

**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 50**

**Responding Witness: Valerie L. Scott**

Q-50. 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-50. 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 list of professional service providers who hold a license to provide 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 since the test year of the Company's last base rate case were effective in November 2016 and were made to make this policy consistent with the Company's disbursement policy.

In addition to the list in Attachment A, the functional areas within LG&E and KU 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 their 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 pursuant to the terms of the *Outside Counsel Guidelines*. A decision on approving any change 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 under seal pursuant to a Petition for Confidential Protection.

### Treasury

Professional services contracted by Treasury 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, risk management, and claims administration.

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 has been an extension of the existing line of credit, and fees were paid in December 2015 in connection with the extension. First Mortgage Bonds were issued in September 2015, and tax exempt bond refinancings were completed in September 2016. The fees were negotiated based on the current market for transactions involved. A schedule showing rates paid by LG&E for all insurance services during the base year is included in Attachment C.

### 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. One bidding process is conducted for all of PPL's Securities and Exchange Commission registrants every 10 years. PPL and LKE negotiate multiyear fees with the selected certified public accounting firm, allowing for annual rate schedule updates for additional work performed outside 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, which has not changed since the test year of the last base rate case, is attached within Attachment D.

As a result of the bidding process conducted during 2015, the financial statement audit services are provided by Deloitte & Touche LLP under an engagement letter for the 2016 through 2018 annual audits. A copy of this engagement letter, that includes a billing schedule and hourly rates for additional work that may be performed, is included in Attachment D. An updated billing schedule is also 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 to be paid for LKE, LG&E and KU are considered to be confidential and proprietary and are being filed under seal pursuant to a Petition for Confidential 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 2018 plan year. A copy of the 2015 engagement letter 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, postretirement 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. There have been no changes since the test year of the Companies’ last base rate cases. All fees to be paid for LKE, LG&E and KU are considered to be confidential and proprietary and are being filed under seal pursuant to a Petition for Confidential Protection.

**LG&E and KU Energy LLC Policy**

Date: 11/07/2016

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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, commodities 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, commodities or services on behalf of the Company at any time.

**General Requirements**

1. All purchasing of goods, commodities or services shall be made by Standard Purchase Order, Blanket Purchase Order, Contract, Contract Purchase Agreement, Engagement Letter and /or by a Company Purchasing card to facilitate immediate payment.
2. Competitive bidding is the preferred method of procuring goods, commodities and services.
3. All purchasing related activities, approvals and authorizations shall be made in accordance with the Authority Limit Matrices.
4. All purchasing activities must adhere to the Company’s Standards of Integrity.
5. 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-contractors of prime contractors with whom it does business, comply with them as well, including, but not limited to, all applicable immigration laws.
6. The Company encourages and supports the development of diverse businesses, including entities owned by minorities, women, and Veterans as competitive sources of goods, commodities and services.
7. 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.
8. The Legal Department has developed standard commercial terms and conditions for LG&E and KU Energy contracts either through the use of the General Services Agreement, Administrative Services Agreement, through Purchase Orders, Engagement Letters 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 as the basis of the commercial agreement. Any *material* revisions to

**LG&E and KU Energy LLC Policy**

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**Purchasing**

- 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.
9. Per the Authority Limit Matrices, only designated employees are authorized to sign contracts, letters of intent, Purchase Orders, Statements of Work, Engagement Letters, agreements or enter into verbal commitments or otherwise indicate that they have the express authority to act on the Company's behalf.
  10. The Company shall not begin work or receive material prior to the issuance of a fully executed Purchase Order, Statement of Work, Contract, Contract Purchase Agreement, or Company Purchasing Card, except in an emergency.
  11. Records must be maintained in accordance with the Company's Records Management – Preservation and Retention of Records policy.  
by reference.
  12. Guidelines have been established for the purchase of the following and these Guidelines are hereby incorporated into the Purchasing Policy by reference:
    - o General Goods and Services
    - o Fuel (Coal and By-Products and Power Supply commodities and related transportation and services associated with those commodities for power generation;
    - o Gas Supply commodities for LG&E's retail gas operations, including transportation, storage and other services associated with those commodities
    - o Power Supply commodities including physical power, capacity and ancillary services;
    - o Real Estate and Right of Way; and
    - o Employee Benefit Programs.
  13. Specific criteria have been established for the purchase and/or use of any IT software, IT hardware, and third party services, including data hosting. These criteria can be found in the *Computer Hardware and Software Responsibilities Policy*, also incorporated into this Policy, by reference.
  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.

**LG&E and KU Energy LLC Policy**

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**Purchasing**

1. Disbursement Requests (see Disbursement Policy) will be used to pay for the following activities:
  - Utility payments (electric, gas, water, MSD, cell phone, land line phone, pagers, etc.);
  - Payments associated with establishing new utility services;
  - 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 the appropriate contributions expenditure type and not to advertising or miscellaneous);
  - Customer and 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 related to Treasury;
  - Inter-Company settlements;
  - Trade shows, charity and community events;
  - Foreign currency payment requests;
  - Petty cash reimbursement;
  - Settlement of Purchasing card transactions;
  - Freight charges;
  - Miscellaneous charges as approved by a Supply Chain manager (See Disbursements Policy);
  - Corporate Membership Agreements (i.e. EEI, EPRI, AGA);
  - Independent Transmission Order Studies;
  - Utility relocation transactions;
  - Fuel (coal and natural gas) transactions;
  - Power Supply transactions;
  - Real estate transactions including property rental and leases;
  - LGE and KU Energy Foundation transactions;
  - Defined benefit and contribution plan transactions.
  
2. The CEO and any designee of the CEO are exempted from *General Requirement 12* of the Purchasing Policy.

**LG&E and KU Energy LLC Policy**

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**Purchasing**

**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 Financial 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, 6/1/2015, 11/07/2016.

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  - Corporate Membership Agreements (i.e. EEI, EPRI, AGA);
  - Independent Transmission Order Studies;
  - Utility ~~Relocation~~relocation transactions;
  - Fuel (coal and natural gas) transactions;
  - ~~Gas Supply transactions~~
  - Power Supply transactions;
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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
ABSG CONSULTING INC	LKS	103834	104233	req 121893 / Jody Grizz / ref cpa 103834 / Get PO Number for ABSG Consulting, Inc for third party review of substations	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	410855	26-May-2016	\$16,450.00
ABSG CONSULTING INC	LKS	103834	104233	req 121893 / Jody Grizz / ref cpa 103834 / Get PO Number for ABSG Consulting, Inc for third party review of substations	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	4108770	21-Jul-2016	\$16,450.00
ABSG CONSULTING INC	LKS	103834	104233	req 121893 / Jody Grizz / ref cpa 103834 / Get PO Number for ABSG Consulting, Inc for third party review of substations	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	4108298D	28-Mar-2016	\$16,450.00
ACCENTURE LLP	LKS	110959	112976	Req 128475 / Samantha Stickler / Ref cpa 110959 / September 2016 Consulting Fees and Expenses for AMS Assessment - Invoice 1100183880	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1100183880	28-Sep-2016	\$166,011.53
ACCENTURE LLP	LKS	110959	112976	Req 128475 / Samantha Stickler / Ref cpa 110959 / September 2016 Consulting Fees and Expenses for AMS Assessment - Invoice 1100183880	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1100183880	28-Sep-2016	\$71,147.80
ACCENTURE LLP	LKS	110959	112976	Req 128475 / Samantha Stickler / Ref cpa 110959 / September 2016 Consulting Fees and Expenses for AMS Assessment - Invoice 1100183880	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1100183880	28-Sep-2016	\$237,159.33
ACCENTURE LLP	LKS	110959	113767	Req 129070 / Samantha Stickler / Ref cpa 110959 / October 2016 Consulting Fees for AMS Assessment	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1100192804	28-Oct-2016	\$90,562.50
ACCENTURE LLP	LKS	110959	113767	Req 129070 / Samantha Stickler / Ref cpa 110959 / October 2016 Consulting Fees for AMS Assessment	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1100192804	28-Oct-2016	\$38,812.50
ACCENTURE LLP	LKS	110959	113767	Req 129070 / Samantha Stickler / Ref cpa 110959 / October 2016 Consulting Fees for AMS Assessment	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1100192804	28-Oct-2016	\$129,375.00
ADM ENGINEERING LLC	LGE	465384	465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060747	06-May-2016	\$3,715.18
ADM ENGINEERING LLC	LGE	465384	465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060748	31-May-2016	\$4,339.57
ADM ENGINEERING LLC	LGE	465384	465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060749	08-Jul-2016	\$4,675.36
ADM ENGINEERING LLC	LGE	465384	465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060750	10-Aug-2016	\$3,583.89
ADM ENGINEERING LLC	LGE	465384	465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060751	09-Sep-2016	\$2,948.91
ADM ENGINEERING LLC	LGE	465384	465384	TRIMBLE COUNTY to provide Project Management and Engineering Services for TC Ash Pond and Land Fill projects	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	060752	04-Oct-2016	\$2,523.16
AGE ENGINEERING SERVICES INC	LGE	952509	952587	REQ 894012/Beatty, Stephen A/894012 / Beatty / AGE Inv. 0016027-IN CPA 952509	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016027IN	06-Apr-2016	\$8,405.00
AGE ENGINEERING SERVICES INC	LGE	886393	950819	pay invoice 0016033in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016033IN	02-Mar-2016	\$1,055.00
AGE ENGINEERING SERVICES INC	LGE	886393	961863	pay invoice 0016053in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016053IN	02-Mar-2016	\$1,175.00
AGE ENGINEERING SERVICES INC	LKS		105111	REQ 122571/Pulliam, John R/Purchase Rebuild Radio Sites - Beattyville Survey	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0016064IN	26-May-2016	\$2,852.35
AGE ENGINEERING SERVICES INC	LGE	886393	954634	pay invoice 0016114in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016114IN	05-May-2016	\$1,671.25
AGE ENGINEERING SERVICES INC	LGE	886393	961857	pay invoice 0016142in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016142IN	02-Jun-2016	\$4,807.50
AGE ENGINEERING SERVICES INC	LGE	886393	959084	pay invoice 0016146in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016146IN	06-Jul-2016	\$600.00
AGE ENGINEERING SERVICES INC	LGE	886393	959085	pay invoice 0016147in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016147IN	06-Jul-2016	\$956.25
AGE ENGINEERING SERVICES INC	LGE		954982	REQ 895077/Rankin, Tracy/AGE Engineering - Order - Justin Rossi	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0016151IN	30-Jun-2016	\$1,520.00
AGE ENGINEERING SERVICES INC	LGE	886393	958040	pay invoice 0016166in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016166IN	01-Jul-2016	\$4,331.25
AGE ENGINEERING SERVICES INC	LGE	886393	959086	pay invoice 0016169in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016169IN	06-Jul-2016	\$525.00
AGE ENGINEERING SERVICES INC	LGE	886393	959087	pay invoice 0016179in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016179IN	06-Jul-2016	\$525.00
AGE ENGINEERING SERVICES INC	LGE	886393	959088	pay invoice 0016196in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016196IN	06-Jul-2016	\$243.75
AGE ENGINEERING SERVICES INC	LGE	886393	958039	pay invoice 0016197in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016197IN	01-Jul-2016	\$2,723.75
AGE ENGINEERING SERVICES INC	LGE	886393	959089	pay invoice 0016198in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016198IN	06-Jul-2016	\$93.75
AGE ENGINEERING SERVICES INC	LGE	886393	959090	pay invoice 0016202in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016202IN	21-Jul-2016	\$412.50
AGE ENGINEERING SERVICES INC	LGE	957641	965009	REQ 900602/ Hiner, Bradley W/cpa 957641/AGE SURVEY FOR EARLY TIMES EASEMENT/INVOICE 0016214-IN DATED 10/3/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016214IN	03-Oct-2016	\$3,250.00
AGE ENGINEERING SERVICES INC	LGE	957641	965009	REQ 900602/ Hiner, Bradley W/cpa 957641/AGE SURVEY FOR EARLY TIMES EASEMENT/INVOICE 0016214-IN DATED 10/3/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016214IN	03-Oct-2016	\$332.50
AGE ENGINEERING SERVICES INC	LGE	957641	965009	REQ 900602/ Hiner, Bradley W/cpa 957641/AGE SURVEY FOR EARLY TIMES EASEMENT/INVOICE 0016214-IN DATED 10/3/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016214IN	03-Oct-2016	\$735.00
AGE ENGINEERING SERVICES INC	LGE	957641	965009	REQ 900602/ Hiner, Bradley W/cpa 957641/AGE SURVEY FOR EARLY TIMES EASEMENT/INVOICE 0016214-IN DATED 10/3/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016214IN	03-Oct-2016	\$292.50
AGE ENGINEERING SERVICES INC	LGE	957641	965009	REQ 900602/ Hiner, Bradley W/cpa 957641/AGE SURVEY FOR EARLY TIMES EASEMENT/INVOICE 0016214-IN DATED 10/3/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016214IN	03-Oct-2016	\$450.00
AGE ENGINEERING SERVICES INC	LGE	957641	965009	REQ 900602/ Hiner, Bradley W/cpa 957641/AGE SURVEY FOR EARLY TIMES EASEMENT/INVOICE 0016214-IN DATED 10/3/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016214IN	03-Oct-2016	\$680.00
AGE ENGINEERING SERVICES INC	LGE	957641	965009	REQ 900602/ Hiner, Bradley W/cpa 957641/AGE SURVEY FOR EARLY TIMES EASEMENT/INVOICE 0016214-IN DATED 10/3/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016214IN	03-Oct-2016	\$2,681.25
AGE ENGINEERING SERVICES INC	LGE	957641	965009	REQ 900602/ Hiner, Bradley W/cpa 957641/AGE SURVEY FOR EARLY TIMES EASEMENT/INVOICE 0016214-IN DATED 10/3/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016214IN	03-Oct-2016	\$709.15
AGE ENGINEERING SERVICES INC	LGE	958650	963424	REQ 899726/Beatty, Stephen A/899726 /cpa958650/ St Helens AGE Inv 0016228-IN	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0016228IN	28-Sep-2016	\$3,827.50
AGE ENGINEERING SERVICES INC	LGE	886393	952631	pay invoice 15105fin	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	15105FIN	06-Apr-2016	\$1,444.60
AGE ENGINEERING SERVICES INC	LGE	886393	954431	pay invoice 16053bin	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	16053BIN	07-Apr-2016	\$2,185.00

