE			42.89	42.89	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #755010	MAR-2014
3,238	Other	SHRED IT LOUISVILLE			42.89	42.89	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #755010	MAR-2014
3,239	Other	SHRED IT LOUISVILLE			12.08	12.08	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #816878	MAR-2014
3,240	Other	SHRED IT LOUISVILLE			12.09	12.09	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #816878	MAR-2014
3,241	Other	SHRED IT LOUISVILLE			12.11	12.11	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #816878	MAR-2014
3,242	Other	SHRED IT LOUISVILLE			9.49	9.49	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #980427	MAR-2014
3,243	Other	SHRED IT LOUISVILLE			42.88	42.88	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #054255	APR-2014
3,244	Other	SHRED IT LOUISVILLE			42.88	42.88	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #054255	APR-2014
3,245	Other	SHRED IT LOUISVILLE			9.50	9.50	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #070054	APR-2014
3,246	Other	SHRED IT LOUISVILLE			10.10	10.10	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #070054	APR-2014
3,247	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #388760	APR-2014
3,248	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #388760	APR-2014
3,249	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #388760	APR-2014
3,250	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #388760	APR-2014
3,251	Other	SHRED IT LOUISVILLE			18.16	18.16	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #419873	APR-2014
3,252	Other	SHRED IT LOUISVILLE			9.65	9.65	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #421507	APR-2014
3,253	Other	SHRED IT LOUISVILLE			10.20	10.20	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #421507	APR-2014
3,254	Other	SHRED IT LOUISVILLE			10.20	10.20	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #421507	APR-2014
3,255	Other	SHRED IT LOUISVILLE			8.50	8.50	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #424857	APR-2014
3,256	Other	SHRED IT LOUISVILLE			55.15	55.15	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #426779	APR-2014
3,257	Other	SHRED IT LOUISVILLE			3.26	3.26	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #671390	APR-2014
3,258	Other	SHRED IT LOUISVILLE			12.13	12.13	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #816878	APR-2014
3,259	Other	SHRED IT LOUISVILLE			12.14	12.14	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #816878	APR-2014
3,260	Other	SHRED IT LOUISVILLE			12.17	12.17	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #816878	APR-2014
3,261	Other	SHRED IT LOUISVILLE			9.36	9.36	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #070054	MAY-2014
3,262	Other	SHRED IT LOUISVILLE			9.98	9.98	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #070054	MAY-2014
3,263	Other	SHRED IT LOUISVILLE			8.45	8.45	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #143173	MAY-2014
3,264	Other	SHRED IT LOUISVILLE			20.10	20.10	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #267009	MAY-2014
3,265	Other	SHRED IT LOUISVILLE			3.22	3.22	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #310567	MAY-2014
3,266	Other	SHRED IT LOUISVILLE			3.34	3.34	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #310567	MAY-2014
3,267	Other	SHRED IT LOUISVILLE			3.34	3.34	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #310567	MAY-2014
3,268	Other	SHRED IT LOUISVILLE			1.08	1.08	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #388760	MAY-2014
3,269	Other	SHRED IT LOUISVILLE			1.09	1.09	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #388760	MAY-2014
3,270	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #388760	MAY-2014
3,271	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #388760	MAY-2014
3,272	Other	SHRED IT LOUISVILLE			18.17	18.17	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #419873	MAY-2014
3,273	Other	SHRED IT LOUISVILLE			3.21	3.21	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #420616	MAY-2014
3,274	Other	SHRED IT LOUISVILLE			3.32	3.32	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #420616	MAY-2014
3,275	Other	SHRED IT LOUISVILLE			3.33	3.33	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #420616	MAY-2014
3,276	Other	SHRED IT LOUISVILLE			9.23	9.23	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #421374	MAY-2014
3,277	Other	SHRED IT LOUISVILLE			9.23	9.23	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #421374	MAY-2014
3,278	Other	SHRED IT LOUISVILLE			9.07	9.07	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #422554	MAY-2014
3,279	Other	SHRED IT LOUISVILLE			8.46	8.46	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #424857	MAY-2014
3,280	Other	SHRED IT LOUISVILLE			54.76	54.76	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #426779	MAY-2014
3,281	Other	SHRED IT LOUISVILLE			1.07	1.07	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,282	Other	SHRED IT LOUISVILLE			1.07	1.07	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,283	Other	SHRED IT LOUISVILLE			1.07	1.07	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,284	Other	SHRED IT LOUISVILLE			1.10	1.10	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,285	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,286	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,287	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,288	Other	SHRED IT LOUISVILLE			1.13	1.13	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,289	Other	SHRED IT LOUISVILLE			1.13	1.13	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,290	Other	SHRED IT LOUISVILLE			1.13	1.13	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,291	Other	SHRED IT LOUISVILLE			1.13	1.13	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,292	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,293	Other	SHRED IT LOUISVILLE			1.19	1.19	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,294	Other	SHRED IT LOUISVILLE			1.19	1.19	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,295	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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	SHRED IT LOUISVILLE			1.25	1.25	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,297	Other	SHRED IT LOUISVILLE			1.26	1.26	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,298	Other	SHRED IT LOUISVILLE			1.26	1.26	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #449752	MAY-2014
3,299	Other	SHRED IT LOUISVILLE			3.06	3.06	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #671390	MAY-2014
3,300	Other	SHRED IT LOUISVILLE			43.41	43.41	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #755010	MAY-2014
3,301	Other	SHRED IT LOUISVILLE			12.04	12.04	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #816878	MAY-2014
3,302	Other	SHRED IT LOUISVILLE			12.05	12.05	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #816878	MAY-2014
3,303	Other	SHRED IT LOUISVILLE			12.08	12.08	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #816878	MAY-2014
3,304	Other	SHRED IT LOUISVILLE			9.44	9.44	923900	29-MAY-2014 11:05 SERV	-SHRED IT LOUISVILLE #980427	MAY-2014
3,305	Other	SHRED IT LOUISVILLE			9.36	9.36	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #070054	JUN-2014
3,306	Other	SHRED IT LOUISVILLE			9.98	9.98	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #070054	JUN-2014
3,307	Other	SHRED IT LOUISVILLE			37.73	37.73	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #143173	JUN-2014
3,308	Other	SHRED IT LOUISVILLE			23.49	23.49	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #259946	JUN-2014
3,309	Other	SHRED IT LOUISVILLE			20.14	20.14	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #267009	JUN-2014
3,310	Other	SHRED IT LOUISVILLE			20.14	20.14	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #267009	JUN-2014
3,311	Other	SHRED IT LOUISVILLE			3.21	3.21	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #310567	JUN-2014
3,312	Other	SHRED IT LOUISVILLE			3.21	3.21	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #310567	JUN-2014
3,313	Other	SHRED IT LOUISVILLE			3.32	3.32	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #310567	JUN-2014
3,314	Other	SHRED IT LOUISVILLE			3.32	3.32	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #310567	JUN-2014
3,315	Other	SHRED IT LOUISVILLE			3.33	3.33	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #310567	JUN-2014
3,316	Other	SHRED IT LOUISVILLE			3.33	3.33	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #310567	JUN-2014
3,317	Other	SHRED IT LOUISVILLE			1.08	1.08	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #388760	JUN-2014
3,318	Other	SHRED IT LOUISVILLE			1.08	1.08	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #388760	JUN-2014
3,319	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #388760	JUN-2014
3,320	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #388760	JUN-2014
3,321	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #388760	JUN-2014
3,322	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #388760	JUN-2014
3,323	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #388760	JUN-2014
3,324	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #388760	JUN-2014
3,325	Other	SHRED IT LOUISVILLE			1.48	1.48	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #388760	JUN-2014
3,326	Other	SHRED IT LOUISVILLE			1.48	1.48	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #388760	JUN-2014
3,327	Other	SHRED IT LOUISVILLE			16.91	16.91	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #419360	JUN-2014
3,328	Other	SHRED IT LOUISVILLE			18.08	18.08	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #419873	JUN-2014
3,329	Other	SHRED IT LOUISVILLE			6.18	6.18	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #420459	JUN-2014
3,330	Other	SHRED IT LOUISVILLE			6.21	6.21	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #420459	JUN-2014
3,331	Other	SHRED IT LOUISVILLE			3.21	3.21	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #420616	JUN-2014
3,332	Other	SHRED IT LOUISVILLE			3.32	3.32	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #420616	JUN-2014
3,333	Other	SHRED IT LOUISVILLE			3.33	3.33	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #420616	JUN-2014
3,334	Other	SHRED IT LOUISVILLE			8.46	8.46	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #424857	JUN-2014
3,335	Other	SHRED IT LOUISVILLE			54.76	54.76	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #426779	JUN-2014
3,336	Other	SHRED IT LOUISVILLE			1.07	1.07	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,337	Other	SHRED IT LOUISVILLE			1.07	1.07	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,338	Other	SHRED IT LOUISVILLE			1.07	1.07	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,339	Other	SHRED IT LOUISVILLE			1.10	1.10	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,340	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,341	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,342	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,343	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,344	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,345	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,346	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,347	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,348	Other	SHRED IT LOUISVILLE			1.19	1.19	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,349	Other	SHRED IT LOUISVILLE			1.19	1.19	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,350	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,351	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,352	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,353	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #449752	JUN-2014
3,354	Other	SHRED IT LOUISVILLE			15.09	15.09	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,355	Other	SHRED IT LOUISVILLE			18.08	18.08	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,356	Other	SHRED IT LOUISVILLE			26.36	26.36	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,357	Other	SHRED IT LOUISVILLE			28.21	28.21	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,358	Other	SHRED IT LOUISVILLE			33.51	33.51	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,359	Other	SHRED IT LOUISVILLE			33.84	33.84	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,360	Other	SHRED IT LOUISVILLE			33.84	33.84	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,361	Other	SHRED IT LOUISVILLE			33.84	33.84	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,362	Other	SHRED IT LOUISVILLE			33.84	33.84	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,363	Other	SHRED IT LOUISVILLE			33.84	33.84	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,364	Other	SHRED IT LOUISVILLE			33.99	33.99	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,365	Other	SHRED IT LOUISVILLE			36.94	36.94	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
3,366	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,367	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,368	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,369	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,370	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,371	Other	SHRED IT LOUISVILLE			47.02	47.02	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,372	Other	SHRED IT LOUISVILLE			50.75	50.75	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,373	Other	SHRED IT LOUISVILLE			95.17	95.17	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #474131	JUN-2014
3,374	Other	SHRED IT LOUISVILLE			3.05	3.05	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #671390	JUN-2014
3,375	Other	SHRED IT LOUISVILLE			17.67	17.67	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #755010	JUN-2014
3,376	Other	SHRED IT LOUISVILLE			43.22	43.22	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #755010	JUN-2014
3,377	Other	SHRED IT LOUISVILLE			43.22	43.22	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #755010	JUN-2014
3,378	Other	SHRED IT LOUISVILLE			12.04	12.04	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #816878	JUN-2014
3,379	Other	SHRED IT LOUISVILLE			12.05	12.05	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #816878	JUN-2014
3,380	Other	SHRED IT LOUISVILLE			12.08	12.08	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #816878	JUN-2014
3,381	Other	SHRED IT LOUISVILLE			9.40	9.40	923900	27-JUN-2014 13:06 SERV	-SHRED IT LOUISVILLE #980427	JUN-2014
3,382	Other	SHRED IT LOUISVILLE			31.39	31.39	923900	27-JUN-2014 13:06 SERV	-SHRED IT NASHVILLE #474131	JUN-2014
3,383	Other	SHRED IT LOUISVILLE			29.36	29.36	923900	27-JUN-2014 13:06 SERV	-SHRED IT KNOXVILLE #755010	JUN-2014
3,384	Other	SHRED IT LOUISVILLE			8.45	8.45	923900	27-MAR-2014 12:03 SERV	-SHRED IT LOUISVILLE #143173	JUN-2014
3,385	Other	SHRED IT LOUISVILLE			8.49	8.49	923900	29-APR-2014 14:04 SERV	-SHRED IT LOUISVILLE #143173	JUN-2014
3,386	Other	SHRED IT LOUISVILLE			42.76	42.76	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #054255	JUL-2014
3,387	Other	SHRED IT LOUISVILLE			42.76	42.76	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #054255	JUL-2014
3,388	Other	SHRED IT LOUISVILLE			9.36	9.36	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #070054	JUL-2014
3,389	Other	SHRED IT LOUISVILLE			9.98	9.98	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #070054	JUL-2014
3,390	Other	SHRED IT LOUISVILLE			23.49	23.49	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #259946	JUL-2014
3,391	Other	SHRED IT LOUISVILLE			20.14	20.14	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #267009	JUL-2014
3,392	Other	SHRED IT LOUISVILLE			20.14	20.14	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #267009	JUL-2014
3,393	Other	SHRED IT LOUISVILLE			3.21	3.21	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #310567	JUL-2014
3,394	Other	SHRED IT LOUISVILLE			3.32	3.32	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #310567	JUL-2014
3,395	Other	SHRED IT LOUISVILLE			3.32	3.32	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #310567	JUL-2014
3,396	Other	SHRED IT LOUISVILLE			3.33	3.33	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #310567	JUL-2014
3,397	Other	SHRED IT LOUISVILLE			1.08	1.08	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #388760	JUL-2014
3,398	Other	SHRED IT LOUISVILLE			1.08	1.08	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #388760	JUL-2014
3,399	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #388760	JUL-2014
3,400	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #388760	JUL-2014
3,401	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #388760	JUL-2014
3,402	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #388760	JUL-2014
3,403	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #388760	JUL-2014
3,404	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #388760	JUL-2014
3,405	Other	SHRED IT LOUISVILLE			1.48	1.48	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #388760	JUL-2014
3,406	Other	SHRED IT LOUISVILLE			1.48	1.48	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #388760	JUL-2014
3,407	Other	SHRED IT LOUISVILLE			15.09	15.09	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #417684	JUL-2014
3,408	Other	SHRED IT LOUISVILLE			10.54	10.54	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #418669	JUL-2014
3,409	Other	SHRED IT LOUISVILLE			18.08	18.08	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #419873	JUL-2014
3,410	Other	SHRED IT LOUISVILLE			6.18	6.18	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #420459	JUL-2014
3,411	Other	SHRED IT LOUISVILLE			3.21	3.21	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #420616	JUL-2014
3,412	Other	SHRED IT LOUISVILLE			3.32	3.32	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #420616	JUL-2014
3,413	Other	SHRED IT LOUISVILLE			3.33	3.33	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #420616	JUL-2014
3,414	Other	SHRED IT LOUISVILLE			8.46	8.46	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #424857	JUL-2014
3,415	Other	SHRED IT LOUISVILLE			54.76	54.76	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #426779	JUL-2014
3,416	Other	SHRED IT LOUISVILLE			1.07	1.07	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,417	Other	SHRED IT LOUISVILLE			1.07	1.07	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,418	Other	SHRED IT LOUISVILLE			1.07	1.07	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,419	Other	SHRED IT LOUISVILLE			1.10	1.10	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,420	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,421	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,422	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,423	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,424	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,425	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,426	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,427	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,428	Other	SHRED IT LOUISVILLE			1.19	1.19	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,429	Other	SHRED IT LOUISVILLE			1.19	1.19	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,430	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,431	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,432	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,433	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #449752	JUL-2014
3,434	Other	SHRED IT LOUISVILLE			15.09	15.09	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #474131	JUL-2014
3,435	Other	SHRED IT LOUISVILLE			15.09	15.09	923900	29-JUL-2014 13:07 SERV	-SHRED IT LOUISVILLE #474131	JUL-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
3,646	Other	SHRED IT LOUISVILLE			42.10	42.10	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,647	Other	SHRED IT LOUISVILLE			42.10	42.10	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,648	Other	SHRED IT LOUISVILLE			42.10	42.10	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,649	Other	SHRED IT LOUISVILLE			42.10	42.10	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,650	Other	SHRED IT LOUISVILLE			42.10	42.10	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,651	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,652	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,653	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,654	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,655	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,656	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,657	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,658	Other	SHRED IT LOUISVILLE			49.06	49.06	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,659	Other	SHRED IT LOUISVILLE			62.03	62.03	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,660	Other	SHRED IT LOUISVILLE			68.79	68.79	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,661	Other	SHRED IT LOUISVILLE			2.97	2.97	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #671390	OCT-2014
3,662	Other	SHRED IT LOUISVILLE			2.98	2.98	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #671390	OCT-2014
3,663	Other	SHRED IT LOUISVILLE			3.96	3.96	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #671390	OCT-2014
3,664	Other	SHRED IT LOUISVILLE			11.93	11.93	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #671390	OCT-2014
3,665	Other	SHRED IT LOUISVILLE			17.59	17.59	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #755010	OCT-2014
3,666	Other	SHRED IT LOUISVILLE			17.67	17.67	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #755010	OCT-2014
3,667	Other	SHRED IT LOUISVILLE			43.03	43.03	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #755010	OCT-2014
3,668	Other	SHRED IT LOUISVILLE			43.22	43.22	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #755010	OCT-2014
3,669	Other	SHRED IT LOUISVILLE			43.22	43.22	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #755010	OCT-2014
3,670	Other	SHRED IT LOUISVILLE			9.00	9.00	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #816878	OCT-2014
3,671	Other	SHRED IT LOUISVILLE			9.01	9.01	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #816878	OCT-2014
3,672	Other	SHRED IT LOUISVILLE			9.01	9.01	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #816878	OCT-2014
3,673	Other	SHRED IT LOUISVILLE			9.21	9.21	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #816878	OCT-2014
3,674	Other	SHRED IT LOUISVILLE			9.36	9.36	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #980427	OCT-2014
3,675	Other	SHRED IT LOUISVILLE			9.40	9.40	923900	29-OCT-2014 06:10 SERV	-SHRED IT LOUISVILLE #980427	OCT-2014
3,676	Other	SHRED IT LOUISVILLE			31.25	31.25	923900	29-OCT-2014 06:10 SERV	-SHRED IT-NASHVILLE #474131	OCT-2014
3,677	Other	SHRED IT LOUISVILLE			31.39	31.39	923900	29-OCT-2014 06:10 SERV	-SHRED IT-NASHVILLE #474131	OCT-2014
3,678	Other	SHRED IT LOUISVILLE			31.39	31.39	923900	29-OCT-2014 06:10 SERV	-SHRED IT-NASHVILLE #474131	OCT-2014
3,679	Other	SHRED IT LOUISVILLE			31.27	31.27	923900	29-OCT-2014 06:10 SERV	-SHRED IT-KNOXVILLE #755010	OCT-2014
3,680	Other	SHRED IT LOUISVILLE			9.36	9.36	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #070054	OCT-2014
3,681	Other	SHRED IT LOUISVILLE			9.98	9.98	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #070054	OCT-2014
3,682	Other	SHRED IT LOUISVILLE			23.49	23.49	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #259946	OCT-2014
3,683	Other	SHRED IT LOUISVILLE			3.21	3.21	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #310567	OCT-2014
3,684	Other	SHRED IT LOUISVILLE			3.32	3.32	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #310567	OCT-2014
3,685	Other	SHRED IT LOUISVILLE			3.33	3.33	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #310567	OCT-2014
3,686	Other	SHRED IT LOUISVILLE			1.08	1.08	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #388760	OCT-2014
3,687	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #388760	OCT-2014
3,688	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #388760	OCT-2014
3,689	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #388760	OCT-2014
3,690	Other	SHRED IT LOUISVILLE			1.48	1.48	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #388760	OCT-2014
3,691	Other	SHRED IT LOUISVILLE			10.55	10.55	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #418669	OCT-2014
3,692	Other	SHRED IT LOUISVILLE			3.21	3.21	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #420616	OCT-2014
3,693	Other	SHRED IT LOUISVILLE			3.32	3.32	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #420616	OCT-2014
3,694	Other	SHRED IT LOUISVILLE			3.33	3.33	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #420616	OCT-2014
3,695	Other	SHRED IT LOUISVILLE			8.46	8.46	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #424857	OCT-2014
3,696	Other	SHRED IT LOUISVILLE			54.76	54.76	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #426779	OCT-2014
3,697	Other	SHRED IT LOUISVILLE			1.06	1.06	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #449752	OCT-2014
3,698	Other	SHRED IT LOUISVILLE			1.06	1.06	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #449752	OCT-2014
3,699	Other	SHRED IT LOUISVILLE			1.07	1.07	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #449752	OCT-2014
3,700	Other	SHRED IT LOUISVILLE			1.10	1.10	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #449752	OCT-2014
3,701	Other	SHRED IT LOUISVILLE			1.11	1.11	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #449752	OCT-2014
3,702	Other	SHRED IT LOUISVILLE			1.12	1.12	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #449752	OCT-2014
3,703	Other	SHRED IT LOUISVILLE			1.13	1.13	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #449752	OCT-2014
3,704	Other	SHRED IT LOUISVILLE			1.13	1.13	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #449752	OCT-2014
3,705	Other	SHRED IT LOUISVILLE			1.16	1.16	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #449752	OCT-2014
3,706	Other	SHRED IT LOUISVILLE			1.18	1.18	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #449752	OCT-2014
3,707	Other	SHRED IT LOUISVILLE			1.19	1.19	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #449752	OCT-2014
3,708	Other	SHRED IT LOUISVILLE			1.19	1.19	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #449752	OCT-2014
3,709	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #449752	OCT-2014
3,710	Other	SHRED IT LOUISVILLE			1.25	1.25	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #449752	OCT-2014
3,711	Other	SHRED IT LOUISVILLE			20.14	20.14	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #454067	OCT-2014
3,712	Other	SHRED IT LOUISVILLE			15.09	15.09	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,713	Other	SHRED IT LOUISVILLE			15.09	15.09	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,714	Other	SHRED IT LOUISVILLE			15.09	15.09	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,715	Other	SHRED IT LOUISVILLE			18.08	18.08	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
3,716	Other	SHRED IT LOUISVILLE			23.20	23.20	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,717	Other	SHRED IT LOUISVILLE			27.12	27.12	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,718	Other	SHRED IT LOUISVILLE			33.84	33.84	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,719	Other	SHRED IT LOUISVILLE			33.84	33.84	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,720	Other	SHRED IT LOUISVILLE			33.84	33.84	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,721	Other	SHRED IT LOUISVILLE			33.84	33.84	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,722	Other	SHRED IT LOUISVILLE			38.62	38.62	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,723	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,724	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,725	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,726	Other	SHRED IT LOUISVILLE			42.29	42.29	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,727	Other	SHRED IT LOUISVILLE			46.81	46.81	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,728	Other	SHRED IT LOUISVILLE			76.10	76.10	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #474131	OCT-2014
3,729	Other	SHRED IT LOUISVILLE			3.71	3.71	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #671390	OCT-2014
3,730	Other	SHRED IT LOUISVILLE			43.22	43.22	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #755010	OCT-2014
3,731	Other	SHRED IT LOUISVILLE			12.04	12.04	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #816878	OCT-2014
3,732	Other	SHRED IT LOUISVILLE			12.05	12.05	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #816878	OCT-2014
3,733	Other	SHRED IT LOUISVILLE			12.08	12.08	923900	29-SEP-2014 11:09 SERV	-SHRED IT LOUISVILLE #816878	OCT-2014
3,734	Other	SHRED IT LOUISVILLE			31.39	31.39	923900	29-SEP-2014 11:09 SERV	-SHRED IT-NASHVILLE #474131	OCT-2014
3,735	Other	SHRED IT LOUISVILLE			94.17	94.17	923900	29-SEP-2014 11:09 SERV	-SHRED IT-NASHVILLE #474131	OCT-2014
3,736	Other	SHRED IT LOUISVILLE			(1.06)	(1.06)	923900	Reverses "J720-0020-0914 Adjustment USD	SHRED IT LOUISVILLE	OCT-2014
3,737	Other	SHRED IT LOUISVILLE			(1.06)	(1.06)	923900	Reverses "J720-0020-0914 Adjustment USD	SHRED IT LOUISVILLE	OCT-2014
3,738	Other	SHRED IT LOUISVILLE			(1.13)	(1.13)	923900	Reverses "J720-0020-0914 Adjustment USD	SHRED IT LOUISVILLE	OCT-2014
3,739	Other	SHRED IT LOUISVILLE			(1.13)	(1.13)	923900	Reverses "J720-0020-0914 Adjustment USD	SHRED IT LOUISVILLE	OCT-2014
3,740	Other	SHRM STORE ONLINE			90.65	90.65	923900	27-AUG-2014 13:08 SERV	-SHRM STORE ONLINE #422034	AUG-2014
3,741	Other	SIGN A RAMA DIXIE			148.26	148.26	923900	1654	-Pay Signarama Dixie Invoice #1654 for sign for new Corporate Security Monitoring Center	DEC-2013
3,742	Other	SIGN A RAMA DIXIE			1,528.07	1,528.07	923900	1654	-Pay Signarama Dixie Invoice #1654 for sign for new Corporate Security Monitoring Center	DEC-2013
3,743	Other	SOAP.COM			158.69	158.69	923900	31-DEC-2013 11:12 SERV	-QI *SOAP.COM #426472	DEC-2013
3,744	Other	SOAP.COM			223.19	223.19	923900	30-JAN-2014 09:01 SERV	-QI *SOAP.COM #426472	JAN-2014
3,745	Other	SOUTH CENTRAL SOUND			(110.54)	(110.54)	923900	A100864	-MUZAC service rendered to move dish for KU GO roof work. Invoice A100864	OCT-2014
3,746	Other	SOUTHWEST SANITATION			13.20	13.20	923900	27-JUN-2014 13:06 SERV	-SOUTHWEST SANITATION #474131	JUN-2014
3,747	Other	SOUTHWEST SANITATION			13.20	13.20	923900	27-JUN-2014 13:06 SERV	-SOUTHWEST SANITATION #474131	JUN-2014
3,748	Other	SOUTHWEST SANITATION			13.20	13.20	923900	29-JUL-2014 13:07 SERV	-SOUTHWEST SANITATION #474131	JUL-2014
3,749	Other	SOUTHWEST SANITATION			13.20	13.20	923900	29-JUL-2014 13:07 SERV	-SOUTHWEST SANITATION #474131	JUL-2014
3,750	Other	SOUTHWEST SANITATION			13.20	13.20	923900	27-AUG-2014 13:08 SERV	-SOUTHWEST SANITATION #474131	AUG-2014
3,751	Other	SOUTHWEST SANITATION			13.20	13.20	923900	29-OCT-2014 06:10 SERV	-SOUTHWEST SANITATION #474131	OCT-2014
3,752	Other	SOUTHWEST SANITATION			13.20	13.20	923900	29-OCT-2014 06:10 SERV	-SOUTHWEST SANITATION #474131	OCT-2014
3,753	Other	SOUTHWEST SANITATION			13.20	13.20	923900	29-SEP-2014 11:09 SERV	-SOUTHWEST SANITATION #474131	OCT-2014
3,754	Other	SOUTHWEST SANITATION			13.20	13.20	923900	29-SEP-2014 11:09 SERV	-SOUTHWEST SANITATION #474131	OCT-2014
3,755	Other	SOUTHWEST SANITATION			13.20	13.20	923900	29-SEP-2014 11:09 SERV	-SOUTHWEST SANITATION #474131	OCT-2014
3,756	Other	SPORTSMANS GUIDE			656.49	656.49	923100	31-DEC-2013 11:12 SERV	-SPORTSMANS GUIDE #419295	DEC-2013
3,757	Other	SPRING STREET STORAGE LLC			239.54	239.54	923900	186	-temporary storage of Records	JAN-2014
3,758	Other	SPRING STREET STORAGE LLC			605.92	605.92	923900	189	-temporary storage of Records	FEB-2014
3,759	Other	SPRING STREET STORAGE LLC			193.40	193.40	923900	195	-temporary storage of Records	MAR-2014
3,760	Other	SPRING STREET STORAGE LLC			193.40	193.40	923900	199	-temporary storage of Records	APR-2014
3,761	Other	SPRING STREET STORAGE LLC			197.66	197.66	923900	202	-temporary storage of Records	MAY-2014
3,762	Other	SPRING STREET STORAGE LLC			197.66	197.66	923900	206	-temporary storage of Records	JUN-2014
3,763	Other	SPRING STREET STORAGE LLC			197.66	197.66	923900	216	-Payment of the storage of records	AUG-2014
3,764	Other	SPRING STREET STORAGE LLC			206.63	206.63	923900	221	-Payment of the storage of records	SEP-2014
3,765	Other	SPRING STREET STORAGE LLC			225.03	225.03	923900	226	-Payment of the storage of records	OCT-2014
3,766	Other	STAPLES			109.20	109.20	923900	31-DEC-2013 11:12 SERV	-STAPLES 00115212 #426472	DEC-2013
3,767	Other	STERICYCLE			256.57	256.57	923900	31-DEC-2013 11:12 SERV	-STERICYCLE #426472	DEC-2013
3,768	Other	Supply Chain Support			558.50	558.50	923900	J752-0020-0714 Adjustment USD	SERVCO Manual Accrual	JUL-2014
3,769	Other	Supply Chain Support			4,606.00	4,606.00	923900	J752-0020-1014 Adjustment USD	SERVCO Manual Accrual	OCT-2014
3,770	Other	Supply Chain Support			4,730.88	4,730.88	923900	J752-0020-1014 Adjustment USD	SERVCO Manual Accrual	OCT-2014
3,771	Other	SURVEYMONKEY.COM			147.00	147.00	923900	29-OCT-2014 06:10 SERV	-SURVEYMONKEY.COM #574948	OCT-2014
3,772	Other	SURVEYMONKEY.COM			99.96	99.96	923900	29-SEP-2014 11:09 SERV	-SURVEYMONKEY.COM #422034	OCT-2014
3,773	Other	TANGOE INC			12,250.00	12,250.00	923900	INV046593	-Installment #1 to Renegotiation Services	OCT-2014
3,774	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			5,930.40	5,930.40	923900	81334	-Temporary IT Resource - Venu Mothukuri	MAR-2014
3,775	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			4,348.96	4,348.96	923900	82786	-Temporary IT Resource - Venu Mothukuri	APR-2014
3,776	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			980.00	980.00	923900	83969	-Temporary IT Resource - Venu Mothukuri	MAY-2014
3,777	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			882.00	882.00	923900	85344A	-Temporary IT Resource - Venu Mothukuri	JUN-2014
3,778	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			3,098.76	3,098.76	923900	85344A	-Temporary IT Resource - Venu Mothukuri	JUN-2014
3,779	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			3,998.40	3,998.40	923900	86952	-Temporary IT Resource - Venu Mothukuri	JUL-2014
3,780	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			246.40	246.40	923900	86953	-Temporary IT Resource - David Kenner	JUL-2014
3,781	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			3,198.72	3,198.72	923900	88244	-Temporary IT Resource - Venu Mothukuri	AUG-2014
3,782	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			5,420.80	5,420.80	923900	88245	-Temporary IT Resource - David Kenner	AUG-2014
3,783	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			27.10	27.10	923900	89564	-Mileage	SEP-2014
3,784	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			5,174.40	5,174.40	923900	89564	-Temporary IT Resource - David Kenner	SEP-2014
3,785	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			27.10	27.10	923900	90748	-Mileage	OCT-2014

