

## PARKING LICENSE AGREEMENT

This Parking License Agreement ("Agreement") is made and effective as of the 26<sup>th</sup> day of June, 2016, by and between Kentucky Utilities Company ("KU") and North American Stainless, Inc. ("NAS").

KU is owner of a gravel-topped area NAS desires to use temporarily for parking immediately south-southwest of KU's Ghent Power Generation Station, which area was previously used by KU's contractor, Kellogg-Brown&Root ("KBR"), as its contracting headquarters and parking for a recently completed project at the Ghent Station (the "Parking Area"). NAS is constructing major improvements to its manufacturing facility near the town of Ghent, Kentucky, and is in need of temporary use of the Parking Area for employees of its contractor companies to park their cars. NAS anticipates that its use of the Parking Area shall end in the October 2017, and this Agreement shall expire and be deemed terminated on December 31, 2017.

Consideration for this Agreement shall be ten dollars (\$10.00) paid by NAS to KU, the receipt and sufficiency of which KU hereby acknowledges, together with the mutual promises exchanged herein and the collegial goodwill of the parties that is cultivated by this Agreement.

KU does not represent or warrant that the Parking Area is suitable for NAS' intended use. NAS shall be responsible for obtaining any and all governmental approvals necessary for its use of the Parking Area. NAS shall be solely responsible for actively managing the Parking Facility to maintain its orderly use, cleanliness and to minimize any disruption of KU's operations and of local traffic transit. NAS shall indemnify and defend KU from and against any and all claims, suits, liabilities and other obligations arising from or in any way connected with NAS's and its contractors and contractors' employees use of the Parking Area. NAS shall provide KU a certificate of insurance with coverage levels in amounts and with insurers satisfactory to KU in its sole reasonable discretion and naming KU as an additional named insured, which insurance shall not be cancelled or revoked without the insurer endeavoring to provide KU at least thirty (30) days advance

written notice thereof. If at any time KU believes NAS's use of the Parking Area is inhibiting or otherwise inconveniencing KU's operations, KU shall notify NAS thereof and NAS shall immediately take action to address KU's concerns. KU shall have the right unilaterally to terminate this Agreement upon any failure by NAS to address KU's concerns within ten (10) days of KU's written notice.

NAS shall return the Parking Area to KU upon completion of its use, and in any event prior to the above-specified date, in as good or better physical condition than it was on the date of this Agreement, including placement and leveling of new gravel topping, repair or removal of fencing, renovating highway access, and any other wear and tear associated with NAS's use of the Parking Area identified by KU in its reasonable discretion for NAS to address.

All obligations of NAS specified herein shall be addressed at NAS's sole and exclusive expense. No variation, alteration, amendment or other change in the terms of this Agreement shall be effective unless expressed in a writing duly executed by authorized representatives of KU and NAS.

This Agreement is a personal contract and shall not run with title to KU's real property.

IN WITNESS WHEREOF this Agreement has been executed by its duly authorized representatives as of the date first above expressed.

North American Stainless, Inc.:  
Company:

Kentucky Utilities Co.

By: Mary Jean Riley  
Print Name:  
Title: **Mary Jean Riley**  
**Vice President Finance & Administration**  
**North American Stainless**

By: Steven B. Turner  
Steven B. Turner  
General Manager - Ghent