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
AGE ENGINEERING SERVICES INC	LGE	886393	961864	pay invoice 16053cin	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	16053CIN	02-Jun-2016	\$1,258.57
AGE ENGINEERING SERVICES INC	LGE	886393	961330	pay invoice 16197bin	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	16197BIN	26-Aug-2016	\$1,257.50
ALSTOM POWER INC	LGE	929911	932675	DEDICATED ENGINEERING SERVICES - STACY RITCHEY	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95141766	02-Nov-2015	\$23,073.50
ALSTOM POWER INC	LGE	929911	932675	DEDICATED ENGINEERING SERVICES - STACY RITCHEY	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95150221	01-Mar-2016	\$23,073.50
ALSTOM POWER INC	LGE	929911	932675	DEDICATED ENGINEERING SERVICES - STACY RITCHEY	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95150223	01-Mar-2016	\$23,073.50
ALSTOM POWER INC	LGE	929911	932675	DEDICATED ENGINEERING SERVICES - STACY RITCHEY	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95153083	01-Apr-2016	\$23,073.50
ALSTOM POWER INC	LGE	943692	954519	Mill Creek Unit 3 Release and Settlement Agreement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95155829	02-May-2016	\$35,000.00
ALSTOM POWER INC	LGE	943692	954519	Mill Creek Unit 3 Release and Settlement Agreement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95155829	02-May-2016	\$76,000.00
ALSTOM POWER INC	LGE	929911	932675	DEDICATED ENGINEERING SERVICES - STACY RITCHEY	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95156302	08-May-2016	\$23,073.50
ALSTOM POWER INC	LGE		956049	Alstom - MC work (929911)	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	95157745	25-May-2016	\$4,527.60
ALSTOM POWER INC	LGE		956049	Alstom - MC work (929911)	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	95157745	25-May-2016	\$509.36
ALSTOM POWER INC	LGE		956049	Alstom - MC work (929911)	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	95157745	25-May-2016	\$509.37
ALSTOM POWER INC	LGE	929911	955674	DEDICATED ENGINEERING SERVICES - Chuck Horine	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95159822	24-Jun-2016	\$23,715.33
ALSTOM POWER INC	LGE	943692	958170	Mill Creek Unit 3 Release and Settlement Agreement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95160060	28-Jun-2016	\$35,000.00
ALSTOM POWER INC	LGE	943692	958170	Mill Creek Unit 3 Release and Settlement Agreement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95160060	28-Jun-2016	\$76,000.00
ALSTOM POWER INC	LGE	929911	955674	DEDICATED ENGINEERING SERVICES - Chuck Horine	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95161341	21-Jul-2016	\$23,715.33
ALSTOM POWER INC	LGE	949332	960454	Mill Creek 3 Burner Testing and Tuning Support Spring 2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95161414	22-Jul-2016	\$57,092.48
ALSTOM POWER INC	LGE	949332	960454	Mill Creek 3 Burner Testing and Tuning Support Spring 2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95161414	22-Jul-2016	\$3,884.25
ALSTOM POWER INC	LGE	929911	955674	DEDICATED ENGINEERING SERVICES - Chuck Horine	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95163137	24-Aug-2016	\$23,715.33
ALSTOM POWER INC	LGE	949332	961364	Mill Creek 3 Burner Testing and Tuning Support Spring 2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95163138	24-Aug-2016	\$13,796.87
ALSTOM POWER INC	LGE	949332	961364	Mill Creek 3 Burner Testing and Tuning Support Spring 2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95163138	24-Aug-2016	\$28,172.00
ALSTOM POWER INC	LGE	949332	961364	Mill Creek 3 Burner Testing and Tuning Support Spring 2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95163138	24-Aug-2016	\$5,000.00
ALSTOM POWER INC	LGE	929911	955674	DEDICATED ENGINEERING SERVICES - Chuck Horine	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95163530	31-Aug-2016	\$23,715.33
ALSTOM POWER INC	LGE	929911	955674	DEDICATED ENGINEERING SERVICES - Chuck Horine	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95167373	03-Nov-2016	\$23,715.33
ALSTOM POWER INC	LGE	929911	955674	DEDICATED ENGINEERING SERVICES - Chuck Horine	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95167607	08-Nov-2016	\$23,715.33
AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE INC	LGE		947325	Lenhart Geotechnical Engineering PR pipeline	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N11411087	15-Mar-2016	\$44,850.00
AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE INC	LGE		947325	Lenhart Geotechnical Engineering PR pipeline	SOLE SOURCED DOCUMENT	SOLE SOURCE ITEM	N29122706	13-Apr-2016	\$24,150.00
AMEC FOSTER WHEELER KAMTECH INC	LGE		901499	TRIMBLE COUNTY EAC EPC Agreement per Joan Lipp (PO 561363 Closed 3/19/14)	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	90300716	09-Mar-2016	\$483,698.00
AMEC FOSTER WHEELER KAMTECH INC	LGE		901499	TRIMBLE COUNTY EAC EPC Agreement per Joan Lipp (PO 561363 Closed 3/19/14)	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	90301516	16-Mar-2016	\$748,000.00
AMEC FOSTER WHEELER KAMTECH INC	LGE		901499	TRIMBLE COUNTY EAC EPC Agreement per Joan Lipp (PO 561363 Closed 3/19/14)	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	90400816	06-Apr-2016	\$1,125,013.00
AMEC FOSTER WHEELER KAMTECH INC	LGE		901499	TRIMBLE COUNTY EAC EPC Agreement per Joan Lipp (PO 561363 Closed 3/19/14)	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	90500216	02-May-2016	\$240,960.00
AMEC FOSTER WHEELER KAMTECH INC	LGE		901499	TRIMBLE COUNTY EAC EPC Agreement per Joan Lipp (PO 561363 Closed 3/19/14)	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	90800716	03-Aug-2016	\$42,139.00
AMEC FOSTER WHEELER KAMTECH INC	LGE		901499	TRIMBLE COUNTY EAC EPC Agreement per Joan Lipp (PO 561363 Closed 3/19/14)	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	91000616	05-Oct-2016	\$57,403.00
AMERICAN ENGINEERS INC	LGE	892963	953036	pay invoice 97886	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	97886	31-Mar-2016	\$3,305.00
AMERICAN ENGINEERS INC	LGE	892963	954632	pay invoice 98081	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	98081	02-May-2016	\$6,960.00
AMERICAN ENGINEERS INC	LGE	892963	954460	pay invoice 98082	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	98082	06-May-2016	\$2,000.00
AMERICAN ENGINEERS INC	LGE	892963	963101	pay invoice 98130	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	98130	01-Jun-2016	\$595.00
AMERICAN ENGINEERS INC	LGE	892963	958042	pay invoice 98285	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	98285	29-Jun-2016	\$1,856.50
AMERICAN ENGINEERS INC	LGE	892963	958041	pay invoice 98286	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	98286	29-Jun-2016	\$5,892.00
AMERICAN ENGINEERS INC	LGE	892963	961042	pay invoice 98448	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	98448	27-Jul-2016	\$3,030.00
AMERICAN ENGINEERS INC	LGE	892963	961041	pay invoice 98449	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	98449	27-Jul-2016	\$2,271.00
AMERICAN ENGINEERS INC	LGE	892963	960961	pay invoice 98598	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	98598	17-Aug-2016	\$2,990.00
AMERICAN ENGINEERS INC	LGE	892963	960963	pay invoice 98599	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	98599	17-Aug-2016	\$1,020.00
ASSOCIATED ENGINEERS INC	LGE	954664	957427	MC Limestone Conveyor Inspection - J. Thompson	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	132590	20-Jun-2016	\$8,700.00

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
ATC GROUP SERVICES LLC	LGE		954412	REQ 894915/Lenhardt, Brian/Invoice 194975/ATC soil sampling work on Chemours property to satisfy easement agreement.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	1949757	09-May-2016	\$2,890.00
ATC GROUP SERVICES LLC	LKS		111476	Req 127283 / Patty Rose / INVOICE #1968738, DATED 8/16/2016	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	1968738	16-Aug-2016	\$6,450.00
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1218116	11-Feb-2016	\$9,232.05
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1218116	11-Feb-2016	\$8,521.85
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1218116	11-Feb-2016	\$16,771.28
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1218116	11-Feb-2016	\$1,711.29
BLACK AND VEATCH CORP	LKS	97163	105292	122687/John Pulliam/Ref CPA 97163/Goods/Nine Lines	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1219284	29-Feb-2016	\$2,800.00
BLACK AND VEATCH CORP	LKS	97163	105292	122687/John Pulliam/Ref CPA 97163/Goods/Nine Lines	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1219284	29-Feb-2016	\$540.00
BLACK AND VEATCH CORP	LKS	97163	105292	122687/John Pulliam/Ref CPA 97163/Goods/Nine Lines	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1219284	29-Feb-2016	\$121.50
BLACK AND VEATCH CORP	LKS	97163	105292	122687/John Pulliam/Ref CPA 97163/Goods/Nine Lines	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1219284	29-Feb-2016	\$3,080.00
BLACK AND VEATCH CORP	LKS	97163	105292	122687/John Pulliam/Ref CPA 97163/Goods/Nine Lines	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1219284	29-Feb-2016	\$4,050.00
BLACK AND VEATCH CORP	LKS	97163	105292	122687/John Pulliam/Ref CPA 97163/Goods/Nine Lines	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1219284	29-Feb-2016	\$445.50
BLACK AND VEATCH CORP	LKS	97163	105292	122687/John Pulliam/Ref CPA 97163/Goods/Nine Lines	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1219284	29-Feb-2016	\$283.50
BLACK AND VEATCH CORP	LKS	97163	105292	122687/John Pulliam/Ref CPA 97163/Goods/Nine Lines	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1219284	29-Feb-2016	\$737.24
BLACK AND VEATCH CORP	LKS	97163	105292	122687/John Pulliam/Ref CPA 97163/Goods/Nine Lines	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1219284	29-Feb-2016	\$600.00
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1219939	10-Mar-2016	\$3,754.95
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1219939	10-Mar-2016	\$4,144.08
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1219939	10-Mar-2016	\$8,160.36
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1219939	10-Mar-2016	\$853.96
BLACK AND VEATCH CORP	LKS	102294	106248	Slack, Eric\ Invoice # 1220576 - 2016.3.18	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1220576	18-Mar-2016	\$25,000.00
BLACK AND VEATCH CORP	LGE	823567	951673	PAYMENT OF INV 1196877 BLACK & VEATCH	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1220825	23-Mar-2016	\$4,457.54
BLACK AND VEATCH CORP	LGE	823567	949764	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1220828	23-Mar-2016	\$10,112.47
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1221674	08-Apr-2016	\$3,091.92
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1221674	08-Apr-2016	\$3,631.10
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1221674	08-Apr-2016	\$10,162.27
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1221674	08-Apr-2016	\$502.43
BLACK AND VEATCH CORP	LGE	823567	949764	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1221954	22-Apr-2016	\$10,112.47
BLACK AND VEATCH CORP	LGE	823567	953511	PAYMENT OF INV 1196877 BLACK & VEATCH	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1221957	22-Apr-2016	\$4,457.54
BLACK AND VEATCH CORP	LKS	97163	107295	124143/John Pulliam/Ref CPA 97163/Six Lines/Labor, Expenses and Per Diem for Contract Period 2/6/2016 thru 4/1/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1222727	21-Apr-2016	\$4,620.00
BLACK AND VEATCH CORP	LKS	97163	107295	124143/John Pulliam/Ref CPA 97163/Six Lines/Labor, Expenses and Per Diem for Contract Period 2/6/2016 thru 4/1/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1222727	21-Apr-2016	\$12,420.00
BLACK AND VEATCH CORP	LKS	97163	107295	124143/John Pulliam/Ref CPA 97163/Six Lines/Labor, Expenses and Per Diem for Contract Period 2/6/2016 thru 4/1/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1222727	21-Apr-2016	\$1,296.00
BLACK AND VEATCH CORP	LKS	97163	107295	124143/John Pulliam/Ref CPA 97163/Six Lines/Labor, Expenses and Per Diem for Contract Period 2/6/2016 thru 4/1/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1222727	21-Apr-2016	\$162.00
BLACK AND VEATCH CORP	LKS	97163	107295	124143/John Pulliam/Ref CPA 97163/Six Lines/Labor, Expenses and Per Diem for Contract Period 2/6/2016 thru 4/1/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1222727	21-Apr-2016	\$1,462.31
BLACK AND VEATCH CORP	LKS	97163	107295	124143/John Pulliam/Ref CPA 97163/Six Lines/Labor, Expenses and Per Diem for Contract Period 2/6/2016 thru 4/1/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1222727	21-Apr-2016	\$1,600.00
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1223568	13-May-2016	\$2,774.49
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1223568	13-May-2016	\$4,329.12
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1223568	13-May-2016	\$8,153.17

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1223568	13-May-2016	\$1,516.33
BLACK AND VEATCH CORP	LGE	823567	949764	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1224755	25-May-2016	\$10,112.47
BLACK AND VEATCH CORP	LGE	823567	955369	PAYMENT OF INV 1196877 BLACK & VEATCH	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1224756	25-May-2016	\$4,457.54
BLACK AND VEATCH CORP	LKS	97163	108448	req 125012 / john pulliam / ref cpa 97163 / Radio System Consulting Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1224776	25-May-2016	\$420.00
BLACK AND VEATCH CORP	LKS	97163	108448	req 125012 / john pulliam / ref cpa 97163 / Radio System Consulting Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1224776	25-May-2016	\$18,630.00
BLACK AND VEATCH CORP	LKS	97163	108448	req 125012 / john pulliam / ref cpa 97163 / Radio System Consulting Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1224776	25-May-2016	\$648.00
BLACK AND VEATCH CORP	LKS	97163	108448	req 125012 / john pulliam / ref cpa 97163 / Radio System Consulting Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1224776	25-May-2016	\$81.00
BLACK AND VEATCH CORP	LKS	97163	108448	req 125012 / john pulliam / ref cpa 97163 / Radio System Consulting Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1224776	25-May-2016	\$820.09
BLACK AND VEATCH CORP	LKS	97163	108448	req 125012 / john pulliam / ref cpa 97163 / Radio System Consulting Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1224776	25-May-2016	\$800.00
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1225585	10-Jun-2016	\$2,255.31
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1225585	10-Jun-2016	\$3,402.53
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1225585	10-Jun-2016	\$5,011.66
BLACK AND VEATCH CORP	LKS	953078	958115	Dattilo, Gus Invoice # 1225807	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1225807	14-Jun-2016	\$53,902.73
BLACK AND VEATCH CORP	LKS	953078	958115	Dattilo, Gus Invoice # 1225807	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1225807	14-Jun-2016	\$53,902.72
BLACK AND VEATCH CORP	LGE	823567	957429	PAYMENT OF INV 1196877 BLACK & VEATCH	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1226607	23-Jun-2016	\$4,457.54
BLACK AND VEATCH CORP	LGE	823567	949764	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1226612	23-Jun-2016	\$10,112.47
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1227297	08-Jul-2016	\$7,816.85
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1227297	08-Jul-2016	\$2,102.46
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1227297	08-Jul-2016	\$3,579.26
BLACK AND VEATCH CORP	LGE	823567	959027	PAYMENT OF INV 1196877 BLACK & VEATCH	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1228260	21-Jul-2016	\$4,457.54
BLACK AND VEATCH CORP	LGE	823567	949764	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1228272	21-Jul-2016	\$10,112.47
BLACK AND VEATCH CORP	LKS	97163	110566	req 126596 / John Pulliam / ref cpa 97163 / lines 1-3	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1228788	29-Jul-2016	\$16,537.50
BLACK AND VEATCH CORP	LKS	97163	110566	req 126596 / John Pulliam / ref cpa 97163 / lines 1-3	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1228788	29-Jul-2016	\$567.00
BLACK AND VEATCH CORP	LKS	97163	110566	req 126596 / John Pulliam / ref cpa 97163 / lines 1-3	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1228788	29-Jul-2016	\$81.00
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1229175	11-Aug-2016	\$1,335.93
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1229175	11-Aug-2016	\$2,907.75
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1229175	11-Aug-2016	\$6,955.54
BLACK AND VEATCH CORP	LKS	97163	111081	req 127000 / John Pulliam / ref cpa 97163 / lines 1-4	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1229425	12-Aug-2016	\$560.00
BLACK AND VEATCH CORP	LKS	97163	111081	req 127000 / John Pulliam / ref cpa 97163 / lines 1-4	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1229425	12-Aug-2016	\$5,940.00
BLACK AND VEATCH CORP	LKS	97163	111081	req 127000 / John Pulliam / ref cpa 97163 / lines 1-4	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1229425	12-Aug-2016	\$202.50
BLACK AND VEATCH CORP	LKS	97163	111081	req 127000 / John Pulliam / ref cpa 97163 / lines 1-4	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1229425	12-Aug-2016	\$150.00
BLACK AND VEATCH CORP	LGE	823567	961265	PAYMENT OF INV 1196877 BLACK & VEATCH	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1230336	25-Aug-2016	\$4,457.54
BLACK AND VEATCH CORP	LGE	823567	949764	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1230338	25-Aug-2016	\$10,112.47
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1231124	08-Sep-2016	\$948.09
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1231124	08-Sep-2016	\$2,422.95
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	1231124	08-Sep-2016	\$6,329.47
BLACK AND VEATCH CORP	LKS	102294	112707	Slack, Eric // Integrate PI Asset Framework	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1231852	16-Sep-2016	\$12,086.45
BLACK AND VEATCH CORP	LGE	823567	963544	PAYMENT OF INV 1196877 BLACK & VEATCH	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1232386	28-Sep-2016	\$4,457.54