LOUISVILLE GAS AND ELECTRIC COMPANY

Case No. 2014-00372

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
3,786	Other	TECHNICAL YOUTH LLC DBA BROOKSOURCE			4,096.40	4,096.40	923900 90748		-Temporary IT Resource - David Kenner	OCT-2014
3,787	Other	TEK SYSTEMS			2,198.50	2,198.50	923900 MX04269803		-Temporary IT Resources (Sudhir Patta - Award Rec)	NOV-2013
3,788	Other	TEK SYSTEMS			1,477.39	1,477.39	923900 MX04270163		-IT Temporary Resource (Venkat Giri)	NOV-2013
3,789	Other	TEK SYSTEMS			9,303.50	9,303.50	923900 MX04270564		-Temporary IT Resource (John McCarty - Off Site)	NOV-2013
3,790	Other	TEK SYSTEMS			16.31	16.31	923900 NW00774300		-Mileage	NOV-2013
3,791	Other	TEK SYSTEMS			146.78	146.78	923900 NW00787022		-Mileage	NOV-2013
3,792	Other	TEK SYSTEMS			5,598.08	5,598.08	923900 NW00787022		-Temporary IT Resource (Stuart Myers)	NOV-2013
3,793	Other	TEK SYSTEMS			1,582.92	1,582.92	923900 MX04305890		-Temporary IT Resources (Sudhir Patta - Award Rec)	DEC-2013
3,794	Other	TEK SYSTEMS			2,585.44	2,585.44	923900 MX04306342		-IT Temporary Resource (Venkat Giri)	DEC-2013
3,795	Other	TEK SYSTEMS			7,484.20	7,484.20	923900 MX04306795		-Temporary IT Resource (John McCarty - Off Site)	DEC-2013
3,796	Other	TEK SYSTEMS			8.34	8.34	923900 NW00791731		-Mileage	DEC-2013
3,797	Other	TEK SYSTEMS			40.59	40.59	923900 NW00803554		-Mileage	DEC-2013
3,798	Other	TEK SYSTEMS			2,115.10	2,115.10	923900 NW00807090		-Temporary IT Resource - John Yarbrough	DEC-2013
3,799	Other	TEK SYSTEMS			2,638.20	2,638.20	923900 MX04350901		-Temporary IT Resources (Sudhir Patta - Award Rec)	JAN-2014
3,800	Other	TEK SYSTEMS			2,585.44	2,585.44	923900 MX04351192		-IT Temporary Resource (Venkat Giri)	JAN-2014
3,801	Other	TEK SYSTEMS			6,877.00	6,877.00	923900 MX04351532		-Temporary IT Resource (John McCarty - Off Site)	JAN-2014
3,802	Other	TEK SYSTEMS			4,831.30	4,831.30	923900 MX04358560		-Temporary IT Resource - Sateesh Gandra	JAN-2014
3,803	Other	TEK SYSTEMS			5,287.41	5,287.41	923900 NW00826723		-Temporary IT Resource - John Yarbrough	JAN-2014
3,804	Other	TEK SYSTEMS			5,540.22	5,540.22	923900 MX04386383		-Temporary IT Resources (Sudhir Patta - Award Rec)	FEB-2014
3,805	Other	TEK SYSTEMS			7,756.31	7,756.31	923900 MX04386682		-IT Temporary Resource (Venkat Giri)	FEB-2014
3,806	Other	TEK SYSTEMS			8,899.85	8,899.85	923900 MX04387010		-Temporary IT Resource (John McCarty - Off Site)	FEB-2014
3,807	Other	TEK SYSTEMS			8,176.04	8,176.04	923900 MX04393722		-Temporary IT Resource - Sateesh Gandra	FEB-2014
3,808	Other	TEK SYSTEMS			9,987.59	9,987.59	923900 MX04394117		-Temporary IT Resource - Sattish Garapati	FEB-2014
3,809	Other	TEK SYSTEMS			5,107.56	5,107.56	923900 NW00840134		-Temporary IT Resource - Jim Jackson	FEB-2014
3,810	Other	TEK SYSTEMS			5,816.35	5,816.35	923900 NW00842671		-Temporary IT Resource - John Yarbrough	FEB-2014
3,811	Other	TEK SYSTEMS			2,806.07	2,806.07	923900 TK03709198		-Temporary IT Resource (Justin Taylor)	FEB-2014
3,812	Other	TEK SYSTEMS			58.71	58.71	923900 TK03710122		-Mileage	FEB-2014
3,813	Other	TEK SYSTEMS			2,783.33	2,783.33	923900 TK03710122		-Temporary IT Resource - Jamie Eldridge	FEB-2014
3,814	Other	TEK SYSTEMS			4,836.70	4,836.70	923900 MX04422293		-Temporary IT Resources (Sudhir Patta - Award Rec)	MAR-2014
3,815	Other	TEK SYSTEMS			7,386.96	7,386.96	923900 MX04422549		-IT Temporary Resource (Venkat Giri)	MAR-2014
3,816	Other	TEK SYSTEMS			5,574.58	5,574.58	923900 MX04428902		-Temporary IT Resource - Sateesh Gandra	MAR-2014
3,817	Other	TEK SYSTEMS			9,488.21	9,488.21	923900 MX04431659		-Temporary IT Resource - Sattish Garapati	MAR-2014
3,818	Other	TEK SYSTEMS			4,527.15	4,527.15	923900 NW00856650		-Temporary IT Resource - Jim Jackson	MAR-2014
3,819	Other	TEK SYSTEMS			5,353.64	5,353.64	923900 NW00858819		-Temporary IT Resource - John Yarbrough	MAR-2014
3,820	Other	TEK SYSTEMS			8,090.48	8,090.48	923900 MX04422874		-Temporary IT Resource (John McCarty - Off Site)	APR-2014
3,821	Other	TEK SYSTEMS			5,716.10	5,716.10	923900 MX04466004		-Temporary IT Resources (Sudhir Patta - Award Rec)	APR-2014
3,822	Other	TEK SYSTEMS			7,386.96	7,386.96	923900 MX04466252		-IT Temporary Resource (Venkat Giri)	APR-2014
3,823	Other	TEK SYSTEMS			7,685.96	7,685.96	923900 MX04466547		-Temporary IT Resource (John McCarty - Off Site)	APR-2014
3,824	Other	TEK SYSTEMS			6,875.31	6,875.31	923900 MX04471773		-Temporary IT Resource - Sateesh Gandra	APR-2014
3,825	Other	TEK SYSTEMS			10,486.96	10,486.96	923900 MX04472117A		-Temporary IT Resource - Sattish Garapati	APR-2014
3,826	Other	TEK SYSTEMS			13.30	13.30	923900 NW00876809		-Mileage	APR-2014
3,827	Other	TEK SYSTEMS			4,904.41	4,904.41	923900 NW00876809		-Temporary IT Resource - Jim Jackson	APR-2014
3,828	Other	TEK SYSTEMS			988.43	988.43	923900 NW00878163A		-Temporary IT Resource - Joshua Rockwell	APR-2014
3,829	Other	TEK SYSTEMS			5,551.92	5,551.92	923900 NW00878762		-Temporary IT Resource - John Yarbrough	APR-2014
3,830	Other	TEK SYSTEMS			6,336.00	6,336.00	923900 MX04502012		-Temporary IT Resources (Sudhir Patta - Award Rec)	MAY-2014
3,831	Other	TEK SYSTEMS			8,450.20	8,450.20	923900 MX04502543		-Temporary IT Resource (John McCarty - Off Site)	MAY-2014
3,832	Other	TEK SYSTEMS			7,277.48	7,277.48	923900 MX04507389		-Temporary IT Resource - Sateesh Gandra	MAY-2014
3,833	Other	TEK SYSTEMS			10,397.84	10,397.84	923900 MX04507699A		-Temporary IT Resource - Sattish Garapati	MAY-2014
3,834	Other	TEK SYSTEMS			12.81	12.81	923900 NW00893440		-Mileage	MAY-2014
3,835	Other	TEK SYSTEMS			4,907.76	4,907.76	923900 NW00893440		-Temporary IT Resource - Jim Jackson	MAY-2014
3,836	Other	TEK SYSTEMS			5,504.74	5,504.74	923900 NW00895236		-Temporary IT Resource - John Yarbrough	MAY-2014
3,837	Other	TEK SYSTEMS			5,192.00	5,192.00	923900 MX04537124		-Temporary IT Resources (Sudhir Patta - Award Rec)	JUN-2014
3,838	Other	TEK SYSTEMS			10,397.84	10,397.84	923900 MX04543260A		-Temporary IT Resource - Sattish Garapati	JUN-2014
3,839	Other	TEK SYSTEMS			8,500.80	8,500.80	923900 MX04546551A		-Temporary IT Resource (John McCarty - Off Site)	JUN-2014
3,840	Other	TEK SYSTEMS			13.06	13.06	923900 NW00909167		-Mileage	JUN-2014
3,841	Other	TEK SYSTEMS			4,820.64	4,820.64	923900 NW00909167		-Temporary IT Resource - Jim Jackson	JUN-2014
3,842	Other	TEK SYSTEMS			26.41	26.41	923900 NW00911108		-Mileage	JUN-2014
3,843	Other	TEK SYSTEMS			5,504.74	5,504.74	923900 NW00911108		-Temporary IT Resource - John Yarbrough	JUN-2014
3,844	Other	TEK SYSTEMS			7,369.60	7,369.60	923900 MX04542944		-Temporary IT Resource - Sateesh Gandra	JUL-2014
3,845	Other	TEK SYSTEMS			3,520.00	3,520.00	923900 MX04583561		-Temporary IT Resources (Sudhir Patta - Award Rec)	JUL-2014
3,846	Other	TEK SYSTEMS			3,684.80	3,684.80	923900 MX04588017		-Temporary IT Resource - Sateesh Gandra	JUL-2014
3,847	Other	TEK SYSTEMS			10,397.84	10,397.84	923900 MX04588251		-Temporary IT Resource - Sattish Garapati	JUL-2014
3,848	Other	TEK SYSTEMS			8,500.80	8,500.80	923900 MX04590973		-Temporary IT Resource (John McCarty - Off Site)	JUL-2014
3,849	Other	TEK SYSTEMS			4,414.08	4,414.08	923900 NW00929878		-Temporary IT Resource - Jim Jackson	JUL-2014
3,850	Other	TEK SYSTEMS			40.96	40.96	923900 NW00931278		-Mileage	JUL-2014
3,851	Other	TEK SYSTEMS			5,504.74	5,504.74	923900 NW00931278		-Temporary IT Resource - John Yarbrough	JUL-2014
3,852	Other	TEK SYSTEMS			2,112.00	2,112.00	923900 MX04620553		-Temporary IT Resources (Sudhir Patta - Award Rec)	AUG-2014
3,853	Other	TEK SYSTEMS			10,892.97	10,892.97	923900 MX04625004		-Temporary IT Resource - Sattish Garapati	AUG-2014
3,854	Other	TEK SYSTEMS			8,905.60	8,905.60	923900 MX04627399		-Temporary IT Resource (John McCarty - Off Site)	AUG-2014
3,855	Other	TEK SYSTEMS			12.94	12.94	923900 NW00947563		-Mileage	AUG-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
3,856	Other	TEK SYSTEMS			5,766.87	5,766.87	923900	NW00947563	-Temporary IT Resource - John Yarbrough	AUG-2014
3,857	Other	TEK SYSTEMS			10,212.16	10,212.16	923900	MX04670783	-Temporary IT Resource - Sattish Garapati	SEP-2014
3,858	Other	TEK SYSTEMS			8,500.80	8,500.80	923900	MX04672812	-Temporary IT Resource (John McCarty - Off Site)	SEP-2014
3,859	Other	TEK SYSTEMS			704.00	704.00	923900	MX04675059	-Temporary IT Resources (Sudhir Patta - Award Rec)	SEP-2014
3,860	Other	TEK SYSTEMS			13.06	13.06	923900	NW00950693B	-Mileage	SEP-2014
3,861	Other	TEK SYSTEMS			5,111.04	5,111.04	923900	NW00950693B	-Temporary IT Resource - Jim Jackson	SEP-2014
3,862	Other	TEK SYSTEMS			40.06	40.06	923900	NW00968052A	-Mileage	SEP-2014
3,863	Other	TEK SYSTEMS			5,504.74	5,504.74	923900	NW00968052A	-Temporary IT Resource - John Yarbrough	SEP-2014
3,864	Other	TEK SYSTEMS			14.27	14.27	923900	NW00970001A	-Mileage	SEP-2014
3,865	Other	TEK SYSTEMS			3,676.76	3,676.76	923900	NW00970001A	-Temporary IT Resource - Gary Emmitt	SEP-2014
3,866	Other	TEK SYSTEMS			8,298.40	8,298.40	923900	MX04710061	-Temporary IT Resource (John McCarty - Off Site)	OCT-2014
3,867	Other	TEK SYSTEMS			352.00	352.00	923900	MX04712093A	-Temporary IT Resources (Sudhir Patta - Award Rec)	OCT-2014
3,868	Other	TEK SYSTEMS			12.81	12.81	923900	NW00966814A	-Mileage	OCT-2014
3,869	Other	TEK SYSTEMS			4,646.40	4,646.40	923900	NW00966814A	-Temporary IT Resource - Jim Jackson	OCT-2014
3,870	Other	TEK SYSTEMS			4,907.76	4,907.76	923900	NW00983650	-Temporary IT Resource - Jim Jackson	OCT-2014
3,871	Other	TEK SYSTEMS			40.34	40.34	923900	NW00984701A	-Mileage	OCT-2014
3,872	Other	TEK SYSTEMS			5,504.74	5,504.74	923900	NW00984701A	-Temporary IT Resource - John Yarbrough	OCT-2014
3,873	Other	TEK SYSTEMS			100.43	100.43	923900	NW00986423	-Mileage	OCT-2014
3,874	Other	TEK SYSTEMS			5,147.47	5,147.47	923900	NW00986423	-Temporary IT Resource - Gary Emmitt	OCT-2014
3,875	Other	THE CATERING COMPANY			179.42	179.42	923900	31-DEC-2013 11:12 SERV	-THE CATERING COMPANY #426472	DEC-2013
3,876	Other	THE CUBERO GROUP			1,002.64	1,002.64	923900	30-JAN-2014 09:01 SERV	-COD - THE CUBERO GROUP #235979	AUG-2014
3,877	Other	THE DATA VAULT			964.03	964.03	923900	184720	-Storage for 1208-02 Servco	JAN-2014
3,878	Other	THE DATA VAULT			1,771.66	1,771.66	923900	184720	-Storage for 1208-00 LG&E	JAN-2014
3,879	Other	THE DATA VAULT			928.43	928.43	923900	185296	-Storage for 1208-02 Servco	FEB-2014
3,880	Other	THE DATA VAULT			1,916.48	1,916.48	923900	185296	-Storage for 1208-00 LG&E	FEB-2014
3,881	Other	THE DATA VAULT			861.82	861.82	923900	185870	-Storage for 1208-02 Servco	MAR-2014
3,882	Other	THE DATA VAULT			1,774.18	1,774.18	923900	185870	-Storage for 1208-00 LG&E	MAR-2014
3,883	Other	THE DATA VAULT			855.75	855.75	923900	186443	-Storage for 1208-02 Servco	APR-2014
3,884	Other	THE DATA VAULT			1,540.19	1,540.19	923900	186443	-Storage for 1208-00 LG&E	APR-2014
3,885	Other	THE DATA VAULT			818.88	818.88	923900	187023	-Storage for 1208-02 Servco	MAY-2014
3,886	Other	THE DATA VAULT			1,545.91	1,545.91	923900	187023	-Storage for 1208-00 LG&E	MAY-2014
3,887	Other	THE DATA VAULT			883.28	883.28	923900	187592	-Storage for 1208-02 Servco	JUN-2014
3,888	Other	THE DATA VAULT			1,676.77	1,676.77	923900	187592	-Storage for 1208-00 LG&E	JUN-2014
3,889	Other	THE DATA VAULT			948.09	948.09	923900	188171	-Storage for 1208-02 Servco	JUL-2014
3,890	Other	THE DATA VAULT			2,300.20	2,300.20	923900	188171	-Storage for 1208-00 LG&E	JUL-2014
3,891	Other	THE DATA VAULT			830.55	830.55	923900	188748	-Storage for 1208-02 Servco	AUG-2014
3,892	Other	THE DATA VAULT			2,115.08	2,115.08	923900	188748	-Storage for 1208-00 LG&E	AUG-2014
3,893	Other	THE DATA VAULT			860.26	860.26	923900	189329	-Storage for 1208-02 Servco	SEP-2014
3,894	Other	THE DATA VAULT			1,770.80	1,770.80	923900	189329	-Storage for 1208-00 LG&E	SEP-2014
3,895	Other	THE DATA VAULT			1,146.42	1,146.42	923900	189903	-Storage for 1208-02 Servco	OCT-2014
3,896	Other	THE DATA VAULT			1,623.48	1,623.48	923900	189903	-Storage for 1208-00 LG&E	OCT-2014
3,897	Other	THE PRIME GROUP LLC			2,044.50	2,044.50	923900	1120131	-Work performed by The Prime Group for LGE/KU for October for unbundled cost calculations	NOV-2013
3,898	Other	THE PRIME GROUP LLC			418.50	418.50	923900	320141	-Consulting work, performed during February for preparing marginal cost of service study for LG&E/KU.	MAR-2014
3,899	Other	THE PRIME GROUP LLC			1,569.37	1,569.37	923900	420141	-Consulting work (marginal cost of service study for LG&E/KU)	APR-2014
3,900	Other	THE PRIME GROUP LLC			138.00	138.00	923900	520141	-Consulting work for April (marginal cost of service study)	JUN-2014
3,901	Other	TOWERS WATSON DATA SERVICE			1,127.00	1,127.00	923900	27-NOV-2013 11:11 SERV	-TOWERS WATSON DATA SRVC #422034	NOV-2013
3,902	Other	TOWERS WATSON DATA SERVICE			2,058.00	2,058.00	923900	29-JUL-2014 13:07 SERV	-TOWERS WATSON DATA SRVC #422034	JUL-2014
3,903	Other	TOWERS WATSON DATA SERVICE			487.55	487.55	923900	27-AUG-2014 13:08 SERV	-TOWERS WATSON DATA SRVC #422034	AUG-2014
3,904	Other	TOWERS WATSON DATA SERVICE			1,519.00	1,519.00	923900	29-OCT-2014 06:10 SERV	-TOWERS WATSON DATA SRVC #422034	OCT-2014
3,905	Other	TOWERS WATSON DATA SERVICE			1,519.00	1,519.00	923900	29-OCT-2014 06:10 SERV	-TOWERS WATSON DATA SRVC #422034	OCT-2014
3,906	Other	TRIAL BEHAVIOR CONSULTING INC			97,980.84	97,980.84	923100	14043	-PROFESSIONAL SERVICES	OCT-2014
3,907	Other	TRIMBLE BANNER DEMOCRAT			173.95	173.95	923900	27010407	-Trimble Banner Democrat	NOV-2013
3,908	Other	TRINITY CONSULTANTS INC			555.32	555.32	923900	1081604	-To establish a PO number for Trinity Consultants - for Trimble County Title V Renewal Permit	MAR-2014
3,909	Other	TRINITY CONSULTANTS INC			5,167.08	5,167.08	923900	1083494	-To establish a PO number for Trinity Consultants - for Trimble County Title V Renewal Permit	APR-2014
3,910	Other	TRINITY CONSULTANTS INC			2,449.47	2,449.47	923900	1086010	-Invoice #1086010 - STAR update 2014	MAY-2014
3,911	Other	TRINITY CONSULTANTS INC			1,540.67	1,540.67	923900	1086293	-To establish a PO number for Trinity Consultants - for Trimble County Title V Renewal Permit	MAY-2014
3,912	Other	TRINITY CONSULTANTS INC			2,196.62	2,196.62	923900	1087045	-To establish a PO number for Trinity Consultants - for Trimble County Title V Renewal Permit	JUN-2014
3,913	Other	TRINITY CONSULTANTS INC			552.56	552.56	923900	1086717	-Invoice #1086717 - 2014 General Consulting Services	JUL-2014
3,914	Other	TRINITY CONSULTANTS INC			3,966.63	3,966.63	923900	1090480	-To establish a PO number for Trinity Consultants - for Trimble County Title V Renewal Permit	AUG-2014
3,915	Other	TRINITY CONSULTANTS INC			4,092.05	4,092.05	923900	1090480	-To add money to existing PO#81847	AUG-2014
3,916	Other	TWO TRG			22.99	22.99	923900	001013341	-Battery Recycling Program	NOV-2013
3,917	Other	TYCO INTEGRATED SECURITY			515.63	515.63	923900	22111329	-Pay Tyco Integrated Security for printable ID cards	JUL-2014
3,918	Other	TYCO INTEGRATED SECURITY			1,718.77	1,718.77	923900	22111333	-Need PO # for Tyco Quote - 1-WYONZZ for 2000 ID Cards	JUL-2014
3,919	Other	TYCO INTEGRATED SECURITY			773.45	773.45	923900	22115000	-Pay Tyco Integrated Security for printable ID cards	JUL-2014
3,920	Other	TYCO INTEGRATED SECURITY			2,578.15	2,578.15	923900	22125673	-Need PO # for Tyco Quote - 1-WYONZZ for 2000 ID Cards	JUL-2014
3,921	Other	ULINE			23.97	23.97	923900	31-DEC-2013 11:12 SERV	-ULINE *SHIP SUPPLIES #426472	DEC-2013
3,922	Other	ULINE			158.87	158.87	923900	31-DEC-2013 11:12 SERV	-ULINE *SHIP SUPPLIES #426472	DEC-2013
3,923	Other	ULINE			339.12	339.12	923900	31-DEC-2013 11:12 SERV	-ULINE *SHIP SUPPLIES #426472	DEC-2013
3,924	Other	ULINE			285.61	285.61	923900	30-JAN-2014 09:01 SERV	-ULINE *SHIP SUPPLIES #426472	JAN-2014
3,925	Other	UNIFORM & CAREER APPAREL			27.00	27.00	923900	27-FEB-2014 13:02 SERV	-UNIFORM&CAREER APPAREL #424857	FEB-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
3,926	Other	UNITED GRAPHICS OF LOUISVILLE			875.00	875.00	923100	120374212447	-Misc Bill Inserts/Newsletters	MAR-2014
3,927	Other	UNITED GRAPHICS OF LOUISVILLE			705.60	705.60	923900	125045226884	-EOS 2014 Results Booklet	AUG-2014
3,928	Other	UNITED GRAPHICS OF LOUISVILLE			79.90	79.90	923900	125769227574	-Misc Bill Inserts/Newsletters	SEP-2014
3,929	Other	UNITED GRAPHICS OF LOUISVILLE			2.24	2.24	923900	125824227746	-Misc Bill Inserts/Newsletters	SEP-2014
3,930	Other	UNITED GRAPHICS OF LOUISVILLE			5.39	5.39	923900	125930227632	-Misc Bill Inserts/Newsletters	SEP-2014
3,931	Other	UNITED GRAPHICS OF LOUISVILLE			2.47	2.47	923900	126157227862	-Misc Bill Inserts/Newsletters	SEP-2014
3,932	Other	UPS			68.62	68.62	923100	29-APR-2014 14:04 SERV	-UPS*000000ROR320134 #426746	APR-2014
3,933	Other	UPS			85.30	85.30	923900	29-MAY-2014 11:05 SERV	-UPS*000000ROR320174 #426746	MAY-2014
3,934	Other	UPS			(51.52)	(51.52)	923900	27-JUL-2012 07:07 SERV	-UPS*0000E40771 #423891	JUN-2014
3,935	Other	URMEDIANOW INC			417.63	417.63	923900	1693	-URMEDIANOW Invoice 1693	DEC-2013
3,936	Other	URMEDIANOW INC			299.55	299.55	923900	1031	-Media Clips - Invoice 1031	FEB-2014
3,937	Other	URMEDIANOW INC			240.97	240.97	923900	1142	-Media Clip - Invoice 1142	FEB-2014
3,938	Other	URMEDIANOW INC			238.11	238.11	923900	1277	-Media Clips	FEB-2014
3,939	Other	URMEDIANOW INC			274.76	274.76	923900	1346	-Media Clips	FEB-2014
3,940	Other	URMEDIANOW INC			235.11	235.11	923900	1479	-Media Clips	FEB-2014
3,941	Other	URMEDIANOW INC			218.66	218.66	923900	1546	-Media Clips	FEB-2014
3,942	Other	URMEDIANOW INC			400.80	400.80	923900	1621	-Media Clips	FEB-2014
3,943	Other	URMEDIANOW INC			369.01	369.01	923900	1852	-URMEDIANOW	FEB-2014
3,944	Other	URMEDIANOW INC			296.82	296.82	923900	1920	-URMEDIANOW Invoice 1920	APR-2014
3,945	Other	URMEDIANOW INC			199.21	199.21	923900	1987	-URMEDIANOW March News Clips, Invoice 1987	APR-2014
3,946	Other	URMEDIANOW INC			266.16	266.16	923900	2195	-URMEDIANOW	JUL-2014
3,947	Other	URMEDIANOW INC			254.19	254.19	923900	1763	-URMediaNow - Media Clip Service	AUG-2014
3,948	Other	URMEDIANOW INC			171.53	171.53	923900	2065	-URMediaNow - Media Clip Service	AUG-2014
3,949	Other	URMEDIANOW INC			327.87	327.87	923900	2259	-URMEDIANOW Invoice 2259	AUG-2014
3,950	Other	URMEDIANOW INC			284.11	284.11	923900	2322	-URMEDIANOW August 2014	SEP-2014
3,951	Other	URMEDIANOW INC			295.70	295.70	923900	2382	-URMEDIANOW Invoice 2382	OCT-2014
3,952	Other	US ECOLOGY NEVADA INC			4,152.43	4,152.43	923900	B114588	-invoice #B114588 - Shipment of PCB regulate items from N. Limestone for disposal	NOV-2013
3,953	Other	US ECOLOGY NEVADA INC			7,640.04	7,640.04	923900	B119064	-Invoice B119064 - PCB Item Disposal from KU-N Limestone	MAR-2014
3,954	Other	US ECOLOGY NEVADA INC			4,611.85	4,611.85	923900	B124482	-Invoice #B124482 - For Disposal Shipment of PCB Waste from KU-N Limestone.	SEP-2014
3,955	Other	US HEALTHWORKS MED GROUP			27.00	27.00	923900	27-JUN-2014 13:06 SERV	-US HEALTHWORKS MED GRP #945273	JUN-2014
3,956	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			14.46	14.46	923100	LGK25130205	-Background checks for NERC compliance. 7th Fir Telecom LGK-25 130205	NOV-2013
3,957	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			7.80	7.80	923900	27-NOV-2013 11:11 SERV	-VALIDEX #413536	NOV-2013
3,958	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			17.26	17.26	923900	27-NOV-2013 11:11 SERV	-VALIDEX #413536	NOV-2013
3,959	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			27.19	27.19	923900	27-NOV-2013 11:11 SERV	-VALIDEX #413536	NOV-2013
3,960	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			28.98	28.98	923900	27-NOV-2013 11:11 SERV	-VALIDEX #413536	NOV-2013
3,961	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			56.36	56.36	923900	27-NOV-2013 11:11 SERV	-VALIDEX #413536	NOV-2013
3,962	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			115.51	115.51	923900	27-NOV-2013 11:11 SERV	-VALIDEX #413536	NOV-2013
3,963	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			1,562.87	1,562.87	923900	27-NOV-2013 11:11 SERV	-VALIDEX #413536	NOV-2013
3,964	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			16.08	16.08	923900	27-NOV-2013 11:11 SERV	-VALIDEX #420574	NOV-2013
3,965	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			35.66	35.66	923900	27-NOV-2013 11:11 SERV	-VALIDEX #712598	NOV-2013
3,966	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			51.04	51.04	923900	27-NOV-2013 11:11 SERV	-VALIDEX #831695	NOV-2013
3,967	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			7.92	7.92	923900	31-DEC-2013 11:12 SERV	-VALIDEX #413536	DEC-2013
3,968	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			29.68	29.68	923900	31-DEC-2013 11:12 SERV	-VALIDEX #413536	DEC-2013
3,969	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			99.06	99.06	923900	31-DEC-2013 11:12 SERV	-VALIDEX #413536	DEC-2013
3,970	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			253.77	253.77	923900	LGK24131230	-Background checks for NERC Compliance LGK-24 131230	JAN-2014
3,971	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			23.77	23.77	923900	30-JAN-2014 09:01 SERV	-VALIDEX #413536	JAN-2014
3,972	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			27.17	27.17	923900	30-JAN-2014 09:01 SERV	-VALIDEX #413536	JAN-2014
3,973	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			38.40	38.40	923900	30-JAN-2014 09:01 SERV	-VALIDEX #413536	JAN-2014
3,974	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			66.40	66.40	923900	30-JAN-2014 09:01 SERV	-VALIDEX #413536	JAN-2014
3,975	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			39.54	39.54	923900	LGK24140304	-COD PAM Background checks for NERC Compliance LGK-23 131230	FEB-2014
3,976	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			30.32	30.32	923900	LGK24140203	-Background checks for NERC compliance LGK-24 140203	FEB-2014
3,977	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			28.29	28.29	923900	27-FEB-2014 13:02 SERV	-VALIDEX #413536	FEB-2014
3,978	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			30.18	30.18	923900	27-FEB-2014 13:02 SERV	-VALIDEX #413536	FEB-2014
3,979	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			90.14	90.14	923900	27-FEB-2014 13:02 SERV	-VALIDEX #413536	FEB-2014
3,980	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			155.79	155.79	923900	27-FEB-2014 13:02 SERV	-VALIDEX #413536	FEB-2014
3,981	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			164.94	164.94	923900	27-FEB-2014 13:02 SERV	-VALIDEX #413536	FEB-2014
3,982	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			30.32	30.32	923900	LGK24140304	-Background checks for NERC compliance LGK-24 140304	MAR-2014
3,983	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			4.64	4.64	923900	27-MAR-2014 12:03 SERV	-VALIDEX #413536	MAR-2014
3,984	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			29.48	29.48	923900	27-MAR-2014 12:03 SERV	-VALIDEX #413536	MAR-2014
3,985	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			20.78	20.78	923900	LGK24140402	-Background checks for NERC compliance LGK-24 140402	APR-2014
3,986	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			2.45	2.45	923900	LGK512130730	-Invoice #LGK-512-130730 - Paying Environmental Affairs portion of Invoice - 6.85 per Michelle Bridges	APR-2014
3,987	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			5.46	5.46	923900	29-APR-2014 14:04 SERV	-VALIDEX #413536	APR-2014
3,988	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			23.54	23.54	923900	29-APR-2014 14:04 SERV	-VALIDEX #413536	APR-2014
3,989	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			29.70	29.70	923900	29-APR-2014 14:04 SERV	-VALIDEX #413536	APR-2014
3,990	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			55.66	55.66	923900	29-APR-2014 14:04 SERV	-VALIDEX #413536	APR-2014
3,991	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			74.19	74.19	923900	29-APR-2014 14:04 SERV	-VALIDEX #413536	APR-2014
3,992	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			74.46	74.46	923900	29-APR-2014 14:04 SERV	-VALIDEX #413536	APR-2014
3,993	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			121.98	121.98	923900	29-APR-2014 14:04 SERV	-VALIDEX #413536	APR-2014
3,994	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			304.51	304.51	923900	LGK24140429	-Background checks for NERC compliance LGK-24 140429	MAY-2014
3,995	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			59.75	59.75	923900	LGK64140429	-Background checks for NERC compliance LGK-64 140429	MAY-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
3,996	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			154.35	154.35	923900	29-MAY-2014 11:05 SERV	-VALIDEX #413536	MAY-2014
3,997	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			157.47	157.47	923900	29-MAY-2014 11:05 SERV	-VALIDEX #413536	MAY-2014
3,998	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			175.21	175.21	923900	LGK24140604	-Pay Validex 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
3,999	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			13.46	13.46	923900	LGK64140604	-Pay Validex 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
4,000	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			17.03	17.03	923900	27-JUN-2014 13:06 SERV	-VALIDEX #413536	JUN-2014
4,001	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			23.50	23.50	923900	27-JUN-2014 13:06 SERV	-VALIDEX #413536	JUN-2014
4,002	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			23.52	23.52	923900	29-APR-2014 14:04 SERV	-VALIDEX #235979	JUN-2014
4,003	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			21.33	21.33	923900	LGK19140701	-Pay Validex for Background Checks for the following Invoices: LGK-19 140701, LGK-22 140701, LGK-23 140701, and LGK-24 140701	JUL-2014
4,004	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			22.46	22.46	923900	LGK22140701	-Pay Validex for Background Checks for the following Invoices: LGK-19 140701, LGK-22 140701, LGK-23 140701, and LGK-24 140701	JUL-2014
4,005	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			17.45	17.45	923900	LGK23140701	-Pay Validex for Background Checks for the following Invoices: LGK-19 140701, LGK-22 140701, LGK-23 140701, and LGK-24 140701	JUL-2014
4,006	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			6.94	6.94	923900	LGK23140708	-Pay Validex Invoice #LGK-23 140708 and Invoice #LGK-24 140708 for background checks	JUL-2014
4,007	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			34.58	34.58	923900	LGK24140701	-Pay Validex for Background Checks for the following Invoices: LGK-19 140701, LGK-22 140701, LGK-23 140701, and LGK-24 140701	JUL-2014
4,008	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			11.31	11.31	923900	LGK24140708	-Pay Validex Invoice #LGK-23 140708 and Invoice #LGK-24 140708 for background checks	JUL-2014
4,009	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			14.55	14.55	923900	29-JUL-2014 13:07 SERV	-VALIDEX #413536	JUL-2014
4,010	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			17.86	17.86	923900	29-JUL-2014 13:07 SERV	-VALIDEX #454430	JUL-2014
4,011	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			23.59	23.59	923900	29-JUL-2014 13:07 SERV	-VALIDEX #471400	JUL-2014
4,012	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			26.51	26.51	923900	27-AUG-2014 13:08 SERV	-VALIDEX #070558	AUG-2014
4,013	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			26.56	26.56	923900	27-AUG-2014 13:08 SERV	-VALIDEX #070558	AUG-2014
4,014	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			33.18	33.18	923900	27-AUG-2014 13:08 SERV	-VALIDEX #070558	AUG-2014
4,015	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			20.86	20.86	923900	27-AUG-2014 13:08 SERV	-VALIDEX #411299	AUG-2014
4,016	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			14.55	14.55	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,017	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			20.48	20.48	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,018	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			23.18	23.18	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,019	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			23.19	23.19	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,020	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			26.35	26.35	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,021	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			45.18	45.18	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,022	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			122.08	122.08	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,023	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			122.25	122.25	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,024	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			128.59	128.59	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,025	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			165.28	165.28	923900	27-AUG-2014 13:08 SERV	-VALIDEX #413536	AUG-2014
4,026	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			18.26	18.26	923900	27-AUG-2014 13:08 SERV	-VALIDEX #421374	AUG-2014
4,027	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			45.43	45.43	923900	27-AUG-2014 13:08 SERV	-VALIDEX #471400	AUG-2014
4,028	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			33.81	33.81	923900	27-AUG-2014 13:08 SERV	-VALIDEX #574898	AUG-2014
4,029	Other	VALIDEX EMPLOYMENT SCREENING SERVICES			7.35	7.35	923900	29-OCT-2014 06:10 SERV	-VALIDEX #624537	OCT-2014
4,030	Other	VANTAGE ENERGY CONSULTING LLC			7,957.96	7,957.96	923900	20131017	-COD PAM Services provided in support of KU/LGE Environmental Compliance	DEC-2013
4,031	Other	VANTAGE ENERGY CONSULTING LLC			4,324.00	4,324.00	923900	20140118	-COD GMT	APR-2014
4,032	Other	VANTAGE ENERGY CONSULTING LLC			9,258.34	9,258.34	923900	20140428	-COD PAM Work performed relating to the environmental compliance cases for April 2014	JUN-2014
4,033	Other	VANTAGE ENERGY CONSULTING LLC			12,786.93	12,786.93	923900	20140728	-Expenses related to environmental compliance cases for July 2014.	AUG-2014
4,034	Other	WALGREENS			2.07	2.07	923900	29-JUL-2014 13:07 SERV	-WALGREENS #6171 #419873	JUL-2014
4,035	Other	WASTE MANAGEMENT OF KENTUCKY LLC			50.00	50.00	923100	00493262482SPRC	-invoice #0049326-2482SPRC - empty containers	NOV-2013
4,036	Other	WASTE MANAGEMENT OF KENTUCKY LLC			50.00	50.00	923100	00493262482SPAF	-invoice # 0049326-2482SPAF - Silicone Contaminated Water	DEC-2013
4,037	Other	WASTE MANAGEMENT OF KENTUCKY LLC			150.00	150.00	923100	00495722482SPAF	-invoice 0049572-2482SPAF - Hydrulic Oil Contaminated Soil	DEC-2013
4,038	Other	WASTE MANAGEMENT OF KENTUCKY LLC			50.00	50.00	923100	00505932482SP	-Invoice #0050593-2482SP - Trench Cleanout Debris	APR-2014
4,039	Other	WASTE MANAGEMENT OF KENTUCKY LLC			25.00	25.00	923100	00516662482SP	-Invoice 0051666-2482SP Waste removal	SEP-2014
4,040	Other	WEBUCATOR			23.45	23.45	923900	31-DEC-2013 11:12 SERV	-WEBUCATOR #426472	DEC-2013
4,041	Other	WEBUCATOR			23.45	23.45	923900	31-DEC-2013 11:12 SERV	-WEBUCATOR #426472	DEC-2013
4,042	Other	WHAYNE SUPPLY CO			516.12	516.12	923900	P560444	-WHAYNE SUPPLY - REPAIRS FORMED TO TIGHTEN FUEL LINES TO DAY TANK ON GEN A SBJ00444, GEN A SBJ00445 AND ENVIRONMENTAL FEES ASSOCIATED WITH WORK AS PER INV #P560444 DATED 11/7/13	NOV-2013
4,043	Other	WHAYNE SUPPLY CO			56.79	56.79	923900	P560701	-WHAYNE SUPPLY - INV P560701 DATED 11/11/2013 - SIMPSONVILLE LOAD ENVIRONMENTAL FEE	NOV-2013
4,044	Other	WHAYNE SUPPLY CO			1,419.63	1,419.63	923900	P560701	-WHAYNE SUPPLY - INV P560701 DATED 11/11/2013 - SIMPSONVILLE LOAD BANK TEST SEGMENT 02	NOV-2013
4,045	Other	WHAYNE SUPPLY CO			1,419.63	1,419.63	923900	P560701	-WHAYNE SUPPLY - INV P560701 DATED 11/11/2013 - SIMPSONVILLE LOAD BANK TEST SEGMENT 01	NOV-2013
4,046	Other	WILLIS KLEIN SAFELOCK			12.36	12.36	923900	S1316675001	-FREIGHT	DEC-2013
4,047	Other	WILLIS KLEIN SAFELOCK			1,284.28	1,284.28	923900	S1316675001	-Pay Willis Klein Invoice #S1316675.001 for new key cutter	DEC-2013
4,048	Other	WORKERS HEALTH SOLUTIONS			27.93	27.93	923900	27-JUN-2014 13:06 SERV	-WORKERS HEALTH SOLUTIONS #070582	JUN-2014
4,049	Other	WORKWELL			22.29	22.29	923900	27-NOV-2013 11:11 SERV	-WORKWELL #426373	NOV-2013
4,050	Other	WORLDATWORK			115.15	115.15	923900	27-AUG-2014 13:08 SERV	-WORLDATWORK #422034	AUG-2014
4,051	Other	XEROX CORP			2.55	2.55	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,052	Other	XEROX CORP			3.56	3.56	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,053	Other	XEROX CORP			5.67	5.67	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,054	Other	XEROX CORP			6.00	6.00	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,055	Other	XEROX CORP			8.91	8.91	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,056	Other	XEROX CORP			15.06	15.06	923100	070809435	-Office Services from 2010 through 2015	DEC-2013

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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
4,057	Other	XEROX CORP			22.66	22.66	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,058	Other	XEROX CORP			30.29	30.29	923100	070809435	-Office Services from 2010 through 2015	DEC-2013
4,059	Other	XEROX CORP			1.04	1.04	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,060	Other	XEROX CORP			1.45	1.45	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,061	Other	XEROX CORP			2.31	2.31	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,062	Other	XEROX CORP			2.44	2.44	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,063	Other	XEROX CORP			3.63	3.63	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,064	Other	XEROX CORP			6.13	6.13	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,065	Other	XEROX CORP			9.23	9.23	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,066	Other	XEROX CORP			12.34	12.34	923100	070975547	-Office Services from 2010 through 2015	DEC-2013
4,067	Other	XEROX CORP			0.53	0.53	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,068	Other	XEROX CORP			2.38	2.38	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,069	Other	XEROX CORP			3.33	3.33	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,070	Other	XEROX CORP			5.29	5.29	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,071	Other	XEROX CORP			5.58	5.58	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,072	Other	XEROX CORP			8.29	8.29	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,073	Other	XEROX CORP			20.85	20.85	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,074	Other	XEROX CORP			28.24	28.24	923100	071288830	-Office Services from 2010 through 2015	DEC-2013
4,075	Other	XEROX CORP			0.22	0.22	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,076	Other	XEROX CORP			0.97	0.97	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,077	Other	XEROX CORP			1.36	1.36	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,078	Other	XEROX CORP			2.15	2.15	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,079	Other	XEROX CORP			2.27	2.27	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,080	Other	XEROX CORP			3.38	3.38	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,081	Other	XEROX CORP			8.49	8.49	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,082	Other	XEROX CORP			11.51	11.51	923100	071449266	-Office Services from 2010 through 2015	DEC-2013
4,083	Other	XEROX CORP			1.62	1.62	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,084	Other	XEROX CORP			7.20	7.20	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,085	Other	XEROX CORP			10.08	10.08	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,086	Other	XEROX CORP			16.02	16.02	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,087	Other	XEROX CORP			16.92	16.92	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,088	Other	XEROX CORP			25.11	25.11	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,089	Other	XEROX CORP			63.18	63.18	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,090	Other	XEROX CORP			85.59	85.59	923100	126861331	-Office Services from 2010 through 2015	DEC-2013
4,091	Other	XEROX CORP			1,329.25	1,329.25	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,092	Other	XEROX CORP			1,854.77	1,854.77	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,093	Other	XEROX CORP			2,952.18	2,952.18	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,094	Other	XEROX CORP			3,122.20	3,122.20	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,095	Other	XEROX CORP			4,636.93	4,636.93	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,096	Other	XEROX CORP			7,836.41	7,836.41	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,097	Other	XEROX CORP			11,793.25	11,793.25	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,098	Other	XEROX CORP			15,765.55	15,765.55	923100	127416197	-Office Services from 2010 through 2015	DEC-2013
4,099	Other	XEROX CORP			346.34	346.34	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,100	Other	XEROX CORP			483.27	483.27	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,101	Other	XEROX CORP			769.20	769.20	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,102	Other	XEROX CORP			813.50	813.50	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,103	Other	XEROX CORP			1,208.18	1,208.18	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,104	Other	XEROX CORP			2,041.82	2,041.82	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,105	Other	XEROX CORP			3,072.79	3,072.79	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,106	Other	XEROX CORP			4,107.80	4,107.80	923100	127416198	-Office Services from 2010 through 2015	DEC-2013
4,107	Other	XEROX CORP			1.82	1.82	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,108	Other	XEROX CORP			2.54	2.54	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,109	Other	XEROX CORP			4.04	4.04	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,110	Other	XEROX CORP			4.28	4.28	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,111	Other	XEROX CORP			6.35	6.35	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,112	Other	XEROX CORP			10.74	10.74	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,113	Other	XEROX CORP			16.16	16.16	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,114	Other	XEROX CORP			21.60	21.60	923100	127416199	-Office Services from 2010 through 2015	DEC-2013
4,115	Other	XEROX CORP			4.06	4.06	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,116	Other	XEROX CORP			5.67	5.67	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,117	Other	XEROX CORP			9.02	9.02	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,118	Other	XEROX CORP			9.54	9.54	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,119	Other	XEROX CORP			14.17	14.17	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,120	Other	XEROX CORP			23.96	23.96	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,121	Other	XEROX CORP			36.05	36.05	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,122	Other	XEROX CORP			48.19	48.19	923100	127416200	-Office Services from 2010 through 2015	DEC-2013
4,123	Other	XEROX CORP			9.97	9.97	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,124	Other	XEROX CORP			13.91	13.91	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,125	Other	XEROX CORP			22.15	22.15	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,126	Other	XEROX CORP			23.42	23.42	923100	127416201	-Office Services from 2010 through 2015	DEC-2013

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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
4,127	Other	XEROX CORP			34.78	34.78	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,128	Other	XEROX CORP			58.79	58.79	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,129	Other	XEROX CORP			88.47	88.47	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,130	Other	XEROX CORP			118.27	118.27	923100	127416201	-Office Services from 2010 through 2015	DEC-2013
4,131	Other	XEROX CORP			301.44	301.44	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,132	Other	XEROX CORP			1,339.75	1,339.75	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,133	Other	XEROX CORP			1,875.65	1,875.65	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,134	Other	XEROX CORP			2,980.95	2,980.95	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,135	Other	XEROX CORP			3,148.42	3,148.42	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,136	Other	XEROX CORP			4,672.39	4,672.39	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,137	Other	XEROX CORP			11,756.33	11,756.33	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,138	Other	XEROX CORP			15,926.31	15,926.31	923100	127892985	-Office Services from 2010 through 2015	DEC-2013
4,139	Other	XEROX CORP			74.75	74.75	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,140	Other	XEROX CORP			332.23	332.23	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,141	Other	XEROX CORP			465.12	465.12	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,142	Other	XEROX CORP			739.20	739.20	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,143	Other	XEROX CORP			780.73	780.73	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,144	Other	XEROX CORP			1,158.64	1,158.64	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,145	Other	XEROX CORP			2,915.28	2,915.28	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,146	Other	XEROX CORP			3,949.33	3,949.33	923100	127892986	-Office Services from 2010 through 2015	DEC-2013
4,147	Other	XEROX CORP			0.35	0.35	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,148	Other	XEROX CORP			1.55	1.55	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,149	Other	XEROX CORP			2.17	2.17	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,150	Other	XEROX CORP			3.45	3.45	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,151	Other	XEROX CORP			3.64	3.64	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,152	Other	XEROX CORP			5.41	5.41	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,153	Other	XEROX CORP			13.60	13.60	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,154	Other	XEROX CORP			18.42	18.42	923100	127892987	-Office Services from 2010 through 2015	DEC-2013
4,155	Other	XEROX CORP			1.50	1.50	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,156	Other	XEROX CORP			6.65	6.65	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,157	Other	XEROX CORP			9.31	9.31	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,158	Other	XEROX CORP			14.80	14.80	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,159	Other	XEROX CORP			15.63	15.63	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,160	Other	XEROX CORP			23.19	23.19	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,161	Other	XEROX CORP			58.35	58.35	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,162	Other	XEROX CORP			79.05	79.05	923100	127892988	-Office Services from 2010 through 2015	DEC-2013
4,163	Other	XEROX CORP			2.50	2.50	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,164	Other	XEROX CORP			2.62	2.62	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,165	Other	XEROX CORP			3.30	3.30	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,166	Other	XEROX CORP			6.15	6.15	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,167	Other	XEROX CORP			13.98	13.98	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,168	Other	XEROX CORP			15.80	15.80	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,169	Other	XEROX CORP			23.04	23.04	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,170	Other	XEROX CORP			31.41	31.41	923900	071784021	-Office Services from 2010 through 2015	JAN-2014
4,171	Other	XEROX CORP			1.02	1.02	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,172	Other	XEROX CORP			1.07	1.07	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,173	Other	XEROX CORP			1.35	1.35	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,174	Other	XEROX CORP			2.51	2.51	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,175	Other	XEROX CORP			5.70	5.70	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,176	Other	XEROX CORP			6.44	6.44	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,177	Other	XEROX CORP			9.39	9.39	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,178	Other	XEROX CORP			12.81	12.81	923900	071951092	-Office Services from 2010 through 2015	JAN-2014
4,179	Other	XEROX CORP			1,283.44	1,283.44	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,180	Other	XEROX CORP			1,345.21	1,345.21	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,181	Other	XEROX CORP			1,695.24	1,695.24	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,182	Other	XEROX CORP			3,157.13	3,157.13	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,183	Other	XEROX CORP			7,179.04	7,179.04	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,184	Other	XEROX CORP			8,112.45	8,112.45	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,185	Other	XEROX CORP			11,832.37	11,832.37	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,186	Other	XEROX CORP			16,131.60	16,131.60	923900	128475775	-Office Services from 2010 through 2015	JAN-2014
4,187	Other	XEROX CORP			388.02	388.02	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,188	Other	XEROX CORP			406.69	406.69	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,189	Other	XEROX CORP			512.52	512.52	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,190	Other	XEROX CORP			954.49	954.49	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,191	Other	XEROX CORP			2,170.41	2,170.41	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,192	Other	XEROX CORP			2,452.61	2,452.61	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,193	Other	XEROX CORP			3,577.25	3,577.25	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,194	Other	XEROX CORP			4,877.02	4,877.02	923900	128475776	-Office Services from 2010 through 2015	JAN-2014
4,195	Other	XEROX CORP			2.09	2.09	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,196	Other	XEROX CORP			2.19	2.19	923900	128475777	-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
4,197	Other	XEROX CORP			2.76	2.76	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,198	Other	XEROX CORP			5.14	5.14	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,199	Other	XEROX CORP			11.68	11.68	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,200	Other	XEROX CORP			13.20	13.20	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,201	Other	XEROX CORP			19.25	19.25	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,202	Other	XEROX CORP			26.25	26.25	923900	128475777	-Office Services from 2010 through 2015	JAN-2014
4,203	Other	XEROX CORP			13.79	13.79	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,204	Other	XEROX CORP			14.45	14.45	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,205	Other	XEROX CORP			18.21	18.21	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,206	Other	XEROX CORP			33.92	33.92	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,207	Other	XEROX CORP			77.12	77.12	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,208	Other	XEROX CORP			87.14	87.14	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,209	Other	XEROX CORP			127.10	127.10	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,210	Other	XEROX CORP			173.29	173.29	923900	128475778	-Office Services from 2010 through 2015	JAN-2014
4,211	Other	XEROX CORP			1.89	1.89	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,212	Other	XEROX CORP			1.98	1.98	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,213	Other	XEROX CORP			2.50	2.50	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,214	Other	XEROX CORP			4.66	4.66	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,215	Other	XEROX CORP			10.60	10.60	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,216	Other	XEROX CORP			11.98	11.98	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,217	Other	XEROX CORP			17.48	17.48	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,218	Other	XEROX CORP			23.83	23.83	923900	128475779	-Office Services from 2010 through 2015	JAN-2014
4,219	Other	XEROX CORP			0.27	0.27	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,220	Other	XEROX CORP			2.53	2.53	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,221	Other	XEROX CORP			2.65	2.65	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,222	Other	XEROX CORP			3.34	3.34	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,223	Other	XEROX CORP			6.23	6.23	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,224	Other	XEROX CORP			14.24	14.24	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,225	Other	XEROX CORP			16.00	16.00	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,226	Other	XEROX CORP			23.25	23.25	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,227	Other	XEROX CORP			30.77	30.77	923900	072279969	-Office Services from 2010 through 2015	FEB-2014
4,228	Other	XEROX CORP			0.11	0.11	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,229	Other	XEROX CORP			1.03	1.03	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,230	Other	XEROX CORP			1.08	1.08	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,231	Other	XEROX CORP			1.36	1.36	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,232	Other	XEROX CORP			2.54	2.54	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,233	Other	XEROX CORP			5.80	5.80	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,234	Other	XEROX CORP			6.52	6.52	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,235	Other	XEROX CORP			9.47	9.47	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,236	Other	XEROX CORP			12.52	12.52	923900	072458162	-Office Services from 2010 through 2015	FEB-2014
4,237	Other	XEROX CORP			141.17	141.17	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,238	Other	XEROX CORP			1,323.53	1,323.53	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,239	Other	XEROX CORP			1,386.56	1,386.56	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,240	Other	XEROX CORP			1,750.70	1,750.70	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,241	Other	XEROX CORP			3,263.31	3,263.31	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,242	Other	XEROX CORP			7,457.99	7,457.99	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,243	Other	XEROX CORP			8,382.37	8,382.37	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,244	Other	XEROX CORP			12,177.89	12,177.89	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,245	Other	XEROX CORP			16,117.41	16,117.41	923900	128914958	-Office Services from 2010 through 2015	FEB-2014
4,246	Other	XEROX CORP			38.00	38.00	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,247	Other	XEROX CORP			356.25	356.25	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,248	Other	XEROX CORP			373.21	373.21	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,249	Other	XEROX CORP			471.23	471.23	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,250	Other	XEROX CORP			878.37	878.37	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,251	Other	XEROX CORP			2,007.42	2,007.42	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,252	Other	XEROX CORP			2,256.23	2,256.23	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,253	Other	XEROX CORP			3,277.85	3,277.85	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,254	Other	XEROX CORP			4,338.23	4,338.23	923900	128914959	-Office Services from 2010 through 2015	FEB-2014
4,255	Other	XEROX CORP			0.32	0.32	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,256	Other	XEROX CORP			3.03	3.03	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,257	Other	XEROX CORP			3.18	3.18	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,258	Other	XEROX CORP			4.01	4.01	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,259	Other	XEROX CORP			7.48	7.48	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,260	Other	XEROX CORP			17.09	17.09	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,261	Other	XEROX CORP			19.20	19.20	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,262	Other	XEROX CORP			27.90	27.90	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,263	Other	XEROX CORP			36.91	36.91	923900	128914961	-Office Services from 2010 through 2015	FEB-2014
4,264	Other	XEROX CORP			0.11	0.11	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,265	Other	XEROX CORP			1.04	1.04	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,266	Other	XEROX CORP			1.08	1.08	923900	128914962	-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
4,267	Other	XEROX CORP			1.37	1.37	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,268	Other	XEROX CORP			2.55	2.55	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,269	Other	XEROX CORP			5.83	5.83	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,270	Other	XEROX CORP			6.56	6.56	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,271	Other	XEROX CORP			9.52	9.52	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,272	Other	XEROX CORP			12.60	12.60	923900	128914962	-Office Services from 2010 through 2015	FEB-2014
4,273	Other	XEROX CORP			2.50	2.50	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,274	Other	XEROX CORP			2.64	2.64	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,275	Other	XEROX CORP			3.32	3.32	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,276	Other	XEROX CORP			6.17	6.17	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,277	Other	XEROX CORP			15.88	15.88	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,278	Other	XEROX CORP			16.99	16.99	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,279	Other	XEROX CORP			23.04	23.04	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,280	Other	XEROX CORP			30.51	30.51	923900	072751592	-Office Services from 2010 through 2015	MAR-2014
4,281	Other	XEROX CORP			1.02	1.02	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,282	Other	XEROX CORP			1.07	1.07	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,283	Other	XEROX CORP			1.35	1.35	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,284	Other	XEROX CORP			2.51	2.51	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,285	Other	XEROX CORP			6.46	6.46	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,286	Other	XEROX CORP			6.92	6.92	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,287	Other	XEROX CORP			9.39	9.39	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,288	Other	XEROX CORP			12.43	12.43	923900	072913599	-Office Services from 2010 through 2015	MAR-2014
4,289	Other	XEROX CORP			1,672.11	1,672.11	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,290	Other	XEROX CORP			1,761.53	1,761.53	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,291	Other	XEROX CORP			2,217.56	2,217.56	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,292	Other	XEROX CORP			4,131.10	4,131.10	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,293	Other	XEROX CORP			10,622.82	10,622.82	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,294	Other	XEROX CORP			11,364.99	11,364.99	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,295	Other	XEROX CORP			15,415.61	15,415.61	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,296	Other	XEROX CORP			20,405.34	20,405.34	923900	129396668	-Office Services from 2010 through 2015	MAR-2014
4,297	Other	XEROX CORP			4.60	4.60	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,298	Other	XEROX CORP			4.85	4.85	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,299	Other	XEROX CORP			6.10	6.10	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,300	Other	XEROX CORP			11.36	11.36	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,301	Other	XEROX CORP			29.23	29.23	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,302	Other	XEROX CORP			31.27	31.27	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,303	Other	XEROX CORP			42.41	42.41	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,304	Other	XEROX CORP			56.14	56.14	923900	129396669	-Office Services from 2010 through 2015	MAR-2014
4,305	Other	XEROX CORP			3.86	3.86	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,306	Other	XEROX CORP			4.06	4.06	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,307	Other	XEROX CORP			5.11	5.11	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,308	Other	XEROX CORP			9.53	9.53	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,309	Other	XEROX CORP			24.51	24.51	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,310	Other	XEROX CORP			26.22	26.22	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,311	Other	XEROX CORP			35.56	35.56	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,312	Other	XEROX CORP			47.08	47.08	923900	129396670	-Office Services from 2010 through 2015	MAR-2014
4,313	Other	XEROX CORP			2.38	2.38	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,314	Other	XEROX CORP			2.50	2.50	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,315	Other	XEROX CORP			3.14	3.14	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,316	Other	XEROX CORP			5.87	5.87	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,317	Other	XEROX CORP			11.32	11.32	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,318	Other	XEROX CORP			15.08	15.08	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,319	Other	XEROX CORP			21.88	21.88	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,320	Other	XEROX CORP			28.96	28.96	923900	073228371	-Office Services from 2010 through 2015	APR-2014
4,321	Other	XEROX CORP			0.96	0.96	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,322	Other	XEROX CORP			1.02	1.02	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,323	Other	XEROX CORP			1.28	1.28	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,324	Other	XEROX CORP			2.39	2.39	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,325	Other	XEROX CORP			4.61	4.61	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,326	Other	XEROX CORP			6.14	6.14	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,327	Other	XEROX CORP			8.91	8.91	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,328	Other	XEROX CORP			11.81	11.81	923900	073381731	-Office Services from 2010 through 2015	APR-2014
4,329	Other	XEROX CORP			1,237.36	1,237.36	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,330	Other	XEROX CORP			1,299.92	1,299.92	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,331	Other	XEROX CORP			1,633.59	1,633.59	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,332	Other	XEROX CORP			3,051.68	3,051.68	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,333	Other	XEROX CORP			5,887.87	5,887.87	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,334	Other	XEROX CORP			7,841.22	7,841.22	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,335	Other	XEROX CORP			11,379.51	11,379.51	923900	129913061	-Office Services from 2010 through 2015	APR-2014
4,336	Other	XEROX CORP			15,062.04	15,062.04	923900	129913061	-Office Services from 2010 through 2015	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
4,337	Other	XEROX CORP			445.07	445.07	923900 129913062		-Office Services from 2010 through 2015	APR-2014
4,338	Other	XEROX CORP			467.57	467.57	923900 129913062		-Office Services from 2010 through 2015	APR-2014
4,339	Other	XEROX CORP			587.59	587.59	923900 129913062		-Office Services from 2010 through 2015	APR-2014
4,340	Other	XEROX CORP			1,097.66	1,097.66	923900 129913062		-Office Services from 2010 through 2015	APR-2014
4,341	Other	XEROX CORP			2,117.81	2,117.81	923900 129913062		-Office Services from 2010 through 2015	APR-2014
4,342	Other	XEROX CORP			2,820.41	2,820.41	923900 129913062		-Office Services from 2010 through 2015	APR-2014
4,343	Other	XEROX CORP			4,093.10	4,093.10	923900 129913062		-Office Services from 2010 through 2015	APR-2014
4,344	Other	XEROX CORP			5,417.68	5,417.68	923900 129913062		-Office Services from 2010 through 2015	APR-2014
4,345	Other	XEROX CORP			2.57	2.57	923900 129913064		-Office Services from 2010 through 2015	APR-2014
4,346	Other	XEROX CORP			2.70	2.70	923900 129913064		-Office Services from 2010 through 2015	APR-2014
4,347	Other	XEROX CORP			3.40	3.40	923900 129913064		-Office Services from 2010 through 2015	APR-2014
4,348	Other	XEROX CORP			6.35	6.35	923900 129913064		-Office Services from 2010 through 2015	APR-2014
4,349	Other	XEROX CORP			12.26	12.26	923900 129913064		-Office Services from 2010 through 2015	APR-2014
4,350	Other	XEROX CORP			16.32	16.32	923900 129913064		-Office Services from 2010 through 2015	APR-2014
4,351	Other	XEROX CORP			23.69	23.69	923900 129913064		-Office Services from 2010 through 2015	APR-2014
4,352	Other	XEROX CORP			31.36	31.36	923900 129913064		-Office Services from 2010 through 2015	APR-2014
4,353	Other	XEROX CORP			2.50	2.50	923900 073724159		-Office Services from 2010 through 2015	MAY-2014
4,354	Other	XEROX CORP			2.62	2.62	923900 073724159		-Office Services from 2010 through 2015	MAY-2014
4,355	Other	XEROX CORP			3.28	3.28	923900 073724159		-Office Services from 2010 through 2015	MAY-2014
4,356	Other	XEROX CORP			6.15	6.15	923900 073724159		-Office Services from 2010 through 2015	MAY-2014
4,357	Other	XEROX CORP			15.81	15.81	923900 073724159		-Office Services from 2010 through 2015	MAY-2014
4,358	Other	XEROX CORP			17.49	17.49	923900 073724159		-Office Services from 2010 through 2015	MAY-2014
4,359	Other	XEROX CORP			22.94	22.94	923900 073724159		-Office Services from 2010 through 2015	MAY-2014
4,360	Other	XEROX CORP			29.73	29.73	923900 073724159		-Office Services from 2010 through 2015	MAY-2014
4,361	Other	XEROX CORP			1.02	1.02	923900 073884168		-Office Services from 2010 through 2015	MAY-2014
4,362	Other	XEROX CORP			1.07	1.07	923900 073884168		-Office Services from 2010 through 2015	MAY-2014
4,363	Other	XEROX CORP			1.33	1.33	923900 073884168		-Office Services from 2010 through 2015	MAY-2014
4,364	Other	XEROX CORP			2.51	2.51	923900 073884168		-Office Services from 2010 through 2015	MAY-2014
4,365	Other	XEROX CORP			6.44	6.44	923900 073884168		-Office Services from 2010 through 2015	MAY-2014
4,366	Other	XEROX CORP			7.13	7.13	923900 073884168		-Office Services from 2010 through 2015	MAY-2014
4,367	Other	XEROX CORP			9.35	9.35	923900 073884168		-Office Services from 2010 through 2015	MAY-2014
4,368	Other	XEROX CORP			12.11	12.11	923900 073884168		-Office Services from 2010 through 2015	MAY-2014
4,369	Other	XEROX CORP			1,365.25	1,365.25	923900 130453670		-Office Services from 2010 through 2015	MAY-2014
4,370	Other	XEROX CORP			1,432.39	1,432.39	923900 130453670		-Office Services from 2010 through 2015	MAY-2014
4,371	Other	XEROX CORP			1,790.49	1,790.49	923900 130453670		-Office Services from 2010 through 2015	MAY-2014
4,372	Other	XEROX CORP			3,357.17	3,357.17	923900 130453670		-Office Services from 2010 through 2015	MAY-2014
4,373	Other	XEROX CORP			8,631.65	8,631.65	923900 130453670		-Office Services from 2010 through 2015	MAY-2014
4,374	Other	XEROX CORP			9,549.28	9,549.28	923900 130453670		-Office Services from 2010 through 2015	MAY-2014
4,375	Other	XEROX CORP			12,525.97	12,525.97	923900 130453670		-Office Services from 2010 through 2015	MAY-2014
4,376	Other	XEROX CORP			16,234.42	16,234.42	923900 130453670		-Office Services from 2010 through 2015	MAY-2014
4,377	Other	XEROX CORP			353.72	353.72	923900 130453671		-Office Services from 2010 through 2015	MAY-2014
4,378	Other	XEROX CORP			371.12	371.12	923900 130453671		-Office Services from 2010 through 2015	MAY-2014
4,379	Other	XEROX CORP			463.90	463.90	923900 130453671		-Office Services from 2010 through 2015	MAY-2014
4,380	Other	XEROX CORP			869.80	869.80	923900 130453671		-Office Services from 2010 through 2015	MAY-2014
4,381	Other	XEROX CORP			2,236.36	2,236.36	923900 130453671		-Office Services from 2010 through 2015	MAY-2014
4,382	Other	XEROX CORP			2,474.11	2,474.11	923900 130453671		-Office Services from 2010 through 2015	MAY-2014
4,383	Other	XEROX CORP			3,245.34	3,245.34	923900 130453671		-Office Services from 2010 through 2015	MAY-2014
4,384	Other	XEROX CORP			4,206.15	4,206.15	923900 130453671		-Office Services from 2010 through 2015	MAY-2014
4,385	Other	XEROX CORP			5.00	5.00	923900 130453672		-Office Services from 2010 through 2015	MAY-2014
4,386	Other	XEROX CORP			5.25	5.25	923900 130453672		-Office Services from 2010 through 2015	MAY-2014
4,387	Other	XEROX CORP			6.56	6.56	923900 130453672		-Office Services from 2010 through 2015	MAY-2014
4,388	Other	XEROX CORP			12.31	12.31	923900 130453672		-Office Services from 2010 through 2015	MAY-2014
4,389	Other	XEROX CORP			31.65	31.65	923900 130453672		-Office Services from 2010 through 2015	MAY-2014
4,390	Other	XEROX CORP			35.01	35.01	923900 130453672		-Office Services from 2010 through 2015	MAY-2014
4,391	Other	XEROX CORP			45.93	45.93	923900 130453672		-Office Services from 2010 through 2015	MAY-2014
4,392	Other	XEROX CORP			59.51	59.51	923900 130453672		-Office Services from 2010 through 2015	MAY-2014
4,393	Other	XEROX CORP			2.55	2.55	923900 130453673		-Office Services from 2010 through 2015	MAY-2014
4,394	Other	XEROX CORP			2.68	2.68	923900 130453673		-Office Services from 2010 through 2015	MAY-2014
4,395	Other	XEROX CORP			3.35	3.35	923900 130453673		-Office Services from 2010 through 2015	MAY-2014
4,396	Other	XEROX CORP			6.28	6.28	923900 130453673		-Office Services from 2010 through 2015	MAY-2014
4,397	Other	XEROX CORP			16.14	16.14	923900 130453673		-Office Services from 2010 through 2015	MAY-2014
4,398	Other	XEROX CORP			17.86	17.86	923900 130453673		-Office Services from 2010 through 2015	MAY-2014
4,399	Other	XEROX CORP			23.42	23.42	923900 130453673		-Office Services from 2010 through 2015	MAY-2014
4,400	Other	XEROX CORP			30.37	30.37	923900 130453673		-Office Services from 2010 through 2015	MAY-2014
4,401	Other	XEROX CORP			2.53	2.53	923900 074193234		-Office Services from 2010 through 2015	JUN-2014
4,402	Other	XEROX CORP			2.66	2.66	923900 074193234		-Office Services from 2010 through 2015	JUN-2014
4,403	Other	XEROX CORP			3.37	3.37	923900 074193234		-Office Services from 2010 through 2015	JUN-2014
4,404	Other	XEROX CORP			6.25	6.25	923900 074193234		-Office Services from 2010 through 2015	JUN-2014
4,405	Other	XEROX CORP			14.81	14.81	923900 074193234		-Office Services from 2010 through 2015	JUN-2014
4,406	Other	XEROX CORP			16.08	16.08	923900 074193234		-Office Services from 2010 through 2015	JUN-2014

LOUISVILLE GAS AND ELECTRIC 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
4,407	Other	XEROX CORP			23.33	23.33	923900	074193234	-Office Services from 2010 through 2015	JUN-2014
4,408	Other	XEROX CORP			30.25	30.25	923900	074193234	-Office Services from 2010 through 2015	JUN-2014
4,409	Other	XEROX CORP			1.04	1.04	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,410	Other	XEROX CORP			1.09	1.09	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,411	Other	XEROX CORP			1.37	1.37	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,412	Other	XEROX CORP			2.54	2.54	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,413	Other	XEROX CORP			6.04	6.04	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,414	Other	XEROX CORP			6.55	6.55	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,415	Other	XEROX CORP			9.50	9.50	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,416	Other	XEROX CORP			12.32	12.32	923900	074354421	-Office Services from 2010 through 2015	JUN-2014
4,417	Other	XEROX CORP			1,369.69	1,369.69	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
4,418	Other	XEROX CORP			1,435.97	1,435.97	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
4,419	Other	XEROX CORP			1,811.54	1,811.54	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
4,420	Other	XEROX CORP			3,372.70	3,372.70	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
4,421	Other	XEROX CORP			7,982.54	7,982.54	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
4,422	Other	XEROX CORP			8,667.39	8,667.39	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
4,423	Other	XEROX CORP			12,577.66	12,577.66	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
4,424	Other	XEROX CORP			16,306.38	16,306.38	923900	130945858	-Office Services from 2010 through 2015	JUN-2014
4,425	Other	XEROX CORP			350.00	350.00	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,426	Other	XEROX CORP			366.93	366.93	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,427	Other	XEROX CORP			462.91	462.91	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,428	Other	XEROX CORP			861.82	861.82	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,429	Other	XEROX CORP			2,039.78	2,039.78	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,430	Other	XEROX CORP			2,214.78	2,214.78	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,431	Other	XEROX CORP			3,213.97	3,213.97	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,432	Other	XEROX CORP			4,166.77	4,166.77	923900	130945859	-Office Services from 2010 through 2015	JUN-2014
4,433	Other	XEROX CORP			3.53	3.53	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,434	Other	XEROX CORP			3.70	3.70	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,435	Other	XEROX CORP			4.67	4.67	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,436	Other	XEROX CORP			8.69	8.69	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,437	Other	XEROX CORP			20.57	20.57	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,438	Other	XEROX CORP			22.34	22.34	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,439	Other	XEROX CORP			32.43	32.43	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,440	Other	XEROX CORP			42.03	42.03	923900	130945860	-Office Services from 2010 through 2015	JUN-2014
4,441	Other	XEROX CORP			1.05	1.05	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,442	Other	XEROX CORP			1.10	1.10	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,443	Other	XEROX CORP			1.38	1.38	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,444	Other	XEROX CORP			2.57	2.57	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,445	Other	XEROX CORP			6.10	6.10	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,446	Other	XEROX CORP			6.62	6.62	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,447	Other	XEROX CORP			9.60	9.60	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,448	Other	XEROX CORP			12.44	12.44	923900	130945861	-Office Services from 2010 through 2015	JUN-2014
4,449	Other	XEROX CORP			1.63	1.63	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
4,450	Other	XEROX CORP			1.72	1.72	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
4,451	Other	XEROX CORP			2.17	2.17	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
4,452	Other	XEROX CORP			4.04	4.04	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
4,453	Other	XEROX CORP			10.40	10.40	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
4,454	Other	XEROX CORP			11.60	11.60	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
4,455	Other	XEROX CORP			15.10	15.10	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
4,456	Other	XEROX CORP			19.56	19.56	923900	074648648	-Office Services from 2010 through 2015	JUL-2014
4,457	Other	XEROX CORP			0.67	0.67	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
4,458	Other	XEROX CORP			0.69	0.69	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
4,459	Other	XEROX CORP			0.88	0.88	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
4,460	Other	XEROX CORP			1.65	1.65	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
4,461	Other	XEROX CORP			4.24	4.24	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
4,462	Other	XEROX CORP			4.73	4.73	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
4,463	Other	XEROX CORP			6.15	6.15	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
4,464	Other	XEROX CORP			7.97	7.97	923900	074789964	-Office Services from 2010 through 2015	JUL-2014
4,465	Other	XEROX CORP			926.41	926.41	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
4,466	Other	XEROX CORP			972.73	972.73	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
4,467	Other	XEROX CORP			1,227.50	1,227.50	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
4,468	Other	XEROX CORP			2,285.15	2,285.15	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
4,469	Other	XEROX CORP			5,874.99	5,874.99	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
4,470	Other	XEROX CORP			6,554.36	6,554.36	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
4,471	Other	XEROX CORP			8,530.71	8,530.71	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
4,472	Other	XEROX CORP			11,054.51	11,054.51	923900	131416836	-Office Services from 2010 through 2015	JUL-2014
4,473	Other	XEROX CORP			792.81	792.81	923900	131416837	-Office Services from 2010 through 2015	JUL-2014
4,474	Other	XEROX CORP			832.44	832.44	923900	131416837	-Office Services from 2010 through 2015	JUL-2014
4,475	Other	XEROX CORP			1,050.46	1,050.46	923900	131416837	-Office Services from 2010 through 2015	JUL-2014
4,476	Other	XEROX CORP			1,955.57	1,955.57	923900	131416837	-Office Services from 2010 through 2015	JUL-2014

LOUISVILLE GAS AND ELECTRIC 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
4,477	Other	XEROX CORP			5,027.67	5,027.67	923900 131416837		-Office Services from 2010 through 2015	JUL-2014
4,478	Other	XEROX CORP			5,609.05	5,609.05	923900 131416837		-Office Services from 2010 through 2015	JUL-2014
4,479	Other	XEROX CORP			7,300.36	7,300.36	923900 131416837		-Office Services from 2010 through 2015	JUL-2014
4,480	Other	XEROX CORP			9,460.17	9,460.17	923900 131416837		-Office Services from 2010 through 2015	JUL-2014
4,481	Other	XEROX CORP			1.34	1.34	923900 131416838		-Office Services from 2010 through 2015	JUL-2014
4,482	Other	XEROX CORP			1.41	1.41	923900 131416838		-Office Services from 2010 through 2015	JUL-2014
4,483	Other	XEROX CORP			1.78	1.78	923900 131416838		-Office Services from 2010 through 2015	JUL-2014
4,484	Other	XEROX CORP			3.32	3.32	923900 131416838		-Office Services from 2010 through 2015	JUL-2014
4,485	Other	XEROX CORP			8.53	8.53	923900 131416838		-Office Services from 2010 through 2015	JUL-2014
4,486	Other	XEROX CORP			9.51	9.51	923900 131416838		-Office Services from 2010 through 2015	JUL-2014
4,487	Other	XEROX CORP			12.38	12.38	923900 131416838		-Office Services from 2010 through 2015	JUL-2014
4,488	Other	XEROX CORP			16.05	16.05	923900 131416838		-Office Services from 2010 through 2015	JUL-2014
4,489	Other	XEROX CORP			0.77	0.77	923900 131416839		-Office Services from 2010 through 2015	JUL-2014
4,490	Other	XEROX CORP			0.82	0.82	923900 131416839		-Office Services from 2010 through 2015	JUL-2014
4,491	Other	XEROX CORP			1.03	1.03	923900 131416839		-Office Services from 2010 through 2015	JUL-2014
4,492	Other	XEROX CORP			1.92	1.92	923900 131416839		-Office Services from 2010 through 2015	JUL-2014
4,493	Other	XEROX CORP			4.94	4.94	923900 131416839		-Office Services from 2010 through 2015	JUL-2014
4,494	Other	XEROX CORP			5.51	5.51	923900 131416839		-Office Services from 2010 through 2015	JUL-2014
4,495	Other	XEROX CORP			7.16	7.16	923900 131416839		-Office Services from 2010 through 2015	JUL-2014
4,496	Other	XEROX CORP			9.28	9.28	923900 131416839		-Office Services from 2010 through 2015	JUL-2014
4,497	Other	XEROX CORP			2.55	2.55	923900 075164525		-Office Services from 2010 through 2015	AUG-2014
4,498	Other	XEROX CORP			2.69	2.69	923900 075164525		-Office Services from 2010 through 2015	AUG-2014
4,499	Other	XEROX CORP			3.39	3.39	923900 075164525		-Office Services from 2010 through 2015	AUG-2014
4,500	Other	XEROX CORP			6.31	6.31	923900 075164525		-Office Services from 2010 through 2015	AUG-2014
4,501	Other	XEROX CORP			14.85	14.85	923900 075164525		-Office Services from 2010 through 2015	AUG-2014
4,502	Other	XEROX CORP			16.22	16.22	923900 075164525		-Office Services from 2010 through 2015	AUG-2014
4,503	Other	XEROX CORP			23.53	23.53	923900 075164525		-Office Services from 2010 through 2015	AUG-2014
4,504	Other	XEROX CORP			30.51	30.51	923900 075164525		-Office Services from 2010 through 2015	AUG-2014
4,505	Other	XEROX CORP			1.04	1.04	923900 075332142		-Office Services from 2010 through 2015	AUG-2014
4,506	Other	XEROX CORP			1.10	1.10	923900 075332142		-Office Services from 2010 through 2015	AUG-2014
4,507	Other	XEROX CORP			1.38	1.38	923900 075332142		-Office Services from 2010 through 2015	AUG-2014
4,508	Other	XEROX CORP			2.57	2.57	923900 075332142		-Office Services from 2010 through 2015	AUG-2014
4,509	Other	XEROX CORP			6.05	6.05	923900 075332142		-Office Services from 2010 through 2015	AUG-2014
4,510	Other	XEROX CORP			6.61	6.61	923900 075332142		-Office Services from 2010 through 2015	AUG-2014
4,511	Other	XEROX CORP			9.58	9.58	923900 075332142		-Office Services from 2010 through 2015	AUG-2014
4,512	Other	XEROX CORP			12.43	12.43	923900 075332142		-Office Services from 2010 through 2015	AUG-2014
4,513	Other	XEROX CORP			1,358.72	1,358.72	923900 131883556		-Office Services from 2010 through 2015	AUG-2014
4,514	Other	XEROX CORP			1,431.38	1,431.38	923900 131883556		-Office Services from 2010 through 2015	AUG-2014
4,515	Other	XEROX CORP			1,801.95	1,801.95	923900 131883556		-Office Services from 2010 through 2015	AUG-2014
4,516	Other	XEROX CORP			3,356.84	3,356.84	923900 131883556		-Office Services from 2010 through 2015	AUG-2014
4,517	Other	XEROX CORP			7,898.04	7,898.04	923900 131883556		-Office Services from 2010 through 2015	AUG-2014
4,518	Other	XEROX CORP			8,624.63	8,624.63	923900 131883556		-Office Services from 2010 through 2015	AUG-2014
4,519	Other	XEROX CORP			12,511.89	12,511.89	923900 131883556		-Office Services from 2010 through 2015	AUG-2014
4,520	Other	XEROX CORP			16,221.29	16,221.29	923900 131883556		-Office Services from 2010 through 2015	AUG-2014
4,521	Other	XEROX CORP			358.48	358.48	923900 131883557		-Office Services from 2010 through 2015	AUG-2014
4,522	Other	XEROX CORP			377.65	377.65	923900 131883557		-Office Services from 2010 through 2015	AUG-2014
4,523	Other	XEROX CORP			475.41	475.41	923900 131883557		-Office Services from 2010 through 2015	AUG-2014
4,524	Other	XEROX CORP			885.65	885.65	923900 131883557		-Office Services from 2010 through 2015	AUG-2014
4,525	Other	XEROX CORP			2,083.77	2,083.77	923900 131883557		-Office Services from 2010 through 2015	AUG-2014
4,526	Other	XEROX CORP			2,275.46	2,275.46	923900 131883557		-Office Services from 2010 through 2015	AUG-2014
4,527	Other	XEROX CORP			3,301.06	3,301.06	923900 131883557		-Office Services from 2010 through 2015	AUG-2014
4,528	Other	XEROX CORP			4,279.71	4,279.71	923900 131883557		-Office Services from 2010 through 2015	AUG-2014
4,529	Other	XEROX CORP			2.48	2.48	923900 131883559		-Office Services from 2010 through 2015	AUG-2014
4,530	Other	XEROX CORP			2.60	2.60	923900 131883559		-Office Services from 2010 through 2015	AUG-2014
4,531	Other	XEROX CORP			3.28	3.28	923900 131883559		-Office Services from 2010 through 2015	AUG-2014
4,532	Other	XEROX CORP			6.11	6.11	923900 131883559		-Office Services from 2010 through 2015	AUG-2014
4,533	Other	XEROX CORP			14.38	14.38	923900 131883559		-Office Services from 2010 through 2015	AUG-2014
4,534	Other	XEROX CORP			15.70	15.70	923900 131883559		-Office Services from 2010 through 2015	AUG-2014
4,535	Other	XEROX CORP			22.77	22.77	923900 131883559		-Office Services from 2010 through 2015	AUG-2014
4,536	Other	XEROX CORP			29.53	29.53	923900 131883559		-Office Services from 2010 through 2015	AUG-2014
4,537	Other	XEROX CORP			2.59	2.59	923900 075638789		-Office Services from 2010 through 2015	SEP-2014
4,538	Other	XEROX CORP			2.73	2.73	923900 075638789		-Office Services from 2010 through 2015	SEP-2014
4,539	Other	XEROX CORP			3.43	3.43	923900 075638789		-Office Services from 2010 through 2015	SEP-2014
4,540	Other	XEROX CORP			6.39	6.39	923900 075638789		-Office Services from 2010 through 2015	SEP-2014
4,541	Other	XEROX CORP			14.79	14.79	923900 075638789		-Office Services from 2010 through 2015	SEP-2014
4,542	Other	XEROX CORP			16.42	16.42	923900 075638789		-Office Services from 2010 through 2015	SEP-2014
4,543	Other	XEROX CORP			23.83	23.83	923900 075638789		-Office Services from 2010 through 2015	SEP-2014
4,544	Other	XEROX CORP			30.89	30.89	923900 075638789		-Office Services from 2010 through 2015	SEP-2014
4,545	Other	XEROX CORP			1.06	1.06	923900 075796754		-Office Services from 2010 through 2015	SEP-2014
4,546	Other	XEROX CORP			1.12	1.12	923900 075796754		-Office Services from 2010 through 2015	SEP-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
4,547	Other	XEROX CORP			1.40	1.40	923900	075796754	-Office Services from 2010 through 2015	SEP-2014
4,548	Other	XEROX CORP			2.60	2.60	923900	075796754	-Office Services from 2010 through 2015	SEP-2014
4,549	Other	XEROX CORP			6.02	6.02	923900	075796754	-Office Services from 2010 through 2015	SEP-2014
4,550	Other	XEROX CORP			6.69	6.69	923900	075796754	-Office Services from 2010 through 2015	SEP-2014
4,551	Other	XEROX CORP			9.71	9.71	923900	075796754	-Office Services from 2010 through 2015	SEP-2014
4,552	Other	XEROX CORP			12.59	12.59	923900	075796754	-Office Services from 2010 through 2015	SEP-2014
4,553	Other	XEROX CORP			1,356.14	1,356.14	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
4,554	Other	XEROX CORP			1,427.51	1,427.51	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
4,555	Other	XEROX CORP			1,791.52	1,791.52	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
4,556	Other	XEROX CORP			3,340.37	3,340.37	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
4,557	Other	XEROX CORP			7,722.82	7,722.82	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
4,558	Other	XEROX CORP			8,579.33	8,579.33	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
4,559	Other	XEROX CORP			12,447.88	12,447.88	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
4,560	Other	XEROX CORP			16,139.53	16,139.53	923900	132353709	-Office Services from 2010 through 2015	SEP-2014
4,561	Other	XEROX CORP			364.58	364.58	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
4,562	Other	XEROX CORP			383.78	383.78	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
4,563	Other	XEROX CORP			481.63	481.63	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
4,564	Other	XEROX CORP			898.03	898.03	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
4,565	Other	XEROX CORP			2,076.21	2,076.21	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
4,566	Other	XEROX CORP			2,306.47	2,306.47	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
4,567	Other	XEROX CORP			3,346.49	3,346.49	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
4,568	Other	XEROX CORP			4,338.96	4,338.96	923900	132353710	-Office Services from 2010 through 2015	SEP-2014
4,569	Other	XEROX CORP			2.01	2.01	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
4,570	Other	XEROX CORP			2.11	2.11	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
4,571	Other	XEROX CORP			2.66	2.66	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
4,572	Other	XEROX CORP			4.95	4.95	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
4,573	Other	XEROX CORP			11.46	11.46	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
4,574	Other	XEROX CORP			12.72	12.72	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
4,575	Other	XEROX CORP			18.47	18.47	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
4,576	Other	XEROX CORP			23.94	23.94	923900	132353711	-Office Services from 2010 through 2015	SEP-2014
4,577	Other	XEROX CORP			2.14	2.14	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
4,578	Other	XEROX CORP			2.25	2.25	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
4,579	Other	XEROX CORP			2.83	2.83	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
4,580	Other	XEROX CORP			5.28	5.28	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
4,581	Other	XEROX CORP			12.19	12.19	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
4,582	Other	XEROX CORP			13.56	13.56	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
4,583	Other	XEROX CORP			19.66	19.66	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
4,584	Other	XEROX CORP			25.50	25.50	923900	132353712	-Office Services from 2010 through 2015	SEP-2014
4,585	Other	XEROX CORP			2.56	2.56	923900	076106492	-Office Services from 2010 through 2015	OCT-2014
4,586	Other	XEROX CORP			2.70	2.70	923900	076106492	-Office Services from 2010 through 2015	OCT-2014
4,587	Other	XEROX CORP			3.41	3.41	923900	076106492	-Office Services from 2010 through 2015	OCT-2014
4,588	Other	XEROX CORP			6.34	6.34	923900	076106492	-Office Services from 2010 through 2015	OCT-2014
4,589	Other	XEROX CORP			16.27	16.27	923900	076106492	-Office Services from 2010 through 2015	OCT-2014
4,590	Other	XEROX CORP			17.74	17.74	923900	076106492	-Office Services from 2010 through 2015	OCT-2014
4,591	Other	XEROX CORP			23.62	23.62	923900	076106492	-Office Services from 2010 through 2015	OCT-2014
4,592	Other	XEROX CORP			30.62	30.62	923900	076106492	-Office Services from 2010 through 2015	OCT-2014
4,593	Other	XEROX CORP			1.05	1.05	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
4,594	Other	XEROX CORP			1.11	1.11	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
4,595	Other	XEROX CORP			1.38	1.38	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
4,596	Other	XEROX CORP			2.58	2.58	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
4,597	Other	XEROX CORP			6.63	6.63	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
4,598	Other	XEROX CORP			7.23	7.23	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
4,599	Other	XEROX CORP			9.62	9.62	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
4,600	Other	XEROX CORP			12.47	12.47	923900	076257430	-Office Services from 2010 through 2015	OCT-2014
4,601	Other	XEROX CORP			1,695.69	1,695.69	923900	132873228	-Office Services from 2010 through 2015	OCT-2014
4,602	Other	XEROX CORP			1,785.89	1,785.89	923900	132873228	-Office Services from 2010 through 2015	OCT-2014
4,603	Other	XEROX CORP			2,245.89	2,245.89	923900	132873228	-Office Services from 2010 through 2015	OCT-2014
4,604	Other	XEROX CORP			4,185.10	4,185.10	923900	132873228	-Office Services from 2010 through 2015	OCT-2014
4,605	Other	XEROX CORP			10,742.37	10,742.37	923900	132873228	-Office Services from 2010 through 2015	OCT-2014
4,606	Other	XEROX CORP			11,716.48	11,716.48	923900	132873228	-Office Services from 2010 through 2015	OCT-2014
4,607	Other	XEROX CORP			15,594.92	15,594.92	923900	132873228	-Office Services from 2010 through 2015	OCT-2014
4,608	Other	XEROX CORP			20,214.14	20,214.14	923900	132873228	-Office Services from 2010 through 2015	OCT-2014
4,609	Other	XEROX CORP			3.32	3.32	923900	132873229	-Office Services from 2010 through 2015	OCT-2014
4,610	Other	XEROX CORP			3.49	3.49	923900	132873229	-Office Services from 2010 through 2015	OCT-2014
4,611	Other	XEROX CORP			4.39	4.39	923900	132873229	-Office Services from 2010 through 2015	OCT-2014
4,612	Other	XEROX CORP			8.19	8.19	923900	132873229	-Office Services from 2010 through 2015	OCT-2014
4,613	Other	XEROX CORP			21.03	21.03	923900	132873229	-Office Services from 2010 through 2015	OCT-2014
4,614	Other	XEROX CORP			22.94	22.94	923900	132873229	-Office Services from 2010 through 2015	OCT-2014
4,615	Other	XEROX CORP			30.54	30.54	923900	132873229	-Office Services from 2010 through 2015	OCT-2014
4,616	Other	XEROX CORP			39.59	39.59	923900	132873229	-Office Services from 2010 through 2015	OCT-2014

LOUISVILLE GAS AND ELECTRIC COMPANY
Case No. 2014-00372
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
4,617	Other	XEROX CORP			3.17	3.17	923900 132873230		-Office Services from 2010 through 2015	OCT-2014
4,618	Other	XEROX CORP			3.34	3.34	923900 132873230		-Office Services from 2010 through 2015	OCT-2014
4,619	Other	XEROX CORP			4.20	4.20	923900 132873230		-Office Services from 2010 through 2015	OCT-2014
4,620	Other	XEROX CORP			7.83	7.83	923900 132873230		-Office Services from 2010 through 2015	OCT-2014
4,621	Other	XEROX CORP			20.09	20.09	923900 132873230		-Office Services from 2010 through 2015	OCT-2014
4,622	Other	XEROX CORP			21.91	21.91	923900 132873230		-Office Services from 2010 through 2015	OCT-2014
4,623	Other	XEROX CORP			29.18	29.18	923900 132873230		-Office Services from 2010 through 2015	OCT-2014
4,624	Other	XEROX CORP			37.82	37.82	923900 132873230		-Office Services from 2010 through 2015	OCT-2014
4,625	Other	XEROX CORP			18.53	18.53	923900 132873231		-Office Services from 2010 through 2015	OCT-2014
4,626	Other	XEROX CORP			19.51	19.51	923900 132873231		-Office Services from 2010 through 2015	OCT-2014
4,627	Other	XEROX CORP			24.54	24.54	923900 132873231		-Office Services from 2010 through 2015	OCT-2014
4,628	Other	XEROX CORP			45.72	45.72	923900 132873231		-Office Services from 2010 through 2015	OCT-2014
4,629	Other	XEROX CORP			117.35	117.35	923900 132873231		-Office Services from 2010 through 2015	OCT-2014
4,630	Other	XEROX CORP			128.00	128.00	923900 132873231		-Office Services from 2010 through 2015	OCT-2014
4,631	Other	XEROX CORP			170.36	170.36	923900 132873231		-Office Services from 2010 through 2015	OCT-2014
4,632	Other	XEROX CORP			220.81	220.81	923900 132873231		-Office Services from 2010 through 2015	OCT-2014
4,633	Other	XEROX CORP			1.51	1.51	923900 132873232		-Office Services from 2010 through 2015	OCT-2014
4,634	Other	XEROX CORP			1.59	1.59	923900 132873232		-Office Services from 2010 through 2015	OCT-2014
4,635	Other	XEROX CORP			1.99	1.99	923900 132873232		-Office Services from 2010 through 2015	OCT-2014
4,636	Other	XEROX CORP			3.71	3.71	923900 132873232		-Office Services from 2010 through 2015	OCT-2014
4,637	Other	XEROX CORP			9.51	9.51	923900 132873232		-Office Services from 2010 through 2015	OCT-2014
4,638	Other	XEROX CORP			10.37	10.37	923900 132873232		-Office Services from 2010 through 2015	OCT-2014
4,639	Other	XEROX CORP			13.81	13.81	923900 132873232		-Office Services from 2010 through 2015	OCT-2014
4,640	Other	XEROX CORP			17.90	17.90	923900 132873232		-Office Services from 2010 through 2015	OCT-2014
4,641	Other	ZIP EXPRESS			20.46	20.46	923900 27-NOV-2013 11:11 SERV		-ZIP EXPRESS #054255	NOV-2013
4,642	Other	ZIP EXPRESS			7.43	7.43	923900 29-APR-2014 14:04 SERV		-ZIP EXPRESS #426746	APR-2014
4,643	Other	ZIP EXPRESS			60.49	60.49	923900 27-JUN-2014 13:06 SERV		-ZIP EXPRESS #420574	JUN-2014
4,644	Other	ZIP EXPRESS			55.51	55.51	923900 29-JUL-2014 13:07 SERV		-ZIP EXPRESS #411299	JUL-2014
4,645	Other	ZIP EXPRESS			15.37	15.37	923900 29-OCT-2014 06:10 SERV		-ZIP EXPRESS #453093	OCT-2014
4,646	Other Total				13,330,807.82	13,330,807.82				
4,647	Grand Total				662,628.49	18,079,135.68	18,741,764.17			
4,648										
4,649										

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.

LOUISVILLE GAS AND ELECTRIC COMPANY

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

Case No. 2014-00372

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.

Attachment to Response to PSC-1 Question No. 51(a)

Louisville Gas and Electric Company							
Case No. 2014-00372							
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)
	Electric:						
1.	Newspaper	2,426	-	-	-	716	3,142
2.	Magazines and Other	183	51,618	-	-	5,777	57,578
3.	Television	-	288,168	-	-	-	288,168
4.	Radio	-	239,281	-	-	-	239,281
5.	Direct Mail	-	37,015	62,786	-	-	99,801
6.	Other (community events, etc.)	44,843	164,470	310,114	-	16,102	535,529
7.	Total Electric	47,452	780,552	372,900	-	22,595	1,223,499
8.	Amount Assigned to Ky Retail Electric	47,452	780,552	372,900	-	22,595	1,223,499
	Gas:						
9.	Newspaper	766	-	-	-	-	766
10.	Magazines and Other	58	21,964	-	-	480	22,502
11.	Television	-	122,230	-	-	-	122,230
12.	Radio	-	102,461	-	-	-	102,461
13.	Direct Mail	-	15,864	15,976	-	-	31,839
14.	Other (community events, etc.)	14,161	70,408	83,696	-	5,009	173,274
15.	Total Gas	14,985	332,926	99,671	-	5,489	453,071
16.	Amount Assigned to Kentucky Retail Gas	14,985	332,926	99,671	-	5,489	453,071

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.

All expenses, unless specifically designated as electric or gas, are considered common and are allocated based on the following calculations:

Electric	70%
Gas	30%
Total	<u>100%</u>

Louisville Gas and Electric Company Case No. 2014-00372		
Analysis of Account No. 930 - Miscellaneous General Expenses For the 12 Months ended October 31, 2014		
Line No.	Item (a)	Amount (b)
	Electric:	
1.	Industry Association Dues	\$ 1,023,413
2.	Stockholder and Debt Service Expenses	-
3.	Institutional Advertising	780,552
4.	Conservation Advertising	-
5.	Rate Department Load Studies	-
6.	Director's Fees and Expenses	-
7.	Dues and Subscriptions	4,671
8.	Market Research and Consulting Expense	1,571,739
9.	Miscellaneous	356,695
10.	Total Electric	3,737,070
11.	Amount Assigned to Kentucky Retail Electric	\$ 3,737,070
	Gas:	
1.	Industry Association Dues	\$ 205,897
2.	Stockholder and Debt Service Expenses	-
3.	Institutional Advertising	332,927
4.	Conservation Advertising	-
5.	Rate Department Load Studies	-
6.	Director's Fees and Expenses	-
7.	Dues and Subscriptions	1,400
8.	Market Research and Consulting Expense	37,138
9.	Miscellaneous	100,851
10.	Total Gas	678,213
11.	Amount Assigned to Kentucky Retail Gas	\$ 678,213

Note: All Miscellaneous General Expenses, unless specifically designated as electric or gas, are considered common expenses and are allocated 70% to electric and 30% to gas, based on the Common Utility Plant Study.