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
BLACK AND VEATCH CORP	LGE	823567	949764	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1232397	28-Sep-2016	\$10,112.47
BLACK AND VEATCH CORP	LKS	97163	112683	Req 128231 / John Pulliam / Ref cpa 97163 / Radio Consulting Services Radio Systems Engineer for the period 7/2/2016 to 8/5/2016, Radio Consulting Services Accounting for the period 7/2/2016 to 8/5/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1232735	30-Sep-2016	\$10,462.50
BLACK AND VEATCH CORP	LKS	97163	112683	Req 128231 / John Pulliam / Ref cpa 97163 / Radio Consulting Services Radio Systems Engineer for the period 7/2/2016 to 8/5/2016, Radio Consulting Services Accounting for the period 7/2/2016 to 8/5/2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1232735	30-Sep-2016	\$283.50
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROponent	1232832	06-Oct-2016	\$589.70
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROponent	1232832	06-Oct-2016	\$1,174.65
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROponent	1232832	06-Oct-2016	\$2,222.54
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROponent	1232832	06-Oct-2016	\$5,855.68
BLACK AND VEATCH CORP	LGE		863516	Mill Creek ECR Air Owner's Engineer Services	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROponent	1232832	06-Oct-2016	\$32.65
BLACK AND VEATCH CORP	LKS	102294	113670	Slack, Eric// Integrate PI Assist Framework	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1233700	17-Oct-2016	\$7,079.75
BLACK AND VEATCH CORP	LGE	823567	965121	PAYMENT OF INV 1196877 BLACK & VEATCH	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1234344	26-Oct-2016	\$4,457.54
BLACK AND VEATCH CORP	LGE	823567	949764	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1234346	26-Oct-2016	\$10,112.47
BURNS AND MC DONNELL	LKS		110044	REQ 126157/Jones, LaVita D/BURNS & McDONNELL Invoice# 83716-6	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	837166	29-Jun-2016	\$169.95
BURNS AND MC DONNELL	LGE	893628	929592	For Cloverport Substation EPCM Services- Breaker Replacement Process for Cloverport and future planned replacements	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	850829	29-Jan-2016	\$12,518.38
BURNS AND MC DONNELL	LGE	893628	935938	For Manslick Substation EPCM Services- Protection design to install new 44.8MVA x1mr (TR2)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	858596	23-Dec-2015	\$61,043.67
BURNS AND MC DONNELL	LGE	893628	935938	For Manslick Substation EPCM Services- Protection design to install new 44.8MVA x1mr (TR2)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	858597	26-Jan-2016	\$48,868.00
BURNS AND MC DONNELL	LGE	893628	930811	For Manslick Substation EPCM Services- Engineering design to install new 44.8MVA x1mr (TR2)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	858598	17-Oct-2016	\$20,314.00
BURNS AND MC DONNELL	LGE	893628	930811	For Manslick Substation EPCM Services- Engineering design to install new 44.8MVA x1mr (TR2)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	858599	28-Oct-2016	\$26,876.00
BURNS AND MC DONNELL	LGE	893628	948655	For MSD Substation EPCM Services- 69kV bus tie breaker installation	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	888052	17-Oct-2016	\$7,643.36
BURNS AND MC DONNELL	LGE	893628	943277	For Mud Lane Substation EPCM Services- Breaker Replacements- 6676(69KV) and 3877(138KV)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	889571	26-Jan-2016	\$33,019.50
BURNS AND MC DONNELL	LGE	893628	943277	For Mud Lane Substation EPCM Services- Breaker Replacements- 6676(69KV) and 3877(138KV)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	889572	24-Feb-2016	\$5,127.88
BURNS AND MC DONNELL	LGE	893628	957224	For Mud Lane Substation EPCM Services- 69kV and 138kV cap & pin insulator replacements	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	929751	31-Aug-2016	\$14,750.38
BURNS AND MC DONNELL	LGE	893628	957224	For Mud Lane Substation EPCM Services- 69kV and 138kV cap & pin insulator replacements	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	929752	11-Oct-2016	\$22,953.62
BURNS AND MC DONNELL	LGE	893628	949970	For Middletown Substation Drawing Detailing for Breaker Replacement Process- EPCM Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	8508212	30-Jun-2016	\$3,510.00
CFW ASSOCIATED ENGINEERS INC	LGE		960865	Req 898484 / Fabian Lipp / Engineering Service for Upgrade of Oil Containment at Magazine Substation per attached invoice.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45929003	12-Aug-2016	\$234.00
CFW ASSOCIATED ENGINEERS INC	LGE		960865	Req 898484 / Fabian Lipp / Engineering Service for Upgrade of Oil Containment at Magazine Substation per attached invoice.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45937001	12-Aug-2016	\$2,106.00
CFW ASSOCIATED ENGINEERS INC	LGE		962331	REQ 899229/ Lipp, Fabian/ Engineering services for upgrade of oil containment at West Point Substation Invoice #459-37-002	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45937002	09-Sep-2016	\$1,012.50
CFW ASSOCIATED ENGINEERS INC	LGE		964598	REQ 900435/ Lipp, Fabian/ Engineering services for upgrade of oil containment at West Point Substation per inv 459-37-003	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45937003	11-Oct-2016	\$486.00
CH2M HILL ENGINEERS INC	LGE	896133	950370	MILL CREEK and OHIO FALLS to pay invoice 381059026B Environmental Protection Agency (EPA) Effluent Limitation Guidelines Compliance Study - Phase 1	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	381059026B	08-Mar-2016	\$30,567.87
CH2M HILL ENGINEERS INC	LGE	896133	951013	MILL CREEK and OHIO FALLS to pay invoice 381060210B Environmental Protection Agency (EPA) Effluent Limitation Guidelines Compliance Study - Phase 1	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	381060210B	18-Mar-2016	\$26,350.89
CH2M HILL ENGINEERS INC	LGE	896133	954112	MILL CREEK and OHIO FALLS to pay invoice 381064559B Environmental Protection Agency (EPA) Effluent Limitation Guidelines Compliance Study - Phase 1	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	381064559B	03-May-2016	\$9,687.90
CH2M HILL ENGINEERS INC	LGE	896133	954112	MILL CREEK and OHIO FALLS to pay invoice 381064559B Environmental Protection Agency (EPA) Effluent Limitation Guidelines Compliance Study - Phase 1	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	381064559B	03-May-2016	\$9,687.89
CH2M HILL ENGINEERS INC	LGE	896133	956274	MILL CREEK and OHIO FALLS to pay invoice 381068254B Environmental Protection Agency (EPA) Effluent Limitation Guidelines Compliance Study - Phase 1	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	381068254B	08-Jun-2016	\$18,426.03
CH2M HILL ENGINEERS INC	LGE	896133	956274	MILL CREEK and OHIO FALLS to pay invoice 381068254B Environmental Protection Agency (EPA) Effluent Limitation Guidelines Compliance Study - Phase 1	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	381068254B	08-Jun-2016	\$18,426.03
CH2M HILL ENGINEERS INC	LGE	896133	958233	MILL CREEK and OHIO FALLS to pay invoice 381071575LGE Environmental Protection Agency (EPA) Effluent Limitation Guidelines Compliance Study - Phase 1 - Joe Strickland NAICS# 541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	381071575LGE	08-Jul-2016	\$8,955.67
CH2M HILL ENGINEERS INC	LGE	896133	958233	MILL CREEK and OHIO FALLS to pay invoice 381071575LGE Environmental Protection Agency (EPA) Effluent Limitation Guidelines Compliance Study - Phase 1 - Joe Strickland NAICS# 541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	381071575LGE	08-Jul-2016	\$8,955.67

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
CH2M HILL ENGINEERS INC	LGE	896133	961779	MILL CREEK and OHIO FALLS to pay invoice 381077511LGE Environmental Protection Agency (EPA) Effluent Limitation Guidelines Compliance Study - Phase 1 - Joe Strickland NAICS# 541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	381077511LGE	06-Sep-2016	\$17,247.74
CH2M HILL ENGINEERS INC	LGE	896133	961779	MILL CREEK and OHIO FALLS to pay invoice 381077511LGE Environmental Protection Agency (EPA) Effluent Limitation Guidelines Compliance Study - Phase 1 - Joe Strickland NAICS# 541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	381077511LGE	06-Sep-2016	\$17,247.74
CH2M HILL ENGINEERS INC	LGE	896133	961866	MILL CREEK and OHIO FALLS to pay invoice 381077730LGE Environmental Protection Agency (EPA) Effluent Limitation Guidelines Compliance Study - Phase 1 - Joe Strickland NAICS# 541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	381077730LGE	07-Sep-2016	\$14,997.83
CH2M HILL ENGINEERS INC	LGE	896133	961866	MILL CREEK and OHIO FALLS to pay invoice 381077730LGE Environmental Protection Agency (EPA) Effluent Limitation Guidelines Compliance Study - Phase 1 - Joe Strickland NAICS# 541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	381077730LGE	07-Sep-2016	\$14,997.83
CH2M HILL ENGINEERS INC	LGE	896133	963457	MILL CREEK and OHIO FALLS to pay invoice 381080281LGE Environmental Protection Agency (EPA) Effluent Limitation Guidelines Compliance Study - Phase 1 - Joe Strickland NAICS# 541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	381080281LGE	30-Sep-2016	\$6,255.34
CH2M HILL ENGINEERS INC	LGE	896133	963457	MILL CREEK and OHIO FALLS to pay invoice 381080281LGE Environmental Protection Agency (EPA) Effluent Limitation Guidelines Compliance Study - Phase 1 - Joe Strickland NAICS# 541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	381080281LGE	30-Sep-2016	\$6,255.33
DAGENHART CONSULTING SERVICES PC	LKS		110402	INVOICE # 113 - RETAINER FOR GENERAL CONSULTATION, SPECIAL PROJECTS & LITIGATION FOR LG&E AND KU.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	113	31-Jul-2016	\$2,000.00
DAGENHART CONSULTING SERVICES PC	LKS		110402	INVOICE # 113 - RETAINER FOR GENERAL CONSULTATION, SPECIAL PROJECTS & LITIGATION FOR LG&E AND KU.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	113	31-Jul-2016	\$1,500.00
DAGENHART CONSULTING SERVICES PC	LKS		110402	INVOICE # 113 - RETAINER FOR GENERAL CONSULTATION, SPECIAL PROJECTS & LITIGATION FOR LG&E AND KU.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	113	31-Jul-2016	\$500.00
DAVIES CONSULTING INC	LKS	101227	110403	REQ 126188 - K. Steinmetz - 7.12.16 / Grid modernization and system improvements / Davies Consulting Invoice #16-0004	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	160004	08-Jul-2016	\$26,475.00
DAVIES CONSULTING INC	LKS	101227	110403	REQ 126188 - K. Steinmetz - 7.12.16 / Grid modernization and system improvements / Davies Consulting Invoice #16-0004	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	160004	08-Jul-2016	\$40,346.83
DAVIES CONSULTING INC	LKS	101227	111244	Req 127004 / Clyde Madison / Ref cpa 101227 / Davies Consulting Invoice #16-0021	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	160021	09-Aug-2016	\$28,350.00
DAVIES CONSULTING INC	LKS	101227	111244	Req 127004 / Clyde Madison / Ref cpa 101227 / Davies Consulting Invoice #16-0021	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	160021	09-Aug-2016	\$15,484.28
DAVIES CONSULTING INC	LKS	101227	112478	Req 128017 / Clyde Madison / Ref cpa 101227 / K. Steinmetz - 9.21.16 / Grid modernization and system improvements / Davies Consulting Invoice #16-0043	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	160043	13-Sep-2016	\$14,570.65
DAVIES CONSULTING INC	LKS	101227	112478	Req 128017 / Clyde Madison / Ref cpa 101227 / K. Steinmetz - 9.21.16 / Grid modernization and system improvements / Davies Consulting Invoice #16-0043	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	160043	13-Sep-2016	\$3,075.00
DAVIES CONSULTING INC	LKS	101227	113340		REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	160065	11-Oct-2016	\$3,142.85
DAVIES CONSULTING INC	LKS	101227	113340		REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	160065	11-Oct-2016	\$3,075.00
DAVIES CONSULTING INC	LKS	101227	105294		SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	160108	03-Mar-2016	\$15,459.68
DAVIES CONSULTING INC	LKS	101227	105294		SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	160108	03-Mar-2016	\$15,459.69
DAVIES CONSULTING INC	LKS	101227	106129	req 123217 / Clyde Madison / K. Steinmetz - 3.9.16 / White paper related to T and D grid modernization and system improvements / Invoice #16-0211	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	160211	09-Mar-2016	\$17,340.44
DAVIES CONSULTING INC	LKS	101227	106129	req 123217 / Clyde Madison / K. Steinmetz - 3.9.16 / White paper related to T and D grid modernization and system improvements / Invoice #16-0211	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	160211	09-Mar-2016	\$17,340.45
DAVIES CONSULTING INC	LKS	101227	106940	K. Steinmetz - 4.11.16 / Grid modernization and system improvements / Davies Consulting Invoice #16-0307	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	160307	07-Apr-2016	\$7,038.02
DAVIES CONSULTING INC	LKS	101227	106940	K. Steinmetz - 4.11.16 / Grid modernization and system improvements / Davies Consulting Invoice #16-0307	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	160307	07-Apr-2016	\$7,038.02
DAVIES CONSULTING INC	LKS	101227	109210	req 125564 / Clyde Madison / K. Steinmetz - 4.11.16 / Grid modernization and system improvements / Davies Consulting Invoice #16-0307	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	160501	08-Jun-2016	\$2,922.18
DAVIES CONSULTING INC	LKS	101227	109210	req 125564 / Clyde Madison / K. Steinmetz - 4.11.16 / Grid modernization and system improvements / Davies Consulting Invoice #16-0307	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	160501	08-Jun-2016	\$2,922.19
E MAX INC	LKS		105911	123115/John Power/Not to be linked to a contract. RE: Ad-Hoc Service/Invoice# 15482 - 2/25/16 - Level III Energy Analysis for Hunting Creek Country Club	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	15482	25-Feb-2016	\$1,500.00
EMERSON PROCESS MGT PWR AND WTR SOLUTIONS INC	LGE	936537	950405	PAYMENT OF INVOICE - EMERSON POWER & WATER SOLUTIONS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9056790	29-Feb-2016	\$102,311.68
EMERSON PROCESS MGT PWR AND WTR SOLUTIONS INC	LGE	936537	953200	PAYMENT OF INVOICE - EMERSON POWER & WATER SOLUTIONS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9059462	12-Apr-2016	\$74,510.20
EMERSON PROCESS MGT PWR AND WTR SOLUTIONS INC	LGE	936537	955449	PAYMENT OF INVOICE - EMERSON POWER & WATER SOLUTIONS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9059732	03-May-2016	\$20,474.69
EMERSON PROCESS MGT PWR AND WTR SOLUTIONS INC	LGE	936537	959328	PAYMENT OF INVOICE - EMERSON POWER & WATER SOLUTIONS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9060212	06-Jun-2016	\$25,431.46
EN ENGINEERING LLC	LGE		955921	REQ 895706/Rankin, Tracy/Engineering - Payment - INV. 0061755 - Eric Benge	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0061755	10-Sep-2015	\$3,672.76
FARMER AND HUMBLE	LKS		107393	REQ 124223 / Wessling, Sandra W / Monthly tax and accounting services' split 50/50 between LG&E and KU' starting new PO with new charge numbers	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER050116	01-May-2016	\$700.00
FARMER AND HUMBLE	LKS		107393	REQ 124223 / Wessling, Sandra W / Monthly tax and accounting services' split 50/50 between LG&E and KU' starting new PO with new charge numbers	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER050116	01-May-2016	\$700.00
FARMER AND HUMBLE	LKS		107393	REQ 124223 / Wessling, Sandra W / Monthly tax and accounting services' split 50/50 between LG&E and KU' starting new PO with new charge numbers	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER060116	01-Jun-2016	\$700.00

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FARMER AND HUMBLE	LKS		107393	REQ 124223 / Wessling, Sandra W / Monthly tax and accounting services' split 50/50 between LG&E and KU' starting new PO with new charge numbers	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER060116	01-Jun-2016	\$700.00
FARMER AND HUMBLE	LKS		107393	REQ 124223 / Wessling, Sandra W / Monthly tax and accounting services' split 50/50 between LG&E and KU' starting new PO with new charge numbers	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER070116	01-Jul-2016	\$700.00
FARMER AND HUMBLE	LKS		107393	REQ 124223 / Wessling, Sandra W / Monthly tax and accounting services' split 50/50 between LG&E and KU' starting new PO with new charge numbers	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER070116	01-Jul-2016	\$700.00
FARMER AND HUMBLE	LKS		107393	REQ 124223 / Wessling, Sandra W / Monthly tax and accounting services' split 50/50 between LG&E and KU' starting new PO with new charge numbers	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER080116	01-Aug-2016	\$700.00
FARMER AND HUMBLE	LKS		107393	REQ 124223 / Wessling, Sandra W / Monthly tax and accounting services' split 50/50 between LG&E and KU' starting new PO with new charge numbers	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER080116	01-Aug-2016	\$700.00
FARMER AND HUMBLE	LKS		107393	REQ 124223 / Wessling, Sandra W / Monthly tax and accounting services' split 50/50 between LG&E and KU' starting new PO with new charge numbers	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER090116	01-Sep-2016	\$700.00
FARMER AND HUMBLE	LKS		107393	REQ 124223 / Wessling, Sandra W / Monthly tax and accounting services' split 50/50 between LG&E and KU' starting new PO with new charge numbers	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER090116	01-Sep-2016	\$700.00
FARMER AND HUMBLE	LKS		107393	REQ 124223 / Wessling, Sandra W / Monthly tax and accounting services' split 50/50 between LG&E and KU' starting new PO with new charge numbers	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER100116	01-Oct-2016	\$700.00
FARMER AND HUMBLE	LKS		107393	REQ 124223 / Wessling, Sandra W / Monthly tax and accounting services' split 50/50 between LG&E and KU' starting new PO with new charge numbers	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER100116	01-Oct-2016	\$700.00
FINANCIAL CONCEPTS & APPLICATIONS INC	LKS		109872	req 126062 / Judy Schooler / Research and Analysis of ROE	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FINANC063016	30-Jun-2016	\$705.00
FINANCIAL CONCEPTS & APPLICATIONS INC	LKS		109872	req 126062 / Judy Schooler / Research and Analysis of ROE	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FINANC063016	30-Jun-2016	\$795.00
FINANCIAL CONCEPTS & APPLICATIONS INC	LKS		113852	Req 129152 / Judy Schooler / Research, Analysis, and Testimony Preparation of Testimony Re: Fair Rate of Return on Equity for LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FINANC093016	30-Sep-2016	\$1,431.00
FINANCIAL CONCEPTS & APPLICATIONS INC	LKS		113852	Req 129152 / Judy Schooler / Research, Analysis, and Testimony Preparation of Testimony Re: Fair Rate of Return on Equity for LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FINANC093016	30-Sep-2016	\$988.20
FINANCIAL CONCEPTS & APPLICATIONS INC	LKS		113852	Req 129152 / Judy Schooler / Research, Analysis, and Testimony Preparation of Testimony Re: Fair Rate of Return on Equity for LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FINANC093016	30-Sep-2016	\$280.80
GAI CONSULTANTS INC	LGE		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072) NAICS #541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2098832	10-Feb-2016	\$3,357.47
GAI CONSULTANTS INC	LGE		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072) NAICS #541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2098832	10-Feb-2016	\$3,637.25
GAI CONSULTANTS INC	LGE		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072) NAICS #541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2099686	08-Mar-2016	\$11,166.23
GAI CONSULTANTS INC	LGE		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072) NAICS #541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2099686	08-Mar-2016	\$12,096.75
GAI CONSULTANTS INC	LGE		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072) NAICS #541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2100580	11-Apr-2016	\$138,620.01
GAI CONSULTANTS INC	LGE		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072) NAICS #541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2100580	11-Apr-2016	\$108,558.24
GAI CONSULTANTS INC	LGE		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072) NAICS #541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2100580	11-Apr-2016	\$30,061.77
GAI CONSULTANTS INC	LGE		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072) NAICS #541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2100580	11-Apr-2016	(\$108,558.24)
GAI CONSULTANTS INC	LGE		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072) NAICS #541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2100580	11-Apr-2016	(\$138,620.01)
GAI CONSULTANTS INC	LGE		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072) NAICS #541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2100580	11-Apr-2016	\$117,604.75
GAI CONSULTANTS INC	LGE		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072) NAICS #541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2100580	11-Apr-2016	(\$117,604.75)
GAI CONSULTANTS INC	LGE		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072) NAICS #541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2100580	11-Apr-2016	\$32,566.92
GAI CONSULTANTS INC	LGE		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072) NAICS #541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2100580	11-Apr-2016	\$150,171.67
GAI CONSULTANTS INC	LGE		558858	TRIMBLE COUNTY Detailed Engineering Design, Permit Support, and Implementation for TC Landfill (Original PO 50072) NAICS #541330	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	2100580	11-Apr-2016	(\$150,171.67)
HDR ENGINEERING INC	LKS	94238	101476	Manahan, Mike:\ Energy Storage Test Site Design Engineering - 5/10/13	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200012864	22-Sep-2016	\$18,867.39
HDR ENGINEERING INC	LKS	94238	101476	Manahan, Mike:\ Energy Storage Test Site Design Engineering - 5/10/13	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00474482H	26-Jan-2016	\$7,843.59
HDR ENGINEERING INC	LKS	94238	101476	Manahan, Mike:\ Energy Storage Test Site Design Engineering - 5/10/13	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	00477817H	23-Feb-2016	\$73.41
LEONARD ENGINEERING PLLC	LGE		964494	PAY INVOICE 127, HUMANA HEADQUARTERS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	127	06-Oct-2016	\$4,476.38
LEONARD ENGINEERING PLLC	LGE		964497	PAY INVOICE 128, STEWARTS VAULT	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	128	06-Oct-2016	\$2,092.50
LEONARD ENGINEERING PLLC	LGE		956706	PAY INVOICE 2998, STRUCTUAL ENGINERRS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2998	07-Jun-2016	\$3,935.00
LEONARD ENGINEERING PLLC	LGE		956706	PAY INVOICE 2998, STRUCTUAL ENGINERRS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2998	07-Jun-2016	\$300.00
LEONARD ENGINEERING PLLC	LGE		956706	PAY INVOICE 2998, STRUCTUAL ENGINERRS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2998	07-Jun-2016	\$46.00
LIGHTRIVER TECHNOLOGIES INC	LKS	95120	112614	Req 128179 / Jason Finn / Ref cpa 95120 / OTN project professional services 6/18/16 - 9/14/16	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1750	22-Sep-2016	\$58,365.00
LINEBACH FUNKHOUSER INC	LGE	946331	957361	req 896490 / Patty Rose / ref cpa 946331 / LINEBACH FUNKHOUSER, INC. - BECKMAN - SPCC ASSISTANCE (SPCC Certifications & Plan/Figure Updates) - INVOICE #8197 - 2016-06-17	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6197	17-Jun-2016	\$660.00