Louisville Gas and Electric Company
Case No. 2014-00372

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	Electric	Gas
201409	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES	146449	-Blue Grass Mail_BG Invoice 146449	1,988.95	1,394.26	594.69
201409	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES	144135	-Blue Grass Mail_BG invoice 144135	1,978.72	1,387.09	591.63
201410	BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES	145693	-BlueGrass Mailing - develop & design graphics, inv	1,709.22	1,198.17	511.05
201404	CARMA INTERNATIONAL INC	17322	-Carma Invoice 17322	1,764.40	1,236.85	527.55
201403	CARMA INTERNATIONAL INC	07269	-CARMA	1,756.48	1,231.30	525.18
201402	CARMA INTERNATIONAL INC	17254	-CARMA	1,747.80	1,225.21	522.59
201401	CARMA INTERNATIONAL INC	17214	-Labor	1,740.89	1,220.37	520.52
201405	CARMA INTERNATIONAL INC	17359	-CARMA International	1,729.27	1,212.22	517.05
201403	CARMA INTERNATIONAL INC	17268	-CARMA Invoice 17268	1,509.20	1,057.95	451.25
201405	CARMA INTERNATIONAL INC	17342	-CARMA International	1,509.20	1,057.95	451.25
201311	CARMA INTERNATIONAL INC	17115	-research and data processing	1,372.00	961.78	410.22
201312	CARMA INTERNATIONAL INC	17157	-research and data processing	1,372.00	961.78	410.22
201401	CARMA INTERNATIONAL INC	17213	-Labor	739.20	518.18	221.02
201402	CARMA INTERNATIONAL INC	17253	-CARMA	739.20	518.18	221.02
201406	CARMA INTERNATIONAL INC	17300	-Carma International - Research for March - Invoice	739.20	518.18	221.02
201311	CARMA INTERNATIONAL INC	17082	-research and data processing	672.00	471.07	200.93
201409	CREATIVE ALLIANCE	129034	-Labor	58,525.05	41,026.26	17,498.79
201407	CREATIVE ALLIANCE	124709	-Labor	37,689.00	26,420.12	11,268.88
201407	CREATIVE ALLIANCE	12527800	-Labor	28,604.24	20,051.67	8,552.57
201311	CREATIVE ALLIANCE	111394	-Labor	28,093.72	19,693.80	8,399.92
201312	CREATIVE ALLIANCE	113225	-Labor	28,093.72	19,693.80	8,399.92
201404	CREATIVE ALLIANCE	11983400	-Labor	24,963.31	17,499.37	7,463.94
201403	CREATIVE ALLIANCE	117960	-Labor	24,781.49	17,371.91	7,409.58
201404	CREATIVE ALLIANCE	119430	-Labor	23,996.81	16,821.85	7,174.96
201403	CREATIVE ALLIANCE	1179580	-Labor	22,300.00	15,632.38	6,667.62
201402	CREATIVE ALLIANCE	116626	-Labor	20,339.81	14,258.28	6,081.53
201405	CREATIVE ALLIANCE	121286	-Labor	20,102.50	14,091.92	6,010.58
201410	CREATIVE ALLIANCE	130601	-Labor	18,469.48	12,947.17	5,522.31
201312	CREATIVE ALLIANCE	115029	-Labor	17,388.05	12,189.08	5,198.97
201312	CREATIVE ALLIANCE	115027	-Labor	12,328.84	8,642.56	3,686.28
201409	CREATIVE ALLIANCE	1290370	-Labor	11,500.00	8,061.54	3,438.46
201406	CREATIVE ALLIANCE	122798	-Labor	10,711.29	7,508.65	3,202.64
201409	CREATIVE ALLIANCE	1290440	-Labor	10,500.00	7,360.54	3,139.46
201409	CREATIVE ALLIANCE	126229	-Labor	7,728.75	5,417.88	2,310.87
201405	CREATIVE ALLIANCE	121287	-Labor	7,519.84	5,271.43	2,248.41
201404	CREATIVE ALLIANCE	1194280	-Labor	7,500.00	5,257.53	2,242.47
201407	CREATIVE ALLIANCE	1247130	-Labor	7,500.00	5,257.53	2,242.47
201407	CREATIVE ALLIANCE	124718	-Labor	6,644.66	4,657.93	1,986.73
201409	CREATIVE ALLIANCE	129042	-Labor	6,644.66	4,657.93	1,986.73
201405	CREATIVE ALLIANCE	1210740	-Labor	6,550.00	4,591.57	1,958.43
201410	CREATIVE ALLIANCE	1306030	-Labor	6,550.00	4,591.57	1,958.43
201405	CREATIVE ALLIANCE	1217230	-Labor	6,446.26	4,518.85	1,927.41
201406	CREATIVE ALLIANCE	12276100	-Labor	6,386.61	4,477.04	1,909.57
201405	CREATIVE ALLIANCE	121290	-Labor	6,285.75	4,406.33	1,879.42
201405	CREATIVE ALLIANCE	121282	-Labor	5,486.75	3,846.23	1,640.52
201405	CREATIVE ALLIANCE	121072	-Labor	5,315.73	3,726.35	1,589.38
201409	CREATIVE ALLIANCE	126181	-Labor	5,315.73	3,726.35	1,589.38
201409	CREATIVE ALLIANCE	1261770	-Labor	4,000.00	2,804.01	1,195.99
201406	CREATIVE ALLIANCE	122807	-Labor	3,968.38	2,781.85	1,186.53

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201311	CREATIVE ALLIANCE	1113920	-Labor	3,950.00	2,768.96	1,181.04
201402	CREATIVE ALLIANCE	1166240	-Labor	3,950.00	2,768.96	1,181.04
201409	CREATIVE ALLIANCE	12261830	-Labor	3,950.00	2,768.96	1,181.04
201409	CREATIVE ALLIANCE	1276380	-Labor	3,818.19	2,676.56	1,141.63
201312	CREATIVE ALLIANCE	113223	-Labor	3,550.00	2,488.56	1,061.44
201312	CREATIVE ALLIANCE	1150260	-Labor	3,550.00	2,488.56	1,061.44
201312	CREATIVE ALLIANCE	115015	-Labor	3,302.61	2,315.14	987.47
201405	CREATIVE ALLIANCE	121283	-Labor	2,975.00	2,085.49	889.51
201405	CREATIVE ALLIANCE	12188	-Labor	2,975.00	2,085.49	889.51
201409	CREATIVE ALLIANCE	126228	-Labor	2,975.00	2,085.49	889.51
201406	CREATIVE ALLIANCE	1228130	-Labor	2,948.82	2,067.13	881.69
201406	CREATIVE ALLIANCE	1228250	-Labor	2,925.97	2,051.12	874.85
201312	CREATIVE ALLIANCE	115017	-Labor	1,683.50	1,180.14	503.36
201407	CREATIVE ALLIANCE	1247150	-Labor	1,200.00	841.20	358.80
201409	CREATIVE ALLIANCE	1261780	-Labor	1,200.00	841.20	358.80
201409	CREATIVE ALLIANCE	1276420	-Labor	1,200.00	841.20	358.80
201410	CREATIVE ALLIANCE	1302120	-Labor	1,200.00	841.20	358.80
201402	CREATIVE ALLIANCE	11644100	-Labor	1,044.25	732.02	312.23
201312	CREATIVE ALLIANCE	115016	-Labor	920.66	645.39	275.27
201410	CREATIVE ALLIANCE	130604	-Labor	800.00	560.80	239.20
201402	CREATIVE ALLIANCE	1166320	-Labor	680.00	476.68	203.32
201403	CREATIVE ALLIANCE	1179660	-Labor	680.00	476.68	203.32
201404	CREATIVE ALLIANCE	1194310	-Labor	680.00	476.68	203.32
201405	CREATIVE ALLIANCE	1210730	-Labor	680.00	476.68	203.32
201409	CREATIVE ALLIANCE	1261820	-Labor	680.00	476.68	203.32
201409	CREATIVE ALLIANCE	1290430	-Labor	680.00	476.68	203.32
201410	CREATIVE ALLIANCE	1306020	-Labor	680.00	476.68	203.32
201407	CREATIVE ALLIANCE	1247190	-Labor	680.00	476.68	203.32
201311	CREATIVE ALLIANCE	1113950	-Labor	657.05	460.59	196.46
201312	CREATIVE ALLIANCE	1132260	-Labor	657.05	460.59	196.46
201312	CREATIVE ALLIANCE	1150320	-Labor	657.05	460.59	196.46
201312	CREATIVE ALLIANCE	115018	-Labor	526.09	368.79	157.30
201406	CREATIVE ALLIANCE	12276300	-Labor	515.11	361.09	154.02
201406	CREATIVE ALLIANCE	1228080	-Labor	507.64	355.86	151.78
201410	CREATIVE ALLIANCE	122825CR	-Labor	(74.66)	(52.34)	(22.32)
201407	CREATIVE ALLIANCE	1194270	-Labor	(199.98)	(140.19)	(59.79)
201407	CREATIVE ALLIANCE	1247200	-Labor	(3,200.00)	(2,243.21)	(956.79)
201406	KY HIGH SCHOOL ATHLETIC ASSN	09594	-Kentucky High School Athletic Association 2014 Bas	16,940.00	11,875.00	5,065.00
201403	LOUISVILLE BASEBALL CLUB INC	107217	-CONTRIBUTION	60,000.00	42,060.21	17,939.79
201402	MAXIMUM RESULTS AGENCY	16123056LGE15	-Maximum Results 2014	12,000.00	8,412.04	3,587.96
201406	MEDIA LIBRARY INC	LVL21164	-Media Library February Monthly Taping	2,872.64	2,013.73	858.91
201401	MEDIA LIBRARY INC	LVL20973	-Media Library	1,229.03	861.55	367.48
201403	MEDIA LIBRARY INC	LVL21105	-Media Library Invoice LVL21105	889.86	623.79	266.07
201312	MEDIA LIBRARY INC	LVL20897	-Media Library Invoice LVL20897	673.40	472.06	201.34
201404	MEDIA LIBRARY INC	LVL21203	-Media Library March Monitoring	671.77	470.91	200.86
201312	MEDIA LIBRARY INC	LVL20725	-Media Library	618.20	433.36	184.84
201404	NELLIGAN SPORTS MARKETING INC	25843	-Nelligans Sports Marketing Invoice 25843	125,000.00	87,625.44	37,374.56
201406	NELLIGAN SPORTS MARKETING INC	25842	-NSM Invoice 1 of 2	125,000.00	87,625.44	37,374.56
201405	NELLIGAN SPORTS MARKETING INC	50941	-Nelligan Sports Marketing Post Season Basketball	27,000.00	18,927.09	8,072.91
201406	PWH Spreadsheet A 26944 32074915	J243-0100-0614 Prior Period Adjustment USD	Reclass Advertising Costs - Rate Case Review	5,170.89	3,624.81	1,546.08

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201408	PWH Spreadsheet A 26944 32543285	J243-0100-0814 Adjustment USD	Reclass Advertising Costs - Rate Case Review	45,434.73	31,849.90	13,584.83
201406	RED7E INC	00208200	-Red7E May Billing Insert	10,351.05	7,256.12	3,094.93
201409	RED7E INC	00233700	-Red7e Aug/Sept Newsletters	10,093.60	7,075.65	3,017.95
201409	RED7E INC	00239500	-Red7e Aug/Sept Newsletters	10,093.60	7,075.65	3,017.95
201406	RED7E INC	00208100	-Red7E May Power Source	9,607.27	6,734.73	2,872.54
201409	RED7E INC	00233800	-Red7e Power lines and Aug insert kids	9,233.29	6,472.57	2,760.72
201406	RED7E INC	00209900	-Red7E Power lines	822.50	576.58	245.92
201405	ROSEN USA	100003437	-Magnolia gas compressor television shoot.	8,500.00	5,958.53	2,541.47
201406	THE CUBERO GROUP INC	7246	-Labor	17,680.00	12,393.74	5,286.26
201409	THE CUBERO GROUP INC	7283	-Labor	10,315.70	7,231.34	3,084.36
201406	THE CUBERO GROUP INC	7247	-Labor	8,500.00	5,958.53	2,541.47
201402	THE CUBERO GROUP INC	7109	-Labor	3,155.00	2,211.67	943.33
201409	THE CUBERO GROUP INC	7310	-Labor	1,019.09	714.39	304.70
201409	UNITED GRAPHICS OF LOUISVILLE	125769227574	-Misc. Bill Inserts/Newsletters	8,678.05	6,083.34	2,594.71
201409	UNITED GRAPHICS OF LOUISVILLE	125930227632	-Misc. Bill Inserts/Newsletters	585.04	410.12	174.92
201406	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-NICK BONURA PHOTOGRAPHY L #419873	4,035.00	2,828.55	1,206.45
201403	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-EQUAL OPPORTUNITY EMPL #853756	661.64	463.81	197.83
Various	Miscellaneous	Various	Various under \$500	(255.77)	(179.30)	(76.47)
Total Institutional Advertising				1,113,478.09	780,551.95	332,926.14

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost	Electric	Gas
201402	ACCCE ANNUAL ASSESSMENT	2014MEMBERDUES	-ANNUAL MEMBER DUES	38,907.94	38,907.94	
201401	ADD Spreadsheet A 26264 30939266	J705-0020-0114 Adjustment USD	Legal Accrual, Invoice 102062023	2,749.20	2,749.20	
201410	Alexander, Thomas K	529110	-Dues - Company Dues/Memberships	528.00	528.00	
201408	BAKER BOTTS LLP	BAKERB081814	-FEES	18,750.00	18,750.00	
201312	BAKER BOTTS LLP	BAKERB121613	-FEES-COALITION	9,375.00	9,375.00	
201312	BETTER BUSINESS BUREAU INC	4107	-COD SLR BBB Due Renewal	1,531.20	1,071.84	459.36
201406	CARBON SEQUESTRATION COUNCIL	CSC228-2014	-PROFESSIONAL SERVICES	12,960.00	9,072.00	3,888.00
201408	CHARTWELL INC	29940	-Chartwell Outage Communications Research Counc	3,954.47	2,768.13	1,186.34
201410	COAL UTILIZATION RESEARCH COUNCIL	226	-MEMBERSHIP DUES	7,350.00	7,350.00	
201405	CORPORATE EXECUTIVE BOARD	M00257921	-CEB Customer Contact Leadership Council Invoice #	8,406.50	5,884.55	2,521.95
201401	EDISON ELECTRIC INSTITUTE	121293	-UARG DUES	86,129.40	86,129.40	
201405	EDISON ELECTRIC INSTITUTE	124663	-2014 USWAG MEMBERSHIP DUES	14,188.50	14,188.50	
201405	EDISON ELECTRIC INSTITUTE	122596	-Chris Talley - EEI Invoice #122596 - Spare Transform	1,785.00	1,785.00	
201402	EPRI	90004310	-APPROVED INVOICE # 90004310 - 2014 ANNUAL PC	69,775.18	69,775.18	
201402	EPRI	90004310	-APPROVED INVOICE # 90004310 - 2014 ANNUAL PC	5,678.87	5,678.87	
201405	EPRI	90006599	-Electric Power Research Institute (EPRI) Invoice #90	4,950.00	4,950.00	
201402	EPRI	90005168	-Invoice #90005168 - EPRI - ORERP 316(b) Studies	4,007.50	4,007.50	
201402	EPRI	90004310	-APPROVED INVOICE # 90004310 - 2014 ANNUAL PC	3,983.96	3,983.96	
201404	HUNTON AND WILLIAMS LLP	HWNSR2014	-PROFESSIONAL SERVICES	12,250.00	12,250.00	
201403	HUNTON AND WILLIAMS LLP	HWNEPA2013	-DUES	5,250.00	3,675.00	1,575.00
201409	HUNTON AND WILLIAMS LLP	102073036	-PROFESSIONAL SERVICES	2,775.38	2,775.38	
201406	HUNTON AND WILLIAMS LLP	102068503	-PROFESSIONAL SERVICES	2,321.27	2,321.27	
201407	HUNTON AND WILLIAMS LLP	102070001	-PROFESSIONAL SERVICES	2,279.52	2,279.52	
201312	HUNTON AND WILLIAMS LLP	102059333	-PROFESSIONAL SERVICES	2,250.11	2,250.11	
201407	HUNTON AND WILLIAMS LLP	102070500	-PROFESSIONAL SERVICES	1,946.53	1,946.53	
201410	HUNTON AND WILLIAMS LLP	102074513	-PROFESSIONAL SERVICES	1,849.42	1,849.42	
201406	HUNTON AND WILLIAMS LLP	102066259	-PROFESSIONAL SERVICES	1,824.36	1,824.36	
201312	HUNTON AND WILLIAMS LLP	102060162	-PROFESSIONAL SERVICES	1,761.76	1,761.76	
201403	HUNTON AND WILLIAMS LLP	102062981	-PROFESSIONAL SERVICES	1,589.28	1,589.28	

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201407 INDIANA COAL COUNCIL INC	INDIAN070914	-2014 MEMBERSHIP DUES	735.00	735.00	
201312 KENTUCKY ASSOC OF MANUFACTURERS	2755987	-MEMBERSHIP 1/1/2014 - 12/31/2014	2,638.20	1,846.74	791.46
201410 KENTUCKY CLEAN FUELS COALITION	KENTUC101714	-MEMBER DUES	1,320.00	924.00	396.00
201401 KENTUCKY COAL ASSOCIATION	KENTUC010814	-MEMBER DUES	984.51	984.51	
201404 LEADERSHIP KENTUCKY FOUNDATION INC	1697	-2014 LEADERSHIP KY CLASS TUITIONFOR TOM JESS	1,029.60	1,029.60	
201405 Malloy, John P	406053	-Dues - Company Dues/Memberships	616.00	431.20	184.80
201312 MPE Spreadsheet A 27534 30692619	J110-0100-1213 Adjustment USD	AGA - AGA Amortization	13,610.00		13,610.00
201312 MPE Spreadsheet A 27534 30692620	J110-0100-1213 Adjustment USD	December EEI Dues - Charges from PPL - Amortizati	17,200.46	17,200.46	
201312 MPE Spreadsheet A 27534 30692621	J110-0100-1213 Adjustment USD	EPRI Amortization	28,504.43	28,504.43	
201312 MPE Spreadsheet A 27534 30692622	J110-0100-1213 Adjustment USD	EPRI Amortization	4,398.83	4,398.83	
201401 MPE Spreadsheet A 27534 30947638	J110-0100-0114 Adjustment USD	December EEI Dues - Charges from PPL - Amortizati	17,754.44	17,754.44	
201401 MPE Spreadsheet A 27534 30947638	J110-0100-0114 Adjustment USD	AGA - AGA Amortization	14,120.37		14,120.37
201402 MPE Spreadsheet A 27534 31165320	J110-0100-0214 Adjustment USD	AGA - AGA Amortization	14,120.37		14,120.37
201402 MPE Spreadsheet A 27534 31165321	J110-0100-0214 Adjustment USD	EEI Dues - Charges from PPL - Amortization	17,754.44	17,754.44	
201403 MPE Spreadsheet A 27534 31317851	J110-0100-0314 Adjustment USD	AGA - AGA Amortization	14,120.37		14,120.37
201403 MPE Spreadsheet A 27534 31317852	J110-0100-0314 Adjustment USD	EEI Dues - Charges from PPL - Amortization	17,754.44	17,754.44	
201403 MPE Spreadsheet A 27534 31317853	J110-0100-0314 Adjustment USD	EPRI Amortization	34,887.59	34,887.59	
201403 MPE Spreadsheet A 27534 31406779	J228-0100-0314 Adjustment USD	EPRI- Amortization	1,991.98	1,991.98	
201403 MPE Spreadsheet A 27534 31406780	J228-0100-0314 Adjustment USD	EPRI- Amortization	2,839.44	2,839.44	
201404 MPE Spreadsheet A 27534 31622776	J110-0100-0414 Adjustment USD	AGA - AGA Amortization	14,120.37		14,120.37
201404 MPE Spreadsheet A 27534 31622777	J110-0100-0414 Adjustment USD	EEI Dues - Charges from PPL - Amortization	17,754.44	17,754.44	
201404 MPE Spreadsheet A 27534 31622778	J110-0100-0414 Adjustment USD	EPRI Amortization	34,887.59	34,887.59	
201404 MPE Spreadsheet A 27534 31622779	J110-0100-0414 Adjustment USD	EPRI- Amortization	1,991.98	1,991.98	
201404 MPE Spreadsheet A 27534 31622780	J110-0100-0414 Adjustment USD	EPRI- Amortization	2,839.44	2,839.44	
201405 MPE Spreadsheet A 27534 31861075	J110-0100-0514 Adjustment USD	AGA - AGA Amortization	14,120.37		14,120.37
201405 MPE Spreadsheet A 27534 31861076	J110-0100-0514 Adjustment USD	EEI Dues - Charges from PPL - Amortization	17,754.44	17,754.44	
201405 MPE Spreadsheet A 27534 31861077	J110-0100-0514 Adjustment USD	EPRI Amortization	34,887.59	34,887.59	
201405 MPE Spreadsheet A 27534 31861078	J110-0100-0514 Adjustment USD	EPRI- Amortization	1,991.98	1,991.98	
201405 MPE Spreadsheet A 27534 31861079	J110-0100-0514 Adjustment USD	EPRI- Amortization	2,839.44	2,839.44	
201407 MPE Spreadsheet A 27534 32320274	J110-0100-714 Adjustment USD	AGA - AGA Amortization	14,120.37		14,120.37
201407 MPE Spreadsheet A 27534 32320275	J110-0100-714 Adjustment USD	EEI Dues - Charges from PPL - Amortization	17,754.44	17,754.44	
201407 MPE Spreadsheet A 27534 32320276	J110-0100-714 Adjustment USD	EPRI Amortization	34,887.59	34,887.59	
201407 MPE Spreadsheet A 27534 32320277	J110-0100-714 Adjustment USD	EPRI- Amortization	1,991.98	1,991.98	
201407 MPE Spreadsheet A 27534 32320278	J110-0100-714 Adjustment USD	EPRI- Amortization	2,839.44	2,839.44	
201408 MPE Spreadsheet A 27534 32546466	J110-0100-0814 Adjustment USD	AGA - AGA Amortization	14,120.37		14,120.37
201408 MPE Spreadsheet A 27534 32546467	J110-0100-0814 Adjustment USD	EEI Dues - Charges from PPL - Amortization	17,754.44	17,754.44	
201408 MPE Spreadsheet A 27534 32546468	J110-0100-0814 Adjustment USD	EPRI Amortization	34,887.59	34,887.59	
201408 MPE Spreadsheet A 27534 32546469	J110-0100-0814 Adjustment USD	EPRI- Amortization	1,991.98	1,991.98	
201408 MPE Spreadsheet A 27534 32546470	J110-0100-0814 Adjustment USD	EPRI- Amortization	2,839.44	2,839.44	
201409 MPE Spreadsheet A 27534 32778044	J110-0100-0914 Adjustment USD	AGA - AGA Amortization	14,120.37		14,120.37
201409 MPE Spreadsheet A 27534 32778045	J110-0100-0914 Adjustment USD	EEI Dues - Charges from PPL - Amortization	17,754.44	17,754.44	
201409 MPE Spreadsheet A 27534 32778046	J110-0100-0914 Adjustment USD	EPRI Amortization	34,887.59	34,887.59	
201409 MPE Spreadsheet A 27534 32778047	J110-0100-0914 Adjustment USD	EPRI- Amortization	1,991.98	1,991.98	
201409 MPE Spreadsheet A 27534 32778048	J110-0100-0914 Adjustment USD	EPRI- Amortization	2,839.44	2,839.44	
201410 MPE Spreadsheet A 27534 33029566	J110-0100-1014 Adjustment USD	AGA - AGA Amortization	14,120.37		14,120.37
201410 MPE Spreadsheet A 27534 33029567	J110-0100-1014 Adjustment USD	EEI Dues - Charges from PPL - Amortization	17,754.44	17,754.44	
201410 MPE Spreadsheet A 27534 33029568	J110-0100-1014 Adjustment USD	EPRI Amortization	34,887.59	34,887.59	
201410 MPE Spreadsheet A 27534 33029569	J110-0100-1014 Adjustment USD	EPRI- Amortization	1,991.98	1,991.98	
201410 MPE Spreadsheet A 27534 33029570	J110-0100-1014 Adjustment USD	EPRI- Amortization	2,839.44	2,839.44	
201405 NATIONAL COAL TRANSPORTATION ASSOCIATION	140151	-MEMBERSHIP DUES	735.00	735.00	

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201409 NORTH AMERICAN ENEGY STANDARDS BOARD	7457	-MEMBER DUES	2,310.00	2,310.00	
201401 NORTH AMERICAN TRANSMISSION FORUM INC	1331	-COMPANY DUES	16,693.59	16,693.59	
201312 SGIP 2.0 INC	302	-MEMBER DUES	9,893.25	6,925.28	2,967.98
201311 SNW Spreadsheet A 27138 30469639	J110-0100-1113 Adjustment USD	AGA - AGA Amortization	13,610.00		13,610.00
201311 SNW Spreadsheet A 27138 30469640	J110-0100-1113 Adjustment USD	EPRI Amortization	28,504.53	28,504.53	
201311 SNW Spreadsheet A 27138 30469641	J110-0100-1113 Adjustment USD	EPRI Amortization	4,398.82	4,398.82	
201311 SNW Spreadsheet A 27138 30469642	J110-0100-1113 Adjustment USD	November EEI Dues - Charges from PPL - Amortizati	17,200.46	17,200.46	
201406 SNW Spreadsheet A 27138 32073653	J110-0100-0614 Adjustment USD	AGA - AGA Amortization	14,120.37		14,120.37
201406 SNW Spreadsheet A 27138 32073654	J110-0100-0614 Adjustment USD	EEI Dues - Charges from PPL - Amortization	17,754.44	17,754.44	
201406 SNW Spreadsheet A 27138 32073655	J110-0100-0614 Adjustment USD	EPRI Amortization	34,887.59	34,887.59	
201406 SNW Spreadsheet A 27138 32073656	J110-0100-0614 Adjustment USD	EPRI- Amortization	1,991.98	1,991.98	
201406 SNW Spreadsheet A 27138 32073657	J110-0100-0614 Adjustment USD	EPRI- Amortization	2,839.44	2,839.44	
201407 SOUTHEASTERN ELECTRIC EXCHANGE	3315	-DUES	7,039.12	7,039.12	
201410 SOUTHERN COMPANY	SOUTHE102014SRV	-INV #47992 & 47991	2,367.76	2,367.76	
201407 STEPTOE & JOHNSON PLLC	SJ2014MOG	-PROFESSIONAL SERVICES	20,562.50	20,562.50	
201405 TSMSCD	22098	-MEMBERSHIP DUES	1,375.00	962.50	412.50
201403 UNIVERSITY OF MISSOURI-FRI/PUD	141019	-Dues - Company Dues/Memberships	4,650.00	3,255.00	1,395.00
201312 US BANK NATIONAL ASSOCIATION ND	03-SEP-2013 12:09 SERV	-COD - UTILITIES TELECOM COUNC #424048	7,413.00	5,189.10	2,223.90
201401 US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-CORPORATE EXECUTIVE BD #426662	5,459.85	3,821.90	1,637.96
201311 US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-CORPORATE EXECUTIVE BD #426662	5,459.84	3,821.89	1,637.95
201404 US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-SOUTHERN GAS ASSO CI #412479	2,900.00		2,900.00
201403 US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 07:03 LELLC	-INDIANA CHAMBER OF COM #466221	2,294.24	1,605.97	688.27
201312 US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-BLK*LEADERSHIP LOU CTR #419873	1,846.74	1,292.72	554.02
201407 US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-BETTER BUSINESS BUREAU #419873	1,584.00	1,108.80	475.20
201410 US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-UTILITIES TELECOM COUNC #424048	965.79	676.05	289.74
201401 Walker, Barry Russell	373969	-Dues - Company Dues/Memberships	10,550.00		10,550.00
201409 Walker, Barry Russell	452254	-COD - Dues - Company Dues/Memberships	1,150.00		1,150.00
201407 WATERWAYS COUNCIL INC	52792	-MEMBERSHIP DUES	5,304.38	5,304.38	
Various Miscellaneous	Various	Various under \$500	16,396.99	16,808.91	(411.92)
Total Association Dues			1,229,310.42	1,023,413.21	205,897.21

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost	Electric	Gas
201410	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-NATIONAL SECURITY INSTITU #070582	579.67	405.77	173.90
201410	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-ISACA #070582	568.40	397.88	170.52
Various	Miscellaneous	Various	Various under \$500	4,922.72	3,867.39	1,055.33
Total Dues and Subcription				6,070.79	4,671.04	1,399.76

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost	Electric	Gas
201311	BELLOMY RESEARCH INC	131051	-BSC Multi-channel Survey Invoice #1310-51	6,639.00	4,664.38	1,974.62
201404	BELLOMY RESEARCH INC	140429	-BSC Multi Channel Study Invoice 1404-29	6,452.88	4,533.62	1,919.26
201403	BELLOMY RESEARCH INC	140234	-Business Office market research study Invoice 1402	6,107.88	4,291.23	1,816.65
201312	BELLOMY RESEARCH INC	131151	-BSC Multi-channel Study Invoice #10267	6,107.88	4,291.23	1,816.65
201401	BELLOMY RESEARCH INC	131263	-BSC Multi Channel Survey Invoice #1312-63	6,107.88	4,291.23	1,816.65
201402	BELLOMY RESEARCH INC	140114	-BSC Study Invoice #1401-14	6,107.88	4,291.23	1,816.65
201404	BELLOMY RESEARCH INC	140333	-BSC Multi Channel Study Invoice #1403-33	6,107.88	4,291.23	1,816.65
201311	BELLOMY RESEARCH INC	131054	-Field Services Study Invoice #1310-54	2,787.50	1,958.42	829.08
201311	BELLOMY RESEARCH INC	131053	-Business Office Study Invoice #1310-53	2,587.50	1,817.91	769.59
201312	BELLOMY RESEARCH INC	131154	-Field Services Study Invoice #1311-54	2,564.50	1,801.75	762.75

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201401 BELLOMY RESEARCH INC	131266	-Field Services Study Invoice #1312-66	2,564.50	1,801.75	762.75
201403 BELLOMY RESEARCH INC	140117	-Field Services Study Invoice #1401-17	2,564.50	1,801.75	762.75
201403 BELLOMY RESEARCH INC	140237	-Field Services market research study Invoice #1302-	2,564.50	1,801.75	762.75
201404 BELLOMY RESEARCH INC	140336	-Field Services Study Invoice #1403-36	2,564.50	1,801.75	762.75
201404 BELLOMY RESEARCH INC	140432	-Field Service Study Invoice #1404.32	2,564.50	1,801.75	762.75
201312 BELLOMY RESEARCH INC	131153	-Business Office Study Invoice #1311-53	2,380.50	1,672.48	708.02
201401 BELLOMY RESEARCH INC	131265	-Business Office Study Invoice #1312-65	2,380.50	1,672.48	708.02
201402 BELLOMY RESEARCH INC	140116	-Business Office Study Invoice #1401-16	2,380.50	1,672.48	708.02
201404 BELLOMY RESEARCH INC	140335	-Business Office Study Invoice #1403-35	2,380.50	1,672.48	708.02
201404 BELLOMY RESEARCH INC	140431	-Business Office Study Invoice 1404-31	2,380.50	1,672.48	708.02
201403 BELLOMY RESEARCH INC	140236	-Business Office market research study Invoice #140	2,380.50	1,672.48	708.02
201406 BLUE GRASS MAILING DATA AND FULFILLMENT SERVICES	145213	-Online Panel Recruitment Mailing Invoice #145213	21,897.46	15,384.56	6,512.90
201403 CHARTWELL INC	29791	-Chartwell Market Research Services Invoice #29791	4,943.16	3,472.93	1,470.23
201410 ECW Spreadsheet A 5017 33021013	J701-0020-1014 Adjustment USD	WESP Eval (20); ASHfault (25); GridED (50); UAV (20	107,250.00	107,250.00	
201403 EJZ Spreadsheet A 27546 31328133	J176-0100-0314 Adjustment USD	KCCS Amortization	18,292.51	18,292.51	
201403 EJZ Spreadsheet A 27546 31328133	J176-0100-0314 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201404 EJZ Spreadsheet A 27546 31598780	J176-0100-0414 Adjustment USD	KCCS Amortization	18,292.51	18,292.51	
201404 EJZ Spreadsheet A 27546 31598780	J176-0100-0414 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201405 EJZ Spreadsheet A 27546 31839430	J176-0100-0514 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201405 EJZ Spreadsheet A 27546 31839431	J176-0100-0514 Adjustment USD	KCCS Amortization	18,292.51	18,292.51	
201406 EJZ Spreadsheet A 27546 32051296	J176-0100-0614 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201406 EJZ Spreadsheet A 27546 32051297	J176-0100-0614 Adjustment USD	KCCS Amortization	18,292.51	18,292.51	
201407 EJZ Spreadsheet A 27546 32312751	J176-0100-0714 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201407 EJZ Spreadsheet A 27546 32312752	J176-0100-0714 Adjustment USD	KCCS Amortization	18,292.51	18,292.51	
201402 EPRI	90004310	-APPROVED INVOICE # 90004310 - 2014 ANNUAL PC	122,811.13	122,811.13	
201311 EPRI	90003829	-Invoice # 90003829: Concentrating Photovoltaics C	29,250.00	29,250.00	
201312 EPRI	90003833	-Invoice# 90003833 - Life Cycle Analysis	19,500.00	19,500.00	
201312 EPRI	90003834	-Invoice # 90003834 - Electrification to Enhance Pro	19,500.00	19,500.00	
201401 EPRI	90004009	-APPROVED INVOICE # 90004009 - PV ORIENTATION	19,500.00	19,500.00	
201312 EPRI	90003835	-Invoice # 90003835 - Flat Plate Photovoltaic Collab	14,625.00	14,625.00	
201404 EPRI	90006136	-APPROVED INVOICE # 90006135 - EDUCATING POW	12,588.01	12,588.01	
201402 EPRI	90004311	-APPROVED INVOICE # 90004310 - 2014 ANNUAL PC	11,668.53	11,668.53	
201407 EPRI	90006659	-Weld Repair of Grade 91 Piping & Components - Te	11,255.70	11,255.70	
201403 EPRI	90004311	-COD SLR APPROVED INVOICE # 90004310 - 2014 AN	11,241.93	11,241.93	
201401 EPRI	90004345	-APPROVED INVOICE #90004344 - 3679-CF SUNBUR	10,796.85	10,796.85	
201409 EPRI	90007381	-INVOICE # 90007381 - STEAM PATH COPPER TRANS	10,200.00	10,200.00	
201408 EPRI	90007019	-INVOICE # 90007018 - POND CLOSURE RESEARCH P	9,947.61	9,947.61	
201311 EPRI	90003830	EPRI	9,922.03	9,922.03	
201401 EPRI	90004000	-APPROVED INVOICE #90004000 - NERC CIP TOOLS /	9,750.00	9,750.00	
201402 EPRI	90005175	-APPROVED INVOICE # 90005175 - ASHPHALT: USE C	9,750.00	9,750.00	
201312 EPRI	90003866	EPRI	9,282.67	9,282.67	
201408 EPRI	90007018	-INVOICE # 90007018 - POND CLOSURE RESEARCH P	8,500.00	8,500.00	
201409 EPRI	90007387	-INVOICE # 90007387 - CYBER SECURITY SOLUTIONS	8,500.00	8,500.00	
201409 EPRI	90007388	-INVOICE # 90007387 - CYBER SECURITY SOLUTIONS	8,386.31	8,386.31	
201312 EPRI	90003865	-APPROVED INVOICE # 90003865 - SECURE REMOTE	6,825.00	6,825.00	
201401 EPRI	90004344	-APPROVED INVOICE #90004344 - 3679-CF SUNBUR	6,630.00	6,630.00	
201404 EPRI	90006135	-APPROVED INVOICE # 90006135 - EDUCATING POW	4,875.00	4,875.00	
201401 EPRI	90004001	-APPROVED INVOICE 90004001 - APPLICATION GUIE	3,900.00	3,900.00	
201407 EPRI	90006658	-Weld Repair of Grade 91 Piping & Components - Te	3,400.00	3,400.00	
201401 EPRI	90003987	-APPROVED INVOICE # 90003987 - FOSSIL GENERAT	2,340.00	2,340.00	

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201312 EPRI	90003867	EPRI	1,443.14	1,443.14	
201311 EPRI	90003831	EPRI	1,200.10	1,200.10	
201404 GEORGIA TECH RESEARCH CORPORATION	GCRA595CC	-APPROVED INVOICE # GC/ RA595-CC, NEETRAC MEI	18,330.00	18,330.00	
201406 KENTUCKY STATE TREASURER	01-JUL-2014 10:07KY U	-31015/145213/1	1,203.00	845.20	357.80
201401 KMJ Spreadsheet A 27535 30900108	J176-0100-0114 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201401 KMJ Spreadsheet A 27535 30900109	J176-0100-0114 Adjustment USD	KCCS Amortization	18,292.51	18,292.51	
201402 KMJ Spreadsheet A 27535 31103164	J176-0100-0214 Adjustment USD	KCCS Amortization	18,292.51	18,292.51	
201402 KMJ Spreadsheet A 27535 31103164	J176-0100-0214 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201408 KMJ Spreadsheet A 27535 32507329	J176-0100-0814 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201409 KMJ Spreadsheet A 27535 32758405	J176-0100-0914 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201410 KMJ Spreadsheet A 27535 32944482	J176-0100-1014 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201311 LEGNER ENERGY GROUP LLC	14029	-PROVIDE CONSULTING SERVICES IN CONNECTION W	1,354.50	1,354.50	
201312 MPE Spreadsheet A 27534 30692619	J110-0100-1213 Adjustment USD	EPRI Amortization	55,363.65	55,363.65	
201403 MPE Spreadsheet A 27534 31317851	J110-0100-0314 Adjustment USD	EPRI Amortization	61,405.57	61,405.57	
201404 MPE Spreadsheet A 27534 31622776	J110-0100-0414 Adjustment USD	EPRI Amortization	61,405.57	61,405.57	
201405 MPE Spreadsheet A 27534 31861075	J110-0100-0514 Adjustment USD	EPRI Amortization	61,405.57	61,405.57	
201406 MPE Spreadsheet A 27534 31861076	J110-0100-0514 Adjustment USD	Expense reports	7,599.53	7,599.53	
201407 MPE Spreadsheet A 27534 32320274	J110-0100-714 Adjustment USD	EPRI Amortization	61,405.57	61,405.57	
201408 MPE Spreadsheet A 27534 32546466	J110-0100-0814 Adjustment USD	EPRI Amortization	61,405.57	61,405.57	
201409 MPE Spreadsheet A 27534 32778044	J110-0100-0914 Adjustment USD	EPRI Amortization	61,405.57	61,405.57	
201410 MPE Spreadsheet A 27534 33029566	J110-0100-1014 Adjustment USD	EPRI Amortization	61,405.57	61,405.57	
201405 NALCO COMPANY	85834561	-Provide 12 month analytical testing at KU and LG&f	13,696.50	13,696.50	
201410 NALCO COMPANY	85886249	-Provide 12 month analytical testing at KU and LG&f	9,642.34	9,642.34	
201410 NALCO COMPANY	85886248	-Provide 12 month analytical testing at KU and LG&f	1,826.50	1,826.50	
201402 NALCO COMPANY	85788130	-Provide 12 month analytical testing at KU and LG&f	1,787.50	1,787.50	
201403 NALCO COMPANY	85809251	-Provide 12 month analytical testing at KU and LG&f	1,787.50	1,787.50	
201407 NALCO COMPANY	85849425	-Provide 12 month analytical testing at KU and LG&f	1,787.50	1,787.50	
201409 NALCO COMPANY	85872435	-Provide 12 month analytical testing at KU and LG&f	1,787.50	1,787.50	
201402 NALCO COMPANY	85794734	-Provide 12 month analytical testing at KU and LG&f	1,787.50	1,787.50	
201404 NALCO COMPANY	85821782	-Provide 12 month analytical testing at KU and LG&f	1,787.50	1,787.50	
201405 NALCO COMPANY	85834560	-Provide 12 month analytical testing at KU and LG&f	1,787.50	1,787.50	
201407 NALCO COMPANY	85860157	-Provide 12 month analytical testing at KU and LG&f	1,787.50	1,787.50	
201409 RONALD DOADES AND COMPANY	INV1	-LINK - ANNUAL PARTICIPATION IN RESEARCH & TEC	4,930.00	4,930.00	
201311 SMK Spreadsheet A 27229 30323351	J176-0100-1113 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201311 SMK Spreadsheet A 27229 30323352	J176-0100-1113 Adjustment USD	KCCS Amortization	18,292.51	18,292.51	
201312 SMK Spreadsheet A 27229 30599087	J176-0100-1213 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201312 SMK Spreadsheet A 27229 30599088	J176-0100-1213 Adjustment USD	KCCS Amortization	18,292.51	18,292.51	
201311 SNW Spreadsheet A 27138 30469639	J110-0100-1113 Adjustment USD	EPRI Amortization	55,363.65	55,363.65	
201406 SNW Spreadsheet A 27138 32073653	J110-0100-0614 Adjustment USD	EPRI Amortization	61,405.57	61,405.57	
201312 TAB Spreadsheet A 8386 30701921	J204-0020-1213 Other USD	Correct Servco I/S Burden Component Recalc	2,082.69	2,082.69	
201312 TAB Spreadsheet A 8386 30701923	J204-0020-1213 Other USD	Correct Servco I/S Burden Component Recalc	1,270.11	1,270.11	
201401 UNIVERSITY OF LOUISVILLE	201403	-ANNUAL MEMBER DUES 2014	12,500.00	12,500.00	
201403 UNIVERSITY OF TEXAS AT AUSTIN, THE	069020514	-APPROVED INVOICE # 069-020514, 2/5/2014 - TEXA	29,250.00	29,250.00	
201401 US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-JASONS DELI ONLINE KLS #425517	(374.28)	(374.28)	
201402 VISION CRITICAL COMMUNICATIONS US INC	13391	-Online Panel Invoice #13391	9,072.81	6,374.31	2,698.50
201311 VISION CRITICAL COMMUNICATIONS US INC	12234	-Online Panel Invoice #12234	9,072.81	6,374.31	2,698.50
Various Miscellaneous	Various	Various under \$500	(1,400.00)	(1,400.00)	-
Total Market Research and Consulting Expense			1,608,876.87	1,571,738.52	37,138.35

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GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost	Electric	Gas
201401	CMJ Spreadsheet A 5725 30956203	J118-0100-0114 Adjustment USD	Reclass non billable IBEW charges Nov 2013	12,409.15	9,088.71	3,320.44
201401	CMJ Spreadsheet A 5725 30956204	J118-0100-0114 Adjustment USD	Reclass non billable IBEW charges Oct 2013	2,966.84	2,172.97	793.87
201403	CMJ Spreadsheet A 5725 31393647	J118-0100-0314 Adjustment USD	Clear non-billable charges for IBEW	2,868.86	2,101.21	767.65
201404	CMJ Spreadsheet A 5725 31618222	J005-0100-0414 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	6,798.33		6,798.33
201406	CMJ Spreadsheet A 5725 32068702	J118-0100-0614 Adjustment USD	Reclass charges not billed to IBEW	2,969.34	2,174.80	794.54
201407	CMJ Spreadsheet A 5725 32322297	J118-0100-0714 Adjustment USD	Reclass charges not billed to IBEW	2,696.66	1,975.09	721.57
201409	CMJ Spreadsheet A 5725 32773023	J118-0100-0914 Adjustment USD	Reclass charges not billed to IBEW	14,202.32	10,402.06	3,800.26
201409	CORPORATE PAYMENT SYSTEMS	CTS062514SRV	CTS062514SRV	600.00	439.45	160.55
201403	EJZ Spreadsheet A 27546 31327786	J005-0100-0314 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	25,589.92	18,742.57	6,847.35
201403	EJZ Spreadsheet A 27546 31327787	J005-0100-0314 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	6,798.33	4,979.23	1,819.10
201404	EJZ Spreadsheet A 27546 31598631	J005-0100-0414 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	25,589.92	25,589.92	
201405	EJZ Spreadsheet A 27546 31839201	J005-0100-0514 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	6,798.33		6,798.33
201405	EJZ Spreadsheet A 27546 31839201	J005-0100-0514 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	25,589.92	25,589.92	
201406	EJZ Spreadsheet A 27546 32051174	J005-0100-0614 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	6,798.33		6,798.33
201406	EJZ Spreadsheet A 27546 32051174	J005-0100-0614 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	25,589.92	25,589.92	
201407	EJZ Spreadsheet A 27546 32291708	J005-0100-0714 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	25,589.92	25,589.92	
201407	EJZ Spreadsheet A 27546 32291709	J005-0100-0714 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	6,798.33		6,798.33
201404	FALLS CITY FENCE CO	14145B	-Pay Falls City Fence Company Invoice #14137H for t	500.00	366.21	133.79
201404	FALLS CITY FENCE CO	14134H	-Pay Falls City Fence Company Invoice #14137H for t	1,725.00	1,263.42	461.58
201408	KENTUCKY STATE TREASURER	KENTUC080514	-PERMIT FEES EW BROWN	1,400.00	1,400.00	
201410	KENTUCKY STATE TREASURER	KENTUC100714	-KPDES PERMIT FEE TRIMBLE COUNTY	1,400.00	1,400.00	
201401	KMJ Spreadsheet A 27535 30900024	J005-0100-0114 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	6,798.33		6,798.33
201401	KMJ Spreadsheet A 27535 30900024	J005-0100-0114 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	25,589.92	25,589.92	
201402	KMJ Spreadsheet A 27535 31086787	J005-0100-0214 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	6,798.33		6,798.33
201402	KMJ Spreadsheet A 27535 31086787	J005-0100-0214 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	25,589.92	25,589.92	
201408	KMJ Spreadsheet A 27535 32440260	J005-0100-0814 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	25,589.92	25,589.92	
201408	KMJ Spreadsheet A 27535 32440261	J005-0100-0814 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	6,798.33		6,798.33
201409	KMJ Spreadsheet A 27535 32758358	J005-0100-0914 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	25,589.92	25,589.92	
201409	KMJ Spreadsheet A 27535 32758359	J005-0100-0914 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	6,798.33		6,798.33
201410	KMJ Spreadsheet A 27535 32944509	J005-0100-1014 Adjustment USD	AMORT REG ASSET - SWAP TERMINATION	6,798.33		6,798.33
201410	KMJ Spreadsheet A 27535 32944509	J005-0100-1014 Adjustment USD	AMORT REG ASSET - SWAP TERMINATION	25,589.92	25,589.92	
201311	PAY-CAS Spreadsheet A 101211 30312629	J005-0100-1113 Adjustment USD	AMORT REG ASSET - SWAP TERMINATION	6,798.33		6,798.33
201403	PCM SALES INC	10077913-00	-HP 14IN LAPTOP E840G1U54300UQN180NINC04Ye	505.67	370.36	135.31
201407	REAL ESTATE AND RIGHT OF WAY	REALES071514	-AGENTS ACCOUNT	799.00	585.20	213.80
201401	REAL ESTATE AND RIGHT OF WAY	REALES011514	-AGENTS ACCOUNT	903.10	661.45	241.65
201404	REAL ESTATE AND RIGHT OF WAY	REALES041414	-REPLENISH REAL ESTATE AND RIGHT OF WAY AGEN	1,345.90	985.76	360.14
201311	SMK Spreadsheet A 27229 30336864	J005-0100-1113 Adjustment USD	AMORT REG ASSET - SWAP TERMINATION	25,589.92	25,589.92	
201312	SMK Spreadsheet A 27229 30599225	J005-0100-1213 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	25,589.92	25,589.92	
201312	SMK Spreadsheet A 27229 30599226	J005-0100-1213 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	6,798.33		6,798.33
201401	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-FREE ENTERPRISE SYSTEM #655151	572.77	419.51	153.26
201404	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-HUMAN CAPITAL INSTITUTE #419576	837.67	613.53	224.14
201403	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-ERE MEDIA INC #419576	887.09	649.72	237.37
201405	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-PFG*PROFORMA #418396	1,059.03	775.65	283.38
201404	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-PFG*PROFORMA #418388	1,523.82	1,116.08	407.74
201312	US BANK NATIONAL ASSOCIATION ND	29-JUL-2013 08:07 SERV	-COD - PFG*PROFORMA #418396	2,466.14	1,806.25	659.89
201312	US BANK NATIONAL ASSOCIATION ND	27-JUN-2013 10:06 SERV	-COD-PFG*PROFORMA #418396	3,405.69	2,494.40	911.29
Various	Miscellaneous	Various	Various under \$500	10,843.95	8,223.46	2,620.49
Total Miscellaneous				457,547.00	356,696.23	100,850.77

Louisville Gas and Electric Company		
Case No. 2014-00372		
Analysis of Account No. 426 - Other Income Deductions For the 12 Months Ended October 31, 2014		
Line No.	Item (a)	Amount (b)
	Electric:	
1.	Donations	\$ 2,371,954
2.	Expenditures for Certain Civic, Political and Related Activities	758,508
3.	Other Deductions	1,351,366
4.	Total	\$ 4,481,828
	Gas:	
1.	Donations	\$540,770
2.	Expenditures for Certain Civic, Political and Related Activities	181,405
3.	Other Deductions	293,058
4.	Total	\$ 1,015,233
	Total Electric and Gas	\$ 5,497,061

Note: All expenses, unless specifically designated as electric or gas, are considered common and are allocated based on the Annual Common Cost Allocation Computation.

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
Nov-13	HABITAT FOR HUMANITY OF METRO LOU	HABITA112013	-ENERGY EFFICIENCY	19,000.00
Nov-13	COMMUNITY WINTERHELP INC	COMMUN111113	-WINTER HELP	18,805.34
Nov-13	JUNIOR ACHIEVEMENT	JUNIOR111313	-BIZ TOWN STOREFRONT SPONSOR	15,000.00
Nov-13	ACTORS THEATRE OF LOUISVILLE	ACTORS111413	-COMMUNITY CONVERSATION	11,198.68
Nov-13	UNIVERSITY OF LOUISVILLE	UNIVER110413	-PLANT FOR THE PLANET PROGRAM	4,000.00
Nov-13	KENTUCKY CHAMBER OF COMMERCE	87656	-SPONSOR/INVESTMENT	3,000.00
Nov-13	PAB Spreadsheet A 26086 30476504	J017-0020-1113 Adjustment USD	IAMC Fall 2013 Sponsorship - Commerce Lexington	(1,175.00)
Nov-13	PAB Spreadsheet A 26086 30476504	J017-0020-1113 Adjustment USD	IAMC Fall 2013 Sponsorship - Bowling Green Area Chamber of Commerce	(1,175.00)
Nov-13	PAB Spreadsheet A 26086 30476504	J017-0020-1113 Adjustment USD	IAMC Fall 2013 Sponsorship - Greater Louisville, Inc.	(1,175.00)
Nov-13	PAB Spreadsheet A 26086 30476504	J017-0020-1113 Adjustment USD	IAMC Fall 2013 Sponsorship - Tri-County ED Corp.	(1,175.00)
Nov-13	PAB Spreadsheet A 26086 30476504	J017-0020-1113 Adjustment USD	IAMC Fall 2013 Sponsorship - TVA	(1,175.00)
Nov-13	PAB Spreadsheet A 26086 30476504	J017-0020-1113 Adjustment USD	IAMC Fall 2013 Sponsorship - KCED	(975.00)
Nov-13	3RD DIVISION POLICE ADVISORY BOARD	3RDDIV110413A	-KIDS AND COPS AND CHRISTMAS	500.00
Nov-13	TRIMBLE COUNTY HIGH SCHOOL	TRIMBL111713	-SUPPORT PROM	500.00
Nov-13	WHAS CRUSADE FOR CHILDREN	WHASCR110413A	-DONATION	500.00
Dec-13	KENTUCKY SCIENCE CENTER	1	-CHILDHOOD GALLERY	100,000.00
Dec-13	LOUISVILLE METRO GOVERNMENT	LOUISV111413	-CORRECT ACCOUNTING MB	75,000.00
Dec-13	MUHAMMAD ALI CENTER	1008	-2013 GALA	25,000.00
Dec-13	CITY OF NEW ALBANY	CITYOF121013	-TREE BOARD	22,500.00
Dec-13	COMMUNITY WINTERHELP INC	COMMUN121113	COMMUNITY WINTERHELP INC	20,438.02
Dec-13	LUTL AR SUNDRY BILLINGS DEC 2013 RECEIVABLES A 2061680			
Dec-13	30695176	Invoice Transaction Number 5066833	Com Work For Customer	(10,895.75)
Dec-13	ACTORS THEATRE OF LOUISVILLE	ACTORS121913	-LOBSTER FEAST	5,000.00
Dec-13	TOYS FOR TOTS	TOYSFO110713	-CORRECT ACCOUNTING MB	5,000.00
Dec-13	BLESSINGS IN A BACKPACK INC	103	-SCHOOL PROGRAM	5,000.00
Dec-13	JUNIOR ACHIEVEMENT	HOF121613	-BUSINESS HALL OF FAME	4,795.00
Dec-13	KENTUCKY SCIENCE CENTER	KENTUC121013	-GALLERY CAPITAL CAMPAIGN	2,500.00
Dec-13	FAMILY AND CHILDREN FIRST	FAMILY120213	-SPONSOR	2,500.00
Dec-13	OLMSTED PARKS CONSERVANCY	OLMSTE121913	-HALLOWEEN BALL - OCT 2013	2,500.00
Dec-13	NATIONAL CENTER FOR FAMILIES LEARNING INC	IVC201424	-FAMILY LITERACY PROGRAMS	2,500.00
Dec-13	KENTUCKIANA HEALTH COLLABORATIVE	KENTUC121913	-GOLD MEMBER DONATION	2,250.50
Dec-13	SOUTHWEST COMMUNITY FESTIVAL	SOUTHW121213A	-FESTIVAL BOOTH SPACE STRAW	1,935.00
Dec-13	TOYS FOR TOTS	200	-2013 MARINE CORPS RESERVE	1,668.00
Dec-13	TOYS FOR TOTS	200	-2013 MARINE CORPS RESERVE	1,666.00
Dec-13	TOYS FOR TOTS	200	-2013 MARINE CORPS RESERVE	1,666.00
Dec-13	PGS CUSTOM PRODUCTS	154161	-TURKEY BOWL FUNDRAISER	1,395.77
Dec-13	FREDERICK ASSET PROTECTION LLC	901	-Pay Frederick Asset Protection Invoice #901 for Off Duty Police at the Southwest Festival	1,168.00
Dec-13	LOUISVILLE LANDSHARKS	101	-TRY A TRI SPONSOR	1,000.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-GFS MKTPLC #0543 #308647	707.56
Dec-13	SOUTHWEST COMMUNITY FESTIVAL	SOUTHW121213	-FESTIVAL DAY PHOTOGRAPHER	650.00
Dec-13	WATSON LN ELEM FAMILY RESOURCE CTR	101	-FAMILIES IN NEED FOR CHRISTMAS	500.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-L2GEP. TOM SAWYER ST #420525	500.00
Dec-13	FROST MIDDLE SCHOOL	200	-FAMILIES IN NEED FOR CHRISTMAS	500.00
Dec-13	VALLEY HIGH SCHOOL	97	-VIKINGS TREE	500.00
Jan-14	RAD-JHB Spreadsheet A 10277 30891371	J503-0100-0114 Adjustment USD	Home Enegy Assist	180,000.00
Jan-14	PROJECT WARM	PROJEC012114	-ANNUAL CONTRIBUTION	100,000.00
Jan-14	WOMEN 4 WOMEN INC	WOMEN4011714	-2013 CHAMPIONS CONTRIBUTION	50,000.00
Jan-14	KENTUCKY LIFT INC	2	-SPONSORSHIP	35,000.00
Jan-14	COMMUNITY WINTERHELP INC	COMMUN011314	-WINTERHELP MATCH	33,039.48
Jan-14	CATHOLIC EDUCATION FOUNDATION	CATHOL011314	-ALUMNI DINNER	12,500.00
Jan-14	LOUISVILLE METRO GOVERNMENT	LOUISV011514	-MAYORS MUSIC AND ART SERIES	10,000.00
Jan-14	ACTORS THEATRE OF LOUISVILLE	ACTORS011314	-LOBSTER FEAST 2014	5,000.00
Jan-14	OHIO RIVER VALLEY WATER SANITATION COMMISSION	OHIOR010714	-RIVER SWEEP CONTRIBUTION	5,000.00
Jan-14	KENTUCKY CHAMBER FOUNDATION	62455	-LEADERSHIP INSTITUTE	3,957.30
Jan-14	DUPONT MANUAL HIGH SCHOOL	DUPONT011614	-SCIENCE FAIR	2,500.00
Jan-14	RONALD MCDONALD HOUSE	RONALD011014	-CHARITIES OF KENTUCKIANA	2,500.00
Jan-14	RONALD MCDONALD HOUSE	RONALD012214	-SILVER SPONSOR-MCDAZZLE	2,500.00
Jan-14	MEADE ACTIVITY CENTER	MEADEA012414	-FUND RAISER	1,500.00
Jan-14	LOUISVILLE CENTRAL COMMUNITY CENTERS	LOUISV012114	-SPONSOR MEETING	1,235.50
Jan-14	FRIENDS OF CLARKS RIVER NWR	FRIEND012014	-JR DUCK STAMP PROGRAM	1,000.00
Jan-14	LINCOLN HERITAGE COUNCIL	LINCOL012214	-CLAYS CLASSIC SPONSOR	750.00
Feb-14	COMMUNITY WINTERHELP INC	COMMUN022414	-DONATION	35,243.82
Feb-14	COMMUNITY WINTERHELP INC	COMMUN021214	-COLD WEATHER	20,000.00
Feb-14	U OF L FOUNDATION INC	UOFLFO022114	-SPACE ENGINEERING PROGRAM	15,000.00

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
Feb-14	LOUISVILLE BALLET	CCCFY14001	-EDUCATION PROGRAM	15,000.00
Feb-14	GREATER LOUISVILLE INC	122302	-LEADERSHIP EXPEDITION SPONSORSHIP	14,000.00
Feb-14	WHO'S WHO LOUISVILLE AFRICAN	A1416	-SPONSORSHIP	12,500.00
Feb-14	THE LOUISVILLE ZOO	THELOU020414	-CONTRIBUTION	12,000.00
Feb-14	PROJECT ONE INC	PROJEC021214	-SUMMER JOBS	10,000.00
Feb-14	UNIVERSITY OF THE CUMBERLANDS	UNIVER021214	-STEM SCHOLARSHIPS	10,000.00
Feb-14	LEXINGTON HABITAT FOR HUMANITY	LEXING021214	-ENERGY STAR	9,000.00
Feb-14	WEST LOUISVILLE PERFORMING ARTS ACADEMY INC	WESTL0022014	-GENERAL OPERATING	6,000.00
Feb-14	YMCA OF GREATER LOUISVILLE INC	YMCAOF021214B	-COLD WEATHER	5,000.00
Feb-14	VOLUNTEERS OF AMERICA OF KY INC	VOLUNT021914	-COLD WEATHER	5,000.00
Feb-14	DARRELL GRIFFITH FOUNDATION, THE	DARREL021914	-EXPERIENCE MAY 3, 2014	5,000.00
Feb-14	THE KENTUCKY CENTER	352	-GOVERNORS SCHOOL FOR THE ARTS	5,000.00
Feb-14	PROJECT WARM	ENERGY013014	-CONTRIBUTION & SPONSORSHIP	5,000.00
Feb-14	BOYS AND GIRLS CLUBS OF KENTUCKIANA	BOYSAN021214	-EDUCATIONAL PROGRAMS	5,000.00
Feb-14	THE SALVATION ARMY	THESAL021914	-COLD WEATHER	5,000.00
Feb-14	PORTLAND MUSEUM	PORTLA022114	-EDUCATION FOR THE FUTURE	5,000.00
Feb-14	MASONIC HOMES OF KENTUCKY	MASON022414	-PLANT FOR THE PLANET GRANT	5,000.00
Feb-14	KENTUCKYSHOW	KENTUC021214	-DONATION	5,000.00
Feb-14	CREASEY MAHAN NATURE PRESERVE INC	CREASE021414	-GRANT FOR TREES PLANTING	4,970.00
Feb-14	ST GEORGES COMMUNITY CENTER	STGEOR021214	-AFTERSCHOOL PROGRAM	4,000.00
Feb-14	EASTERN AREA COMMUNITY MINISTRIES	01312014	-ROCKIN' CRUISE	3,500.00
Feb-14	KENTUCKY OPERA	CARN14LGE	-CARNEVALE SPONSORSHIP	3,000.00
Feb-14	YMCA OF GREATER LOUISVILLE	YMCAOF021214	-ANNUAL AWARDS CELEBRATION	3,000.00
Feb-14	POWER OF ONE	POWER0020414	-CONTRIBUTION	2,880.00
Feb-14	RONALD MCDONALD HOUSE	RONALD0112214	-SILVER SPONSOR--MCDAZZLE	(2,500.00)
Feb-14	ST JOHN CENTER INC	STJOHN021214	-COLD WEATHER	2,500.00
Feb-14	JEFF STREET BAPTIST COMMUNITY AT LIBERTY	JEFFST021214	-COLD WEATHER	2,500.00
Feb-14	LOUISVILLE REGIONAL SCIENCE FAIRS INC	LOUISV022014	-SCIENCE FAIR	2,500.00
Feb-14	ST JOHN CENTER INC	STJOHN022014	-WINTER HEATING ASSISTANCE	2,500.00
Feb-14	JEFFERSON STREET BAPTIST CENTER INC	01022014	-WINTER HEATING ASSISTANCE	2,500.00
Feb-14	HOME OF THE INNOCENTS	HOMEOF021414	-PASS DONATION	2,500.00
Feb-14	LOUISVILLE METRO POLICE FOUNDATION	7	-DISTRESS FUND	2,500.00
Feb-14	THE CABBAGE PATCH	THECAB021214	-UTILITY ASSISTANCE PROGRAM	2,500.00
Feb-14	POWER OF ONE	POWER0020414	-CONTRIBUTION	2,426.50
Feb-14	KENTUCKY DERBY FESTIVAL FOUNDATION INC	KENTUC021114	-FILLIES BALL	2,200.00
Feb-14	SOUTHWEST COMMUNITY MINISTRIES INC	129	-DINNER/AUCTION SPONSOR	2,000.00
Feb-14	THE COALITION FOR THE HOMELESS	THECOA020414	-CONTRIBUTION	2,000.00
Feb-14	THE COALITION FOR THE HOMELESS	THECOA021214	-COLD WEATHER CONTRIBUTION	2,000.00
Feb-14	ST JOHN CENTER INC	STJOHN022014A	-COMMUNITY INVESTMENT GRANT	2,000.00
Feb-14	JEFFERSON COUNTY PUBLIC	JEFFER022412	-LIFESTYLES CHOICE FORUM	2,000.00
Feb-14	YMCA SAFE PLACE SERVICES	YMCASA021214	-SHELTER HOUSE	2,000.00
Feb-14	CAVE HILL HERITAGE FOUNDATION INC	CAVEHI021214	-PLANT FOR THE PLANET	1,438.00
Feb-14	COMMONWEALTH FUND FOR KET	EEE140601004	-KET SUMMER CELEBRATION	1,250.00
Feb-14	MARYHURST	MARYHU013014	-JOURNEY OF HOPE LUNCHEON	1,250.00
Feb-14	FERN CREEK HIGHVIEW UNITED MINISTRIES	FERNCR022414	-PENNIES FROM HEAVEN	1,000.00
Feb-14	STORMCHASERS BASEBALL	STORMC012214	-SPONSOR BASEBALL TEAM	1,000.00
Feb-14	UNIVERSITY OF LOUISVILLE	1002	-SPONSOR MLK PHOTO	1,000.00
Feb-14	KENTUCKIANA BLUES SOCIETY	2014LGE01	-BLUES CHALLENGE SPONSOR	1,000.00
Feb-14	VALLEY HIGH SCHOOL	VALLEY021214	-ARCHERY TOURNMENT	500.00
Feb-14	TRIMBLE COUNTY HIGH SCHOOL	TRIMBL022114	-TRACK & FIELD TEAM	500.00
Feb-14	AMERICAN CANCER SOCIETY INC	AMERIC020714	-RELAY FOR LIFE	500.00
Mar-14	THE LOUISVILLE ZOO	THELOU031114	-CONTRIBUTION	30,000.00
Mar-14	THE LOUISVILLE ZOO	THELOU031114	-CONTRIBUTION	30,000.00
Mar-14	COMMUNITY WINTERHELP INC	COMMUN031914	COMMUNITY WINTERHELP INC	29,562.88
Mar-14	COMMUNITY FOUNDATION OF LOUISVILLE INC	GLL03192014	-CONTRIBUTION	20,000.00
Mar-14	METRO UNITED WAY	FT201415	-CONTRIBUTION	7,500.00
Mar-14	LEADERSHIP LOUISVILLE FOUNDATION	022014	-GENERAL OPERATING SUPPORT	7,500.00
Mar-14	SOUTHWEST COMMUNITY MINISTRIES INC	SOUTHW031914A	-MILL CREEK PURCHASE AGREEMENT-FINAL	5,900.00
Mar-14	WAYSIDE CHRISTIAN MISSION	WAYSID022414	-CONTRIBUTION	5,000.00
Mar-14	ST VINCENT DE PAUL	STVINC022414	-CONTRIBUTION	5,000.00
Mar-14	HOUSING PARTNERSHIP INC	201320	-HOME SHOW SPONSOR	4,402.46
Mar-14	LEADERSHIP KENTUCKY FOUNDATION INC	LEADER022814	-CONTRIBUTION	4,400.00
Mar-14	SOUTHWEST COMMUNITY MINISTRIES INC	SOUTHW031914	-DINNER AND AUCTION	3,000.00
Mar-14	ST. JOHN CENTER INC	J017-0020-0314 Adjustment USD	St. John Center Inc. - refund of duplicate payment	(2,500.00)

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
Mar-14	FEEDING AMERICA FOOD PANTRY #A00107	FEEDIN03194	-CONTRIBUTION	2,500.00
Mar-14	LOUISVILLE URBAN LEAGUE	LOUISV032114	-CONTRIBUTION	2,250.50
Mar-14	KENTUCKY MUSEUM OF ART AND CRAFT	20111237AG	-CONTRIBUTION	2,000.00
Mar-14	TEACH KENTUCKY	TEACHK031414	-GENERAL OPERATING FUND	2,000.00
Mar-14	SPALDING UNIVERSITY	100	-BRACKETOLOGY 2014	1,500.00
Mar-14	LEADERSHIP LOUISVILLE FOUNDATION	22614	-PROGRAM DAY SPONSOR	1,500.00
Mar-14	UNIVERSITY OF LOUISVILLE	S1402	-CONFERENCE SPONSOR	1,125.25
Mar-14	DERBY CITY TENT RENTAL INC	DERBYC091713	-VALLEY VILLAGE COMMUNITY EVENT - SEPT 7, 2013	1,120.00
Mar-14	YMCA OF GREATER LOUISVILLE INC	YMCASP022614	-CONTRIBUTION	1,000.00
Mar-14	BERRYTOWN YMCA	BERRYTOWN YMCA	-BANNER	1,000.00
Mar-14	COMMERCE LEXINGTON	77019	-BRONZE SPONSOR	1,000.00
Mar-14	METRO PARKS	METRO PARKS	-CONTRIBUTION	938.00
Mar-14	UNIVERSITY OF LOUISVILLE	20140002	-CONTRIBUTION	800.00
Apr-14	ASSOC OF COMMUNITY MINISTRIES	ASSOCI041114	Home Enegy Assist	412,500.00
Apr-14	NATIONAL CORPORATE THEATER FUND	3634	-CONTRIBUTION	25,000.00
Apr-14	HUNTER KNEPSHIELD COMPANY INC	HK1311281	-STEELWORX GABLE AMPHITHEATER, 24' X 40',WITH 11' 0" LOW EAVE W/POLYESTER POWDER COATED FRAMEWORK, WITH 24 GAUGE MULTIRIB PRECUT METAL ROOFING . SUNBURST GABLE DESIGN. ITEM # GAAM, 4024-SW THIS IS FOR SUN VALLEY	21,259.00
Apr-14	HUNTER KNEPSHIELD COMPANY INC	HK1311281	-STEELWORX GABLE AMPHITHEATER, 24' X 40',WITH 11' 0" LOW EAVE W/POLYESTER POWDER COATED FRAMEWORK, WITH 24 GAUGE MULTIRIB PRECUT METAL ROOFING . SUNBURST GABLE DESIGN. ITEM # GAAM, 4024-SW THIS IS FOR SUN VALLEY	21,259.00
Apr-14	COMMUNITY WINTERHELP INC	COMMUN041114	COMMUNITY WINTERHELP INC	21,136.04
Apr-14	GILDAS CLUB LOUISVILLE	GILDAS042414	-CONTRIBUTION	10,000.00
Apr-14	FUND FOR THE ARTS	FUNDFO040814	-CONTRIBUTION	10,000.00
Apr-14	OPERATION OPEN ARMS INC	1316	-CONTRIBUTION	6,000.00
Apr-14	KENTUCKY DEPARTMENT OF FISH AND WILDLIFE	KYDEPT042314	-CONTRIBUTION	5,000.00
Apr-14	HELPING HAND OF HOPE INC	HELPING HAND OF HOPE INC	-CONTRIBUTION	5,000.00
Apr-14	SOUTH LOUISVILLE COMMUNITY MINISTRIES	SOUTHL033114	-CONTRIBUTION	5,000.00
Apr-14	YOUTH BUILD LOUISVILLE	621	-CONTRIBUTION	5,000.00
Apr-14	KENTUCKY MINORITY SCHOLARSHIP FUND	201	-CONTRIBUTION	5,000.00
Apr-14	RIVERSIDE FARNSLEY MOREMAN	RIVERS041614	-CONTRIBUTION	5,000.00
Apr-14	SOPHISTICATED LIVING	37364	-CONTRIBUTION	3,600.00
Apr-14	THE LOUISVILLE ZOO	20141	-CONTRIBUTION	3,500.00
Apr-14	WOMEN LEADING KY	WOMENL040814	-CONTRIBUTION	3,000.00
Apr-14	OLMSTED PARKS CONSERVANCY	OLMSTE041614	-CONTRIBUTION	2,500.00
Apr-14	FAMILY SCHOLAR HOUSE	326141	-CONTRIBUTION	2,500.00
Apr-14	BOYS AND GIRLS CLUBS OF KENTUCKIANA	18414	-CONTRIBUTION	2,000.00
Apr-14	GREATER LOUISVILLE SPORTS COMMISSION	LOUISV042114	-CONTRIBUTION	1,369.50
Apr-14	LOUISVILLE CHAPTER OF THE LINKS INC	THELOU040714	-CONTRIBUTION	1,360.00
Apr-14	US BANK NATIONAL ASSOCIATION ND	01-MAY-2014 09:43KY U	-73322/HK1311281/1	1,275.54
Apr-14	US BANK NATIONAL ASSOCIATION ND	01-MAY-2014 09:43KY U	-73322/HK1311281/2	1,275.54
Apr-14	ONE SOUTHERN INDIANA INC	25553	-CONTRIBUTION	743.10
Apr-14	INDULGE CATERING	WEB000047	-CONTRIBUTION	724.50
Apr-14	HUNTER KNEPSHIELD COMPANY INC	HK1311281	-STEELWORX GABLE AMPHITHEATER, 24' X 40',WITH 11' 0" LOW EAVE W/POLYESTER POWDER COATED FRAMEWORK, WITH 24 GAUGE MULTIRIB PRECUT METAL ROOFING . SUNBURST GABLE DESIGN. ITEM # GAAM, 4024-SW THIS IS FOR SUN VALLEY	(584.70)
Apr-14	HUNTER KNEPSHIELD COMPANY INC	HK1311281	-STEELWORX GABLE AMPHITHEATER, 24' X 40',WITH 11' 0" LOW EAVE W/POLYESTER POWDER COATED FRAMEWORK, WITH 24 GAUGE MULTIRIB PRECUT METAL ROOFING . SUNBURST GABLE DESIGN. ITEM # GAAM, 4024-SW THIS IS FOR SUN VALLEY	(584.70)
Apr-14	TRIMBLE COUNTY HIGH SCHOOL	TRIMBLE032714	-CONTRIBUTION	500.00
Apr-14	KENTUCKY WORLD TRADE CENTER	0000143IN	-CONTRIBUTION	500.00
May-14	LOUISVILLE ORCHESTRA INC	FY15	-SPONSORSHIP	100,000.00
May-14	LOUISVILLE URBAN LEAGUE	LGEKU2014	-COMMUNITY CONTRIBUTION	30,000.00
May-14	LINCOLN FOUNDATION	14006	-CONTRIBUTION	25,000.00
May-14	MARYHURST	MARYHU042914	-CONTRIBUTION	20,000.00
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-PFG*PROFORMA #420525	17,839.80
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-PFG*PROFORMA #420525	16,324.00
May-14	WOMEN 4 WOMEN INC	WOMEN4WOMEN4042914	-CONTRIBUTION	15,000.00
May-14	KABOOM INC	KABOOM INC	-CONTRIBUTION	10,000.00
May-14	COMMUNITY WINTERHELP INC	COMMUN052814	COMMUNITY WINTERHELP INC	8,956.42

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May-14	KENTUCKY GOVERNOR'S MANSION	J703-0020-0514 Adjustment USD	Kentucky Governor's Mansion	6,600.00
May-14	GODS PANTRY FOOD BANK	2014TOB15	-CONTRIBUTION	5,000.00
May-14	THE LIBRARY FOUNDATION	THELIB050814A	-CONTRIBUTION	5,000.00
May-14	100 BLACK MEN OF LOUISVILLE	2014019DERBYGALA	-BRONZE SPONSOR	4,500.00
May-14	Douglas, Laura Green	410030	-Contributions	3,500.00
May-14	WOMEN 4 WOMEN INC	WOMEN4042914A	-CONTRIBUTION	3,000.00
May-14	YEW DELL INC	YEWDEL050714	-CONTRIBUTION	2,500.00
May-14	THE LIBRARY FOUNDATION	THELIB050814A	-CONTRIBUTION	2,500.00
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-FAMU FOUNDATION INC #903619	2,300.00
May-14	THE CENTER FOR WOMEN	THECEN051314	-CONTRIBUTION	2,000.00
May-14	THE LIBRARY FOUNDATION	THELIB050814	-CONTRIBUTION	1,904.79
May-14	TRIMBLE COUNTY MIDDLE SCHOOL	TRIMBL043014	-CONTRIBUTION	1,000.00
May-14	LOUISVILLE URBAN LEAGUE	LGEDSA0214	-CONTRIBUTION	1,000.00
May-14	KOSAIR CHARITIES COMMITTE INC	KOSAIR043014	-CONTRIBUTION	1,000.00
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-PFG*PROFORMA #420525	926.95
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-GG *LOUISVILLE URBAN L #903619	920.00
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-UOL*ATHLETIC DONATIONS #235979	850.00
May-14	UOFL IEEE STUDENT BRANCH	UOFL IEEE STUDENT BRANCH	-CONTRIBUTION	500.00
Jun-14	SIMMONS COLLEGE OF KENTUCKY	000210	-GENERAL INSTITUTIONAL SUPPORT	50,000.00
Jun-14	SIMMONS COLLEGE OF KENTUCKY	000210	-GENERAL INSTITUTIONAL SUPPORT	25,000.00
Jun-14	SIMMONS COLLEGE OF KENTUCKY	000210	-GENERAL INSTITUTIONAL SUPPORT	25,000.00
Jun-14	NATIONAL FFA FOUNDATION INC	0614591	-FFA CONVENTION	11,000.00
Jun-14	LINCOLN FOUNDATION	14007	-JAZZ SUMMA SPONSOR	10,000.00
Jun-14	COMMUNITY WINTERHELP INC	COMMUN061614	COMMUNITY WINTERHELP INC	8,103.17
Jun-14	LOUISVILLE JEFFERSON COUNTY METRO GOVT	LOUISV052814	-RIVERVIEW PARK FESTIVAL	5,000.00
Jun-14	WOUNDED WARRIOR PROJECT INC	WOUNDE061614	-WARRIOR PROJECT	5,000.00
Jun-14	JEFFERSON COUNTY PUBLIC	JEFFER061914	-TEACHER DEVELOPMENT	5,000.00
Jun-14	SHIVELY AREA MINISTRIES INC	933	-FALL EVENT SPONSOR	5,000.00
Jun-14	GIRL SCOUTS OF KENTUCKIANA	GIRLSC060614	-PLEDGE	5,000.00
Jun-14	LOUISVILLE JEFFERSON COUNTY METRO GOVT	LOUISV061214	-PLANT FOR THE PLANET	5,000.00
Jun-14	WOUNDED WARRIOR PROJECT INC	WOUNDE060514LGE	-STRIKEOUTS FOR WARRIORS	4,900.00
Jun-14	WOUNDED WARRIOR PROJECT INC	WOUNDE060514LGEA	-STRIKEOUTS FOR WARRIOR	4,900.00
Jun-14	WOUNDED WARRIOR PROJECT INC	WOUNDE060514SRV	-STRIKEOUTS FOR WARRIORS	3,185.00
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-BLK*LEADERSHIP LOU CTR #418690	3,000.00
Jun-14	KENTUCKY BOURBON FESTIVAL	KENTUC061614	-FESTIVAL SPONSOR	3,000.00
Jun-14	DRESS FOR SUCCESS LOUISVILLE	281061314	-GENERAL OPERATING SUPPORT	2,000.00
Jun-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-RIVERSIDE, THE FARNSL #235979	1,800.00
Jun-14	BUTLER COUNTY HIGH SCHOOL	BUTLER051314	-NATIONAL LEADERSHIP CONFERENCE	1,000.00
Jun-14	USPIRITUS INC	USPIRI052714	-GOLF SCRAMBLE	1,000.00
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-BARNES & NOBLE #2196 #420525	880.94
Jun-14	BOY SCOUTS OF AMERICA	1172334985	-CLAYS CLASSIC	750.00
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-L2GL2G*EP TOM SAWYER S #420525	700.00
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-PFG*PROFORMA #420525	585.94
Jun-14	LEXINGTON BLUEGRASS AREA	33	-EXPO 2014	550.00
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-DICK'S CLOTHING&SPORTING #420525	500.00
Jul-14	LEXINGTON HABITAT FOR HUMANITY	LEXING063014	-ENERGY STAR HOMES	9,000.00
Jul-14	STAGE ONE FAMILY THEATRE	148	-CASSIUS CLAY SCHOLARSHIP FUND	7,500.00
Jul-14	SOUTHWEST COMMUNITY MINISTRIES INC	SOUTHW070914	-FINAL PAYMENT	5,900.00
Jul-14	WHITE CASTLE SYSTEM INC	WHITEC062714	-LUNCH FOR 2014 BACK PACK EVENT	3,949.56
Jul-14	VALLEY WOMENS CLUB	VALLEY072514	-SCHOLARSHIPS	3,600.00
Jul-14	LOUISVILLE URBAN LEAGUE	LOUISV071614	-6TH ANNUAL GOLF CLASSIC	3,000.00
Jul-14	ST JOSEPH CHILDRENS HOME	STJOSE071114	-PICNIC	2,500.00
Jul-14	TEAM SHAAAN FOUNDATION	TEAMSH072514	-GOLF OUTING	2,000.00
Jul-14	LOUISVILLE DEFENDER NEWSPAPER INC	WL7115	-FESTIVAL	1,500.00
Jul-14	FEAT OF LOUISVILLE INC	FEATOF072514	-CREATE A STIR	1,250.00
Jul-14	ST GEORGES COMMUNITY CENTER	STGEOR071414	-COMMUNITY CENTER	750.00
Jul-14	LOUISVILLE METRO GOVERNMENT	LOUISV071014	-SENIOR DAY OUT	500.00
Aug-14	THE LIBRARY FOUNDATION	THELIB081514	-FINAL PYMT ON GRANT	31,250.00
Aug-14	THE LIBRARY FOUNDATION	THELIB081514	-FINAL PYMT ON GRANT	31,250.00
Aug-14	THE LIBRARY FOUNDATION	THELIB081514	-FINAL PYMT ON GRANT	31,250.00
Aug-14	THE LIBRARY FOUNDATION	THELIB081514	-FINAL PYMT ON GRANT	31,250.00
Aug-14	MUHAMMAD ALI CENTER	1009	-HUMANITARIAN AWARDS-BRONZE	25,000.00
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-WM SUPERCENTER #526 #420525	22,310.41
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-WAL-MART #0526 #420525	17,633.10

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
Aug-14	THE LIBRARY FOUNDATION	THELIB072914	-GRAND OPENING	8,500.00
Aug-14	COMMUNITY WINTERHELP INC	COMMUN081314	COMMUNITY WINTERHELP INC	8,158.49
Aug-14	COMMUNITY WINTERHELP INC	COMMUN081114	-CONTRIBUTION	7,662.40
Aug-14	LEADERSHIP LOUISVILLE FOUNDATION	080114	-LEADERSHIP LUNCHEON	7,500.00
Aug-14	LEADERSHIP LOUISVILLE FOUNDATION	080114	-LEADERSHIP LUNCHEON	7,500.00
Aug-14	LEXINGTON HABITAT FOR HUMANITY	LEXING081314	-ENERGY STAR 3.0 HOMES	6,000.00
Aug-14	WORLD FOOD PROGRAM USA	WORLD073014	-MOTOWN BENEFIT TO BEAT HUNGER	5,000.00
Aug-14	KENTUCKY SAFETY & HEALTH NETWORK INC	J233-0100-0814 Adjustment USD	Charitable Contribution should be account 426.1/ 0646	4,794.00
Aug-14	NATIONAL ARCHERY	J233-0100-0814 Adjustment USD	Reclass to 426.1 exp type 0646	4,510.00
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-WM SUPERCENTER #526 #420525	3,459.29
Aug-14	LEXINGTON HABITAT FOR HUMANITY	LEXING081414	-ENERGY STAR 3.0 HOME	3,000.00
Aug-14	VALLEY VILLAGE TRUSTEES	VALLEY080114	-GREENLEY CEMETERY PROJECT	2,898.00
Aug-14	KENTUCKY HOMELAND SECURITY	J233-0100-0814 Adjustment USD	Kentucky Homeland Security _Location sponsorship move to 426.1 exp type 0646	2,676.30
Aug-14	THE ARBORETUM	08142014	-PLANT FOR THE PLANET	2,673.95
Aug-14	BRIGHTSIDE	1680200010	-TREE CANOPY ASSESSMENT	2,500.00
Aug-14	ELDER SERVE	ELDERS081114	-AGAING AWARD LUNCHEON	2,500.00
Aug-14	DREAM FACTORY INC	2014	-24 HR RUN FOR DREAMS	2,500.00
Aug-14	RAPTOR REHABILITATION OF	RAPTOR081114	-CONTRIBUTION	2,500.00
Aug-14	NELSON COUNTY ECONOMIC DEVELOPMENT AGENCY	NELSON062414	-34TH ANNUAL ARTS CRAFTS & FAIR	2,000.00
Aug-14	KENTUCKY EMERGENCY SERVICES CONFERENCE	004	-CONFERENCE SPONSOR	1,750.00
Aug-14	COMMONWEALTH FUND FOR KET	EEE141101003	-TWISTS, TWEED & TWINNINGS	1,250.00
Aug-14	VALLEY HIGH SCHOOL	J233-0100-0814 Adjustment USD	Reclass to 426.1 exp type 0646	1,200.00
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Thrivals - 426.1	1,125.25
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Charitable Contribution s/b account 426.1	1,103.00
Aug-14	HOUSING PARTNERSHIP INC	346	-2014 SCHOOL SUPPLY DRIVE	1,000.00
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Healing Place - exp type 634	787.68
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Award Banquet - 426.1	750.00
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Charitable Contribution s/b account 426.1	679.45
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-BARNES&NOBLE*COM #420517	552.71
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-BARNES&NOBLE*COM #420517	552.71
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-BARNES&NOBLE*COM #420517	552.71
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-BARNES&NOBLE*COM #420517	552.71
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-BARNES&NOBLE*COM #420517	552.71
Aug-14	TRIMBLE COUNTY HIGH SCHOOL	TRIMBL082614	-PROJECT PROM	500.00
Aug-14	AMERICAN LUNG ASSOCIATION	AMERIC081114	-SHAKERTOWN RIDE	500.00
Sep-14	CASA	09042014	-ST JAMES ART SHOW	25,000.00
Sep-14	Reverses "J255-0110-0814 Adjustment USD"03-SEP-14 10:36:35 - 32543900	Reverses "J255-0110-0814 Adjustment USD"03-SEP-14 10:36:35	To reclass to the correct project and task.	22,041.59
Sep-14	ENERGY CONSERVATION ASSOC	ENERGY091014	-PROJECT WARM	15,000.00
Sep-14	Reverses "J255-0110-0814 Adjustment USD"03-SEP-14 10:36:35 - 32543900	Reverses "J255-0110-0814 Adjustment USD"03-SEP-14 10:36:35	To reclass to the correct project and task.	12,482.64
Sep-14	COMMUNITY WINTERHELP INC	COMMUN091814	COMMUNITY WINTERHELP INC	8,939.79
Sep-14	OLMSTED PARKS CONSERVANCY	OLMSTE091714	-BOO LA LA HALLOWEEN BALL	5,000.00
Sep-14	LEXINGTON HABITAT FOR HUMANITY	LEXING092214	-ENERGY STAR HOME	3,000.00
Sep-14	LEXINGTON HABITAT FOR HUMANITY	LEXING090214	-ENERGY STAR HOMES	3,000.00
Sep-14	Reverses "J255-0110-0814 Adjustment USD"03-SEP-14 10:36:35 - 32543900	Reverses "J255-0110-0814 Adjustment USD"03-SEP-14 10:36:35	To reclass to the correct project and task.	2,702.78
Sep-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-EMBASSY SUITES LEXINGTON #420897	2,676.30
Sep-14	CENTRAL KENTUCKY YOUTH ORCHESTRA SOCIETY INC	CENTRA090214	-MUSIC WORKS	2,500.00
Sep-14	NEW DIRECTIONS HOUSING CORPORATION	NEWDIR092614	-DREAM BUILDERS BREAKFAST	2,500.00
Sep-14	LINCOLN FOUNDATION	14024	-BUSINESS FIRST SPONSOR/AD	1,500.00
Sep-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 06:09 LUTL	-JUNIOR ACHIEVEMENT OF KY #417775	1,200.00
Sep-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 07:07 LUTL	-CYSTIC FIBROSIS FNDATION #314700	1,200.00
Sep-14	SPECIAL OLYMPICS KENTUCKY	SPECIA091114	-2014 PLANE PULL-REG. LGE MILL CREEK	1,000.00
Sep-14	CARNEGIE CENTER FOR LITERACY	CARNEG092214	-BACK TO SCHOOL BASH	1,000.00
Sep-14	ST MATTHEWS AREA CHAMBER OF COMMERCE	3202	-LIGHT UP ST MATTHEWS	1,000.00
Sep-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 06:09 LUTL	-4384 METRO #308647	931.40
Sep-14	Douglas, Laura Green	509131	-Contributions	798.00
Sep-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 06:09 LUTL	-JUNIOR ACHIEVEMENT OF KY #308530	600.00
Sep-14	YALE IN KY INC	12014	-HOUSING CONTRIBUTION	572.00
Sep-14	TRIMBLE COUNTY HIGH SCHOOL	TRIMBL091514	-SPONSOR	500.00
Oct-14	CARROLLTON COLLEGE EDUCATION FOUNDATION INC	CARROLL100814KU	-CAMPUS	50,000.00
Oct-14	EAST & WESTBROOK CONSTRUCTION CO INC	57432	-57432 - LGE MC Sun Valley Park Community Service Project Amphitheater - J. Thompson	31,558.30
Oct-14	EAST & WESTBROOK CONSTRUCTION CO INC	57432	-57432 - LGE MC Sun Valley Park Community Service Project Amphitheater - J. Thompson	31,558.29