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
LINEBACH FUNKHOUSER INC	LGE	946331	961604	Req 898853 / Patty Rose / Ref cpa 946331 / LINEBACH FUNKHOUSER, INC. - BECKMAN - SPC ASSISTANCE & TASK 2-LG&E - INVOICE #6269	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6269	31-Aug-2016	\$4,400.00
MESA ASSOCIATES INC	LGE	893665	938527	For Kenwood Substation 6638 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	104166	23-Feb-2016	\$5,720.00
MESA ASSOCIATES INC	LGE	893665	938525	For Seminole Substation 6638 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	104167	23-Feb-2016	\$6,065.00
MESA ASSOCIATES INC	LGE	893665	941854	For Trimble County Sub 138kV Bus Tie Breaker - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	104171	23-Feb-2016	\$3,217.50
MESA ASSOCIATES INC	LGE	893665	942618	For Mill Creek Substation P&C engineering for 345kV HVPCB 8 & 9 replacement - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	104172	23-Feb-2016	\$13,000.00
MESA ASSOCIATES INC	LGE	893665	942527	For MSD West Co Substation Transclosure install - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	104173	23-Feb-2016	\$14,797.50
MESA ASSOCIATES INC	LGE	893665	944038	For Mill Creek Switching Substation removal of Unit 3 controls - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	104176	23-Feb-2016	\$10,620.00
MESA ASSOCIATES INC	LGE	893665	938527	For Kenwood Substation 6638 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	105243	18-Mar-2016	\$473.12
MESA ASSOCIATES INC	LGE	893665	938525	For Seminole Substation 6638 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	105244	18-Mar-2016	\$675.00
MESA ASSOCIATES INC	LGE	893665	941854	For Trimble County Sub 138kV Bus Tie Breaker - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	105245	18-Mar-2016	\$345.00
MESA ASSOCIATES INC	LGE	893665	942618	For Mill Creek Substation P&C engineering for 345kV HVPCB 8 & 9 replacement - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	105246	18-Mar-2016	\$14,250.00
MESA ASSOCIATES INC	LGE	893665	942527	For MSD West Co Substation Transclosure install - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	105247	18-Mar-2016	\$14,852.50
MESA ASSOCIATES INC	LGE	893665	944038	For Mill Creek Switching Substation removal of Unit 3 controls - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	105250	18-Mar-2016	\$12,625.00
MESA ASSOCIATES INC	LGE	893665	947698	For Appliance Park Substation DFR Installation - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	105251	18-Mar-2016	\$14,370.00
MESA ASSOCIATES INC	LGE	893665	947643	For Grade Lane Substation DFR Installation - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	105252	18-Mar-2016	\$2,980.00
MESA ASSOCIATES INC	LGE	893665	948437	For Mud Lane Substation Line 3877 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	105256	18-Mar-2016	\$3,380.00
MESA ASSOCIATES INC	LGE	893665	948440	For Okolona Substation Line 3877 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	105257	18-Mar-2016	\$4,945.00
MESA ASSOCIATES INC	LGE	893665	938525	For Seminole Substation 6638 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	106810	28-Apr-2016	\$95.00
MESA ASSOCIATES INC	LGE	893665	941854	For Trimble County Sub 138kV Bus Tie Breaker - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	106812	28-Apr-2016	\$20.00
MESA ASSOCIATES INC	LGE	893665	942618	For Mill Creek Substation P&C engineering for 345kV HVPCB 8 & 9 replacement - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	106813	28-Apr-2016	\$7,185.00
MESA ASSOCIATES INC	LGE	893665	942527	For MSD West Co Substation Transclosure install - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	106814	28-Apr-2016	\$900.00
MESA ASSOCIATES INC	LGE	893665	944038	For Mill Creek Switching Substation removal of Unit 3 controls - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	106817	28-Apr-2016	\$9,970.00
MESA ASSOCIATES INC	LGE	893665	947698	For Appliance Park Substation DFR Installation - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	106818	28-Apr-2016	\$8,490.00
MESA ASSOCIATES INC	LGE	893665	947643	For Grade Lane Substation DFR Installation - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	106819	28-Apr-2016	\$10,345.00
MESA ASSOCIATES INC	LGE	893665	948437	For Mud Lane Substation Line 3877 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	106824	28-Apr-2016	\$15,115.00
MESA ASSOCIATES INC	LGE	893665	948440	For Okolona Substation Line 3877 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	106825	28-Apr-2016	\$8,140.00
MESA ASSOCIATES INC	LGE	893665	942618	For Mill Creek Substation P&C engineering for 345kV HVPCB 8 & 9 replacement - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	107781	24-May-2016	\$495.00
MESA ASSOCIATES INC	LGE	893665	942527	For MSD West Co Substation Transclosure install - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	107782	24-May-2016	\$60.00
MESA ASSOCIATES INC	LGE	893665	944038	For Mill Creek Switching Substation removal of Unit 3 controls - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	107784	24-May-2016	\$180.00
MESA ASSOCIATES INC	LGE	893665	947698	For Appliance Park Substation DFR Installation - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	107785	24-May-2016	\$5,130.00
MESA ASSOCIATES INC	LGE	893665	947643	For Grade Lane Substation DFR Installation - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	107786	24-May-2016	\$6,820.00
MESA ASSOCIATES INC	LGE	893665	948437	For Mud Lane Substation Line 3877 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	107791	24-May-2016	\$8,665.00
MESA ASSOCIATES INC	LGE	893665	948440	For Okolona Substation Line 3877 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	107792	24-May-2016	\$10,685.00
MESA ASSOCIATES INC	LGE	893665	938525	For Seminole Substation 6638 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	108620	16-Jun-2016	\$300.00
MESA ASSOCIATES INC	LGE	893665	941854	For Trimble County Sub 138kV Bus Tie Breaker - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	108623	16-Jun-2016	\$440.00
MESA ASSOCIATES INC	LGE	893665	942618	For Mill Creek Substation P&C engineering for 345kV HVPCB 8 & 9 replacement - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	108624	16-Jun-2016	\$95.00
MESA ASSOCIATES INC	LGE	893665	942527	For MSD West Co Substation Transclosure install - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	108625	16-Jun-2016	\$75.00
MESA ASSOCIATES INC	LGE	893665	944038	For Mill Creek Switching Substation removal of Unit 3 controls - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	108627	16-Jun-2016	\$26.00
MESA ASSOCIATES INC	LGE	893665	947698	For Appliance Park Substation DFR Installation - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	108628	16-Jun-2016	\$2,785.00
MESA ASSOCIATES INC	LGE	893665	947643	For Grade Lane Substation DFR Installation - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	108629	16-Jun-2016	\$7,790.00
MESA ASSOCIATES INC	LGE	893665	948437	For Mud Lane Substation Line 3877 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	108633	16-Jun-2016	\$3,211.12
MESA ASSOCIATES INC	LGE	893665	948440	For Okolona Substation Line 3877 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	108634	16-Jun-2016	\$5,055.00
MESA ASSOCIATES INC	LGE	893665	938525	For Seminole Substation 6638 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	110082	18-Jul-2016	\$1,480.00
MESA ASSOCIATES INC	LGE	893665	942527	For MSD West Co Substation Transclosure install - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	110083	18-Jul-2016	\$35.00

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
MESA ASSOCIATES INC	LGE	893665	947698	For Appliance Park Substation DFR Installation - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	110085	18-Jul-2016	\$135.00
MESA ASSOCIATES INC	LGE	893665	947643	For Grade Lane Substation DFR Installation - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	110086	18-Jul-2016	\$1,580.00
MESA ASSOCIATES INC	LGE	893665	948437	For Mud Lane Substation Line 3877 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	110090	18-Jul-2016	\$1,515.00
MESA ASSOCIATES INC	LGE	893665	948440	For Okolona Substation Line 3877 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	110091	18-Jul-2016	\$1,865.00
MESA ASSOCIATES INC	LGE	893665	957842	For Centerfird Substation Line 6686 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	111243	29-Aug-2016	\$8,255.00
MESA ASSOCIATES INC	LGE	893665	957843	For Crestwood Substation Line 6686 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	111244	29-Aug-2016	\$2,535.00
MESA ASSOCIATES INC	LGE	893665	957846	For WHAS Substation Line 6686 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	111245	29-Aug-2016	\$3,820.00
MESA ASSOCIATES INC	LGE	893665	942618	For Mill Creek Substation P&C engineering for 345kV HVPCB 8 & 9 replacement - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	112374	30-Sep-2016	\$4,190.00
MESA ASSOCIATES INC	LGE	893665	957842	For Centerfird Substation Line 6686 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	112387	30-Sep-2016	\$8,925.00
MESA ASSOCIATES INC	LGE	893665	957843	For Crestwood Substation Line 6686 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	112388	30-Sep-2016	\$12,900.00
MESA ASSOCIATES INC	LGE	893665	957846	For WHAS Substation Line 6686 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	112389	30-Sep-2016	\$13,365.00
MESA ASSOCIATES INC	LGE	893665	960361	For Mill Creek Substation Breaker MC0-4533 Replacement - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	112391	30-Sep-2016	\$2,355.00
OPS PLUS INC	LGE	927384	950055	Inv. 08177 : Contract labor & transp. - Outdoor lighting: 02-15-2016 through 02-28-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08177	29-Feb-2016	\$992.06
OPS PLUS INC	LGE	927384	950055	Inv. 08177 : Contract labor & transp. - Outdoor lighting: 02-15-2016 through 02-28-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08177	29-Feb-2016	\$1,320.20
OPS PLUS INC	LGE	927384	950055	Inv. 08177 : Contract labor & transp. - Outdoor lighting: 02-15-2016 through 02-28-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08177	29-Feb-2016	\$1,400.33
OPS PLUS INC	LGE	927384	950055	Inv. 08177 : Contract labor & transp. - Outdoor lighting: 02-15-2016 through 02-28-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08177	29-Feb-2016	\$4,857.27
OPS PLUS INC	LGE	927384	950055	Inv. 08177 : Contract labor & transp. - Outdoor lighting: 02-15-2016 through 02-28-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08177	29-Feb-2016	\$4,697.01
OPS PLUS INC	LGE	927384	950055	Inv. 08177 : Contract labor & transp. - Outdoor lighting: 02-15-2016 through 02-28-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08177	29-Feb-2016	\$150.80
OPS PLUS INC	LGE	927384	950055	Inv. 08177 : Contract labor & transp. - Outdoor lighting: 02-15-2016 through 02-28-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08177	29-Feb-2016	\$150.00
OPS PLUS INC	LGE	927384	951039	Inv. 08201 : Contract labor & transp. - Outdoor lighting: 02-29-2016 through 03-13-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08201	14-Mar-2016	\$1,722.21
OPS PLUS INC	LGE	927384	951039	Inv. 08201 : Contract labor & transp. - Outdoor lighting: 02-29-2016 through 03-13-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08201	14-Mar-2016	\$137.28
OPS PLUS INC	LGE	927384	951039	Inv. 08201 : Contract labor & transp. - Outdoor lighting: 02-29-2016 through 03-13-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08201	14-Mar-2016	\$1,328.62
OPS PLUS INC	LGE	927384	951039	Inv. 08201 : Contract labor & transp. - Outdoor lighting: 02-29-2016 through 03-13-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08201	14-Mar-2016	\$5,025.52
OPS PLUS INC	LGE	927384	951039	Inv. 08201 : Contract labor & transp. - Outdoor lighting: 02-29-2016 through 03-13-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08201	14-Mar-2016	\$4,767.28
OPS PLUS INC	LGE	927384	951039	Inv. 08201 : Contract labor & transp. - Outdoor lighting: 02-29-2016 through 03-13-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08201	14-Mar-2016	\$1,328.60
OPS PLUS INC	LGE	927384	951039	Inv. 08201 : Contract labor & transp. - Outdoor lighting: 02-29-2016 through 03-13-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08201	14-Mar-2016	\$177.39
OPS PLUS INC	LGE	927384	951039	Inv. 08201 : Contract labor & transp. - Outdoor lighting: 02-29-2016 through 03-13-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08201	14-Mar-2016	\$170.00
OPS PLUS INC	LGE	927384	951917	Inv. 08217 : Contract labor & transp. - Outdoor lighting: 03-14-2016 through 03-27-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08217	28-Mar-2016	\$1,096.90
OPS PLUS INC	LGE	927384	951917	Inv. 08217 : Contract labor & transp. - Outdoor lighting: 03-14-2016 through 03-27-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08217	28-Mar-2016	\$311.62
OPS PLUS INC	LGE	927384	951917	Inv. 08217 : Contract labor & transp. - Outdoor lighting: 03-14-2016 through 03-27-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08217	28-Mar-2016	\$1,528.37
OPS PLUS INC	LGE	927384	951917	Inv. 08217 : Contract labor & transp. - Outdoor lighting: 03-14-2016 through 03-27-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08217	28-Mar-2016	\$1,447.83
OPS PLUS INC	LGE	927384	951917	Inv. 08217 : Contract labor & transp. - Outdoor lighting: 03-14-2016 through 03-27-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08217	28-Mar-2016	\$4,441.49
OPS PLUS INC	LGE	927384	951917	Inv. 08217 : Contract labor & transp. - Outdoor lighting: 03-14-2016 through 03-27-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08217	28-Mar-2016	\$3,837.23
OPS PLUS INC	LGE	927384	951917	Inv. 08217 : Contract labor & transp. - Outdoor lighting: 03-14-2016 through 03-27-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08217	28-Mar-2016	\$1,265.27
OPS PLUS INC	LGE	927384	951917	Inv. 08217 : Contract labor & transp. - Outdoor lighting: 03-14-2016 through 03-27-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08217	28-Mar-2016	\$177.29
OPS PLUS INC	LGE	927384	951917	Inv. 08217 : Contract labor & transp. - Outdoor lighting: 03-14-2016 through 03-27-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08217	28-Mar-2016	\$150.00
OPS PLUS INC	LGE	927384	952895	Inv. 08253 : Contract labor & transp. - Outdoor lighting: 03-28-2016 through 04-10-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08253	11-Apr-2016	\$1,604.96
OPS PLUS INC	LGE	927384	952895	Inv. 08253 : Contract labor & transp. - Outdoor lighting: 03-28-2016 through 04-10-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08253	11-Apr-2016	\$175.54
OPS PLUS INC	LGE	927384	952895	Inv. 08253 : Contract labor & transp. - Outdoor lighting: 03-28-2016 through 04-10-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08253	11-Apr-2016	\$1,253.88
OPS PLUS INC	LGE	927384	952895	Inv. 08253 : Contract labor & transp. - Outdoor lighting: 03-28-2016 through 04-10-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08253	11-Apr-2016	\$1,334.90
OPS PLUS INC	LGE	927384	952895	Inv. 08253 : Contract labor & transp. - Outdoor lighting: 03-28-2016 through 04-10-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08253	11-Apr-2016	\$4,859.64
OPS PLUS INC	LGE	927384	952895	Inv. 08253 : Contract labor & transp. - Outdoor lighting: 03-28-2016 through 04-10-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08253	11-Apr-2016	\$4,431.39
OPS PLUS INC	LGE	927384	952895	Inv. 08253 : Contract labor & transp. - Outdoor lighting: 03-28-2016 through 04-10-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08253	11-Apr-2016	\$1,213.37
OPS PLUS INC	LGE	927384	952895	Inv. 08253 : Contract labor & transp. - Outdoor lighting: 03-28-2016 through 04-10-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08253	11-Apr-2016	\$224.63



Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
OPS PLUS INC	LGE	927384	961647	Inv. 08455 : Contract labor & transp. - Outdoor lighting: 08-15-2016 through 08-28-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08455	29-Aug-2016	\$200.00
OPS PLUS INC	LGE	927384	961647	Inv. 08455 : Contract labor & transp. - Outdoor lighting: 08-15-2016 through 08-28-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08455	29-Aug-2016	\$100.80
OPS PLUS INC	LGE	927384	962398	Inv. 08474 : Contract labor & transp. - Outdoor lighting: 08-29-2016 through 09-11-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08474	12-Sep-2016	\$5,624.23
OPS PLUS INC	LGE	927384	962398	Inv. 08474 : Contract labor & transp. - Outdoor lighting: 08-29-2016 through 09-11-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08474	12-Sep-2016	\$4,292.64
OPS PLUS INC	LGE	927384	962398	Inv. 08474 : Contract labor & transp. - Outdoor lighting: 08-29-2016 through 09-11-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08474	12-Sep-2016	\$230.00
OPS PLUS INC	LGE	927384	962398	Inv. 08474 : Contract labor & transp. - Outdoor lighting: 08-29-2016 through 09-11-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08474	12-Sep-2016	\$181.12
OPS PLUS INC	LGE	927384	963466	Inv. 08496 : Contract labor & transp. - Outdoor lighting: 09-12-2016 through 09-25-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08496	26-Sep-2016	\$6,617.82
OPS PLUS INC	LGE	927384	963466	Inv. 08496 : Contract labor & transp. - Outdoor lighting: 09-12-2016 through 09-25-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08496	26-Sep-2016	\$4,246.17
OPS PLUS INC	LGE	927384	963466	Inv. 08496 : Contract labor & transp. - Outdoor lighting: 09-12-2016 through 09-25-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08496	26-Sep-2016	\$300.00
OPS PLUS INC	LGE	927384	963466	Inv. 08496 : Contract labor & transp. - Outdoor lighting: 09-12-2016 through 09-25-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08496	26-Sep-2016	\$138.70
OPS PLUS INC	LGE	927384	964285	Inv. 08519 : Contract labor & transp. - Outdoor lighting: 09-26-2016 through 10-09-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08519	10-Oct-2016	\$6,603.98
OPS PLUS INC	LGE	927384	964285	Inv. 08519 : Contract labor & transp. - Outdoor lighting: 09-26-2016 through 10-09-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08519	10-Oct-2016	\$4,548.02
OPS PLUS INC	LGE	927384	964285	Inv. 08519 : Contract labor & transp. - Outdoor lighting: 09-26-2016 through 10-09-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08519	10-Oct-2016	\$231.50
OPS PLUS INC	LGE	927384	964285	Inv. 08519 : Contract labor & transp. - Outdoor lighting: 09-26-2016 through 10-09-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08519	10-Oct-2016	\$200.00
OPS PLUS INC	LGE	927384	965407	Inv. 08533 : Contract labor & transp. - Outdoor lighting: 10-10-2016 through 10-23-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08533	24-Oct-2016	\$5,516.44
OPS PLUS INC	LGE	927384	965407	Inv. 08533 : Contract labor & transp. - Outdoor lighting: 10-10-2016 through 10-23-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08533	24-Oct-2016	\$4,047.64
OPS PLUS INC	LGE	927384	965407	Inv. 08533 : Contract labor & transp. - Outdoor lighting: 10-10-2016 through 10-23-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08533	24-Oct-2016	\$200.00
OPS PLUS INC	LGE	927384	965407	Inv. 08533 : Contract labor & transp. - Outdoor lighting: 10-10-2016 through 10-23-2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	08533	24-Oct-2016	\$173.60
PREMIER APS INC	LKS	96634	105393	February Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140120	29-Feb-2016	\$8,550.00
PREMIER APS INC	LKS	96634	105393	February Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140120	29-Feb-2016	\$12,600.00
PREMIER APS INC	LKS	96660	96782	Vaughn, Debbie:\ Replacement of Evolution Document Management PO	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140124	28-Mar-2016	\$384.60
PREMIER APS INC	LKS	96634	107048	March Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140126	31-Mar-2016	\$9,090.00
PREMIER APS INC	LKS	96634	107048	March Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140126	31-Mar-2016	\$7,860.00
PREMIER APS INC	LKS	96634	107048	March Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140126	31-Mar-2016	\$3,469.20
PREMIER APS INC	LKS	96634	107048	March Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140126	31-Mar-2016	\$3,513.60
PREMIER APS INC	LKS	96634	107048	March Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140126	31-Mar-2016	\$37.20
PREMIER APS INC	LKS	96660	96782	Vaughn, Debbie:\ Replacement of Evolution Document Management PO	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140133	28-Apr-2016	\$3,060.00
PREMIER APS INC	LGE	96660	96782	Vaughn, Debbie:\ Replacement of Evolution Document Management PO	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140133	28-Apr-2016	\$3,060.00
PREMIER APS INC	LKS	96634	107725	April Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140134	30-Apr-2016	\$8,550.00
PREMIER APS INC	LKS	96634	107725	April Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140134	30-Apr-2016	\$1,920.00
PREMIER APS INC	LKS	96634	107725	April Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140134	30-Apr-2016	\$3,499.20
PREMIER APS INC	LKS	96634	107725	April Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140134	30-Apr-2016	\$3,543.60
PREMIER APS INC	LKS	96634	107725	April Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140134	30-Apr-2016	\$37.20
PREMIER APS INC	LKS	96634	108697	May Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140141	31-May-2016	\$6,780.00
PREMIER APS INC	LKS	96634	108697	May Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140141	31-May-2016	\$1,500.00
PREMIER APS INC	LKS	96660	96782	Vaughn, Debbie:\ Replacement of Evolution Document Management PO	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140142	01-Jun-2016	\$1,560.00
PREMIER APS INC	LGE	96660	96782	Vaughn, Debbie:\ Replacement of Evolution Document Management PO	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140142	01-Jun-2016	\$1,560.00
PREMIER APS INC	LKS	96634	109800	June Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140147	30-Jun-2016	\$3,000.00
PREMIER APS INC	LKS	96634	109800	June Consulting Services - Ross Lister, Mitchell Clay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	140147	30-Jun-2016	\$8,640.00
STANTEC	LGE	929968	931232	STANTEC - MC HORIZONTAL EXPANSION (929968)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1029317	29-Mar-2016	\$1,255.00
STANTEC	LGE	948143	957711	PAYMENT OF INVOICES-STANTEC	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1068177	30-Jun-2016	\$4,102.34
STRUCTURAL INTEGRITY ASSOC INC	LGE	951026	959056	Afiyet, Hamit:\ Invoice # 45901	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45901	30-Jun-2016	\$138,017.00
STRUCTURAL INTEGRITY ASSOC INC	LGE	951026	959056	Afiyet, Hamit:\ Invoice # 45901	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	45901	30-Jun-2016	\$50,303.00
STRUCTURAL INTEGRITY ASSOC INC	LGE		948417	WO#6750867 / T. TURNER / TC2 2B BFPT PHASED ARRAY ULTRASONIC INSPECTION	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45962	14-Jul-2016	\$14,800.00

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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
THE CADMUS GROUP INC	LKS	93135	106204	req 123353 / John Hayden / ref cpa 93135 / Cadmus invoice for EE Ind Potential Study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV222195	16-Mar-2016	\$20,593.64
THE CADMUS GROUP INC	LKS	93135	106204	req 123353 / John Hayden / ref cpa 93135 / Cadmus invoice for EE Ind Potential Study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV222195	16-Mar-2016	\$20,593.64
THE CADMUS GROUP INC	LKS	93135	107041	REQ 123966 / Hayden, John A / REQ 93135 / Cadmus invoice for EE Ind Potential Study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV223704	12-Apr-2016	\$4,797.50
THE CADMUS GROUP INC	LKS	93135	107041	REQ 123966 / Hayden, John A / REQ 93135 / Cadmus invoice for EE Ind Potential Study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV223704	12-Apr-2016	\$4,797.50
THE CADMUS GROUP INC	LKS	106824	109141	req 125528 / john hayden / ref cpa 106824 / Invoice for 2016 Cadmus EE Res/Comm Pot Study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV224759	07-Jun-2016	\$12,000.00
THE CADMUS GROUP INC	LKS	106824	109141	req 125528 / john hayden / ref cpa 106824 / Invoice for 2016 Cadmus EE Res/Comm Pot Study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV224759	07-Jun-2016	\$6,720.00
THE CADMUS GROUP INC	LKS	106824	109141	req 125528 / john hayden / ref cpa 106824 / Invoice for 2016 Cadmus EE Res/Comm Pot Study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV224759	07-Jun-2016	\$5,280.00
THE CADMUS GROUP INC	LKS	93135	108294	req 124906 / john hayden / ref cpa 93135 / June 2015 invoice from Cadmus for EE Ind. Pot. Survey	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV224942	06-May-2016	\$3,965.75
THE CADMUS GROUP INC	LKS	93135	108294	req 124906 / john hayden / ref cpa 93135 / June 2015 invoice from Cadmus for EE Ind. Pot. Survey	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV224942	06-May-2016	\$3,965.75
THE CADMUS GROUP INC	LKS	93135	109663	req 125903 / john hayden / ref cpa 93135 / June 2015 invoice from Cadmus for EE Ind. Pot. Survey	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV227196	27-Jun-2016	\$493.00
THE CADMUS GROUP INC	LKS	93135	109663	req 125903 / john hayden / ref cpa 93135 / June 2015 invoice from Cadmus for EE Ind. Pot. Survey	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV227196	27-Jun-2016	\$493.00
THE CADMUS GROUP INC	LKS	106824	109787	req 126006 / John Hayden / ref cpa 106824 / Invoice for 2016 Cadmus EE Res/Comm Pot Study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV228101	05-Jul-2016	\$44,000.00
THE CADMUS GROUP INC	LKS	106824	109787	req 126006 / John Hayden / ref cpa 106824 / Invoice for 2016 Cadmus EE Res/Comm Pot Study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV228101	05-Jul-2016	\$24,640.00
THE CADMUS GROUP INC	LKS	106824	109787	req 126006 / John Hayden / ref cpa 106824 / Invoice for 2016 Cadmus EE Res/Comm Pot Study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV228101	05-Jul-2016	\$19,360.00
THE CADMUS GROUP INC	LKS	106824	111260	Req 127086 / John Hayden / Ref cpa 106824 / Invoice for 2016 Cadmus EE Res/Comm Pot Study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV229520	16-Aug-2016	\$31,000.00
THE CADMUS GROUP INC	LKS	106824	111260	Req 127086 / John Hayden / Ref cpa 106824 / Invoice for 2016 Cadmus EE Res/Comm Pot Study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV229520	16-Aug-2016	\$17,360.00
THE CADMUS GROUP INC	LKS	106824	111260	Req 127086 / John Hayden / Ref cpa 106824 / Invoice for 2016 Cadmus EE Res/Comm Pot Study	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	INV229520	16-Aug-2016	\$13,640.00
THE PRIME GROUP LLC	LKS	105655	110042	req 126199 / Judy Schooler / ref cpa 105655 / June expenses for Community Solar Rate Filing and supporting documentation for LG&E / KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	PRIMEG070116	01-Jul-2016	\$7,015.00
THE PRIME GROUP LLC	LKS	105655	111985	Req 127546 / Judy Schooler / Ref cpa 105655 / Consulting for July (preparing community solar rate filing and completing Marginal Cost study).	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	PRIMEG080116	01-Aug-2016	\$4,800.00
THE PRIME GROUP LLC	LKS	105655	111985	Req 127546 / Judy Schooler / Ref cpa 105655 / Consulting for July (preparing community solar rate filing and completing Marginal Cost study).	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	PRIMEG080116	01-Aug-2016	(\$4,800.00)
THE PRIME GROUP LLC	LKS	105655	108390	req 124964/ judy schooler / ref cpa 105655 / Consulting work performed during April Invoice Dated 5/1/16l	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI050115	01-May-2015	\$2,415.00
THE PRIME GROUP LLC	LKS	105655	111985	Req 127546 / Judy Schooler / Ref cpa 105655 / Consulting for July (preparing community solar rate filing and completing Marginal Cost study).	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI080116	01-Aug-2016	\$4,800.00
THE PRIME GROUP LLC	LKS	105655	111986	Req 127697 / Judy Schooler / Ref cpa 105655 / Expenses for August (Community Solar Rate Filing and upcoming Kentucky Rate Case Filing)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI090116	01-Sep-2016	\$394.16
THE PRIME GROUP LLC	LKS	105655	111986	Req 127697 / Judy Schooler / Ref cpa 105655 / Expenses for August (Community Solar Rate Filing and upcoming Kentucky Rate Case Filing)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI090116	01-Sep-2016	\$6,087.05
THE PRIME GROUP LLC	LKS	105655	111986	Req 127697 / Judy Schooler / Ref cpa 105655 / Expenses for August (Community Solar Rate Filing and upcoming Kentucky Rate Case Filing)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI090116	01-Sep-2016	\$4,203.51
THE PRIME GROUP LLC	LKS	105655	111986	Req 127697 / Judy Schooler / Ref cpa 105655 / Expenses for August (Community Solar Rate Filing and upcoming Kentucky Rate Case Filing)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI090116	01-Sep-2016	\$1,194.44
THE PRIME GROUP LLC	LKS	105655	113750	Req 129054 / Judy Schooler / Ref cpa 105655 / Community Solar Rate Filing and 2016 Rate Case for LG&E and KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI100116	01-Oct-2016	\$3,335.00
THE PRIME GROUP LLC	LKS	105655	113750	Req 129054 / Judy Schooler / Ref cpa 105655 / Community Solar Rate Filing and 2016 Rate Case for LG&E and KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI100116	01-Oct-2016	\$3,639.94
THE PRIME GROUP LLC	LKS	105655	113750	Req 129054 / Judy Schooler / Ref cpa 105655 / Community Solar Rate Filing and 2016 Rate Case for LG&E and KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI100116	01-Oct-2016	\$6,305.26
THE PRIME GROUP LLC	LKS	105655	113750	Req 129054 / Judy Schooler / Ref cpa 105655 / Community Solar Rate Filing and 2016 Rate Case for LG&E and KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI100116	01-Oct-2016	\$11,214.80
TRANSERV INTERNATIONAL INC	LKS		106537	123433/Anne Marie Bauscher/TSR FS LGE-2015-002 TranServ Project River View Work from 5/2015-1/2016	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	3073	25-Jan-2016	\$19,859.44
TRANSERV INTERNATIONAL INC	LKS	62375	105642	REQ 122918 / RUBIO / CPA 62375 / ITO Expenses Nov 2015 Meeting #3075	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3075	12-Feb-2016	\$3,618.27
TRANSERV INTERNATIONAL INC	LKS	62375	105642	REQ 122918 / RUBIO / CPA 62375 / ITO Expenses Nov 2015 Meeting #3075	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3075	12-Feb-2016	\$7,105.72
TRANSERV INTERNATIONAL INC	LKS	62375	105644	REQ 122920 / RUBIO / CPA 62375 / ITO Expenses March 2016 #3077	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3077	01-Mar-2016	\$75,573.44
TRANSERV INTERNATIONAL INC	LKS	62375	105644	REQ 122920 / RUBIO / CPA 62375 / ITO Expenses March 2016 #3077	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3077	01-Mar-2016	\$148,414.24
TRANSERV INTERNATIONAL INC	LKS	62375	106689	req 123710 / Fernando Rubio / ref cpa 62375 / ITO Services April 2016 #3082	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3082	01-Apr-2016	\$75,573.44
TRANSERV INTERNATIONAL INC	LKS	62375	106689	req 123710 / Fernando Rubio / ref cpa 62375 / ITO Services April 2016 #3082	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3082	01-Apr-2016	\$148,414.24
TRANSERV INTERNATIONAL INC	LKS	62375	107688	REQ 124410 / RUBIO / ITO Services for May #3087	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3087	01-May-2016	\$75,573.44
TRANSERV INTERNATIONAL INC	LKS	62375	107688	REQ 124410 / RUBIO / ITO Services for May #3087	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3087	01-May-2016	\$148,414.24
TRANSERV INTERNATIONAL INC	LKS	62375	107907	req 124600 / Fernando Rubio / ref cpa 62375 / ITO Workstation #3092	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3092	21-Apr-2016	\$5,003.66