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Oct-14	CARROLLTON COLLEGE EDUCATION FOUNDATION INC	CARROL100814KU	-CAMPUS	25,000.00
Oct-14	COMMUNITY WINTERHELP INC	COMMUN101414	-DONATION	9,074.59
Oct-14	YMCA OF CENTRAL KENTUCKY	100	-AWARDS BANQUET	7,500.00
Oct-14	LOUISVILLE BRANCH NAACP	1025144	-GOLD SPONSOR	5,000.00
Oct-14	CITY OF DANVILLE	CITYOF102314SERV	-PLANT FOR THE PLANET	3,000.00
Oct-14	LOMONTA FOUNDATION	LOMONT092914	-CONTRIBUTION	2,500.00
Oct-14	WESTERN KENTUCKY UNIVERSITY FOUNDATION INC	WKUFOUNDATION	-PLEDGE	2,450.00
Oct-14	KENTUCKY COUNCIL ON ECONOMIC EDUCATION	B0003886	-AFTER SCHOOL PROGRAM	2,000.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 LUTL	-THE KITCHEN #732181	1,500.00
Oct-14	Thomas, Paul Gregory	533239	-Contributions	1,500.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-SQ *FREDERICK ASSET PROTE #420525	1,353.60
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-LOUISVILLE METRO POLICE F #420897	1,225.00
Oct-14	JEFFERSON COUNTY PUBLIC	JEFFER102814	-PARENT NIGHT	1,200.00
Oct-14	AMERICANA COMMUNITY CENTER INC	AMERIC102114	-EVENT SPONSOR	1,000.00
Oct-14	SPINA BIFIDA ASSOCIATION OF KENTUCKY	505201111	-WALK AND ROLL	1,000.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-FUN MASTERS #420525	850.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 LUTL	-THE HOME DEPOT 2302 #308647	778.15
Oct-14	LOUISVILLE URBAN LEAGUE	LOUISV102214SERV	-LUNCHEON	750.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 LUTL	-DAVIS ELECTRONICS CO INC #308647	742.00
Oct-14	FARNSLEY MIDDLE SCHOOL	FARNSL101414LGE	-FALL FESTIVAL	675.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-SECURITAS EOC #420525	672.35
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-FUN MASTERS #420525	550.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-WM SUPERCENTER #3841 #420525	500.00
Oct-14	YOUTH BUILD LOUISVILLE	YOUTHB0100714	-LUNCHEON	500.00
Various	Various	Various	Various - Individual Transactions Under \$500	(7,039.50)
Total Donations				2,912,724.35
Nov-13	BATES CAPITOL GROUP INC	103130	-SERVICES	4,400.00
Nov-13	BATES CAPITOL GROUP INC	093026	-SERVICES	4,400.00
Nov-13	COAL UTILIZATION RESEARCH COUNCIL	813	-2014 MEMBERSHIP DUES	7,647.00
Nov-13	SNW Spreadsheet A 27138 30469639	J110-0100-1113 Adjustment USD	November EEI Lobbying - Charges from PPL - Amortization	5,144.25
Nov-13	THE LANSBURGH	THELAN1113	-LEASE - M BEER	1,752.59
Nov-13	THE ROTUNDA GROUP LLC	2377	-GOVERNMENT RELATIONS	1,937.19
Dec-13	BATES CAPITOL GROUP INC	120136	-SERVICES-DECEMBER	4,400.00
Dec-13	BATES CAPITOL GROUP INC	113034	-SERVICES-NOVEMBER	4,400.00
Dec-13	Beer, Michael S	359961	-Miscellaneous	1,823.90
Dec-13	CURLESS FAMILY LIMITED PARTNERSHIP	2014U61STQ	-RENT	837.00
Dec-13	MPE Spreadsheet A 27534 30692619	J110-0100-1213 Adjustment USD	December EEI Lobbying - Charges from PPL - Amortization	5,144.25
Dec-13	Siemens, George Robert	355047	-Lodging	520.52
Dec-13	THE LANSBURGH	THELAN1213	-LEASE - M BEER	1,752.58
Dec-13	THE ROTUNDA GROUP LLC	2402	-DECEMBER	1,937.19
Dec-13	THE ROTUNDA GROUP LLC	2394	-NOVEMBER	1,937.19
Dec-13	US BANK NATIONAL ASSOCIATION ND	29-OCT-2013 12:10 LELLC	-COD - HUNTON & WILLIAMS #178964	2,340.72
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-HUNTON & WILLIAMS #181975	2,330.30
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-UPPER CRUST CATERING #178394	2,204.35
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-NATIONAL ARCHERY #306518	1,459.00
Jan-14	BATES CAPITOL GROUP INC	011401	-SERVICES	4,400.00
Jan-14	Keene, Lourie Jean	363081	-Meals - Offsite / Mtgs / Business Travel	1,519.73
Jan-14	Keene, Lourie Jean	363081	-Material - Office Supplies/Equipment	1,064.37
Jan-14	LG FOX INC	T0626413	-LG FOX-ceiling fan install at apt Frankfort as per invoice T0626413 dated 12/30/2013	568.00
Jan-14	MPE Spreadsheet A 27534 30947638	J110-0100-0114 Adjustment USD	December EEI Lobbying - Charges from PPL - Amortization	4,421.33
Jan-14	RAY A THORNTON	RAYATH011414	-ENTERTAINMENT	600.00
Jan-14	THE LANSBURGH	THELAN0114	-LEASE - M BEER	1,752.59
Jan-14	THE LOUISVILLE CONVENTION AND VISITORS CENTER	THELOU010214	-PLATINUM SPONSOR/LOU NIGHT 2014	697.50
Jan-14	THE ROTUNDA GROUP LLC	2418	-GOVERNMENT RELATIONS	1,937.19
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-HUNTON & WILLIAMS #181975	2,326.77
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-HUNTON & WILLIAMS #181975	2,325.00
Feb-14	ACCCE ANNUAL ASSESSMENT	2014MEMBERDUES	-ANNUAL MEMBER DUES	4,323.10
Feb-14	BATES CAPITOL GROUP INC	020404	-SERVICES	4,400.00
Feb-14	MPE Spreadsheet A 27534 31165320	J110-0100-0214 Adjustment USD	EEI Lobbying - Charges from PPL - Amortization	4,421.33
Feb-14	THE LANSBURGH	THELAN0214	-LEASE - M BEER	1,752.58
Feb-14	THE ROTUNDA GROUP LLC	2443	-GOVERNMENT RELATIONS	1,937.19
Mar-14	BATES CAPITOL GROUP INC	030314	-SERVICES	4,400.00
Mar-14	MPE Spreadsheet A 27534 31317851	J110-0100-0314 Adjustment USD	EEI Lobbying - Charges from PPL - Amortization	4,421.33

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
Mar-14	Siemens, George Robert	388984	-Fees / Permits / Licenses	1,395.00
Mar-14	THE LANSBURGH	THELAN0314	-LEASE - M BEER	1,752.58
Mar-14	THE ROTUNDA GROUP LLC	2467	-CONSULTANT SERVICES	1,937.19
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-HUNTON & WILLIAMS #181975	2,383.06
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-HUNTON & WILLIAMS #181975	2,330.49
Mar-14	Vehicle Costs TRMS Allocation A 201404010455 31389070	Company 0100 Vehicle Costs TRMS Allocation USD	TRMS Costs Allocated from Project VEHL2004	534.45
Apr-14	BATES CAPITOL GROUP INC	040119	-CONSULTING SERVICES	4,400.00
Apr-14	CURLESS FAMILY LIMITED PARTNERSHIP	2014U62NDQ	CURLESS FAMILY LIMITED PARTNERSHIP	837.00
Apr-14	MPE Spreadsheet A 27534 31622776	J110-0100-0414 Adjustment USD	EEI Lobbying - Charges from PPL - Amortization	4,421.33
Apr-14	THE LANSBURGH	THELAN0414	-LEASE - M BEER	1,752.58
Apr-14	THE ROTUNDA GROUP LLC	2489	THE ROTUNDA GROUP LLC	1,937.19
May-14	BATES CAPITOL GROUP INC	050223	BATES CAPITOL GROUP INC	4,400.00
May-14	MPE Spreadsheet A 27534 31861075	J110-0100-0514 Adjustment USD	EEI Lobbying - Charges from PPL - Amortization	4,421.33
May-14	THE LANSBURGH	THELAN0514	-LEASE - M BEER	1,733.74
May-14	Walker, Barry Russell	423227	-Miscellaneous	800.00
Jun-14	Beer, Michael S	426154	-Training	736.00
Jun-14	Beer, Michael S	426154	-Airfare	543.26
Jun-14	CURLESS FAMILY LIMITED PARTNERSHIP	2014U63RDQ	-3RD QTR RENT	828.00
Jun-14	SNW Spreadsheet A 27138 32073653	J110-0100-0614 Adjustment USD	EEI Lobbying - Charges from PPL - Amortization	4,421.33
Jun-14	THE LANSBURGH	THELAN0614	-LEASE - M BEER	1,733.74
Jun-14	THE ROTUNDA GROUP LLC	2511	-GOVERNMENT RELATIONS	1,916.36
Jun-14	THE ROTUNDA GROUP LLC	2534	-GOVERNMENT RELATIONS	1,916.36
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-HUNTON & WILLIAMS #181975	2,300.00
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-HUNTON & WILLIAMS #181975	2,300.00
Jun-14	USGO	USGO061014	-2014 USGO Conference Fees	825.00
Jul-14	BATES CAPITOL GROUP INC	061024	-CONSULTING	4,400.00
Jul-14	BATES CAPITOL GROUP INC	070128	-SERVICES	4,400.00
Jul-14	MPE Spreadsheet A 27534 32320274	J110-0100-714 Adjustment USD	EEI Lobbying - Charges from PPL - Amortization	4,421.33
Jul-14	THE LANSBURGH	THELAN0714	-LEASE - M BEER	1,733.74
Jul-14	THE ROTUNDA GROUP LLC	2554	-GOVERNMENT RELATIONS	1,916.36
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-HUNTON & WILLIAMS #181975	2,303.31
Jul-14	Vehicle Costs TRMS Allocation A 201408020807 32299642	Company 0110 Vehicle Costs TRMS Allocation USD	TRMS Costs Allocated from Project VEHK2004	635.31
Jul-14	WATERWAYS COUNCIL INC	52792	-MEMBERSHIP DUES	4,518.54
Aug-14	BATES CAPITOL GROUP INC	080130	-SERVICES	4,400.00
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.4 exp type 670	2,000.00
Aug-14	MPE Spreadsheet A 27534 32546466	J110-0100-0814 Adjustment USD	EEI Lobbying - Charges from PPL - Amortization	4,421.33
Aug-14	THE LANSBURGH	THELAN0914	-LEASE - M BEER	1,768.24
Aug-14	THE ROTUNDA GROUP LLC	2575	-GOVERNMENT RELATIONS	1,916.36
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-HUNTON & WILLIAMS #181975	2,302.53
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-HUNTON & WILLIAMS #181975	2,300.00
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 07:08 LUTL	-COURIER JOURNAL GENERAL #306518	1,335.00
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 07:08 LUTL	-PFG*PROFORMA #306518	686.81
Sep-14	BATES CAPITOL GROUP INC	090235	-SERVICES	4,400.00
Sep-14	CURLESS FAMILY LIMITED PARTNERSHIP	2014U64THQ	-4TH QTR RENT	828.00
Sep-14	MPE Spreadsheet A 27534 32778044	J110-0100-0914 Adjustment USD	EEI Lobbying - Charges from PPL - Amortization	4,421.33
Sep-14	Projects A 2241997 32783068		Hunton & Williams	2,300.00
Sep-14	Siemens, George Robert	505146	-Lodging	691.21
Sep-14	THE LANSBURGH	THELAN1014	-LEASE - M BEER	1,768.24
Sep-14	THE ROTUNDA GROUP LLC	2600	-GOVERNMENT RELATIONS	1,916.36
Sep-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 06:09 LUTL	-BARNES & NOBLE #2196 #306518	1,572.00
Sep-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 06:09 LUTL	-FROSTY TREATS INC #306518	608.00
Sep-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 06:09 LUTL	-SHOOTING SPORT SOUV #306518	573.78
Oct-14	BATES CAPITOL GROUP INC	100136	-SERVICES	4,400.00
Oct-14	COAL UTILIZATION RESEARCH COUNCIL	226	-MEMBERSHIP DUES	7,350.00
Oct-14	MPE Spreadsheet A 27534 33029566	J110-0100-0114 Adjustment USD	EEI Lobbying - Charges from PPL - Amortization	4,421.33
Oct-14	THE LANSBURGH	THELAN1114	-LEASE - M BEER	1,768.24
Oct-14	THE ROTUNDA GROUP LLC	2624	-government relations services	1,916.36
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-HUNTON & WILLIAMS #181975	2,300.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 LUTL	-HALLS CAFETERIA AND CATER #306518	1,666.78
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 LUTL	-KINGSLEY MEAT & SEAFOOD #306518	1,408.55
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 LUTL	-HALLS CAFETERIA AND CATER #306518	1,264.45
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 LUTL	-HALLS CAFETERIA AND CATER #306518	574.75
Nov-13	Labor and Burdens	Labor and Burdens	Labor and Burdens	58,131.35
Dec-13	Labor and Burdens	Labor and Burdens	Labor and Burdens	51,765.72

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
Jan-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	56,534.97
Feb-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	54,018.44
Mar-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	53,632.50
Apr-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	46,900.78
May-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	44,667.64
Jun-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	44,607.26
Jul-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	46,909.16
Aug-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	40,387.62
Sep-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	36,398.82
Oct-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	23,661.59
Various	Various	Various	Various - Individual Transactions Under \$500	134,496.15
Total Expenditures for Certain Civic, Political and Related Activities				939,912.27
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-WAL-MART #0257 #753171	500.00
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-WAL-MART #1476 #753403	513.56
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-LADYFINGERS FINE CATERING #425847	548.00
Nov-13	PAB Spreadsheet A 26086 30476504	J017-0020-1113 Adjustment USD	Reimbursement of employee expense charged on corporate card- Lonnie Bellar	(591.24)
Nov-13	Vehicle Costs TRMS Allocation A 201312021230 30468614	Company 0100 Vehicle Costs TRMS Allocation USD	TRMS Costs Allocated from Project A02453	613.40
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-POT BELLY #504 #753213	683.51
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-ZOUPI! LOUISVILLE #753213	722.04
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-DARDENGIFTCARD00009993 #753171	783.75
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-ZOUPI! LOUISVILLE #753213	1,012.30
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-WAL-MART #0257 #753171	1,375.00
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-OC TANNER #358625	1,749.61
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-LADYFINGERS FINE CATERING #425847	3,045.17
Nov-13	UNITED GRAPHICS OF LOUISVILLE	117514209856	-United Graphics - Inv. 117514-209856 for booklet printing	3,600.00
Nov-13	J BRUCE MILLER LAW GRP	JBM103113A	-PROFESSIONAL SERVICES	3,600.50
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-HOLIDAY WORLD #753171	4,181.33
Nov-13	LOUISVILLE CRASHERS LLC	0000001	-0000001 - LOUISVILLE CRASHERS - ENTERTAINMENT FOR HOLIDAY EVENT	5,000.00
Nov-13	CCS_LGE_INTRFCE.20131123.10734.txt CCS_LGE A 201311 30396109	CCS_LGE USD	Customer Charge - Economic Development	5,127.65
Nov-13	US BANK NATIONAL ASSOCIATION ND	27-NOV-2013 11:11 SERV	-OC TANNER #358625	7,519.03
Nov-13	PAB Spreadsheet A 26086 30392823	J202-0020-1113 Prior Period Adjustment USD 0020	Payroll tax gross-up reimbursement - Bowie Refined Coal	(9,766.41)
Nov-13	PAB Spreadsheet A 26086 30392823	J202-0020-1113 Prior Period Adjustment USD 0020	Relocation reimbursement - Bowie Refined Coal	(19,813.57)
Nov-13	LOUISVILLE METRO AIR POLLUTION	LOUISV112113	-AGREED BOARD NO 13-07	113,250.00
Dec-13	ED_MDH Spreadsheet A 9082 30722030	J229-0100-1213 Adjustment USD	Reclass Gym Bags	510.29
Dec-13	Smith, Timothy P	359051	-Meals - Offsite / Mtgs / Business Travel	519.51
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-KY DERBY MUSEUM #420491	531.60
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-THE CATERING COMPANY #972861	544.59
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-RENT & RAVE #419873	568.70
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-PFG*PROFORMA #517864	568.71
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-LOUISVILLE GAS & ELECTRIC #424527	572.86
Dec-13	CMJ Spreadsheet A 5725 30714220	J215-0020-1213 Adjustment USD	Clear Joseph Valentine Computer Loan	578.06
Dec-13	CMJ Spreadsheet A 5725 30714220	J215-0020-1213 Adjustment USD	Clear Carolyn Evans Computer Loan	585.01
Dec-13	KELLER AND HECKMAN LLP	10023992	-PROFESSIONAL SERVICES	586.50
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-BEARNO'S PIZZA BY THE #753213	589.66
Dec-13	CMJ Spreadsheet A 5725 30714220	J215-0020-1213 Adjustment USD	Clear Amie Bodine Computer Loan	599.40
Dec-13	Williams, Cheryl A	351196	-Miscellaneous Transportation	619.03
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-MARKS FEEDSTORE DIXIE H #306567	624.20
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-PFG*PROFORMA #753403	634.26
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-MCALISTER'S DELI 1161 #753213	636.74
Dec-13	CMJ Spreadsheet A 5725 30714220	J215-0020-1213 Adjustment USD	Clear Karen McWhorter Computer Loan	658.41
Dec-13	CMJ Spreadsheet A 5725 30714220	J215-0020-1213 Adjustment USD	Clear Marcia Wheatley Computer Loan	665.27
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-WAL-MART #0257 #753171	665.71
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-CRAVINGS #753213	683.70
Dec-13	CMJ Spreadsheet A 5725 30714220	J215-0020-1213 Adjustment USD	Clear Brett Harbin Computer Loan	684.00
Dec-13	C & S H INC	1NOV13	-C & S H November Statement	690.77
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-MAIN STREET ITALIAN GRILL #753171	700.00
Dec-13	Ferch, Joan M	356260	-Entertainment - Company Event	709.68
Dec-13	CMJ Spreadsheet A 5725 30714220	J215-0020-1213 Adjustment USD	Clear Crystal Palos Computer Loan	713.76
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-KROGER #385 #305494	769.30
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-POT BELLY #504 #753213	778.81
Dec-13	CMJ Spreadsheet A 5725 30714220	J215-0020-1213 Adjustment USD	Clear Barbara Wiekert Computer Loan	792.08
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-ROCKY'S SUB PUB #753213	805.71

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
Dec-13	KELLER AND HECKMAN LLP	10024858	-PROFESSIONAL SERVICES	806.50
Dec-13	KELLER AND HECKMAN LLP	10024857	-PROFESSIONAL SERVICES	834.96
Dec-13	KELLER AND HECKMAN LLP	10023991	-PROFESSIONAL SERVICES	858.29
Dec-13	Projects A 2061703 30700838	J705-0020-1213 Adjustment USD	Accrual for SC	878.16
Dec-13	Luekett, David A	359062	-Meals - Offsite / Mtgs / Business Travel	909.96
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-WALGREENS #4194 #972788	1,025.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-LOUISVILLE GAS & ELECTRIC #424527	1,057.78
Dec-13	US BANK NATIONAL ASSOCIATION ND	27-JUN-2013 10:06 SERV	-PFG*PROFORMA #418396	(1,166.82)
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-PFG*PROFORMA #030850	1,187.29
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-ECHO LANES LLC #753171	1,280.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-ALISON - ASSOCIATES #753171	1,306.00
Dec-13	ALISON AND ASSOCIATES	LGE2352	-Alison & Associates	1,312.24
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-WAL-MART #0257 #753171	1,476.16
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-WAL-MART #0257 #753171	1,600.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-PFG*PROFORMA #314700	1,705.08
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-BED BATH & BEYOND #651 #419311	1,725.35
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-HALLS CAFETERIA AND CATER #306542	1,793.52
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-THE FEED MILL - MORGAN #753171	1,864.67
Dec-13	Bellar, Lonnie E	357986	-Employee Recognition	1,879.67
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-WAL-MART #0257 #753171	1,897.92
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-WAL-MART #0257 #753171	1,897.92
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-HILTON HOTELS SEELBACH #504391	1,942.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-THE CATERING COMPANY #972861	2,178.34
Dec-13	US BANK NATIONAL ASSOCIATION ND	27-JUN-2013 10:06 SERV	-PFG*PROFORMA #418396	(2,238.87)
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-OC TANNER #358625	2,334.23
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-DERBY CITY TENT RENTAL #305494	2,371.16
Dec-13	J BRUCE MILLER LAW GRP	JBM113013A	-PROFESSIONAL SERVICES	2,500.00
Dec-13	DERBY CITY TENT RENTAL INC	DERBY080613	-BOOK BAG EVENT - AUG 3, 2013	2,806.00
Dec-13	FROST BROWN TODD LLC	10864947	-PROFESSIONAL SERVICES	2,849.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-LADYFINGERS FINE CATERING #425847	3,096.48
Dec-13	CCS_LGE_INTRFCE.20131227.13036.txt	CCS_LGE A 201312 30641453	CCS_LGE USD 4	3,291.00
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	Customer Charge - Economic Development	3,350.98
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-PFG*PROFORMA #314700	3,882.78
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-PFG*PROFORMA #305494	3,882.78
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-LOUISVILLE GAS & ELECTRIC #424535	4,956.52
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-PFG*PROFORMA #305494	4,995.30
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-LOUISVILLE GAS & ELECTRIC #753403	5,554.46
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-LADYFINGERS FINE CATERING #419873	6,053.05
Dec-13	FROST BROWN TODD LLC	10860706	-PROFESSIONAL SERVICES	7,363.00
Dec-13	NEI GLOBAL RELOCATION COMPANY	354339	-CORRECT ACCOUNTING MSB	8,048.77
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 07:12 SERV	-HILTON HOTELS SEELBACH #945273	8,420.84
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-LOUISVILLE GAS & ELECTRIC #424527	8,715.64
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-HILTON HOTELS SEELBACH #504391	11,690.25
Dec-13	PE-MAM Spreadsheet A 26176 30714402	J428-0100-1213 Adjustment USD	Write-off charges relating to Clean Coal Technology Center	12,634.24
Dec-13	US BANK NATIONAL ASSOCIATION ND	31-DEC-2013 11:12 SERV	-CROWNE PLAZA LOUISVILL #420509	14,052.42
Dec-13	US BANK NATIONAL ASSOCIATION ND	30-DEC-2013 07:12 LUTL	-HILTON HOTELS SEELBACH #504391	25,000.00
Dec-13	JLS Spreadsheet A 10896 30716274	J092-0100-1213 Adjustment USD	SERC CIP Penalty Accrual	17,424.00
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	40,392.00
Jan-14	Tapp, Kenneth L	367987	-Employee Recognition	500.00
Jan-14	NEI GLOBAL RELOCATION COMPANY	361465	-TO PAY INVOICE 316465	506.00
Jan-14	Tapp, Kenneth L	367987	-Meals - Onsite / Mtgs	512.25
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 14:01 LUTL	-WWW.PAULSFRUIT.COM #305494	519.25
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-BEARNO'S PIZZA BY THE #753213	557.29
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-BEARNO'S PIZZA BY THE #753213	566.82
Jan-14	McFarland, Elizabeth J	373982	-Employee Recognition	577.32
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-IN BLOOM AGAIN #419873	577.57
Jan-14	Wolfe, John K	375040	-Employee Recognition	588.42
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-POT BELLY #504 #753213	611.64
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-MANHATTAN GRILL #753213	625.58
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-ZOUPI! LOUISVILLE #753213	656.67
Jan-14	Reffett, Dan	365979	-Employee Recognition	674.59
Jan-14	Archer, James M	376967	-Employee Recognition	687.14
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	-MANHATTAN GRILL #753213	690.65

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	- CRAVE CAFE & CATERING #753213	724.09
Jan-14	NEI GLOBAL RELOCATION COMPANY	367818	- Payment of two (2) invoices to NEI Global Relocation Company for Chuck Requet. Invoice #366502 (\$429.00); Invoice #367818 (\$1,867.34)	728.26
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	- CRAVINGS #753213	744.01
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	- O'SHEA'S DOWNTOWN #753213	746.42
Jan-14	Lockett, David A	374998	- Meals - Onsite / Meetings	750.00
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	- WAL-MART #2628 #419626	806.78
Jan-14	Hulse-Shuler, Melody	375008	- Miscellaneous Transportation	818.40
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 14:01 LUTL	- SHACK IN THE BACK BBQ #797250	841.79
Jan-14	DERBY CITY TENT RENTAL INC	1072013	- RENTAL EQUIPMENT - TABLE AND CHAIRS FOR THE POWER OF ONE RALLY	846.00
Jan-14	Payne, Mark E	370993	- Meals - Offsite / Mtgs / Business Travel	852.42
Jan-14	Cockerill, Butch	372977	- Entertainment - Employee Recognition	963.35
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	- BLUEGRASS MAILING #425854	1,013.92
Jan-14	Johnson, Cheryl L	372000	- Lodging	1,017.52
Jan-14	Quinn, Julie Ann	374982	- Employee Recognition	1,070.75
Jan-14	McFarland, Elizabeth J	373982	- Entertainment - Employee Recognition	1,228.19
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 14:01 LUTL	- MARKS FEEDSTORE DIXIE H #305502	1,288.44
Jan-14	Malloy, John P	371986	- Entertainment - Employee Recognition	1,297.63
Jan-14	C & S H INC	1DEC13	- C & S H Inc	1,516.40
Jan-14	Bellar, Lonnie E	370991	- Entertainment - Employee Recognition	1,517.82
Jan-14	Keene, Lourie Jean	363081	- Meals - Onsite / Mtgs	1,635.97
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 14:01 LUTL	- SCHNITZELBANK CATERING #797250	1,729.12
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 14:01 LUTL	- SCHNITZELBANK CATERING #797250	1,729.13
Jan-14	Johnson, Cheryl L	372000	- Meals - Offsite / Mtgs / Business Travel	1,822.94
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	- OC TANNER #358625	2,058.86
Jan-14	CCS_LGE_INTRFCE.20140129.11017.txt CCS_LGE A 201401 30894891	CCS_LGE USD	Customer Charge - Economic Development	2,518.38
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 14:01 LUTL	- HALLS CAFETERIA AND CATER #305502	3,010.95
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	- LADYFINGERS FINE CATERING #419873	3,307.12
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	- LADYFINGERS FINE CATERING #419873	3,307.13
Jan-14	NEI GLOBAL RELOCATION COMPANY	372300	- Relocation Services Invoice #372300 Mitchell Galyen	3,536.67
Jan-14	NEI GLOBAL RELOCATION COMPANY	375842	- Inv # 375842 @ \$10,000 - one of two invoices to relocate Shannon Haggard to Louisville from Independence, Ky.	4,141.00
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	- LUNDYS SPECIAL EVENTS #419873	4,351.34
Jan-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	- OC TANNER #358625	5,037.63
Jan-14	Walker, Barry Russell	373969	- Employee Recognition	6,297.50
Jan-14	NEI GLOBAL RELOCATION COMPANY	365112	- TO PAY INVOICE 365112	11,798.69
Feb-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 09:01 SERV	- ASHLAND FLORIST #419873	505.55
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	- MCALISTER'S DELI 1161 #753213	506.02
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	- OC TANNER #358625	(506.65)
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 07:02 LUTL	- MARKS FEEDSTORE DIXIE H #306567	512.00
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 07:02 LUTL	- WWW.PAULSFRUIT.COM #305494	519.25
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	- CRAVINGS #753213	599.01
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	- LANDS END BUS OUTFITTERS #420525	625.20
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	- JASON'S DELI - KLS #753213	664.07
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	- CRAVE CAFE & CATERING #753213	692.55
Feb-14	KELLER AND HECKMAN LLP	10025701	- PROFESSIONAL SERVICES	762.00
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	- FAMOUS DAVES #753213	831.20
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	- EDIBLE ARRANGEMENTS #419311	841.94
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	- CRAVE CAFE & CATERING #753213	844.34
Feb-14	NEI GLOBAL RELOCATION COMPANY	358350	- Relocation Services Invoice #358350 WOLF	897.91
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	- ROCKY'S SUB PUB #753213	904.06
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 07:02 LUTL	- MARKS FEEDSTORE DIXIE H #305502	910.00
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	- THE CAFE #753213	932.50
Feb-14	Williams, Cheryl A	384032	- Miscellaneous	1,021.38
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	- QDOBA MEXICAN GRILL-2632 #753213	1,256.90
Feb-14	Tummonds, David L	369000	- Employee Recognition	1,500.96
Feb-14	NEI GLOBAL RELOCATION COMPANY	382214	- Relocation Services Invoice #382214 for \$5,761.16 and Invoice #382211 for \$513.00 ASBERY	1,958.79
Feb-14	J BRUCE MILLER LAW GRP	JBM013114B	- PROFESSIONAL SERVICES	2,250.00
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 07:02 LUTL	- HALLS CAFETERIA AND CATER #306567	3,084.60
Feb-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	- OC TANNER #358625	3,372.72
Feb-14	PAB Spreadsheet A 26086 31175075	J017-0020-0214 Adjustment USD	Refund from NEI Global Relocation - Charles Requet home sale expenses	(3,518.92)
Feb-14	CCS_LGE_INTRFCE.20140227.12004.txt CCS_LGE A 201402 31126314	CCS_LGE USD	Customer Charge - Economic Development	4,013.91

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-PFG*PROFORMA #419311	502.96
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-WALMART.COM #753262	741.81
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-WAL-MART #1476 #753403	798.87
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 10:03 LUTL	-PFG*PROFORMA #305494	920.23
Mar-14	Cockerill, Butch	396005	-Entertainment - Employee Recognition	1,018.84
Mar-14	C & S H INC	1JAN14	-C & S H Inc. - January Invoice	1,159.38
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-PFG*PROFORMA #419311	1,483.16
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-RENT & RAVE #419873	1,555.87
Mar-14	NEI GLOBAL RELOCATION COMPANY	387036	-Relocation Services Invoice(s) #387036 \$4,826.54 and #387032 \$14.56	1,641.02
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 12:03 SERV	-OC TANNER #358625	2,353.59
Mar-14	US BANK NATIONAL ASSOCIATION ND	27-MAR-2014 10:03 LUTL	-THE CATERING COMPANY #972861	2,741.43
Mar-14	FROST BROWN TODD LLC	10877293	-PROFESSIONAL SERVICES	3,236.50
Mar-14	CCS_LGE_INTRFCE.20140328.12216.txt CCS_LGE A 201403 31347328	CCS_LGE USD	Customer Charge - Economic Development	4,006.69
Mar-14	PROFORMA DOUBLE DOG DARE	90F3403815	-Front Office Employee Incentives for Paperless Billing Campaign Invoice #90F3403815 and 90F3403814	5,233.75
Mar-14	PARC	PARC031214	-LEASE FEE - THUNDER	17,440.00
Mar-14	WAYNE VANRIPER	WAYNEV031514	-SETTLEMENT	23,309.42
Mar-14	KENTUCKY STATE TREASURER	KENTUC030314LGE	-CASHIER CHECK FOR SETTLEMENT AGREEMENT #2013-00373	7,500.00
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-WM SUPERCENTER #4607 #419626	503.15
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 13:04 LUTL	-WWW.PAULSFRUIT.COM #305494	519.25
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-OC TANNER #358625	540.77
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-WM SUPERCENTER #1476 #753403	547.80
Apr-14	KELLER AND HECKMAN LLP	10026685	-PROFESSIONAL SERVICES	550.00
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-FAZOL'S #5027 #420491	550.83
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-LADYFINGERS FINE CATERING #419873	575.83
Apr-14	ALISON AND ASSOCIATES	LGE2359	-Labor Invoice LGE2359	582.33
Apr-14	ALISON AND ASSOCIATES	LGE2360	-Labor Invoice LGE2360	605.71
Apr-14	Vehicle Costs TRMS Allocation A 201405010508 31621324	Company 0100 Vehicle Costs TRMS Allocation USD	TRMS Costs Allocated from Project VEHL2004	668.36
Apr-14	Staffieri, Victor Alex	402064	-Training	705.92
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-WM SUPERCENTER #1259 #753262	730.40
Apr-14	US BANK NATIONAL ASSOCIATION ND	30-JAN-2014 14:01 LUTL	-SMALL TOWN GALLERY INC #728362	766.38
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 13:04 LUTL	-KINGSLEY MEAT & SEAFOOD #927362	855.60
Apr-14	KELLER AND HECKMAN LLP	10027814	-PROFESSIONAL SERVICES	910.00
Apr-14	Williams, Cheryl A	402242	-Miscellaneous Transportation	974.55
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 13:04 LUTL	-BEARNOS PIZZA #305494	1,203.39
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-WAL-MART #2628 #419311	1,210.00
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-WAL-MART #2628 #419311	1,210.00
Apr-14	KELLER AND HECKMAN LLP	10026679	-PROFESSIONAL SERVICES	1,210.70
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-OC TANNER #358625	1,257.52
Apr-14	PROFORMA DOUBLE DOG DARE	90F3403927	-Sports Tek Flexfit performance solid cap	2,025.00
Apr-14	PROFORMA DOUBLE DOG DARE	90F3403927	-Sports Tek Flexfit performance solid cap	2,025.00
Apr-14	J BRUCE MILLER LAW GRP	JBM032814B	-PROFESSIONAL SERVICES	2,250.00
Apr-14	Staffieri, Victor Alex	402064	-Airfare	3,632.13
Apr-14	NEI GLOBAL RELOCATION COMPANY	390115	-Relocation expenses for Judy Schooler	4,250.87
Apr-14	CCS_LGE_INTRFCE.20140429.10806.txt CCS_LGE A 201404 31594552	CCS_LGE USD 3	Customer Charge - Economic Development	4,572.58
Apr-14	FROST BROWN TODD LLC	10883607	-PROFESSIONAL SERVICES	7,523.50
Apr-14	NEI GLOBAL RELOCATION COMPANY	385037	-TO PAY INVOICE #385037 DATED 3/3/14.	10,930.04
Apr-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-LADYFINGERS FINE CATERING #419873	45,150.70
May-14	Thompson, Paul W	413155	-Airfare	500.50
May-14	KELLER AND HECKMAN LLP	10028499	-PROFESSIONAL SERVICES	509.00
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-SHOWPLACE HENDERSON 8 #753171	621.00
May-14	Hincker, Loren C	424140	-Miscellaneous	634.55
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 07:05 LUTL	-MARKS FEEDSTORE DIXIE H #306542	660.40
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-KINGSLEY MEAT & SEAFOOD #420491	677.79
May-14	Troutman, Alpha G	425122	-Entertainment - Employee Recognition	804.09
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 07:05 LUTL	-JASON'S DELI - KLT #306542	864.54
May-14	FROST BROWN TODD LLC	10889320	-PROFESSIONAL SERVICES	902.34
May-14	KELLER AND HECKMAN LLP	10028498	-PROFESSIONAL SERVICES	923.00
May-14	Cockerill, Butch	424080	-Employee Recognition	931.07
May-14	ADD Spreadsheet A 26264 31849776	J705-0020-0514 Adjustment USD	Legal Accrual, Invoice 10895304	1,036.00
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 07:05 LUTL	-053 TUMBLEWEED TEX MEX #306567	1,069.31
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-OC TANNER #358625	1,229.66

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-PFG*PROFORMA #419311	1,407.62
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 07:05 LUTL	-PFG*PROFORMA #305494	1,433.92
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-NICK BONURA PHOTOGRAPHY L #419873	1,450.00
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 07:05 LUTL	-LADYFINGERS FINE CATERING #306542	1,810.83
May-14	US BANK NATIONAL ASSOCIATION ND	29-MAY-2014 11:05 SERV	-OC TANNER #358625	2,039.11
May-14	J BRUCE MILLER LAW GRP	JBM043014B	-PROFESSIONAL SERVICES	2,271.00
May-14	CCS_LGE_INTRFCE.20140529.12254.txt CCS_LGE A 201405 31807095	CCS_LGE USD	Customer Charge - Economic Development	4,329.09
May-14	LADYFINGERS FINE CATERING INC	E04084	-CORRECT SALES TAX SLR FOOD AND SERVICES FOR THUNDER OVER LOUISVILLE	72,604.48
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-KENTUCKY DERBY MUSEUM #420491	500.00
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-GFS MKTPLC #0543 #420491	515.12
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-WALMART.COM 8009666546 #753262	524.40
Jun-14	Projects A 2168083 32073387	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations- Officcer expenses booked in error inv#428098-Apr-2014	534.37
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 08:06 LUTL	-LADYFINGERS FINE CATERING #504391	539.76
Jun-14	FROST BROWN TODD LLC	10899960	-PROFESSIONAL SERVICES	555.00
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-WAL-MART #1476 #753403	575.00
Jun-14	Staffieri, Victor Alex	438124	-Lodging	593.20
Jun-14	Staffieri, Victor Alex	438124	-Miscellaneous Transportation	612.46
Jun-14	Kirkland, Kenneth Michael	434154	-Meals - Offsite / Mtgs / Business Travel	650.00
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-WM SUPERCENTER #1476 #753403	724.50
Jun-14	Keene, Lourie Jean	436211	-Material - Office Supplies/Equipment	765.26
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-WALMART.COM 8009666546 #753262	844.79
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 08:06 LUTL	-PFG*PROFORMA #308530	857.52
Jun-14	NEI GLOBAL RELOCATION COMPANY	402379	-TO PAY INVOICE #402379 DATED 6/16/14.	859.00
Jun-14	Projects A 2168084 32073406	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations-Expenses booked in error Inv# 428098-Apr 2014	899.86
Jun-14	Projects A 2168084 32073406	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations - Expenses booked in error Inv# THEDAN091013-Sept 2013	970.64
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 08:06 LUTL	-PFG*PROFORMA #308530	1,035.42
Jun-14	Butler, Kathy A	434207	-Meals - Social (All Empl) / Departmental	1,044.27
Jun-14	Projects A 2168082 32073405	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations-Expenses booked in error Inv# 428098-Apr 2014	1,083.92
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-OC TANNER #358625	1,116.02
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-WAL-MART #3841 #753403	1,136.20
Jun-14	Projects A 2168082 32073405	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations- Expenses booked in error Inv# THEDAN091013-Sept 2013	1,139.16
Jun-14	FROST BROWN TODD LLC	10895302	-PROFESSIONAL SERVICES	1,178.45
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 08:06 LUTL	-CYSTIC FIBROSIS FNCTION #306088	1,200.00
Jun-14	FROST BROWN TODD LLC	10889323A	-PROFESSIONAL SERVICES	1,432.27
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 08:06 LUTL	-PFG*PROFORMA #308530	1,435.96
Jun-14	FROST BROWN TODD LLC	10895299	-PROFESSIONAL SERVICES	1,440.60
Jun-14	FROST BROWN TODD LLC	10895301	-PROFESSIONAL SERVICES	1,504.79
Jun-14	Projects A 2168084 32073406	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations-Expenses booked in error Inv# 428098-Mar 2014	1,666.70
Jun-14	Keene, Lourie Jean	436211	-Material - Office Supplies/Equipment	1,925.00
Jun-14	Projects A 2168082 32073405	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations-Expenses booked in error Inv# 428098-Mar 2014	2,007.62
Jun-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 14:04 SERV	-ALISON - ASSOCIATES #235979	2,205.72
Jun-14	CCS_LGE_INTRFCE.20140627.12506.txt CCS_LGE A 201406 32027212	CCS_LGE USD	Customer Charge - Economic Development	2,253.19
Jun-14	FROST BROWN TODD LLC	10889321	-PROFESSIONAL SERVICES	2,320.64
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-VINCENZO'S INC #235979	2,409.12
Jun-14	Staffieri, Victor Alex	438124	-Airfare	2,621.16
Jun-14	FROST BROWN TODD LLC	10895300	-PROFESSIONAL SERVICES	2,773.89
Jun-14	Keene, Lourie Jean	436211	-Meals - Offsite / Mtgs / Business Travel	3,670.86
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-OC TANNER #358625	4,733.44
Jun-14	US BANK NATIONAL ASSOCIATION ND	27-JUN-2014 13:06 SERV	-CROWNE PLAZA LOUISVILL #420509	6,522.90
Jun-14	NEI GLOBAL RELOCATION COMPANY	395004	-TO PAY INV #395004 DATED 5/5/14	6,804.81
Jun-14	Projects A 2168084 32073406	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations- Expenses booked in error Inv# 428098-Apr 2014	7,837.32
Jun-14	Projects A 2168082 32073405	J200-0020-0614 Prior Period Adjustment USD	Reversal of LKS allocations-Expenses booked in error Inv# 428098-Apr 2014	9,440.41
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-KROGER #768 #642555	510.55
Jul-14	US BANK NATIONAL ASSOCIATION ND	USBANK022714PMTPLUSLGE	-LATE PYMT CHG - COD	513.15
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 07:07 LUTL	-WWW.PAULSFRUIT.COM #417775	519.25
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 07:07 LUTL	-MIKE LINNIGS #504391	520.10
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-OC TANNER #358625	577.95
Jul-14	Vehicle Costs TRMS Allocation A 201408020816 32299642	Company 0100 Vehicle Costs TRMS Allocation USD	TRMS Costs Allocated from Project VEHL2004	591.73
Jul-14	Thompson, Paul W	438368	-Entertainment - Company Event	621.87
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	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 07:07 LUTL	-WALGREENS #4194 #972788	650.00