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
TRANSERV INTERNATIONAL INC	LKS	62375	107907	req 124600 / Fernando Rubio / ref cpa 62375 / ITO Workstation #3092	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3092	21-Apr-2016	\$9,826.39
TRANSERV INTERNATIONAL INC	LKS	62375	108872	REQ 125303 /Rubio, Fernando / ITO June #3094/#62375	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3094	01-Jun-2016	\$75,573.44
TRANSERV INTERNATIONAL INC	LKS	62375	108872	REQ 125303 /Rubio, Fernando / ITO June #3094/#62375	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3094	01-Jun-2016	\$148,414.24
TRANSERV INTERNATIONAL INC	LKS	62375	109854	req 126041 / Fernando Rubio / ref cpa 62375 / ITO Costs for July 2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3101	01-Jul-2016	\$147,361.49
TRANSERV INTERNATIONAL INC	LKS	62375	109854	req 126041 / Fernando Rubio / ref cpa 62375 / ITO Costs for July 2016	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3101	01-Jul-2016	\$76,626.19
TRANSERV INTERNATIONAL INC	LKS		110173	TSR# SIS-LGE - 2016-001- W Hickman Sub (Increase load) - additional cost for Transmission Service Request for System Impact Study to Increase load at W.HickmanSub Invoice # 3104 Total cost for SIS Study 41,220.60. (Jim Burns)	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	3104	11-Jul-2016	\$11,220.60
TRANSERV INTERNATIONAL INC	LKS	62375	110698	REQ 126688/ Rubio, Fernando / ITO Services August #3106/cpa 62375	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3106	01-Aug-2016	\$147,361.49
TRANSERV INTERNATIONAL INC	LKS	62375	110698	REQ 126688/ Rubio, Fernando / ITO Services August #3106/cpa 62375	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3106	01-Aug-2016	\$76,626.19
TRANSERV INTERNATIONAL INC	LKS	62375	111849	Req 127594 / Fernando Rubio / Ref cpa 62375 / ITO Services for 9/16 #3110	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3110	01-Sep-2016	\$147,361.49
TRANSERV INTERNATIONAL INC	LKS	62375	111849	Req 127594 / Fernando Rubio / Ref cpa 62375 / ITO Services for 9/16 #3110	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3110	01-Sep-2016	\$76,626.19
TRANSERV INTERNATIONAL INC	LKS	62375	112808	Req 128321 / Fernando Rubio / Ref cpa 62375 / ITO October #3117	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3117	01-Oct-2016	\$151,045.53
TRANSERV INTERNATIONAL INC	LKS	62375	112808	Req 128321 / Fernando Rubio / Ref cpa 62375 / ITO October #3117	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3117	01-Oct-2016	\$78,541.84
TRANSERV INTERNATIONAL INC	LKS	62375	113863	Req 129148 / Fernando Rubio / Ref cpa 62375 / ITO Services for November #3125	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3125	01-Nov-2016	\$151,045.53
TRANSERV INTERNATIONAL INC	LKS	62375	113863	Req 129148 / Fernando Rubio / Ref cpa 62375 / ITO Services for November #3125	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3125	01-Nov-2016	\$78,541.84
TRANSERV INTERNATIONAL INC	LKS	95855		115426/Anne Marie Bauscher/Application for Riverview Coal Facilities Study #80661550 (34MW) TSR FS LGE-2015-002	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TRANSE042815SRV	28-Apr-2015	\$3,000.00
TRANSERV INTERNATIONAL INC	LKS	108009		TSR # 82188635 (4MW) TSR FS LGE-2016-001- W Hickman Sub (Increase load) - Wire Deposit for Transmission Service Request - Facility Study - Increase load at W.HickmanSub (Jim Burns)	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRFSLGE2016001	10-May-2016	\$3,000.00
TRANSERV INTERNATIONAL INC	LKS	113790		TSR# 83111071 (15mw) FS-LGE- 2016-008 - DEPOSIT of 3K to initiate FS on Richmond North 138kv interconnection.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRFSLGE2016008	20-Oct-2016	\$3,000.00
TRANSERV INTERNATIONAL INC	LKS	105092		TSR# SIS-LGE - 2016-001- W Hickman Sub (Increase load) - Wire Deposit for Transmission Service Request for System Impact Study to Increase load at W.HickmanSub (Jim Burns)	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRSISLGE2016001	18-Feb-2016	\$30,000.00
TRANSERV INTERNATIONAL INC	LKS	105635		TSR# SIS-LGE - 2016-002- Toyota South Load Changes - Wire Deposit for Transmission Service Request for System Impact Study to Increase load at Toyota South Substation (James Cline)	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRSISLGE2016002	03-Mar-2016	\$30,000.00
TRANSERV INTERNATIONAL INC	LKS	107310		124168/Phyllis Godin/SSA on File/TSR SIS LGE-2016-004 STUDY AGREEMENT (\$65,000 DEPOSIT)	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	TSRSISLGE2016004	07-Apr-2016	\$22,295.00
TRANSERV INTERNATIONAL INC	LKS	107310		124168/Phyllis Godin/SSA on File/TSR SIS LGE-2016-004 STUDY AGREEMENT (\$65,000 DEPOSIT)	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	TSRSISLGE2016004	07-Apr-2016	\$42,705.00
TRANSERV INTERNATIONAL INC	LKS	110891		req 126843 / Misty Mccubbins / Transerv for System Impact Study of Richmond North	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRSISLGE2016008	04-Aug-2016	\$45,000.00
TRANSERV INTERNATIONAL INC	LKS	110861		req 126823 / Misty Mccubbins / Deposit to Transerv for System Impact Study of Corbin US Steel Substation	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRSISLGE2016009	04-Aug-2016	\$30,000.00
TRANSERV INTERNATIONAL INC	LKS	113471		TSR# 83516862 (22MW) - SIS-LGE - 2016-010- Viley Road Sub - System Impact Study to determine the costs and timetable to provide the necessary transmission facilities to ser the modified viley rd sub.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRSISLGE2016010	20-Oct-2016	\$3,000.00
TRANSERV INTERNATIONAL INC	LKS	113532		TSR# 8356880 - SIS-LGE - 2016-011 - WEAVER SUB FOR CITY OF PARIS (1MW) PAY DEPOSIT TO INITIATE SYSTEM IMPACT STUDY. THIS IS A REIMBURSEABLE WILL BE REIMBURSED BY THE CITY OF PARIS.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TSRSISLGE2016011	20-Oct-2016	\$3,000.00
UC SYNERGETIC LLC	LGE	949680	958698	REQ 897370/ Hughes, Rashel/ US Synergetic- CPA: 949680/ Pay Invoice: 414833 (D. Graff, 7.5 to 7.9.16)/ Services for Fibertech Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	414833	13-Jul-2016	\$1,603.84
UC SYNERGETIC LLC	LGE	949680	958696	REQ 897366/ Hughes, Rashel/ UC Synergetic- CPA: 949680/ Pay Invoice: 415085 (J. Stroud, 7.4 to 7.10.16)/ Services for KY Wire Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	415085	13-Jul-2016	\$852.04
UC SYNERGETIC LLC	LGE	949680	958696	REQ 897366/ Hughes, Rashel/ UC Synergetic- CPA: 949680/ Pay Invoice: 415085 (J. Stroud, 7.4 to 7.10.16)/ Services for KY Wire Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	415085	13-Jul-2016	\$751.80
UC SYNERGETIC LLC	LGE	949680	958697	REQ 897367/ Hughes, Rashel/ UC Synergetic- CPA: 949680/ Pay Invoice: 415086 (P. Rosenberger, 7.5 to 7.9.16)/ Services for FiberTach Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	415086	13-Jul-2016	\$1,603.84
UC SYNERGETIC LLC	LGE	949680	959543	REQ 897776/Hughes, Rashel/UC Synergetic- CPA: 949680/ Pay Invoices: 416917, 415848, 415847, 416916, 415849/ Services for KY Wire	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	415847	19-Jul-2016	\$2,004.80
UC SYNERGETIC LLC	LGE	949680	959543	REQ 897776/Hughes, Rashel/UC Synergetic- CPA: 949680/ Pay Invoices: 416917, 415848, 415847, 416916, 415849/ Services for KY Wire	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	415848	19-Jul-2016	\$801.92
UC SYNERGETIC LLC	LGE	949680	959543	REQ 897776/Hughes, Rashel/UC Synergetic- CPA: 949680/ Pay Invoices: 416917, 415848, 415847, 416916, 415849/ Services for KY Wire	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	415848	19-Jul-2016	\$1,152.76
UC SYNERGETIC LLC	LGE	949680	959543	REQ 897776/Hughes, Rashel/UC Synergetic- CPA: 949680/ Pay Invoices: 416917, 415848, 415847, 416916, 415849/ Services for KY Wire	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	415849	19-Jul-2016	\$801.92
UC SYNERGETIC LLC	LGE	949680	959543	REQ 897776/Hughes, Rashel/UC Synergetic- CPA: 949680/ Pay Invoices: 416917, 415848, 415847, 416916, 415849/ Services for KY Wire	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	415849	19-Jul-2016	\$400.96

**Attachment A3 to Response to PSC-1 Question No. 50**  
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**Scott**

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Invoice Distribution Amount
UC SYNERGETIC LLC	LGE	949680	959543	REQ 897776/Hughes, Rasha/UC Synergetic- CPA: 949680/ Pay Invoices: 416917, 415848, 415847, 416916, 415849/ Services for KY Wire	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	416916	26-Jul-2016	\$2,004.80
UC SYNERGETIC LLC	LGE	949680	959543	REQ 897776/Hughes, Rasha/UC Synergetic- CPA: 949680/ Pay Invoices: 416917, 415848, 415847, 416916, 415849/ Services for KY Wire	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	416917	26-Jul-2016	\$2,004.80
UC SYNERGETIC LLC	LGE	949680	960039	REQ 898048/ Hughes, Rasha/ UC Synergetic- CPA: 949680/ Pay Invoice: 418229 (7.29 to 7.31.16- D. Graff)/ Services for FiberTech Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	418229	02-Aug-2016	\$400.96
UC SYNERGETIC LLC	LGE	949680	960039	REQ 898048/ Hughes, Rasha/ UC Synergetic- CPA: 949680/ Pay Invoice: 418229 (7.29 to 7.31.16- D. Graff)/ Services for FiberTech Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	418229	02-Aug-2016	\$435.60
UC SYNERGETIC LLC	LGE	949680	960037	REQ 898047/ Hughes, Rasha/ UC Synergetic- CPA: 949680/ Pay Invoice: 418230 (7.25 to 7.31.16- J. Stroud)/ Services for FiberTech Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	418230	02-Aug-2016	\$2,004.80
UC SYNERGETIC LLC	LGE	949680	960040	REQ 898050/ Hughes, Rasha/ UC Synergetic- CPA: 949680/ Pay Invoice: 418231 (7.25 to 7.31.16- P. Rosenberger)/ Services for FiberTech Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	418231	02-Aug-2016	\$400.96
UC SYNERGETIC LLC	LGE	949680	960040	REQ 898050/ Hughes, Rasha/ UC Synergetic- CPA: 949680/ Pay Invoice: 418231 (7.25 to 7.31.16- P. Rosenberger)/ Services for FiberTech Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	418231	02-Aug-2016	\$350.84
UC SYNERGETIC LLC	LGE	949680	960040	REQ 898050/ Hughes, Rasha/ UC Synergetic- CPA: 949680/ Pay Invoice: 418231 (7.25 to 7.31.16- P. Rosenberger)/ Services for FiberTech Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	418231	02-Aug-2016	\$801.92
UC SYNERGETIC LLC	LGE	949680	960744	REQ 898351/Hughes, Rasha/UC Synergetic- CPA: 949680/ Pay Invoice: 419416 (8.1 to 8.7.16, D. Graff) Services for FiberTech Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	419416	09-Aug-2016	\$488.08
UC SYNERGETIC LLC	LGE	949680	960745	REQ 898352/Hughes, Rasha/UC Synergetic- CPA: 949680/ Pay Invoice: 419418 (8.1 to 8.7.16, J. Stroud)/ Services for FiberTech Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	419418	09-Aug-2016	\$1,002.40
UC SYNERGETIC LLC	LGE	949680	960575	REQ 898349/ Hughes, Rasha/ UC Synergetic- CPA: 949680/ Pay Invoice: 419423 (8.1 to 8.7.16, P. Rosenberger)/ Services for FiberTech Project	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	419423	09-Aug-2016	\$444.52
UC SYNERGETIC LLC	LGE	949680	961355	REQ 898679/ Hughes, Rasha/cpa 949680/UC Synergetic- CPA: 949680/ Pay Invoice: 420752	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	420752	16-Aug-2016	\$400.96
UC SYNERGETIC LLC	LGE	949680	961355	REQ 898679/ Hughes, Rasha/cpa 949680/UC Synergetic- CPA: 949680/ Pay Invoice: 420752	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	420752	16-Aug-2016	\$1,002.40
UC SYNERGETIC LLC	LGE	949680	961355	REQ 898679/ Hughes, Rasha/cpa 949680/UC Synergetic- CPA: 949680/ Pay Invoice: 420752	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	420752	16-Aug-2016	\$601.44
UC SYNERGETIC LLC	LGE	949680	961356	REQ 898682/ Hughes, Rasha/UC Synergetic- CPA: 949680/ Pay Invoice: 420753	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	420753	16-Aug-2016	\$1,854.44
UC SYNERGETIC LLC	LGE	949680	961357	REQ 898684/ Hughes, Rasha/ US Synergetic- CPA: 949680/ Pay Invoice: 420754	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	420754	16-Aug-2016	\$2,440.40
UC SYNERGETIC LLC	LGE	949680	961359	REQ 898686/ Hughes, Rasha/ UC Synergetic- CPA: 949680/ Pay Invoice: 421683	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	421683	23-Aug-2016	\$2,004.80
UC SYNERGETIC LLC	LGE	949680	961358	REQ 898685/ Hughes, Rasha/ UC Synergetic- CPA: 949680/ Pay Invoice: 421684	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	421684	23-Aug-2016	\$2,004.80
UC SYNERGETIC LLC	LGE	949680	961360	REQ 898687/ Hughes, Rasha/ UC Synergetic- CPA: 949680/ Pay Invoice: 421685	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	421685	23-Aug-2016	\$2,440.40
VANTAGE ENERGY CONSULTING LLC	LKS	56077	108331	req 124921 judy schooler / ref cpa 56077 / To assist in the review of environmental compliance plans per the direction of the KPSC (work performed during the month of April 2016)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	20150556	01-May-2016	\$3,252.40
VANTAGE ENERGY CONSULTING LLC	LKS	56077	108331	req 124921 judy schooler / ref cpa 56077 / To assist in the review of environmental compliance plans per the direction of the KPSC (work performed during the month of April 2016)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	20150556	01-May-2016	\$3,667.60
VANTAGE ENERGY CONSULTING LLC	LKS	56077	112032	Req 127727 / Judy Schooler / Ref cpa 56077 / Work performed relating to the environmental compliance cases during the month of August 2016.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	20160856	01-Sep-2016	\$14,648.80
VANTAGE ENERGY CONSULTING LLC	LKS	56077	112032	Req 127727 / Judy Schooler / Ref cpa 56077 / Work performed relating to the environmental compliance cases during the month of August 2016.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	20160856	01-Sep-2016	\$16,518.85
WORLEYPARSONS GROUP INC	LGE		955290	REQ 895353/Rankin, Tracy/WorleyParsons - Order - 750-KW Generator Project - Eric Benghe/cpa	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	181571	16-Jun-2016	\$5,151.93
WORLEYPARSONS GROUP INC	LGE		955290	REQ 895353/Rankin, Tracy/WorleyParsons - Order - 750-KW Generator Project - Eric Benghe/cpa	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	182431	30-Jun-2016	\$4,245.15
WORLEYPARSONS GROUP INC	LGE		955290	REQ 895353/Rankin, Tracy/WorleyParsons - Order - 750-KW Generator Project - Eric Benghe/cpa	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	183723	21-Jul-2016	\$1,695.39



PPL companies

## 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 2013 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 2013.

*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 of your firm, 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 LKE matters. Rates shall remain fixed for all LKE work until the next rate review. 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. Approved rates would become effective as of April 1. 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:

- any “administrative” or similar charge, or 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;
- 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 moderate hotels and, where available, those 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 Clean Energy Ltd.	PPL EU Services Corporation
Airborne Pollution Control, Inc.	PPL Foundation
Aztec Insurance Limited	PPL Global, LLC
Central Networks Trustees Limited	PPL Infrastructure Services, LLC
CEP Commerce, LLC	PPL Island Financing LLP
CEP Lending, Inc.	PPL Power Insurance Ltd.
CEP Reserves, Inc.	PPL Receivables Corporation
DCUSA Limited	PPL Services Corporation
DHA, LLC	PPL Strategic Development, LLC
Downtown Commercial Loan Fund, LLC	PPL Island Limited
EA Technology Limited	PPL Midlands Limited
Ebusiness South West Limited	PPL TransLink, Inc.
Electralink Limited	PPL UK Holdings, LLC
Electric Energy, Inc.	PPL UK Investments Limited
Electricity Association Services Limited	PPL UK Resources Limited
Electricity Pensions Limited	PPL UK Distribution Holdings Limited
Electricity Pensions Trustee Limited	PPL WEM Limited
Energy Networks Association Limited	PPL WPD Limited
FCD LLC	PPLSolutions, LLC
Gemserv Limited	Smart Energy Code Company Limited
Hyder Limited	South Wales Electricity Share Scheme Trustees Limited
Hyder Profit Sharing Trustee Limited	South Western Helicopters Limited
Hyder Share Scheme Trustee (2) Limited	Spinnaker Quay Management Company Limited
Hyder Share Scheme Trustee Limited	Surf Telecoms Limited
Indiana-Kentucky Electric Corporation	The Ombudsman Service Limited
Infracore 1992 Pension Trustee Limited	Victory Park Management Company Limited
Joppa & Eastern Railroad Company	Western Kentucky Energy Corp.
Kelston Properties Limited	Western Power Distribution (East Midlands) plc
Kelston Properties 2 Limited	Western Power Distribution (West Midlands) plc
Kentucky Utilities Company	Western Power Distribution (South Wales) plc
Lexington Utilities Company	Western Power Distribution (South West) plc
LG&E and KU Capital LLC	Western Power Distribution Investments Limited
LG&E and KU Energy LLC	Western Power Distribution plc
LG&E and KU Foundation Inc.	Western Power Generation Limited
LG&E and KU Hydro I LLC	Western Power Pension Trustee Limited
LG&E and KU Services Company	Willow Farm Management Company Limited
LG&E Energy Inc.	WPD 1957 Limited
LG&E Energy Marketing Inc.	WPD 2014 LLP
Louisville Development Bancorp, Inc.	WPD Foundation
Louisville Gas and Electric Company	WPD Investments Limited
Merchants Landing (Amenities) Limited	WPD Limited
Met-South, Inc.	WPD Limited (Guernsey)
Meter Operator Services Limited	WPD Midlands Networks Contracting Limited
Meter Reading Services Limited	WPD Midlands Properties Limited
Metro Bank, Inc.	WPD Distribution Networks Holdings Limited
Midwest Electric Power, Inc.	WPD Property Developments Limited
MRA Service Company Limited	WPD Property Investments Limited
Northmere Limited	WPD Property Limited
Ohio Valley Electric Corporation	WPD Share Scheme Trustees Limited
PMDC Chile, LLC	WPD Smart Metering Limited
PMDC International Holdings, Inc.	WW Share Schemes Trustees Limited
PP&L Residual Corporation	
PPL Capital Funding, Inc.	
PPL Cayman, LLC	
PPL Electric Utilities Corporation	
PPL Energy Funding Corporation	



HUNTON & WILLIAMS LLP  
RIVERFRONT PLAZA, EAST TOWER  
951 EAST BYRD STREET  
RICHMOND, VIRGINIA 23219-4074

TEL 804 • 788 • 8200  
FAX 804 • 788 • 8218

ROBERT M. ROLFE  
DIRECT DIAL: 804-788-8466  
EMAIL: rrolfe@hunton.com

FILE NO: 33165

March 21, 2013

**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATION**

J. Gregory Cornett, Esq.  
Associate General Counsel  
LG&E and KU Energy LLC  
220 West Main Street  
Louisville, KY 40202

**Representation of LG&E and KU Energy LLC**

Dear Greg:

Hunton & Williams LLP thanks you for the opportunity to represent LG&E and KU Energy LLC and its subsidiaries, Louisville Gas and Electric Company, Kentucky Utilities Company and LG&E and KU Services Company (collectively "LGE-KU"). This letter, and the accompanying Hunton & Williams Standard Terms of Engagement, will establish the terms of our representation. If we fail to address any issues about which you have questions, please let me know. Good communication is critical to the success of our relationship and we want you to be happy with our services.

**The Client - Whom We Represent**

We will represent LGE-KU. You will be our primary contact, but we also understand that we may work with other lawyers at LGE-KU from time to time. You understand that we do not represent you or anyone at LGE-KU individually. If you want us to represent any other persons or entities, please advise us and we will determine whether we can undertake that additional representation.

**Scope of Engagement - What We Will Do**

You have engaged us to advise LGE-KU with respect to issues that have arisen related to the construction and operation of LGE-KU's Trimble County 2 power plant. Specifically, those issues involve defects in and performance problems with the burners in the coal-fired generation units at Trimble County 2, and related issues, as well as certain warranty claims that



CONFIDENTIAL INFORMATION REDACTED

J. Gregory Cornett, Esq.

March 21, 2013

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have arisen. Our representation will include (i) advice regarding attempted resolution of these with Bechtel Power Corp., or its affiliates (collectively "Bechtel"), Doosan Power Systems or its affiliates (collectively "Doosan"), Mitsui Babcock, Hitachi Power Systems or its affiliates (collectively "Hitachi"), Siemens Energy or its affiliates (collectively "Siemens") and Wheelabrator Air Pollution Control, (ii) pre-litigation advice and (iii) representation of LGE-KU in any litigation and appeal. If this does not accurately reflect your understanding about the scope of the legal services we will provide, please let me know. We will perform all services normally and reasonably associated with this type of engagement that are consistent with our ethical and professional obligations. As we proceed with this representation, if you request that we expand the scope of this engagement, and we agree to do so, this letter will cover that work as well.

Lawyers and Others Assigned - Who Will Do The Work

I will coordinate the legal services for this representation. I will call upon other partners, associates, employees and paralegals whom I believe have the ability to serve you as efficiently and effectively as possible. Initially, I expect to involve the following individuals to work with me. We will make all practicable efforts to contact you in advance for approval prior to utilizing other personnel. We will bill at the following hourly rates, which we will discount by 10% in accordance with our usual arrangement with PPL:

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Bob Rolfe	Partner	
Sandy Collins	Partner	
Rita Davis	Counsel	
Brian Wright	Associate	

Our anticipated rates may change from time to time to reflect increased expertise and seniority and promotions, and to reflect changes in economic conditions. Seniority and other adjustments occur annually, each April 1<sup>st</sup>. Notwithstanding the above, we agree to contact you for approval before implementing any increases in these rates, including the annual adjustments.



J. Gregory Cornett, Esq.

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It is important to us that LGE-KU be satisfied with our services. Please let me know promptly if you believe that we should staff the work differently or if you have any suggestions about how we can better serve LGE-KU.

Fees/Expenses/Billing

You agree to pay us timely for our services and to reimburse us for reasonable expenses in connection with the representation, regardless of the outcome. We will bill you for fees and expenses on a monthly basis. We will record time in 1/10 hour increments, wherever reasonably possible. Our statements will be due and payable upon receipt. Please see the attached Standard Terms of Engagement for additional terms applicable to our bills and your payment obligations. We agree to refrain from charging the interest referenced therein in on invoices greater than 30 days past-due, unless and until such invoice is actually 90 or greater days past-due.

Conflicts of Interest

For purposes of analyzing any actual or potential conflicts, we will consider all of LGE-KU's parent, subsidiaries and affiliates to be our clients.

We depend on you to help us identify, now and as the representation progresses, persons, or entities that may be in a position directly adverse to LGE-KU's interests in this representation or in other representations we may undertake. We also depend on you to help us identify those who are likely to be adversely affected by our representation of LGE-KU. Please advise us of any change in LGE-KU's status, owners, affiliates, that might affect our analysis of actual or potential conflict of interests.

You have identified the following adverse, or potentially adverse persons or entities:

- Bechtel Power Corp., or any affiliate
- Doosan Power Systems, or any affiliate
- Mitsui Babcock (now owned by Doosan)
- Hitachi Power Systems, or any affiliate
- Siemens Energy, or any affiliate



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- Wheelabrator Air Pollution Control (now owned by Siemens)

We have checked our records for potential conflicts. We have discovered no conflicts and we know of no other interests, including our own, that will materially and adversely affect our ability to exercise independent professional judgment on your behalf. Nevertheless, in the interest of full disclosure, we have previously advised you of the following:

- a) Doosan Heavy Industries and Doosan Infracore are former firm clients. We do not currently represent either and are adverse to Doosan Heavy Industries in a matter for another client.
- b) We currently represent Mitsui & Co. in a transactional matter in one of our Asian offices and also represent a subsidiary of Mitsui & Co. in another matter. In the past, we have represented other Mitsui entities, but all of those matters have concluded and none involved Mitsui Babcock. In any event, we have determined that Mitsui no longer owns Mitsui Babcock, so we see no problem.
- c) We currently represent Hitachi Koki, which makes hand-held power tools. We do not believe, however, that Hitachi Koki is related to the Hitachi Power Systems that you have identified. Also, another one of my partners is representing a Hitachi joint venture, but our engagement for that venture makes clear that we do not represent Hitachi or its affiliates separately and that remain free to be adverse to Hitachi and its affiliates in other matters. Therefore, we are able to represent LGE-KU adverse to Hitachi in this matter (which we have not mentioned to the joint venture).

#### Future Conflicts

We are a large international firm with many clients. To protect our ability to represent LGE-KU and opportunities to represent other clients, we regularly address and work through potential conflicts with our clients. It is possible that we may in the future ask you to assist us in waiving a conflict that may arise. We do not ask for advance consent to a conflict, only that you be open to consideration of a reasonable request for consent. We will seek your consent only where the applicable rules of professional conduct will permit a conflict to be waived by informed consent; where we have concluded and can reasonably demonstrate that the representation at issue will not adversely affect our ability to represent LGE-KU or the other client(s) involved, and that our obligation to protect LGE-KU's confidential information will not be compromised.



J. Gregory Cornett, Esq.

March 21, 2013

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Permission to List Company as a Firm Client

We take pride in the clients that have selected us to represent them. Unless you direct otherwise, you agree that we may list LGE-KU as a client of the firm at our discretion in marketing, business development or public relations materials and announcements. We will not disclose your confidential information.

Communications

Unless you tell us otherwise, we will send you all correspondence and statements for services related to this representation. We will depend on you to let us know if you are not receiving information or responses in a timely manner. We understand unless advised otherwise that we may communicate concerning this matter by fax, cell phone, e-mail, or letter.

As you may know, the Sarbanes-Oxley Act of 2002 and related regulations prescribe "minimum standards of professional conduct" for attorneys who, among other forms of legal representation, provide advice regarding the U.S. securities laws to companies whose securities trade in the public markets. Hunton & Williams is committed to full compliance with these standards and, to that end, has adopted a Compliance Policy to which all attorneys at our firm are subject. We understand that three LGE-KU entities, plus its parent, PPL Corp. and two subsidiaries are registrants under U.S. securities laws and therefore we believe Sarbanes-Oxley applies. We have attached a copy of our Compliance Policy to this letter for your reference.

Standard Terms and Guidelines

We have received the LGE-KU Outside Counsel Guidelines. We have also provided to you a copy of our firm's Standard Terms of Engagement. Our engagement will be subject to those documents and, where in specific conflict, the terms of this letter, then each of those documents in the order listed above, will have precedence.

If the terms of this letter are satisfactory, please sign a copy in the space provided, and return it to me. If you have any questions, please feel free to contact me. We appreciate the opportunity to represent LGE-KU and look forward to working with you and your colleagues.

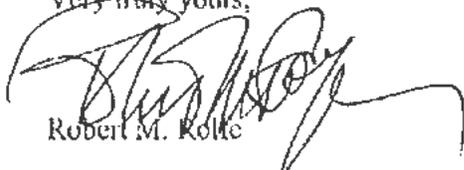
**HUNTON  
WILLIAMS**

J. Gregory Cornett, Esq.

March 21, 2013

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Very truly yours,



Robert M. Rolfe

**STATEMENT TO BE SIGNED BY CLIENT**

I have read this letter and the accompanying Hunton & Williams LLP Standard Terms of Engagement and Sarbanes Oxley Attachment. I understand their content, and hereby engage Hunton & Williams LLP in accordance with their terms and conditions on behalf of LGE-KU, which includes consent to identify LGE-KU as a client of Hunton & Williams.

Agreed:

LG&E AND KU ENERGY LLC

By: J. Anger

Title: Assoc. Gen'l Counsel

Date: 3-21-13

Enclosures

Hunton & Williams "Standard Terms of Engagement"

Sarbanes Oxley Policy

HUNTON & WILLIAMS LLP  
STANDARD TERMS OF ENGAGEMENT

**FEES.** Unless we agree in the engagement letter to alternate fee arrangements, we will bill for our services at the firm's applicable published hourly rates in effect at the time we render the services. Those rates are based on the fair value for the services we render after taking into consideration many factors, including but not limited to: the complexity or novelty of the work performed; the seniority, experience, practice area and location of the lawyers, paralegals or law clerks performing the work; the time period within which the work is required to be completed; the likelihood that the engagement will preclude our acceptance of other employment; the number of hours required to perform the work; the nature and length of our professional relationship with the client; the results obtained; and the fees charged for similar services in the relevant geographic or subject matter market. We have established hourly rates (using the foregoing factors) for lawyers, paralegals, law clerks, and other staff timekeepers. We adjust those base rates periodically, in light of the factors enumerated above, as well as cost of living and market considerations.

**STATEMENTS.** We do our best to render monthly statements for fees, expenses and charges. We normally render separate invoices for each legal matter we handle. The client also will receive a monthly statement that shows any past due invoice, by number and date, for each of the client's matters.

**BILLING AND PAYMENT.** We record time in 15-minute increments unless other arrangements are made. Our statements will be based on time recorded in those increments.

The client agrees to pay statements within 30 days. Failure to pay statements promptly may result in temporary or permanent cessation of service. Payment of statements should be made in U.S. dollars or other agreed upon foreign currency, by wire transfer or in checks or drafts payable to Hunton & Williams LLP. Please note the date and identification number of the statement being paid, and return the remittance copy of our statement with your payment.

If our invoices are not paid within 30 days of the invoice date the client agrees to pay an interest charge on outstanding balances at an interest rate of one and one-half percent (1.5%) per month, or the maximum interest rate allowed by law, whichever is less, from the date due until paid. The client agrees to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

In the event the client fails to pay when due all amounts owed us, we will have the right to retain settlement proceeds received on behalf of client or recover the outstanding balance of fees and expenses and interest, as provided above, and all attorneys' fees incurred to collect these amounts. Such attorneys' fees will include payment for the time and expenses of any firm lawyers incurred in collection effort as well as fees and expenses of any outside counsel hired to collect the amounts due.

**RESPONSES TO AUDITORS' INQUIRIES.** We are frequently asked to provide information to auditing firms regarding legal matters of our clients. We respond to those inquiries with the

same level of care and professionalism that we use to handle the client's other legal work and will charge for these services at the same rates. When an auditing firm requests information on the client's behalf, that request will be deemed to be the client's consent for us to disclose that information to that firm.

**DISBURSEMENTS AND CHARGES.** In addition to payment of our fees, the client agrees to pay expenses incurred by us in connection with the representation. Such expenses may include long distance telephone calls, photocopying charges, travel expenses, couriers, filing fees, costs of subpoenas and depositions, and other costs and expenses advanced on our client's behalf. We manage our own telephone network, printing and document duplication services. We generally use our in-house printing and document duplicating services rather than third party services, due to timing and confidentiality concerns, unless the client requests otherwise. We set our charges for these services based upon our fully burdened cost of providing them to the client.

Before proceeding to incur expenses from an outside vendor in excess of \$1,500 we will seek your approval. We do not intend to make any profit on such expenses and we will pass them on to you based as closely on our costs as possible. We may, however, receive certain benefits from having incurred certain costs, such as benefits accorded in connection with travel expenditures (i.e., frequent flyer points). Those benefits will be retained by the firm or the individual to whom they were awarded without credit to the client.

In certain instances, we make a profit from services rendered through the firm or its affiliated entities, when such services or technology involve the use of personnel not directly employed by Hunton & Williams LLP. In particular, certain services rendered by Hunton & Williams Client Solutions Support Center involve the use of personnel not directly employed by Hunton & Williams LLP, but for whom the firm accepts responsibility in connection with client's services. We will bill those services at a rate that may not be billed at our cost. Similarly, work performed at the Litigation Support Center may involve the use of technology that the firm will bill at competitive rates. The same applies to services rendered by TurnStone Investigative Services LLC and other entities affiliated with Hunton & Williams LLP.

**TRAVEL.** We generally record the time spent traveling while performing work in furtherance of the client's engagement. Time spent in travel on behalf of one client while working on a matter for another client, will be billed to the other client; we do not double-bill time. We book air travel at coach rates unless otherwise previously approved by the client or unless the air travel is transoceanic or overnight, in which case we generally book business or comparable class. Bookings for travel arrangements are generally made through an in-house travel service and the expenses charged to the client for travel include a transaction fee for each booking. Discounts applicable to particular travel purchases may be available through use of this in-house travel service and we pass them on to the client in our charges.

**TERMS OF ENGAGEMENT.** The client or Hunton & Williams may terminate the representation for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect the client's interests in this matter and, if the client so requests, we will suggest possible successor counsel and provide such counsel with material the client has provided us.

Upon the termination of our engagement, the client will pay within 30 days for all services rendered and disbursements and other charges paid or incurred in connection with our engagement. If the client terminates our engagement or if Hunton & Williams terminates the engagement in accordance with the following paragraph, the client will also pay our fees and expenses in connection with any transition of the client's work to successor counsel.

If the client fails to honor the terms of the engagement, to cooperate, or to follow our advice on a material matter that would or could, in our view, render our continued representation unlawful or unethical, Hunton & Williams may withdraw from the representation. If we elect to withdraw, the client will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents or pleadings necessary to complete our withdrawal.

Unless previously terminated or other arrangements are made, Hunton & Williams' representation will terminate upon our sending the client our final statement for services rendered. Unless we agree otherwise, we will have no continuing obligation to advise the client with respect to future legal developments once this matter concludes.

**RECORD RETENTION.** We will maintain necessary documents relating to this matter in our client files. If we receive no guidance from the client, we will employ the following procedure when a matter concludes:

1. Upon closure of the matter, any original documents that the client has provided to us will be returned.

2. Upon expiration of our normal retention period for this kind of matter, we will notify the client by mail at the client's last known address that the retention period has run, and seek the client's guidance on disposition of the file.

3. If we receive a response from the client within 2 months, we will follow the client's instructions for disposition of the file. If those instructions require substantial handling of the file, or continued retention of it, we will charge our normal fees for such procedures.

4. If we do not receive a response from the client within 2 months, the file will be destroyed pursuant to our normal procedure.

At the conclusion of a matter, it is the client's obligation to tell us which, if any, documents in our files that it wishes to receive. Electronic records relating to this matter will be made available to the client, if requested, and to the extent they are still easily accessible.

Sarbanes-Oxley Act of 2002  
Compliance Policy for Hunton & Williams

- Application of Policy

All firm attorneys are subject to this compliance policy regardless of team or practice area.

- Reporting Procedure

- Any partner who becomes aware of credible evidence that a material violation of federal or state securities laws or a breach of fiduciary duty arising under federal or state law or similar violation arising under federal or state law (a "Material Violation") by a client subject to the reporting requirements of the Securities Exchange Act of 1934 (a "public client") or any agent thereof has occurred, is ongoing, or is about to occur, must report such evidence to the Responsible Partner for the public client. The Responsible Partner shall be the coordinating lawyer for the client, unless otherwise designated by the Managing Partner or the Executive Committee.

- An associate who becomes aware of credible evidence that a Material Violation has occurred, is ongoing, or is about to occur, must report such evidence to his or her supervising attorney on the matter or to the Responsible Partner and document the report in writing. Once the associate has reported such evidence of the Material Violation to his or her supervising attorney or the Responsible Partner and completed the related documentation, he or she has no further obligations with respect thereto. The supervising attorney who receives a report of a Material Violation must then report the evidence of the Material Violation to the Responsible Partner and document the report in writing with a copy to the Review Committee (as described below).