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
Jul-14	Thompson, Paul W	438368	-Lodging	654.50
Jul-14	US BANK NATIONAL ASSOCIATION ND	USBANKPMTPLUSSRV	-LATE PYMT CHR - COD	676.69
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-WALMART.COM 8009666546 #753262	690.00
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-PFG*PROFORMA #419311	913.55
Jul-14	Thompson, Paul W	438368	-Lodging	1,061.52
Jul-14	Thompson, Paul W	438368	-Lodging	1,105.52
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-LOUISVILLE GAS & ELECTRIC #753403	1,565.15
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 13:04 LUTL	-PFG*PROFORMA #308530	1,581.69
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 13:04 LUTL	-PFG*PROFORMA #308530	1,581.70
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-APR-2014 13:04 LUTL	-PFG*PROFORMA #308530	1,581.70
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-KENTUCKY DERBY MUSEUM #420491	1,690.78
Jul-14	Douglas, Laura Green	446117	-Meals - Offsite / Mtgs / Business Travel	1,882.90
Jul-14	Kirkland, Kenneth Michael	446154	-Meals - Offsite / Mtgs / Business Travel	2,050.00
Jul-14	KELLER AND HECKMAN LLP	10030662	-PROFESSIONAL SERVICES	2,115.00
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-KINGSLEY MEAT & SEAFOOD #420491	2,141.00
Jul-14	J BRUCE MILLER LAW GRP	JBM063014B	-PROFESSIONAL SERVICES	2,250.00
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-PFG*PROFORMA #419311	2,383.72
Jul-14	FROST BROWN TODD LLC	10899966	-PROFESSIONAL SERVICES	2,447.55
Jul-14	FROST BROWN TODD LLC	10899969	-PROFESSIONAL SERVICES	2,628.85
Jul-14	CCS_LGE_INTRFCE.20140729.15411.txt CCS_LGE A 201407 32264413	CCS_LGE USD 3	Customer Charge - Economic Development	3,515.48
Jul-14	Stethen, Julia Denise	442089	-Lodging	4,064.10
Jul-14	MTT Spreadsheet A 26946 32313905	J008-0110-0714 Adjustment USD	Reclass to BTL	4,636.75
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-OC TANNER #358625	4,711.31
Jul-14	US BANK NATIONAL ASSOCIATION ND	29-JUL-2014 13:07 SERV	-PFG*PROFORMA #474222	5,964.65
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Employee Rec Reclas to 426.5 exp type 0636	500.00
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 exp 0636	501.19
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-PANERA BREAD #904 #420491	506.47
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-ORIENTAL TRADING CO #753171	507.53
Aug-14	NEI GLOBAL RELOCATION COMPANY	390114	-COD TMP Relocation for Gabriel Wood Services for Hiring Employee	513.00
Aug-14	Keene, Lourie Jean	456087	-Meals - Offsite / Mtgs / Business Travel	519.06
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-QDOBA MEXICAN GRILL-2632 #420491	520.96
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-WALMART.COM 8009666546 #753262	524.40
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 exp 0636	539.68
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 exp 0636	543.99
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 exp 0636	548.40
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 exp 0636	548.42
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426501 exp 0636	556.14
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 exp 0636	578.02
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 07:08 LUTL	-GFS MKTPLC #0543 #308647	586.86
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 meals	600.00
Aug-14	JAB Spreadsheet A 26940 32554043	J231-0100-0814 Adjustment USD	Reclas to 426.5 0650	616.00
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 meals	641.08
Aug-14	JAB Spreadsheet A 26940 32554043	J231-0100-0814 Adjustment USD	Reclas to 426.5 0654	651.61
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 0636	673.10
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 meals	686.46
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 0636	688.85
Aug-14	Butler, Kathy A	452286	-Meals - Social (All Empl) / Departmental	691.05
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426501 exp 0636	700.00
Aug-14	Cockerill, Butch	452163	-Meals - Social (All Empl) / Departmental	774.28
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-COOLBAKERS INTERNATIONAL #420491	793.42
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-JASON'S DELI - KLS #420491	806.46
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 0636	807.97
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426501 exp type 0636	825.00
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 meals	830.00
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 exp type 0643	875.20
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 0636 power of one softball team shirts	934.09
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 0636	973.93
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 meals	977.31
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 meals	989.90
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 meals	993.75
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-PIZZA HUT 13426 #420491	1,038.21
Aug-14	Keene, Lourie Jean	456087	-Training	1,048.60
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclas to 426.5 0636	1,065.00

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 0636	1,134.90
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-KINGSLEY MEAT & SEAFOOD #420491	1,148.23
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 0636	1,152.69
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-WALMART.COM #753171	1,219.00
Aug-14	CREATIVE ALLIANCE	12624100	-LABOR	1,247.44
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 0636	1,329.22
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-TAVERN ON FOURTH #753403	1,382.65
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426501 exp type 0636	1,385.26
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 0636 power of one softball team shirts	1,408.78
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 meals	1,584.70
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 meals	1,591.67
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 exp 0636	1,736.87
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 0636	1,753.80
Aug-14	JAB Spreadsheet A 26940 32554043	J231-0100-0814 Adjustment USD	Reclass to 426.5 0650	1,846.74
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426501 exp type 0636	1,855.00
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 0636	1,987.50
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-OC TANNER #358625	2,152.17
Aug-14	FROST BROWN TODD LLC	10906532	-PROFESSIONAL SERVICES	2,200.10
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 meals	2,217.76
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-COOLBAKERS INTERNATIONAL #420491	2,222.81
Aug-14	FROST BROWN TODD LLC	10906531	-PROFESSIONAL SERVICES	2,229.99
Aug-14	J BRUCE MILLER LAW GRP	JBM073114B	-PROFESSIONAL SERVICES	2,250.00
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-PFG*PROFORMA #419873	2,339.95
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 exp 0636	2,355.00
Aug-14	Straight, Ronald S	452132	-Employee Recognition	2,366.10
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426501 exp type 0636	2,380.55
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426501 exp type 0636	2,488.31
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 0636	2,600.00
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 0636	2,860.94
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 0636	3,203.85
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 exp 0636	3,243.60
Aug-14	CCS_LGE_INTRFCE.20140827.12153.txt CCS_LGE A 201408 32489111	CCS_LGE USD	Customer Charge - Economic Development	3,306.23
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426501 exp type 0636	3,724.13
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-OC TANNER #358625	4,082.70
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 0636	4,512.02
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 exp 0636	4,567.33
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 exp type 0643	4,918.40
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Reclass to 426.5 0670	5,092.50
Aug-14	NEI GLOBAL RELOCATION COMPANY	400567	-COD TMP Moving Expense for Gabriel Wood/ Services for Gas Construction	7,038.04
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	move to 426.5 0636	7,542.43
Aug-14	NEI GLOBAL RELOCATION COMPANY	395786	-COD TMP Relocation Expense for Gabriel Wood Services for Gas Construction	8,092.99
Aug-14	ECO TECH LLC	250918	-250918 - MC VALLEY VILLAGE CLEAN UP	9,722.50
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-AUG-2014 13:08 SERV	-GALT HOUSE HOTEL #420491	10,856.75
Aug-14	US BANK NATIONAL ASSOCIATION ND	27-FEB-2014 13:02 SERV	-COD - PFG*PROFORMA #235979	13,599.80
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Employee Rec move to 426.5 exp type 0636	14,967.00
Aug-14	CAS Spreadsheet A 26312 32553883	J233-0100-0814 Adjustment USD	Employee Rec move to 426.5 exp type 0636	14,967.00
Aug-14	LOUISVILLE METRO AIR POLLUTION	LOUISV082714LGE	-SATISFACTION OF AGREEMENT	3,000.00
Sep-14	Weis, Paul W	500085	-Meals - Social (All Empl) / Departmental	500.00
Sep-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 06:09 LUTL	-WWW.PAULSFRUIT.COM #417775	519.25
Sep-14	Vehicle Costs TRMS Allocation A 201410011045 32762651	Company 0100 Vehicle Costs TRMS Allocation USD	TRMS Costs Allocated from Project VEHL2004	534.50
Sep-14	Projects A 2241997 32783068	J720-0020-0914 Adjustment USD	WALMART.COM #753171	552.00
Sep-14	McFarland, Elizabeth J	509142	-Entertainment - Employee Recognition	562.12
Sep-14	Vehicle Costs TRMS Allocation A 201410011045 32762651	Company 0100 Vehicle Costs TRMS Allocation USD	TRMS Costs Allocated from Project VEHL2004	670.32
Sep-14	BOTANICA INC	BOTANI090314	-2014 LIGHTING SPONSOR	750.00
Sep-14	Projects A 2241997 32783068	J720-0020-0914 Adjustment USD	WM SUPERCENTER #1476 #753403	828.00
Sep-14	NEI GLOBAL RELOCATION COMPANY	403893	-INVOICE # 403893 - HOUSEHOLD GOODS MOVE	856.52
Sep-14	SUE WILLS CATERING LLC	SUEWIL082114	-INVOICE DATED 8-21-14 - LUNCH FOR ENG COUNCIL MEETING	906.30
Sep-14	BUMBLEBEE TEAM SPORTS	32281	-Company polo logo shirts	949.29
Sep-14	KELLER AND HECKMAN LLP	10032612	-PROFESSIONAL SERVICES	1,051.00
Sep-14	Projects A 2241997 32783068	J720-0020-0914 Adjustment USD	HOLIDAY WORLD & SPLASHIN #753171	1,362.40
Sep-14	NEI GLOBAL RELOCATION COMPANY	395787	-INVOICE # 395787 - HOME FINDING/ TEMPORARY LIVING/ MISC./ RETURN TRIP	1,588.14
Sep-14	C & S H INC	1JUL14	-C & S H Inc July Invoice	1,659.60
Sep-14	J BRUCE MILLER LAW GRP	JBM083114B	-PROFESSIONAL SERVICES	2,250.00

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
Sep-14	Vehicle Costs TRMS Allocation A 201410011045 32762651	Company 0100 Vehicle Costs TRMS Allocation USD	TRMS Costs Allocated from Project VEHL2004	2,765.06
Sep-14	NEI GLOBAL RELOCATION COMPANY	417306	-Relocation Services Inv.#417306 Joshua Scott	4,003.59
Sep-14	CCS_LGE_INTRFCE.20140926.12546.txt CCS_LGE A 201409 32719298	CCS_LGE USD	Journal Import Created	7,025.14
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-WM SUPERCENTER #1476 #753403	517.50
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-LOUISVILLE SLUGGER #753403	527.09
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KINGSLEY MEAT & SEAFOOD #418690	544.50
Oct-14	KELLER AND HECKMAN LLP	10034016	-PROFESSIONAL SERVICES	551.00
Oct-14	ADD Spreadsheet A 26264 33023631	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10918853	559.38
Oct-14	KENTUCKY STATE TREASURER	03-NOV-2014 13:51KY U	Sales Tax	564.16
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-PFG*PROFORMA #753403	573.77
Oct-14	Straight, Ronald S	532192	-Employee Recognition	576.00
Oct-14	ADD Spreadsheet A 26264 33023631	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10918854	578.20
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-FRENCH LICK FB #635319	585.81
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KINGSLEY MEAT & SEAFOOD #418690	609.50
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-EDIBLE ARRANGEMENTS #419311	614.53
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KINGSLEY MEAT & SEAFOOD #418690	617.10
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-WM SUPERCENTER #1476 #753403	632.50
Oct-14	KELLER AND HECKMAN LLP	10034017	-PROFESSIONAL SERVICES	635.20
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-WALMART.COM #419626	659.55
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-FREE ENTERPRISE SYSTEM #635319	661.26
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-PFG*PROFORMA #753403	701.32
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-KINGSLEY MEAT & SEAFOOD #418690	726.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-MRS FIELDS GIFTS #419311	740.25
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-PAUL'S FRUIT MARKE #635319	770.44
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-CHRISTIS CAFE #420491	800.00
Oct-14	KENTUCKY STATE TREASURER	03-NOV-2014 13:51KY U	Sales Tax	804.25
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-ENTERPRISE RENT-A-CAR #418690	892.60
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KINGSLEY MEAT & SEAFOOD #418690	907.50
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KINGSLEY MEAT & SEAFOOD #418690	907.50
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-WALMART.COM #753262	908.50
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-KINGSLEY MEAT & SEAFOOD #420491	915.00
Oct-14	Stratman, Paul W	532418	-Employee Recognition	922.77
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-CUSTOMINK TSHIRTS #419311	932.36
Oct-14	ADD Spreadsheet A 26264 33023631	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10034997	991.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-ADVENTURE PROMOTIONS #419626	1,007.47
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 LUTL	-PFG*PROFORMA #517864	1,046.22
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-PFG*PROFORMA #420533	1,131.94
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-SQ *SLAB DADDY'S BBQ AND #420491	1,144.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-SQ *SLAB DADDY'S BBQ AND #420491	1,144.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KINGSLEY MEAT & SEAFOOD #418690	1,210.00
Oct-14	NEI GLOBAL RELOCATION COMPANY	424862	-Relocation Services Invoice #424862	1,292.57
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-PFG*PROFORMA #365495	1,376.80
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-PFG*PROFORMA #365495	1,376.80
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-KINGSLEY MEAT & SEAFOOD #420491	1,408.55
Oct-14	Williams, Cheryl A	533205	-Miscellaneous Transportation	1,441.36
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-PFG*PROFORMA #420533	1,469.94
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-OC TANNER #358625	1,502.03
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-STANDARD REGISTER #425854	1,534.93
Oct-14	Vehicle Costs TRMS Allocation A 201411041112 33021076	Company 0100 Vehicle Costs TRMS Allocation USD	TRMS Costs Allocated from Project VEHL2004	1,556.17
Oct-14	FROST BROWN TODD LLC	10913327	-PROFESSIONAL SERVICES	1,591.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-LADYFINGERS FINE CATERING #420491	1,604.31
Oct-14	ADD Spreadsheet A 26264 33023631	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice 10034998	1,734.40
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KINGSLEY MEAT & SEAFOOD #418690	2,117.50
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KENTUCKY KINGDOM #419311	2,120.91
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KINGSLEY MEAT & SEAFOOD #418690	2,178.00
Oct-14	FROST BROWN TODD LLC	10913325	-PROFESSIONAL SERVICES	2,193.73
Oct-14	J BRUCE MILLER LAW GRP	JBM093014B	-PROFESSIONAL SERVICES	2,250.00
Oct-14	ADD Spreadsheet A 26264 33023631	J705-0020-1014 Adjustment USD	Legal Accrual, Invoice JBM103114B	2,250.00
Oct-14	FROST BROWN TODD LLC	10913324	-PROFESSIONAL SERVICES	2,375.03
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KINGSLEY MEAT & SEAFOOD #418690	2,722.50
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-HUBERS PLANTATION HALL #753403	2,829.17
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KINGSLEY MEAT & SEAFOOD #418690	3,085.50
Oct-14	FROST BROWN TODD LLC	10918880	-PROFESSIONAL SERVICES	3,515.00

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Amount
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-KINGSLEY MEAT & SEAFOOD #418690	3,630.00
Oct-14	Rose, Robert E	532205	-Meals - Social (All Empl) / Departmental	3,952.10
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-HALLS CAFETERIA AND CATER #420491	3,961.50
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-AIA CRP #418690	4,257.82
Oct-14	TAMPLIN & CO	TAMPLI090314	-Tamplin Invoice for Frost middle school	4,398.75
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-FRENCH LICK FD #635319	4,400.00
Oct-14	NEI GLOBAL RELOCATION COMPANY	421354	-TO PAY INVOICE #421354	4,481.96
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-FRENCH LICK FD #635319	4,738.57
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-AIA CRP #418690	5,136.32
Oct-14	Vehicle Costs TRMS Allocation A 201411041112 33021076	Company 0100 Vehicle Costs TRMS Allocation USD	TRMS Costs Allocated from Project VEHL2004	5,190.95
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-OC TANNER #358625	5,575.68
Oct-14	RAD-BAB Spreadsheet A 26020 32912134	J502-0100-1014 Prior Period Adjustment USD	Customer Refund Reclass	(5,851.44)
Oct-14	NEI GLOBAL RELOCATION COMPANY	420146	-INVOICE # 420146 - RELOCATION EXPENSES FOR GARZA	6,038.27
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-SEP-2014 11:09 SERV	-KINGSLEY MEAT & SEAFOOD #418690	6,050.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-PFG*PROFORMA #442633	6,221.41
Oct-14	CCS_LGE_INTRFCE.20141028.10825.txt CCS_LGE A 201410 32960325	CCS_LGE USD 3	Customer Charge - Economic Development	7,015.01
Oct-14	CAM Spreadsheet A 26759 33014508	J255-0020-1014 Adjustment USD	To reclass to the correct project and task.	7,494.14
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-KINGSLEY MEAT & SEAFOOD #418690	8,712.00
Oct-14	US BANK NATIONAL ASSOCIATION ND	29-OCT-2014 06:10 SERV	-OC TANNER #358625	9,402.59
Oct-14	MASS PRODUCTION INC	1474	-POWER ONE PROGRAM CAMPAIGN 2014	13,404.13
Nov-13	Labor and Burdens	Labor and Burdens	Labor and Burdens	28,368.31
Dec-13	Labor and Burdens	Labor and Burdens	Labor and Burdens	5,336.15
Jan-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	(15,931.33)
Feb-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	11,311.99
Mar-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	(98.91)
Apr-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	8,749.53
May-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	20,281.23
Jun-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	12,613.20
Jul-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	14,468.03
Aug-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	4,280.88
Sep-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	14,117.79
Oct-14	Labor and Burdens	Labor and Burdens	Labor and Burdens	58,524.37
Various	Various	Various	Various - Individual Transactions Under \$500	141,926.75
Total Other Deductions				<u>1,644,423.97</u>

LOUISVILLE GAS AND ELECTRIC COMPANY

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

Case No. 2014-00372

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 natural gas 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.

LOUISVILLE GAS AND ELECTRIC COMPANY

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

Case No. 2014-00372

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 (LG&E's portion).

Year 2011	\$1,751,181
Year 2012	\$2,014,079
Year 2013	\$1,718,581
Base Year	\$1,847,480

- 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), LG&E's payments represented 0.4% of EPRI's revenues. For the UK CAER, LG&E'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, LG&E's payments represented 1.1% of the revenue for the two projects. For NEETRAC, LG&E's payments represented 0.3% 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 listed 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 LG&E 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

LOUISVILLE GAS AND ELECTRIC COMPANY

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

Case No. 2014-00372

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.

LOUISVILLE GAS AND ELECTRIC COMPANY

CASE NO. 2014-00372

Schedule of Rate Case Preparation Costs

Response to Commission's Order

Dated November 14, 2014

Question No. 54 (a)

Responding Witness: Robert M. Conroy

Date	Invoice #	Vendor Name	Hours (1)	Rate/Hr	Amount	Description	Account
25-Feb-14	776300	STOLL KEENON OGDEN	15.33	261.72	4,011.20	Professional legal services	182335
21-Mar-14	778150	STOLL KEENON OGDEN	28.87	269.54	7,780.91	Professional legal services	182335
21-Apr-14	779447	STOLL KEENON OGDEN	38.99	272.20	10,611.78	Professional legal services	182335
20-May-14	783195	STOLL KEENON OGDEN	10.45	306.84	3,207.44	Professional legal services	182335
19-Jun-14	785345	STOLL KEENON OGDEN	20.76	236.59	4,911.10	Professional legal services	182335
16-Jul-14	786216	STOLL KEENON OGDEN	28.31	302.41	8,560.98	Professional legal services	182335
21-Aug-14	790486	STOLL KEENON OGDEN	80.24	282.87	22,697.54	Professional legal services	182335
22-Sep-14	792296	STOLL KEENON OGDEN	127.89	289.50	37,025.65	Professional legal services	182335
SUBTOTAL LEGAL OUTSIDE COUNSEL LG&E ELECTRIC					98,806.60		
TOTAL LEGAL OUTSIDE COUNSEL LG&E ELECTRIC					98,806.60		
2-Jun-14	62014-2	THE PRIME GROUP LLC	2.60	175.00	455.70	Consulting work related to the upcoming rate case	182335
1-Jul-14	72014-2	THE PRIME GROUP LLC	3.91	164.29	641.70	Consulting work related to the upcoming rate case	182335
1-Aug-14	82014-1	THE PRIME GROUP LLC	35.71	178.13	6,361.20	Cost of service and rate design development	182335
2-Sep-14	92014-1	THE PRIME GROUP LLC	7.63	150.00	1,143.90	Forecasted test year discussions	182335
1-Oct-14	102014-1	THE PRIME GROUP LLC	23.06	151.61	3,496.80	Consulting work related to the upcoming rate case	182335
31-Jul-14	FINANC073114	FINANCIAL CONCEPTS AND APPLICATIONS INC	0.93	420.00	390.60	Research, analysis and testimony preparation	182335
31-Aug-14	FINANC083114	FINANCIAL CONCEPTS AND APPLICATIONS INC	3.72	330.00	1,227.60	Research, analysis and testimony preparation	182335
SUBTOTAL CONSULTANTS LG&E ELECTRIC					13,717.50		
TOTAL CONSULTANTS LG&E ELECTRIC					13,717.50		
SUBTOTAL SUPPLIES/SERVICES - OTHER LG&E ELECTRIC					-		
TOTAL SUPPLIES/SERVICES - OTHER LG&E ELECTRIC					-		
TOTAL LG&E ELECTRIC					112,524.10		

LOUISVILLE GAS AND ELECTRIC COMPANY

CASE NO. 2014-00372

Schedule of Rate Case Preparation Costs

Response to Commission's Order

Dated November 14, 2014

Question No. 54 (a)

Responding Witness: Robert M. Conroy

Date	Invoice #	Vendor Name	Hours (1)	Rate/Hr	Amount	Description	Account
25-Feb-14	776300	STOLL KEENON OGDEN	3.83	261.72	1,002.80	Professional legal services	182335
21-Mar-14	778150	STOLL KEENON OGDEN	7.22	269.54	1,945.23	Professional legal services	182335
21-Apr-14	779447	STOLL KEENON OGDEN	9.75	272.20	2,652.94	Professional legal services	182335
20-May-14	783195	STOLL KEENON OGDEN	2.61	306.84	801.86	Professional legal services	182335
19-Jun-14	785345	STOLL KEENON OGDEN	5.19	236.59	1,227.78	Professional legal services	182335
16-Jul-14	786216	STOLL KEENON OGDEN	7.08	302.41	2,140.25	Professional legal services	182335
21-Aug-14	790486	STOLL KEENON OGDEN	20.06	282.87	5,674.39	Professional legal services	182335
22-Sep-14	792296	STOLL KEENON OGDEN	31.97	289.50	9,256.41	Professional legal services	182335
SUBTOTAL LEGAL OUTSIDE COUNSEL LG&E GAS					24,701.66		
TOTAL LEGAL OUTSIDE COUNSEL LG&E GAS					24,701.66		
2-Jun-14	62014-2	THE PRIME GROUP LLC	0.65	175.00	113.93	Consulting work related to the upcoming rate case	182335
1-Jul-14	72014-2	THE PRIME GROUP LLC	0.98	164.29	160.43	Consulting work related to the upcoming rate case	182335
1-Aug-14	82014-1	THE PRIME GROUP LLC	8.93	178.13	1,590.30	Cost of service and rate design development	182335
2-Sep-14	92014-1	THE PRIME GROUP LLC	1.91	150.00	285.98	Forecasted test year discussions	182335
1-Oct-14	102014-1	THE PRIME GROUP LLC	5.77	151.61	874.20	Consulting work related to the upcoming rate case	182335
31-Jul-14	FINANC073114	FINANCIAL CONCEPTS AND APPLICATIONS INC	0.23	420.00	97.65	Research, analysis and testimony preparation	182335
31-Aug-14	FINANC083114	FINANCIAL CONCEPTS AND APPLICATIONS INC	0.93	330.00	306.90	Research, analysis and testimony preparation	182335
SUBTOTAL CONSULTANTS LG&E GAS					3,429.38		
TOTAL CONSULTANTS LG&E GAS					3,429.38		
SUBTOTAL SUPPLIES/SERVICES - OTHER LG&E GAS					-		
TOTAL SUPPLIES/SERVICES - OTHER LG&E GAS					-		
TOTAL LG&E GAS					28,131.04		
TOTAL RATE CASE EXPENSES @ 10/31/2014					140,655.14		

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: 61-0421389
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: 61-0421389
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: 61-0421389
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: 61-0421389
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 1(770)425-8100; 1 Mins.	Braun, Monica	1	\$0.10				\$0.10
04/02/2014	E105 - Telephone	Telephone Expense 1(770)425-8100; 1 Mins.	Braun, Monica	1	\$0.10				\$0.10
04/03/2014	E105 - Telephone	Telephone Expense 1(770)799-2419; 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: 61-0421389
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 1(630)854-7057; 20 Mins.	Loy, Molly	1	\$2.10				\$2.10
04/14/2014	E105 - Telephone	Telephone Expense 1(617)227-4469; 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: 61-0421389
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 1(770)425-8100; 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: 61-0421389
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 1(512)458-4644; 2 Mins.	Ingram, III, Lindsey	1	\$0.20	\$0.20
07/10/2014 E105 - Telephone	Telephone Expense 1(512)923-2790; 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: 61-0421389
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

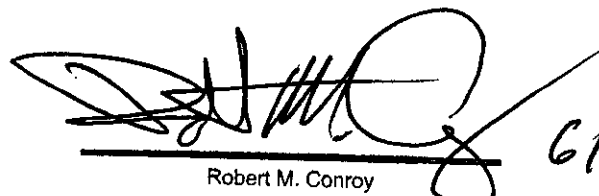
Attn: Mr. Robert Conroy

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

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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 38 of 45

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 39 of 45

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

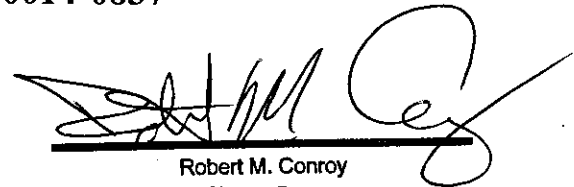
28.0 hours of consulting work by Jeff Wernert @ \$150.00/hr performed during July for preparing a cost of service studies for the upcoming rate case. \$ 4,200.00

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 41 of 45

Conroy

The Prime Group

Ref. 109464

P.O. 88457

Jeedy Schooler

Invoice for Services Rendered

Invoice Date: September 2, 2014

Invoice Number 92014-1

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To: LG&E
P.O. Box 32010
Louisville, KY 40232

SEP 12 2014

Attn: Mr. Robert Conroy

ACCOUNTS PAYABLE

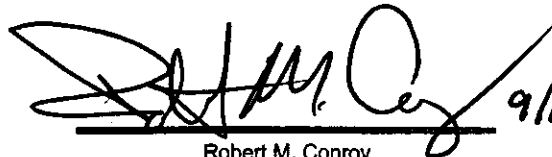
6.0 hours of consulting work by Jeff Wernert @ \$150.00/hr \$ 900.00
performed during August providing assistance with CATV attachment, forecasted
test year, and standby rate for the upcoming rate case.

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 42 of 45

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

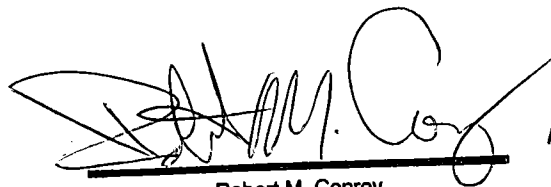
To: LG&E
P.O. Box 32010
Louisville, KY 40232

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
<hr/>	
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)

Page 43 of 45

Conroy

FINANC 073114

Reg. 108800
P.O. Box 87789
Judy Schoder

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.: 74-2058652

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

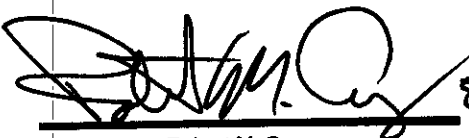
For the Period:
Through July 31, 2014

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.: 74-2058652

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

Robert M. Conroy 9/12/14
Robert M. Conroy
Director - Rates
LG&E and KU Energy, LLC

Bruce H. Fairchild
Bruce H. Fairchild

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SEP 17 2014

ACCOUNTS PAYABLE

LOUISVILLE GAS AND ELECTRIC COMPANY

CASE NO. 2014-00372

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	ELECTRIC			
4	LEGAL	\$ 265.00	1,226	\$ 325,000.00
5	CONSULTANTS	200.00	475	95,000.00
6	NEWSPAPER ADVERTISING			660,000.00
7	TOTAL ELECTRIC			1,080,000.00
8	GAS			
9	LEGAL	\$ 265.00	415	\$ 110,000.00
10	CONSULTANTS	200.00	200	40,000.00
11	NEWSPAPER ADVERTISING			210,000.00
12	TOTAL GAS			360,000.00
13	TOTAL PROJECTED COST			\$ 1,440,000.00

Note: Estimate of 2014 Rate Case expenses are based upon the recoverable 2012 Rate Case expense.

Recoverable 2012 Rate Case Expenses

Electric

Legal

\$ 312,253.71

Consultants

80,609.62

Newspaper Advertising

503,869.85

Total Electric

896,733.18

Gas

Legal

101,684.93

Consultants

19,484.84

Newspaper Advertising

164,392.67

Total Gas

285,562.44

Total

\$ 1,182,295.62

LOUISVILLE GAS AND ELECTRIC COMPANY

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

Case No. 2014-00372

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 LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E)
FOR THE 2013 CALENDAR YEAR

		CHARGE		
FERC				
Account	FERC Account Description	Direct	Indirect	Grand Total
107	Construction Work In Progress	10,785.81		10,785.81
408.1	Taxes Other Than Income Taxes, Utility Operating Income	1,773.70		1,773.70
426.5	Other Deductions	176.73		176.73
513	Maintenance Of Electric Plant		26.71	26.71
561.5	Reliability, Planning And Standards Development		52.76	52.76
566	Miscellaneous Transmission Expenses		26.71	26.71
581	Load Dispatching		190.64	190.64
586	Meter Expenses	876.36		876.36
588	Miscellaneous Distribution Expenses		36.50	36.50
901	Supervision		388.28	388.28
920	Administrative And General Salaries		33,324.68	33,324.68
925	Injuries And Damages	(932.25)		(932.25)
926	Employee Pensions And Benefits	15,135.40		15,135.40
935	Maintenance Of General Plant		160,794.99	160,794.99
Grand Total		27,815.75	194,841.27	222,657.02

BILLED TO THE SERVICE COMPANY (PPL SERVICES CORPORATION)
FROM LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E)
FOR THE 2013 CALENDAR YEAR

		CHARGE	
FERC			
Account	FERC Account Description	Direct	Grand Total
131	Cash	7.80	7.80
454	Rent From Electric Property	176,129.77	176,129.77
493	Rent From Gas Property	56,182.92	56,182.92
Grand Total		232,320.49	232,320.49

BILLED TO LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E) FROM THE SERVICE COMPANY (LKS)
 FOR THE 2013 CALENDAR YEAR

FERC Account	FERC Account Description	CHARGE		Grand Total
		Direct	Indirect	
107	Construction Work In Progress	32,382,034.42		32,382,034.42
108	Accumulated Provision For Depreciation Of Utility Plant	285,054.22		285,054.22
131	Cash	(1,845,864.49)		(1,845,864.49)
143	Other Accounts Receivable	25.50		25.50
151	Fuel Stock	455,406,077.90		455,406,077.90
163	Stores Expense Undistributed	312,582.80		312,582.80
165	Prepayments	8,155,028.60		8,155,028.60
182.3	Other Regulatory Assets	78,098.69		78,098.69
183	Preliminary Survey And Investigation Charges	439,777.91		439,777.91
184	Clearing Accounts	23,615,792.57		23,615,792.57
186	Miscellaneous Deferred Debits	472,368.48		472,368.48
228	Obligations Under Capital Leases - Non-Current	3,209,243.61		3,209,243.61
228.3	Accumulated Provision For Pensions And Benefits	1,139,511.73		1,139,511.73
232	Accounts Payable	2,445,575.78		2,445,575.78
236	Taxes Accrued	(711,739.85)		(711,739.85)
242	Miscellaneous Current And Accrued Liabilities	799,763.69		799,763.69
253	Other Deferred Credits	659,948.85		659,948.85
408.1	Taxes Other Than Income Taxes, Utility Operating Income	3,738,357.88		3,738,357.88
419	Interest And Dividend Income	(1.90)		(1.90)
426	Miscellaneous Amortization	1,939,908.40	97,941.42	2,037,849.82
426.3	Penalties	129,426.00		129,426.00
426.4	Expenditures For Certain Civic, Political And Related Activities	69,860.71	818,329.10	888,189.81
426.5	Other Deductions	762,288.47	195,849.12	958,137.59

BILLED TO LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E) FROM THE SERVICE COMPANY (LKS)
 FOR THE 2013 CALENDAR YEAR

FERC Account	FERC Account Description	CHARGE		Grand Total
		Direct	Indirect	
456	Other Electric Revenues	19,933.24		19,933.24
500	Operation Supervision And Engineering	151,727.73	2,954,955.38	3,106,683.11
501	Fuel	520,941.13	824,846.46	1,345,787.59
502	Steam Expenses	113,848.32	11,985.56	125,833.88
505	Electric Expenses	802.95		802.95
506	Miscellaneous Steam Power Expenses	234,288.24		234,288.24
510	Maintenance Supervision And Engineering	410,669.78	132,287.34	542,957.12
511	Maintenance Of Structures	162,108.95		162,108.95
512	Maintenance Of Boiler Plant	75,030.93		75,030.93
513	Maintenance Of Electric Plant	159,745.08	268,345.45	428,090.53
514	Maintenance Of Miscellaneous Steam Plant	22,662.04		22,662.04
539	Miscellaneous Hydraulic Power Generation Expenses	4,540.17		4,540.17
542	Maintenance Of Structures	13,966.04		13,966.04
548	Generation Expenses	221.16		221.16
553	Maintenance Of Generating And Electric Equipment	820.53		820.53
556	System Control And Load Dispatching		1,403,556.79	1,403,556.79
560	Operation Supervision And Engineering	49,740.68	798,453.91	848,194.59
561.1	Load Dispatch-Reliability		1,843,473.48	1,843,473.48
561.5	Reliability, Planning And Standards Development		490,510.59	490,510.59
561.6	Transmission Service Studies	8,080.61		8,080.61
562	Station Expenses	27,786.64		27,786.64
563	Overhead Line Expenses	29,698.55		29,698.55
566	Miscellaneous Transmission Expenses	911,224.77	326,339.69	1,237,564.46

BILLED TO LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E) FROM THE SERVICE COMPANY (LKS)
 FOR THE 2013 CALENDAR YEAR

FERC Account	FERC Account Description	CHARGE		Grand Total
		Direct	Indirect	
567 Rents		3,332.36		3,332.36
570 Maintenance Of Station Equipment		178,786.33	15,527.18	194,313.51
571 Maintenance Of Overhead Lines		52,418.04		52,418.04
573 Maintenance Of Miscellaneous Transmission Plant		12,251.37	5,792.55	18,043.92
580 Operation Supervision And Engineering		648,124.48	377,241.28	1,025,365.76
581 Load Dispatching			754,354.84	754,354.84
582 Station Expenses		13,128.24		13,128.24
583 Overhead Line Expenses		480,944.36		480,944.36
586 Meter Expenses		698,710.48	19,998.86	718,709.34
588 Miscellaneous Distribution Expenses		851,649.96	393,360.50	1,245,010.46
589 Rents		1,666.17		1,666.17
590 Maintenance Supervision And Engineering		760.81	897.22	1,658.03
592 Maintenance Of Station Equipment		3,116.78		3,116.78
593 Maintenance Of Overhead Lines		86,914.23		86,914.23
598 Maintenance Of Miscellaneous Distribution Plant		6,842.62		6,842.62
807 Purchased Gas Expenses		6,748.42		6,748.42
816 Wells Expenses		8,650.00		8,650.00
818 Compressor Station Expenses		61,138.79		61,138.79
821 Purification Expenses		34,204.86		34,204.86
825 Storage Well Royalties		104.69		104.69
834 Maintenance Of Compressor Station Equipment		1,017.56		1,017.56
836 Maintenance Of Purification Equipment		(171.00)		(171.00)
856 Mains Expenses		2,018.84		2,018.84

BILLED TO LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E) FROM THE SERVICE COMPANY (LKS)
 FOR THE 2013 CALENDAR YEAR

FERC Account	FERC Account Description	CHARGE		Grand Total
		Direct	Indirect	
860 Rents		999.70		999.70
863 Maintenance Of Mains		8,418.33		8,418.33
874 Mains And Services Expenses		4,251.80		4,251.80
877 Measuring And Regulating Station Expenses-City Gate Check Stations		3,202.55		3,202.55
878 Meter And House Regulator Expenses		1,905.75		1,905.75
880 Other Expenses		866,715.01	43,705.68	910,420.69
881 Rents		666.47		666.47
887 Maintenance Of Mains		141,825.87		141,825.87
892 Maintenance Of Services		103.23		103.23
901 Supervision		1,637,926.58	324,660.15	1,962,586.73
902 Meter Reading Expenses		131,648.86	73,619.89	205,268.75
903 Customer Records And Collection Expenses		4,351,745.63	4,686,434.33	9,038,179.96
905 Miscellaneous Customer Accounts Expenses		43,172.88		43,172.88
907 Supervision		40,260.21	215,670.96	255,931.17
908 Customer Assistance Expenses		11,505,276.49	494,154.15	11,999,430.64
909 Informational And Instructional Advertising Expenses		462,728.91		462,728.91
910 Miscellaneous Customer Service And Informational Expenses		218,617.24	213,556.06	432,173.30
912 Demonstrating And Selling Expenses		41,970.00		41,970.00
920 Administrative And General Salaries		2,041,419.88	23,246,310.01	25,287,729.89
921 Office Supplies And Expenses		1,749,860.28	4,446,609.99	6,196,470.27
923 Outside Services Employed		4,328,834.48	10,366,779.75	14,695,614.23
924 Property Insurance		159,139.50	14,011.53	173,151.03
925 Injuries And Damages		631,403.64	24,046.05	655,449.69

BILLED TO LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E) FROM THE SERVICE COMPANY (LKS)
 FOR THE 2013 CALENDAR YEAR

		CHARGE		
FERC Account	FERC Account Description	Direct	Indirect	Grand Total
	926 Employee Pensions And Benefits	16,453,075.10	166,555.38	16,619,630.48
	930.1 General Advertising Expenses	679,492.44	69,242.98	748,735.42
	930.2 Miscellaneous General Expenses	275,710.92	875,387.50	1,151,098.42
	931 Rents	(196.00)	202,623.70	202,427.70
	935 Maintenance Of General Plant	45,880.07	4,158,003.01	4,203,883.08
Grand Total		585,379,371.72	61,355,417.84	646,734,789.56

BILLED TO LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E)
 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	3,373.92		3,373.92
	500 Operation Supervision And Engineering		2,154.64	2,154.64
	887 Maintenance Of Mains	2,300.65		2,300.65
	908 Customer Assistance Expenses	1,928.41		1,928.41
	921 Office Supplies And Expenses	(208,347.15)	63,575.90	(144,771.25)
	925 Injuries And Damages	222,715.93		222,715.93
Grand Total		21,971.76	65,730.54	87,702.30

LOUISVILLE GAS AND ELECTRIC COMPANY

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

Case No. 2014-00372

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
Kentucky Utilities 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"> • Amended and Restated Utility Services Agreement – business practice using the principles included in the Utility Services Agreement for Third-Party Vendor Costs 	<ul style="list-style-type: none"> • 2, 7
LG&E and KU Services Company settling with PPL Energy Funding Corporation for PPL Energy Supply, LLC charges	<ul style="list-style-type: none"> • Amended and Restated Utility Services Agreement – business practice using the principles included in the Utility Services Agreement for Third-Party Vendor Costs 	<ul style="list-style-type: none"> • 2, 7

¹ Financing application filed with the Commission, Case Number 2012-00233 related to charges for forward starting swaps.

<p>PPL Electric Utilities Corporation</p>	<ul style="list-style-type: none"> • Edison Electric Institute Mutual Assistance Agreement / Southeastern Electric Exchange Mutual Assistance Procedures and Guidelines • Utility Services Agreement for Goods Not Readily Available from the Market, Obsolete or Otherwise Surplus²² 	<ul style="list-style-type: none"> • 8a / 8b • 9
<p>LG&E and KU Services Company settling Western Kentucky Energy Corp. charges</p>	<ul style="list-style-type: none"> • Amended and Restated Utility Services Agreement 	<ul style="list-style-type: none"> • 2

² Execution of this agreement is contingent upon approval by the Pennsylvania Utility Commission.

Louisville Gas & Electric Company
Services Received from Affiliates Other than Service Companies
For the Calendar Year 2013

LG&E and KU Capital LLC

Capital Expenditures
Charitable/Community Contributions
Labor and Benefits Adjustments
Equipment/Facilities
Office and Administrative Services
Outside Services

Kentucky Utilities Company

Capital Expenditures
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

Outside Counsel Fees
Edison Electric Institute Dues
Financing - Forward Starting Swaps
Credit Monitoring Fees
Rating Agency Fees
Subscriptions

PPL Energy Supply, LLC

Letter of Credit Fees

**Louisville Gas & Electric Company
Services Provided to Affiliates Other than Service Companies
For the Calendar Year 2013**

LG&E and KU Capital LLC

Capital Expenditures
Charitable/Community Contributions
Labor and Benefits
Equipment/Facilities
Materials
Office and Administrative Services
Outside Services

Kentucky Utilities Company

Capital Expenditures
Charitable/Community Contributions
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

Edison Electric Insitute Dues True-up

PPL Electric Utilities Corporation

Mutual Assistance
Sale of Inventory

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**

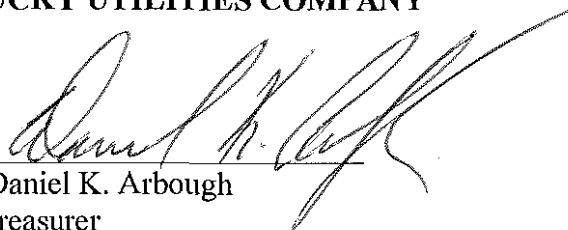
By: 
Name: Daniel K. Arbough
Title: Treasurer

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.

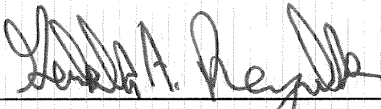
13. WAIVER. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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.

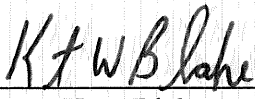
15. SEVERABILITY. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of this 4th day of September, 2012.

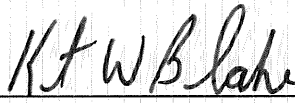
LG&E and KU Services Company

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
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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

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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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	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

**LG&E and KU Services Company
Cost Allocation Manual**

<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

**LG&E and KU Services Company
Cost Allocation Manual**

<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
Cost Allocation Manual****V. COST ASSIGNMENT METHODS****OVERVIEW**

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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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.

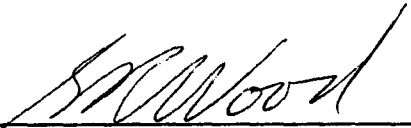
10.10 Responsibility and Liability

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.

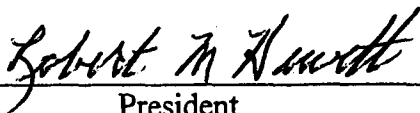
3. Off-System Energy Sales

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.

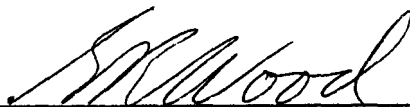
2. Costs

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.

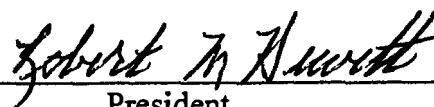
3. Distribution of Costs

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:

$KU \text{ Schedule 2 Revenue \% (KU-2 Rev)} = \text{MVAR-Hours produced by LG\&E/KU Units located on KU divided by the total MVAR-Hours produced by LG\&E/KU Units.}$

$LG\&E \text{ Schedule 2 Revenue \% (LG\&E-2 Rev)} = 1 \text{ minus } KU-2 \text{ Rev}$

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:

$KU \text{ Gen. Services \%} = \text{KU FERC Form 1, page 401a line 9(b) divided by the sum of (KU FERC Form 1, page 401a line 9(b) plus LG\&E FERC Form 1, page 401a line 9(b).}$

$LG\&E \text{ Gen. Services \%} = 1 \text{ minus } KU \text{ Gen. Services \%}$

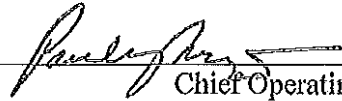
For Example, based on the 2012 FERC Form 1 data for the calendar year 2012:

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 _____

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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 _____

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OHIO VALLEY ELECTRIC CORPORATION

By _____
Its _____

ALLEGHENY ENERGY SUPPLY COMPANY, L.L.C.

By _____
Its _____

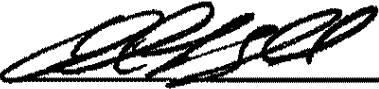
APPALACHIAN POWER COMPANY

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 _____

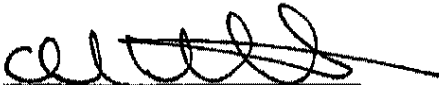
COLUMBUS SOUTHERN POWER COMPANY

By _____
Its _____

THE DAYTON POWER AND LIGHT COMPANY

By _____
Its _____

DUKE ENERGY OHIO, INC.

By 
Its V. C. 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

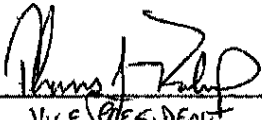
030860-0015-02025-Add'l v. 12026116.4

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-Addn.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*

Amended and Restated Inter-Company Power Agreement
S-1

030860-0015-02023-Active 12026116.4

**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 _____

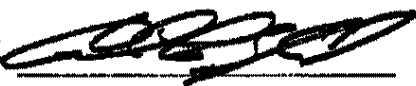
**LOUISVILLE GAS AND ELECTRIC
COMPANY**

By _____
Its _____

**MONONGAHELA POWER
COMPANY**

By _____
Its _____

OHIO POWER COMPANY

By  _____
Its _____

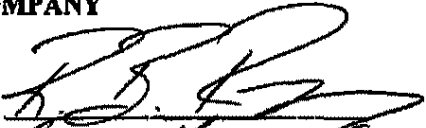
**SOUTHERN INDIANA GAS AND
ELECTRIC COMPANY**

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 _____

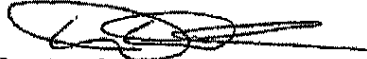
OHIO POWER COMPANY

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

**Edison Electric Institute
Mutual Assistance Agreement**

Edison Electric Institute (“EEI”) member companies have established and implemented an effective system whereby member companies may receive and provide assistance in the form of personnel and equipment to aid in restoring and/or maintaining electric utility service when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, sabotage, or any other occurrence for which emergency assistance is deemed to be necessary or advisable (“Emergency Assistance”). This Mutual Assistance Agreement sets forth the terms and conditions to which the undersigned EEI member company (“Participating Company”) agrees to be bound on all occasions that it requests and receives (“Requesting Company”) or provides (“Responding Company”) Emergency Assistance from or to another Participating Company who has also signed the EEI Mutual Assistance Agreement; provided, however, that if a Requesting Company and one or more Responding Companies are parties to another mutual assistance agreement at the time of the Emergency Assistance is requested, such other mutual assistance agreement shall govern the Emergency Assistance among those Participating Companies.

In consideration of the foregoing, the Participating Company hereby agrees as follows:

- (1) When providing Emergency Assistance to or receiving Emergency Assistance from another Participating Company, the Participating Company will adhere to the written principles developed by EEI members to govern Emergency Assistance arrangements among member companies (“EEI Principles”), that are in effect as of the date of a specific request for Emergency Assistance, unless otherwise agreed to in writing by each Participating Company.
- (2) With respect to each Emergency Assistance event, Requesting Companies agree that they will reimburse Responding Companies for all costs and expenses incurred by Responding Companies in providing Emergency Assistance as provided under the EEI Principles, unless otherwise agreed to in writing by each Participating Company; provided, however, that Responding Companies must maintain auditable records in a manner consistent with the EEI Principles.
- (3) During each Emergency Assistance event, the conduct of the Requesting Companies and the Responding Companies shall be subject to the liability and indemnification provisions set forth in the EEI Principles.
- (4) A Participating Company may withdraw from this Agreement at any time. In such an event, the company should provide written notice to EEI’s Director of Security of Transmission and Distribution Operations.

(5) EEI's Director of Security of Transmission and Distribution Operations shall maintain a list of each Participating Company which shall be posted on the RestorePower web site at www.restorepower.com. However, a Participating Company may request a copy of the signed Mutual Assistance Agreement of another Participating Company prior to providing or receiving Emergency Assistance.

Company Name

Signature

Officer Name:

Title:

Date:



SUGGESTED GOVERNING PRINCIPLES COVERING EMERGENCY ASSISTANCE ARRANGEMENTS BETWEEN EDISON ELECTRIC INSTITUTE MEMBER COMPANIES

Electric companies have occasion to call upon other companies for emergency assistance in the form of personnel or equipment to aid in maintaining or restoring electric utility service when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, sabotage or any other occurrences where the parties deem emergency assistance to be necessary or advisable. While it is acknowledged that a company is not under any obligation to furnish such emergency assistance, experience indicates that companies are willing to furnish such assistance when personnel or equipment are available.

In the absence of a continuing formal contract between a company requesting emergency assistance (Requesting Company) and a company willing to furnish such assistance (Responding Company), the following principles are suggested as the basis for a contract governing emergency assistance to be established at the time such assistance is requested:

1. 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. (This would include any request for the Responding Company to prepare its employees and/or equipment for transport to the Requesting Company's location but to await further instructions before departing. The emergency assistance period shall terminate when such employees and/or equipment have returned to the Responding Company, and shall include any mandated DOT rest time resulting from the assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g. cleaning off trucks, restocking minor materials, etc. .
2. To the extent possible, the companies should reach a mutual understanding and agreement in advance on the anticipated length in general of the emergency assistance period. For extended assistance periods, the companies should agree on the process for replacing or providing extra rest for the Responding Company's employees. It is understood and agreed that if in the Responding Company's judgment such action becomes necessary the decision to terminate the assistance and recall employees, contractors, and equipment lies solely with the Responding Company. The Requesting Company will take the necessary action to return such employees, contractors, and equipment promptly.
3. Employees of Responding Company shall at all times during the emergency assistance period continue to be employees of Responding Company and shall not be deemed employees of Requesting Company for any purpose. Responding Company shall be an independent Contractor of Requesting Company and wages, hours and other terms and conditions of employment of Responding Company shall remain applicable to its employees during the emergency assistance period.
4. Responding Company shall make available at least one supervisor in addition to crew foremen. All instructions for work to be done by Responding Company's crews shall be given by Requesting Company to Responding Company's supervisor(s) or, when



Responding Company's crews are to work in widely separate areas, to such of Responding Company's foremen as may be designated for the purpose by Responding Company's supervisor(s) .

5. Unless otherwise agreed by the companies, Requesting Company shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. As an exception to this, the Responding Company shall normally be responsible for arranging lodging and meals en route to the Receiving Company and for the return trip home. The cost for these in transit expenses will be covered by the requesting company.
6. Responding Company's safety rules shall apply to all work done by their employees. Unless mutually agreed otherwise, the Requesting Company's switching and tagging rules should be followed to ensure consistent and safe operation. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting and Responding Companies.
7. All time sheets and work records pertaining to Responding Company's employees furnishing emergency assistance shall be kept by Responding Company.
8. Requesting Company shall indicate to Responding Company the type and size of trucks and other equipment desired as well as the number of job function of employees requested but the extent to which Responding Company makes available such equipment and employees shall be at Responding Company's sole discretion.
9. Requesting Company shall reimburse Responding Company for all costs and expenses incurred by Responding Company as a result of furnishing emergency assistance. Responding Company shall furnish documentation of expenses to Requesting Company. Such costs and expenses shall include, but not be limited to, the following:
 - a. Employees' wages and salaries for paid time spent in Requesting Company's service area and paid time during travel to and from such service area, plus Responding Company's standard payable additives to cover all employee benefits and allowances for vacation, sick leave and holiday pay and social and retirement benefits, all payroll taxes, workmen's compensation, employer's liability insurance and other contingencies and benefits imposed by applicable law or regulation.
 - b. Employee travel and living expenses (meals, lodging and reasonable incidentals) .
 - c. Replacement cost of materials and supplies expended or furnished.
 - d. Repair or replacement cost of equipment damaged or lost.
 - e. Charges, at rates internally used by Responding Company, for the use of transportation equipment and other equipment requested.



- f. Administrative and general costs, which are properly allocable to the emergency assistance to the extent such costs, are not chargeable pursuant to the foregoing subsections.
10. Re-uesting Company shall pay all costs and expenses of Responding Company within sixty days after receiving an invoice therefor.
11. Re-uesting Company shall indemnify, hold harmless and defend the Responding Company from and against any and all liability for loss, damage, cost or expense which 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 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 workmen's compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing emergency assistance, Re-uesting 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..
12. In the event any claim or demand is made or suit or action is filed against Responding Company alleging liability for which Re-uesting Company shall indemnify and hold harmless Responding Company under paragraph (11) above, Responding Company shall promptly notify Re-uesting Company thereof, and Re-uesting 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. Responding Company shall cooperate with Re-uesting Company's reasonable efforts to investigate, defend and settle the claim or lawsuit.
13. Non-affected companies should consider the release of contractors during restoration activities. The non-affected company shall supply the re-uesting companies with contact information of the contactors (this may be simply supplying the contractors name). The contractors will negotiate directly with re-uesting companies.

Last update September 2005

- Section 11 and 12 updated

Southeastern Electric Exchange

Mutual Assistance Procedures and Guidelines

February 2012

As directed by the Board of Directors of Southeastern Electric Exchange, the Mutual Assistance Committee has developed and accepted the following procedures to provide and request assistance to aid in restoring electric service when it has been disrupted and cannot be restored in a safe and timely manner by the affected company or companies alone. In approaching this task, committee members recognized the significant differences between work performed under normal circumstances and emergency restoration, as well as the fact that each member will at some time both require and supply emergency assistance. Therefore, members have reached understanding and agreement to adhere to the procedures and guidelines that follow without the necessity of formal contractual arrangements.

The Mutual Assistance Committee shall have responsibility for maintenance and revision of the *Southeastern Electric Exchange Mutual Assistance Procedures and Guidelines*. Final acceptance of this document, as well as any future modifications, must be approved by all of the appointed and serving members of the S.E.E. Mutual Assistance Committee, each operating member company having one (1) vote.

Section I

Understanding Among Members Regarding Mutual Assistance

1. Members of Southeastern Electric Exchange understand and agree:

- 1.1 That members will work together to minimize risk to all parties. Responding Companies will provide assistance (personnel and equipment) on a not-for-profit basis, and Requesting Companies will reimburse Responding Companies for all expenses incurred in providing the assistance.¹
- 1.2 To adhere to and operate in accordance with the procedures contained in this document (the *Southeastern Electric Exchange Mutual Assistance Procedures and Guidelines*).
- 1.3 That should there be any conflict in procedures and guidelines contained in the *S.E.E. Mutual Assistance Procedures and Guidelines* and other regional or national mutual assistance agreements, guidelines, principles, or procedures, S.E.E. members will adhere to the procedures approved by the S.E.E. Mutual Assistance Committee when assisting or requesting assistance from fellow members through the Joint Mobilization Conference Call Procedure outlined in this document.

1. In this document the terms Responding Company and Requesting Company refers to both the company and its employees.

Section II
General Guidelines / Responsibilities

2. Personnel Safety

- 2.1 Whether providing or receiving assistance, personnel safety will be the preeminent objective and responsibility of all participants.
- 2.2 The Requesting Company agrees to make every effort to avoid moving Responding Company personnel into harms way during the initial, first-wave mobilization.
- 2.3 Responding Company will follow its own safety rules, except as noted in paragraphs 2.6 and 2.7 below.
- 2.4 Responding Company is responsible for following its own personal protective grounding practices.
- 2.5 Responding Company will immediately report any and all accidents to Requesting Company (both incidence and injury).
- 2.6 Switching procedures will be handled as the Requesting Company designates, provided that the procedures do not violate the safety rules of the Responding Company.
- 2.7 Requesting Company will provide information on their switching and tagging rules. Requesting Company switching/blocking tags will be used.
- 2.8 Security personnel requirements shall be discussed and mutually agreed upon by the Requesting and Responding Companies prior to deployment of armed security personnel.
- 2.9 Any deployment of Security Personnel armed or otherwise must comply with Federal, State, and Local regulations.

3. Maintenance of Contact Roster

- 3.1 In order to facilitate efficient communication and response, S.E.E. member utilities will share the following information:
 - The names, contact numbers (work phone, home phone, cellular phone, and pager), and e-mail addresses for three (3) individuals authorized to participate in Joint Mobilization Conference Calls.
 - If available, the telephone number for the 24-hour operations / dispatch center for the member company.
 - If available, a satellite telephone number for the 24-hour storm or operations / dispatch center.
 - If available, a corporate storm / emergency center 24-hour telephone number, if different from the 24-hour operations / dispatch telephone number.
- 3.2 The Southeastern Electric Exchange office will be responsible for maintaining and updating the Member Company Contact Roster at least every three months.

4. Code of Conduct

- 4.1 Whether providing or receiving assistance, all personnel will be expected to conduct themselves in a professional and responsible manner.

5. Communication With Contractors

- 5.1 Members understand the need for clear communication with contractors working on their systems and are encouraged to explain the joint mobilization process discussed in this document.

6. Definition of Emergency Assistance Period

- 6.1 Members agree that 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. This includes any request for the Responding Company to prepare its employees and/or equipment for travel to the Requesting Company's location but to await further instructions before departing. This preparation time should begin when normal work activities for Responding Company stop and preparations dedicated to supporting the off system effort begin. Except as noted in paragraph 6.3, the emergency assistance period shall terminate when such employees and/or equipment have returned to their point of origin and after a reasonable time required preparing the equipment for return to normal activities (e.g. cleaning trucks, restocking minor materials, etc.).
- 6.2 The length of stay by Responding Company personnel will be mutually agreed to by both companies. Generally, this period should not exceed 14 consecutive days, including travel time to the work area and return to the point of origin. When mutual assistance assignments go beyond this time frame, S.E.E. members agree that Responding Company personnel will usually be changed out (rotated) rather than take extended reset periods (days off). Responding and Requesting companies may agree upon exceptions to this procedure.
- 6.3 It is understood and agreed that if Responding Company's or its Holding Company's system is threatened during any time after it has mobilized to provide mutual assistance, any part or all of the Responding Company's native and contract workforce may be recalled. In these instances:
- It is understood and agreed that the decision to terminate assistance and recall employees lies solely with the Responding Company.
 - If recall of Responding Company's workforce becomes necessary, the Requesting Company will be responsible for all expenses incurred by Responding Company until the Responding Company returns home and vehicles are cleaned and stocked for normal work activities.
 - If Responding Company's workforce is recalled to another of the Responding Company's locations other than their original point of origin, the Requesting Company will be responsible for travel costs to the alternate location not to exceed that which would have been incurred had the workforce returned to their original point of origin.

Section III

The Joint Mobilization Conference Call Procedure

7. Purpose and Rationale for Joint Mobilization Call Procedures

- 7.1 The following procedures are intended to enhance and in no way hamper the mobilization goals of member companies during emergencies.
- 7.2 Because response time is critical in emergency situations, the Joint Mobilization Conference Call provides a mechanism that allows members to quickly request assistance and identify the number and status of all available regional resources.
- 7.3 The conference call format should:
 - Provide members with the opportunity to understand the entire scope of the emergency situation, including the number of companies expecting to be impacted and the potential damage to each.
 - Allow members to discuss and evaluate weather forecasts from different sources.
 - Result in the most efficient, effective and equitable allocation of available resources while mitigating the financial risk associated with early mobilization of resources.

8. Agreement / Understanding – Joint Mobilization Procedures

- 8.1 Members agree to adhere to the procedures contained in this section to request, identify and mobilize emergency mutual assistance resources. The understood exception being when an event impacts a single member utility and the impacted utility anticipates a short restoration time requiring assistance from only neighboring (adjacent) utilities. In this instance, the impacted member may contact neighboring utilities directly to arrange assistance. However, because emergency events tend to expand and impact more than one utility over time, members are encouraged to use the Joint Mobilization Conference Call procedures described below for all mutual assistance requests.
- 8.2 Members understand and agree that participation on Joint Mobilization Conference Calls is restricted to employees of member companies of Southeastern Electric Exchange, unless otherwise agreed by members of the Mutual Assistance Committee.
- 8.3 Members understand that conversations between member utilities during Joint Mobilization Conference Calls may be confidential and proprietary. Therefore, with the exception of general deployment data / information, members agree not to share or release any information shared between member utilities during Joint Mobilization Conference Calls unless mutually agreed.

9. Initiation of the Joint Mobilization Conference Call

- 9.1 Typically, the member that expects to be impacted first by an event will initiate the conference call.
- 9.2 Members agree to initiate a conference call anytime they experience or are threatened by an event so significant that they anticipate needing resources beyond the capabilities of their neighboring (adjacent utilities to restore their system.
- 9.3 Procedure for initiating the conference call:
- During normal business hours, the initiating member will notify any S.E.E. staff member (phone number 404-233-1188) that they wish to hold a conference call for storm response, give the staff member the toll-free conference call number, date, and time for the call (specifying time zone). S.E.E. will contact all members via e-mail, providing conference call information and confirm all members' participation. After every call, S.E.E. will send out an e-mail providing a summary of the conference call discussion.
 - After normal working hours and on weekends, members initiate the call by contacting the Executive Director of S.E.E., at home or on his cell phone. The Director will contact members as described above. If the S.E.E. Director cannot be reached, the initiating member will use the S.E.E. Mutual Assistance Contact Roster to contact members directly.

10. Responsibilities of Company Initiating Conference Call

- 10.1 The company initiating the conference call will designate an individual to serve as moderator for the conference call. The moderator will:
- Call the roll of member companies.
 - Present the weather forecast for his / her company service territory. At their discretion, the initiating company may have a weather consultant present the current forecast.
 - Ask other members for input regarding the weather forecast / predictions.
 - Present an estimate of predicted impact / damages and when these are expected to occur. If the event is large enough to impact more than one member's service territory, the moderator will ask other members for their projected damage assessments.
 - Present an estimate of resources needed. If the event is large enough to impact more than one member's service territory, the moderator will ask other members for their projected resource needs.
 - By roll call, ask all non-impacted members to state the numbers of resources available to assist once their territories are no longer threatened.
 - When appropriate, the moderator will lead discussion of staging areas to be used by assisting companies' transportation concerns, such as evacuation orders, fuel availability, DOT exemptions, etc. and, the availability of non-member resources that may be available to assist impacted members.
 - Keep the call moving and minimize the length of the call as much as possible.
 - If requested, notify non-S.E.E. members via the EEI Restore Power list serve.
 - Set the date and time for future conference calls.

11. Responsibilities of Non-Initiating Members Participating In Conference Calls Scott

- 11.1 Members agree not to release or dispatch ANY resources (contract or native unless committed to and confirmed by a Requesting Company. It is understood that Responding Companies territories must be free from significant threat before resources can be committed and dispatched.
- 11.2 On the first Joint Mobilization Conference Call, non-threatened / non-impacted members will be prepared to specify the numbers of their employee and contractor distribution line, transmission line, vegetation management, and damage assessment personnel available to assist impacted companies, including an estimate of when these resources can be dispatched. If Requesting Companies identify needs in other areas (such as IT, safety, etc.), assisting members will be given time (usually 24 hours) to identify available resources in these additional areas.
- 11.3 To enhance safety and flexibility, upon request non-threatened / non-impacted members will be prepared to identify staging areas available in their territories.
- 11.4 Upon request non-threatened / non-impacted members will assist with DOT exemptions for crews traveling through their service territories.

12. Resource Allocation and Mobilization

- 12.1 When more than one company has requested emergency assistance, all members understand and agree that it is the responsibility of the Requesting Companies to agree upon the allocation of available first wave and subsequent member company resources.
- 12.2 Members agree that, in general, resources will be allocated on the basis of severity of need, based on:
- Predicted impact percentage / degree of system loss and estimated time customers will have been without power.
 - Storm timing which company will be first impacted.
 - Travel time.
 - Availability of other non-S.E.E. member controlled resources.
 - The intent will be to allocate available resources to meet all member company needs in the most efficient and equitable manner possible.
- 12.3 Members agree that final dispatch of committed resources is to be coordinated directly between the Requesting Company and the Responding Company (or its contractor(s), where applicable).

13. Responsibilities of S.E.E. Coordinator

- 13.1 The Southeastern Electric Exchange coordinator, (usually the Executive or Assistant Director), will be responsible for notifying members of Joint Mobilization Conference Calls in accordance with paragraph 9.3.
- 13.2 The Southeastern Electric Exchange coordinator will be responsible for producing and distributing conference call summary notes including the S.E.E. Resource Summary spreadsheet after each conference call.

- 13.3 When more than one company has requested emergency assistance, the Southeastern Electric Exchange coordinator will serve as moderator of conference calls between impacted companies on which Requesting Companies will agree upon the allocation of available first wave S.E.E. resources.

Section I

Requesting Company Responsibilities

14. Requesting Company – Responsibilities Prior to Mobilization

- 14.1 To the extent possible, the Requesting Company is expected to clearly communicate the degree of devastation and working conditions Responding Company personnel should expect to encounter upon arrival at the emergency restoration work area.
- 14.2 The Requesting Company is expected to inform the Responding Company if their requirements for the maintenance of receipts differ from the procedures stated in paragraph 19.5.
- 14.3 To facilitate communications, the Requesting Company may opt to provide a single point of contact (Coordinator) to interact with the Responding Company.
- 14.4 The Requesting Company will provide the Responding Company with the name and contact information for their company contact as required on the RESPONDING COMPANY INITIAL INFORMATION SHEET before Responding Company personnel leave their point of origin.
- 14.5 Requesting Company will coordinate with their state DOT officials concerning emergency exemptions and any other transportation issues that will facilitate the Responding Company's trip to and from the Requesting Company.
- 14.6 The Requesting Company is encouraged to communicate general guidelines with Responding Companies. Items covered may include labor contractual issues, safety issues, contact personnel, vehicle fueling arrangements, typical standard construction, meal and lodging arrangements, and other items that will be of benefit to the responding personnel and their supervision.

15. Requesting Company – Responsibilities During Emergency Assistance Period

- 15.1 The Requesting Company will establish expectations for work, including start time and duration.
- 15.2 The Requesting Company will provide materials unless specifically noted otherwise.
- 15.3 When necessary, the Requesting Company will provide a guide with communications capability, portable radios or cellular telephones to assist responding team leaders.
- 15.4 The Requesting Company will authorize Responding Company to use cellular phones as a method of communication. Where cellular service is unavailable, it is understood that satellite phones may be used until such time that cellular service is restored in the Requesting Company's area.
- 15.5 The Requesting Company will provide vehicle security for parking areas unless specifically agreed otherwise.

- 15.6 With the exception of food and lodging during travel to and from the final work site, the Requesting Company will handle all food, lodging and incidental support needed by Responding Company unless both companies agree for Responding Company to handle these logistics.
- 15.7 Requesting and Responding companies should agree on the provision of laundry services.
- 15.8 Requesting Company will make and communicate provisions for Responding Company personnel to make personal long distance telephone calls during the emergency response period. For example, the Requesting Company may authorize the Responding Company to purchase pre-paid long distance calling cards for responding crew members or authorize the use of company or employee owned cellular phones for an agreed upon maximum number of minutes. As a general rule, Requesting Company agrees to allow and reimburse a maximum of 10-minutes personal long distance telephone charges per employee per day. Any personal cellular phone charges or pre-paid calling card expenses shall be included in the supporting documentation on the company's preliminary invoice, subject to paragraph 19.5.
- 15.9 Requesting Company understands that the Responding Company will not incur hotel-related expenses other than lodging, unless agreed to by the Requesting Company prior to their occurrence. For example, phone calls made from rooms, room service, in-room movies, mini bar usage, etc. should not be incurred.

16. Requesting Company - Procedures for Releasing Responding Companies

- 16.1 During emergencies impacting more than one member company simultaneously, each Requesting Company will develop and send the S.E.E. coordinator a proposed Release Schedule 48-hours before releasing any contract or utility (members & non-member crews. This release schedule will include: Names of utilities and contractors to be released, the numbers and specialty (distribution line, transmission line, vegetation, etc. of workers from each utility and / or contractor being released, the on-site contact or the coordinator of the crews being released, and the date and approximate time the crews expect to be released.
- 16.2 During emergencies when Responding Company contract and / or utility resources are already deployed and working to provide restoration help to one member company and another member company (or companies) is impacted by another emergency, or, in the case of hurricanes, a second landfall of the storm, the company that obtained help first agrees to:
- NOT retain personnel solely to perform maintenance, street lighting work, or clean up type work and will aggressively work to release personnel.
 - Immediately prepare a release schedule which includes details listed in paragraph 16.1 above, including projected release dates.
 - Provide realistic estimated restoration times and release dates to the SEE coordinator for dissemination to the second Requesting Company (or companies). Since this could mean the difference in going days away or waiting on resources closer that may become available, it is essential that release dates be as accurate as possible. **Note: Should the emergency situation described above develop before a Responding Company personnel arrive at the initial restoration area, these resources will be reallocated to Requesting Companies in accordance with the provisions of Section 12 and paragraph 17.3 of these procedures and guidelines.**

- 16.3 In the emergency situation described in paragraph 16.2 above, the initial and secondarily impacted companies agree to:
- Immediately hold an impacted companies conference call to negotiate reallocation of the resources on the release schedule developed by the first impacted company as well as any other resources not already committed.
 - Regarding personnel released by the first impacted company, secondary Requesting Companies will contact the resources (companies allocated to them to determine if those persons will agree to re-deploy or be changed out (rotated in accordance with paragraph 6.2.
- 16.4 In all emergency situations, the Requesting Company will make every effort to notify each Responding Company's mutual assistance contact 24-hours in advance of the anticipated final release of their utility personnel.

17. Requesting Company – Responsibility for Reimbursement of Expenses And Indemnification of Responding Company

- 17.1 Members understand and agree that the provision of emergency mutual assistance is a not-for-profit endeavor for Responding Companies. Therefore, the Requesting Company will reimburse all costs and expenses incurred by the Responding Company in the provision of the emergency assistance for the entire emergency assistance period as defined in paragraph 6 above.
- 17.2 If Responding Company resources are released after mobilization but before being utilized, the Requesting Company will reimburse Responding Company for all incurred preparation and travel expenses including reasonable time required to prepare the equipment for return to normal activities after returning to their point of origin.
- 17.3 During emergencies impacting more than one member, Responding Company resources may be re-assigned either: en route to the Requesting Company at an initial staging area before reaching the Requesting Company or at the Responding Company's final staging area. Additionally, resources may be assigned to assist a second Requesting Company after completing work for the initial Requesting Company. **Note:** In any of these instances, unless otherwise mutually agreed, the utility that receives the re-assigned Responding Company resources will be responsible for all Responding Company costs from the time of re-assignment.
- 17.4 Requesting Company will reimburse members for expenses incurred in the provision and management of interim staging areas (i.e. labor and miscellaneous expenses provided by the host utility to operate the staging area, but not including any Responding Company crew costs). In emergencies involving more than one Requesting Company, staging costs will be shared by Requesting Companies on a prorated basis based on the resources committed to each entering (logged into) the staging site.
- 17.5 Provided proper supporting documentation is included, the Requesting Company will pay all (preliminary and final) invoice(s) from Responding Company within 60 calendar days after receipt of invoice(s).

- 17.6 Re uesting Company shall indemnify and hold Responding Company harmless from and against any and all liability for loss, damage, cost or expense which 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 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 Responding Company under a worker s compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing emergency assistance, Re uesting 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.
- 17.7 In the event any claim or demand is made or suit or action is filed against Responding Company alleging liability for which Re uesting Company shall indemnify and hold harmless Responding Company under paragraph (17.6 above, Responding Company shall promptly notify Re uesting Company thereof, and Re uesting 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.

Section

Responding Company Procedures / Responsibilities

18. Responding Company – Responsibilities Prior to Mobilization

- 18.1 To the extent possible, the Responding Company is expected to clearly communicate the degree of devastation and working conditions that their responding employees should expect to encounter upon arrival at the emergency restoration work area.
- 18.2 To facilitate communications, the Responding Company may opt to provide a single point of contact (Coordinator to interact with the Re uesting Company.
- 18.3 Responding Company will complete and forward the *RESPONDING COMPANY INITIAL INFORMATION SHEET* before departing their home location.
- 18.4 If re uested, Responding Company will provide a copy of completed *PERSONNEL LISTING FORM* as soon as the information becomes available.
- 18.5 Responding Company s telecommunications personnel shall contact Re uesting Company s telecommunications personnel and local FCC authorities to make any temporary telecommunications arrangements.
- 18.6 Prior to traveling, Responding Company will reach agreement with the Re uesting Company regarding the provisions for Responding Company personnel to make personal long distance telephone calls during the emergency response period as described in paragraph 15.8 above. This agreement should preclude any telephone charges from any lodging facility by the Responding Company personnel, except in case of emergency local 911 calls.

18.7 Responding Company agrees not to load extra emergency stock on trucks unless specifically requested by the Requesting Company.

18.8 When Responding Company's available contractor resources have been allocated to a Requesting Company through the Joint Mobilization Conference Call procedures, the Responding Company will:

- Provide Requesting Company with contact information for their on-site contractors.
- Alert their contractors that their assistance has been requested and that they will be contacted by the Requesting Company.
- Give their contractors the Requesting Company contact information.
- Encourage their contractors to respond to the S.E.E. member's request for help with all contract crews being released from the Responding Company's work site.

19. Responding Company – Responsibilities During Emergency Assistance Period

19.1 Responding Company will handle all communication needs within their teams. This could include acquiring additional communications equipment, such as portable repeaters, to ensure continuous communication capabilities.

19.2 The Responding Company will be responsible for performing normal maintenance on their vehicles and equipment during the emergency assistance period and this work will be covered in their standard hourly/daily rates.

19.3 Responding Company will maintain daily records of time and expenses for personnel and equipment. This documentation will be provided with their preliminary invoice.

19.4 When the Requesting Company has provided specific guidance in advance that differs from that in paragraph 19.5, the Responding Company will maintain and furnish the requested documentation of expenses with their preliminary invoice.

19.5 Unless otherwise agreed prior to mobilization, members agree that Responding companies will maintain and furnish upon request receipts for all individual expenses / purchases made during the emergency assistance period in accordance with the IRS requirements in effect at the time assistance is requested.

20. Responding Company – Responsibilities End Of Emergency Assistance Period

20.1 Responding Company should submit their preliminary invoice to Requesting Company within 60 calendar days from date released by the Requesting Company. Responding Company will provide supporting documentation at the time the preliminary invoice is mailed. Requesting Utility should receive final invoice within 90 calendar days from invoice date of preliminary invoice. An *S.E.E. INVOICE COVER SHEET* shall be included with the Responding Company's billing package.

20.2 Responding Companies agree to maintain auditable records of billed expenses for emergency mutual assistance sufficient to satisfy the legal / statutory requirements and obligations incumbent upon the Requesting Company.

Attachments:

Attachment I Joint Mobilization Conference Call Outline

Attachment II Responding Company Initial Information Sheet

Attachment III Emergency Assistance Personnel Listing Form

Attachment I S.E.E. Invoice Cover Sheet

UTILITY SERVICES AGREEMENT FOR GOODS NOT READILY AVAILABLE FROM
THE MARKET, OBSOLETE OR OTHERWISE SURPLUS

This Utility Services Agreement For Goods Not Readily Available From the Market, Obsolete or Otherwise Surplus ("Agreement") is entered into as of the ____ day of _____, 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; Louisville Gas and Electric Company ("LG&E"), a public utility organized under Kentucky law; LG&E and KU Services Company ("LK Services"), a Kentucky corporation; PPL Electric Utilities Corporation ("PPL Electric"), a public utility organized under Pennsylvania law; PPL Services Corporation ("PPL Services"), a Delaware corporation; and PPL Energy Supply, LLC ("PPL Energy"), a Delaware limited liability company. Collectively, KU-ODP, LG&E, LK Services, PPL Electric, PPL Services, and PPL Energy are referred to as the "Parties."

WHEREAS, the inventories of KU-ODP, LG&E, PPL Electric, and PPL Energy from time to time contain certain goods for the provision of electric utility service which are not readily available from the market;

WHEREAS, the inventories of KU-ODP, LG&E, PPL Electric, and PPL Energy from time to time contain certain goods for the provision of electric utility service which may become obsolete or otherwise surplus inventory;

WHEREAS, KU-ODP, LG&E, PPL Electric, and PPL Energy desire an arrangement whereby they may transfer and receive from one another goods that are not readily available from the market, or are considered to be obsolete or otherwise surplus inventory;

WHEREAS, KU-ODP and LK Services desire an arrangement whereby LK Services may act as payment and billing agent for KU-ODP; and

WHEREAS, the Parties 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, intending to be legally bound, hereby agree as follows:

1. Definitions.

"Goods" shall be defined as equipment and parts routinely used for the repair, maintenance, or operation of electric utility systems in the ordinary course of business including, but is not limited to, transformers, motors, pumps, switches, and wire and cable.

"Not readily available" shall be defined to include situations where a good is not readily available in the existing marketplace and is needed to restore or maintain electric utility service in a timely fashion.

“Regulated Parties” shall be defined to include Kentucky Utilities Company, Louisville Gas and Electric Company, and PPL Electric Utilities Corporation.

2. **GOODS NOT READILY AVAILABLE.** From time to time during the term of this Agreement, the Regulated Parties and PPL Energy may supply goods that are not readily available and are needed to restore or maintain electric service in a timely fashion by the requesting Party. Such transactions will be completed only (a) upon request, (b) when the requesting Party (“Requesting Company”) believes in good faith that the goods are not readily available and are needed to restore or maintain electric service in a timely fashion and (c) the responding Party (“Responding Company”) believes in good faith that the goods can be provided without harm to the Responding Company and its native-load customers, if any. The Responding Company shall have the opportunity to provide the requested inventory, but not the obligation; and the Regulated Parties shall decline any such request where the transfer will prejudice their ability to provide reliable, high-quality electric service.

3. **OBSOLETE OR SURPLUS GOODS.** From time to time during the term of this Agreement, the Regulated Parties and PPL Energy may determine to sell goods that are obsolete or surplus inventory. Such transactions between the Parties will be completed only (a) upon request and (b) when the Responding Company that desires to sell the goods believes in good faith that the goods are obsolete or surplus inventory. The Requesting Company shall have the opportunity to purchase the obsolete or surplus inventory from the Responding Company, but not the obligation; and the Regulated Parties shall decline any such transfer where the transfer will prejudice their ability to provide reliable, high-quality electric service.

4. **COMPENSATION AND ALLOCATION.** The Party transferring goods shall be reimbursed for all costs and expenses incurred as a result of furnishing goods. Goods transferred among the Regulated Parties shall be transferred at cost. Goods transferred from PPL Energy to the Regulated Parties shall be priced at the lower of cost or market. Goods transferred from the Regulated Parties to PPL Energy shall be transferred at the higher of cost or market.

5. **TERMINATION AND MODIFICATION.** Any Party to this Agreement may terminate this Agreement by providing sixty-days written notice of such termination to the other Parties.

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.

6. **BILLING AND PAYMENT.** Payment for services provided pursuant to this Agreement shall be by making remittance of the amount billed or by making appropriate accounting entries on the books the appropriate Parties. Billing will be made after the good is received by the buyer 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. 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.

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, LG&E, or LK Services:
220 West Main Street
Louisville, Kentucky 40202
Attn: Corporate Secretary
- B. To PPL Electric, PPL Services, or PPL Energy:
2 North Ninth Street
Allentown, Pennsylvania 18101
Attn: Assistant Treasurer

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 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.

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 any Parties' rights, interests, or obligations hereunder may be made without the other Parties' 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 _____, 2014.

Kentucky Utilities Company

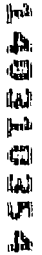
By: _____
Name: Kent W. Blake
Title: Chief Financial Officer

Louisville Gas and Electric Company

By: _____
Name: Kent W. Blake
Title: Chief Financial Officer

LG&E and KU Services Company

By: _____
Name: Kent W. Blake
Title: Chief Financial Officer





PPL Electric Utilities Corporation Company

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

LOUISVILLE GAS AND ELECTRIC COMPANY

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

Case No. 2014-00372

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. Louisville Gas & Electric 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 \$594,738. Of this amount, \$230,880 represents approximately 48.34% 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 \$363,858 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.

LOUISVILLE GAS AND ELECTRIC COMPANY

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

Case No. 2014-00372

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 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.

LG&E DSM Cost of Programs ('000)

	<u>2011</u>	<u>2012</u>	<u>2013</u>
Electric	\$9,536	\$10,820	\$15,444
Gas	\$2,020	\$3,298	\$2,562
TOTAL	\$11,556	\$14,118	\$18,006

- c. The following table displays the demand-side management program energy reductions for the three most recent calendar years.

LG&E DSM Energy Reduction (MWh)

	<u>2011</u>	<u>2012</u>	<u>2013</u>
Electric (MWh)	131,191	64,528	80,963
Gas (CCF)	272,315	304,781	600,209

- 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 LG&E is included in the load forecast. For the forecasted test year the expected energy reduction associated with DSM is 96,731MWh and 2,334,871 Ccf.

LOUISVILLE GAS AND ELECTRIC COMPANY

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

Case No. 2014-00372

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.

12 files