- The Responsible Partner who receives a report of a Material Violation from another attorney at the firm must review the report and make recommendations in writing to the Review Committee. A Responsible Partner who independently becomes aware of credible evidence that a Material Violation has occurred, is ongoing, or is about to occur, must make a written report of the Material Violation to the Review Committee.

- The Review Committee will consist of at least twelve members, including partners, from both the transactional and litigation practice groups, plus the Managing Partner and the firm's General Counsel, and will administer the firm's compliance policy. The Review Committee, acting with at least three members (including at least one member of each of the transactional and litigation practice groups) will determine whether the firm should

report evidence of a Material Violation to the chief legal officer (the "CLO") or the CLO and the chief executive officer (the "CEO") (or directly to the full board or a committee thereof) of the affected public client. The Review Committee should document in writing its reasons for all determinations. No Responsible Partner should report evidence of a Material Violation to a client without the approval of the report by the Review Committee.

- If the Review Committee so determines, the Responsible Partner (and only the Responsible Partner) should deliver evidence of a Material Violation to the CLO or to the CLO and CEO of the affected public client in a written report approved by the Review Committee and document in writing the response from the public client. If the Responsible Partner does not receive a response that the Responsible Partner considers appropriate, he or she should consult with the Review Committee.
- The Review Committee, acting with at least three members, will determine whether the firm should report the evidence of a Material Violation to the full board of the affected public client or a committee thereof. The Review Committee should document in writing the reasons for its determination. If the Review Committee so determines, the Responsible Partner should deliver evidence of a Material Violation to the board of the affected public client or the appropriate committee thereof in a written report approved by the Review Committee. If the Responsible Partner does not receive a response that the Responsible Partner considers appropriate, he or she should consult with the Review Committee.

- Implementation of Policy

- The firm shall require all attorneys to participate in training sessions with respect to the reporting requirements and procedures, including the role of the Review Committee.
- The Review Committee shall meet regularly to assess the effectiveness of the firm's reporting procedures and make regular reports to the Executive Committee.



900 Corporate Campus Drive  
Suite 3000  
Louisville, KY 40223  
www.step-toe-johnson.com

**Scott**  
Writer's Contact Information  
502-657-6482  
Bonita.Black@StepToe-Johnson.com

November 25, 2014

LG&E AND KU ENERGY LLC  
c/o Jim Dimas  
220 West Main Street  
Louisville, KY 40202

Re: Representation by Steptoe & Johnson PLLC

Dear Jim:

Thank you for selecting Steptoe & Johnson PLLC to represent LG&E and KU Energy LLC and its subsidiaries; Louisville Gas and Electric Company, Kentucky Utilities Company, and LG&E and KU Services Company (collectively "LKE") in connection with telecommunications attachments matters. The Rules of Professional Conduct governing attorneys recommend that attorneys have written fee agreements with their clients. This letter ("Engagement Letter"), when returned to our office, will constitute, along with the LG&E and KU Energy LLC Outside counsel guidelines ("Standard Terms") enclosed herewith, your written fee agreement ("Agreement") with our firm for the matters addressed.

The Standard Terms address in general how our fees and charges are set; the handling of client deposits if required; billing and payment terms; the scope of the attorney-client privilege; the client's responsibilities and the termination of our firm's representation and the disposition of documents. To the extent that an inconsistency may arise between the terms of this Engagement Letter and the Standard Terms, the Standard Terms shall control.

#### 1. IDENTITY OF CLIENT

For the purpose of this representation, we understand that our client is LKE. For purposes of analyzing potential conflicts, please apply section II b of the Standard terms. We are not representing any other entities or individuals whose interest may be affected by these matters and such individual persons or other entities are expressly excluded from the scope of our representation. References in this Agreement to "you" or "your" will mean LKE.

#### 2. SCOPE OF WORK

You are hiring us as your attorneys to represent you in matters which you refer to us from time to time. We will provide those legal services necessary to represent you in those matters and we will take reasonable steps to keep you informed of progress and to respond to our inquiries.

CONFIDENTIAL INFORMATION REDACTED

November 25, 2014

Page 2

Our representation will conclude when these matters are completed. If Steptoe & Johnson PLLC is asked to perform additional work for you in the future, the terms of this letter will apply unless a different arrangement is agreed upon.

**3. MINIMUM FEE/DEPOSIT**

At this time, we are not requesting either a minimum fee or an initial deposit against fees. We may request, however, an advance against costs from time to time, or request a fee advance or a retainer if circumstances dictate such arrangements.

**4. STAFFING, LEGAL FEES, BILLING PRACTICES**

Bonita Black will be the attorney primarily responsible for the work we will perform for you. We will utilize the services of other attorneys, law clerks and legal assistants to assist as necessary to efficiently handle your work and to meet time deadlines.

Our billing rates vary with the experience and skill of the attorney or legal personnel rendering the service. We will continue to represent LG&E for the same fee as previously agreed upon when this work was done by Ms. Black while she was at Frost Brown Todd (██████████ per hour). We will also charge for our expenses directly related to your representation in accordance with the Standard Terms.

We charge for our time in units of 1/10 hours, unless otherwise agreed. We will charge you for the time we spend on telephone calls relating to your matter, including calls with you, opposing counsel or court personnel. The legal personnel assigned to your matter may confer among themselves on the matter, as required. When they do confer, each person will charge for the time expended. We will charge for waiting time, in court and elsewhere, and for travel time, both local and out of town, all in accordance with the Standard Terms.

We normally adjust our billing rates annually on or about January 1, and any such adjustments shall be in accordance with the Standard Terms.

**5. BILLING STATEMENTS**

Unless otherwise agreed to in writing, we will send you monthly statements for fees and costs incurred. Each statement will be due within thirty days of its receipt. If fees are collected at a settlement or the closing of a transaction, any additional time for post-closing matters will be either billed on a subsequent statement or estimated and collected at the settlement or closing.

November 25, 2014

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#### **6. DISCLAIMER OF GUARANTEE**

Nothing in this Agreement and nothing in our reports or statements to you should be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Unless in the form of a formal opinion, our comments about the expected outcome of your matter are expressions of our opinion only based on the presently known facts and circumstances.

#### **7. DISCLOSURE OF REPRESENTATION**

From time to time, it is useful for us to advise prospective clients of the identity of other clients for whom we have been asked to perform legal services. In addition to helping potential clients to evaluate the potential for our firm to serve their needs, such disclosures also help us make early determinations of potential conflicts. Unless you object, we reserve the right to include the fact of our representation of you in such disclosures. In no case do we disclose any details of any work that we perform for any client in our disclosures, and if you prefer that we not disclose our representation of you, please advise us and we will not do so.

#### **8. PRESERVATION OF DOCUMENTS AND ELECTRONICALLY STORED INFORMATION**

Developments in the law regarding document and data preservation now require parties to a lawsuit to take affirmative and documented steps to preserve records related to litigation. Courts have become increasingly vigilant in demanding that records, especially electronic files, e-mail and similar communications, be preserved. Preservation obligations arise once litigation is reasonably anticipated.

To meet the duty to preserve, a number of steps should be taken at the outset of any lawsuit. These acts can be time consuming but are critical if a party is going to adequately respond to discovery requests and demonstrate its good faith efforts regarding preservation. Because of the nature of electronic record keeping, claims of spoliation or intentional destruction of discoverable evidence are becoming more commonplace. In this context, what a party does to preserve relevant records is coming under increasing scrutiny.

We anticipate working with you closely regarding document and data preservation. As an initial matter, please give consideration to and be prepared to discuss with us the scope of potentially relevant information, the possible types of records that may contain it, and all persons who may have relevant materials. If any potentially relevant information is maintained or stored electronically, immediately consult with your system administrator to determine what records exist and how they can be safeguarded. This is commonly referred to as placing a "Litigation Hold" on records. Options include the immediate suspension of relevant document/record deletion programs, copying or downloading of potentially relevant records, and creating hard copies of computerized records.

November 25, 2014

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**9. EFFECTIVE DATE**

The effective date of this Agreement will be retroactive to the date we first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you and any reasonable costs incurred.

We look forward to working with you. If these terms are acceptable to you, please sign the enclosed duplicate original of this letter and return it to me. If you have any questions about this letter or our representation, please call or write me.

Very truly yours,

STEPTOE & JOHNSON PLLC

By: Bonita K. Black  
Bonita K. Black, Member

Agreed to this 25<sup>th</sup> day of November, 2014.

LG&E AND KU ENERGY LLC

By: [Signature]  
Title: SR. CORP. ATTORNEY



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

CONFIDENTIAL INFORMATION REDACTED

Firm	Timekeeper	Unit Rate	Class
Stoll Keenon Ogden	Horn, Erica		✓ Of Counsel
Stoll Keenon Ogden	Fleenor, David		✓ Of Counsel
Stoll Keenon Ogden	Brent, Doug		✓ Of Counsel
Stoll Keenon Ogden	Mills, Sarah		✓ Of Counsel
Stoll Keenon Ogden	Flowers, William		✓ Of Counsel
Stoll Keenon Ogden	Bright, Lloyd		✓ Of Counsel
Stoll Keenon Ogden	Lewis, Riggs		✓ Of Counsel
Stoll Keenon Ogden	Lewis, Peter		✓ Of Counsel
Stoll Keenon Ogden	Pinson, Gwen		✓ Of Counsel
Stoll Keenon Ogden	Kula, Stacy		✓ Of Counsel
Stoll Keenon Ogden	Corrigan, Timothy		✓ Of Counsel
Stoll Keenon Ogden	Phelps, Anthony		✓ Of Counsel
Stoll Keenon Ogden	Bird, Elizabeth		✓ Of Counsel
Stoll Keenon Ogden	Crosby, Duncan	224.84	✓ Of Counsel
Stoll Keenon Ogden	Hulette, Sidney		✓ Of Counsel
Stoll Keenon Ogden	Morgan, Lisa		✓ Associate
Stoll Keenon Ogden	Durning, Kent		✓ Associate
Stoll Keenon Ogden	Miller, Stacy		✓ Associate
Stoll Keenon Ogden	Wheeler, Amy		✓ Associate
Stoll Keenon Ogden	Donovan, Allison		✓ Associate
Stoll Keenon Ogden	Thacker, Chris		✓ Associate
Stoll Keenon Ogden	Bishop, Sarah		✓ Associate
Stoll Keenon Ogden	Frazier, Carl		✓ Associate
Stoll Keenon Ogden	Howard, Dana		✓ Associate
Stoll Keenon Ogden	Keeton, Brad		✓ Associate
Stoll Keenon Ogden	Kline, Timothy		✓ Associate
Stoll Keenon Ogden	Krefft, Rebecca		✓ Associate
Stoll Keenon Ogden	Lindblom, Matt		✓ Associate
Stoll Keenon Ogden	Nicholson, Nick		✓ Associate
Stoll Keenon Ogden	Sherman, Stephen		✓ 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		✓ 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	Faulconer, Penny		✓ Paralegal
Stoll Keenon Ogden	Hashimoto, Masako		✓ Paralegal

CONFIDENTIAL INFORMATION REDACTED

Scott

Firm	Timekeeper Name	Office	Unit Rate
Arnold & Porter	Michael,Rebecca	Washington DC	
Arnold & Porter	Rizzo,Sandra	Washington DC	
Baker Botts	Berge, M H	Washington DC	
Baker Botts	Berge,Megan Heuberger	Washington DC	
Baker Botts	Broadaway,Samia Rogers	Washington DC	
Baker Botts	Bumpers,William M.	Washington DC	
Baker Botts	Harmon, S S	Washington DC	
Baker Botts	Harmon,Shani Sonseirrae	Washington DC	
Baker Botts	Jackson,Thomas C.	Washington DC	
Baker Botts	Jacobs,Kevin T.	Washington DC	
Baker Botts	Leifer,Steven L.	Washington DC	
Baker Botts	Mallick,Allison O. Watkins	Washington DC	
Baker Botts	Maser,Gabriel L.	Washington DC	
Baker Botts	Mayo,Alton K.	Washington DC	
Baker Botts	Mcdonald,Derek R.	Washington DC	
Baker Botts	Romo,Carlos Ricardo	Washington DC	
Baker Botts	Seitz,John B.	Washington DC	
Baker Botts	Thomsen,Martha S.	Washington DC	
Baker Botts	Williams,Paulina Antonia Olin	Washington DC	
Baker Botts	Wyman,Christine Glendennin	Washington DC	
Balch & Bingham LLP	Langley, Eric B.	Birmingham, AL	
Bancroft	Clement, Paul D.	Washington DC	
Bancroft	Ferguson, Andrew N.	Washington DC	
Bancroft	Harris, Jeffrey M.	Washington DC	
Bancroft	Lacour, Edmund G.	Washington DC	
Bancroft	Michel, Christopher G.	Washington DC	
Bancroft	Murphy, Erin E.	Washington DC	
Barnes & Thornburg	Carroll,Jan M.	Indianapolis IN	
Bingham Greenebaum	Moore, Christie A.	Louisville KY	
BRYAN CAVE LLP	Barrett,Kristina R.	Atlanta GA	
BRYAN CAVE LLP	Biggers,Michael G.	Atlanta GA	
BRYAN CAVE LLP	Cook,Edwin M.	Atlanta GA	
BRYAN CAVE LLP	Greene,C. Scott	Atlanta GA	
Dickinson WrightPLLC	Johnson, Brian M.	Lexington KY	
Dickinson WrightPLLC	Stinnett, Matthew A.	Lexington KY	
DINSMORE & SHOHL	Abate,Michael	Louisville KY	
DINSMORE & SHOHL	Aikin,Andrea	Louisville KY	
DINSMORE & SHOHL	Bender,Jack	Louisville KY	
DINSMORE & SHOHL	Boyd,Lindsey	Louisville KY	
DINSMORE & SHOHL	Brown,Carolyn	Louisville KY	
DINSMORE & SHOHL	Burns,Patrick	Louisville KY	
DINSMORE & SHOHL	Clay,Richard	Louisville KY	
DINSMORE & SHOHL	Curtz,Chauncey	Louisville KY	
DINSMORE & SHOHL	Dabney,Hillary	Louisville KY	
DINSMORE & SHOHL	Dejesus,Joel	Louisville KY	
DINSMORE & SHOHL	Depp,Edward	Louisville KY	
DINSMORE & SHOHL	Edelman,Barbara	Louisville KY	
DINSMORE & SHOHL	Edwards,Angela	Louisville KY	
DINSMORE & SHOHL	Gray,Michael	Louisville KY	
DINSMORE & SHOHL	Greiner,Joe	Louisville KY	
DINSMORE & SHOHL	Haering,Nicholas	Louisville KY	
DINSMORE & SHOHL	Herrick,Brooks	Louisville KY	
DINSMORE & SHOHL	Hirn,Michael	Louisville KY	
DINSMORE & SHOHL	Hunt,Kurt	Louisville KY	

Firm	Timekeeper Name	Office	Unit Rate
DINSMORE & SHOHL	Imhoff, Tammy	Louisville KY	
DINSMORE & SHOHL	Keel, Corinne	Louisville KY	
DINSMORE & SHOHL	Krebs, Charles	Louisville KY	
DINSMORE & SHOHL	Larkin, R. Clay	Louisville KY	
DINSMORE & SHOHL	Longmeyer, Philip	Louisville KY	
DINSMORE & SHOHL	Mccauley, Haley	Louisville KY	
DINSMORE & SHOHL	Mckenna, Sarah	Louisville KY	
DINSMORE & SHOHL	Meyer, R.	Louisville KY	
DINSMORE & SHOHL	Morrison, Ryan	Louisville KY	
DINSMORE & SHOHL	Nahavandi, Amir	Louisville KY	
DINSMORE & SHOHL	O'bryan, Patrick	Louisville KY	
DINSMORE & SHOHL	O'bryan, Patrick	Louisville KY	
DINSMORE & SHOHL	O'gara, Daniel	Louisville KY	
DINSMORE & SHOHL	Selent, John	Louisville KY	
DINSMORE & SHOHL	Sharpe, Felix	Louisville KY	
DINSMORE & SHOHL	Sims, Jason	Louisville KY	
DINSMORE & SHOHL	Swain, Luke	Louisville KY	
DINSMORE & SHOHL	Tucker, Joseph	Louisville KY	
DINSMORE & SHOHL	Wiseman, Timothy	Louisville KY	
DINSMORE & SHOHL	Zelli, Anthony	Louisville KY	
Fisher & Phillips	Behymer, Cheryl	Louisville KY	
Fisher & Phillips	Birchfield, Thomas	Louisville KY	
Fisher & Phillips	Claycomb, Lauren	Louisville KY	
Fisher & Phillips	Creighton, Myra	Louisville KY	
Fisher & Phillips	Foley, Chantell	Louisville KY	
Fisher & Phillips	George, Tabatha	Louisville KY	
Fisher & Phillips	Gomsak, Mark	Louisville KY	
Fisher & Phillips	Haley, Raymond	Louisville KY	
Fisher & Phillips	Logsdon, Todd	Louisville KY	
Fisher & Phillips	Maring, Lorie	Louisville KY	
Fisher & Phillips	Swafford, Andrew	Louisville KY	
Fisher & Phillips	U'sellis, Megan	Louisville KY	
Foley & Mansfield	Claire C. Kossmann	St Louis MO	
Foley & Mansfield	Julie Brummond	St Louis MO	
Foley & Mansfield	Robert J. Brummond	St Louis MO	
Frost Brown Todd LLC	Abner, Sara L	Louisville KY	
Frost Brown Todd LLC	Ahearn, Dale E	Louisville KY	
Frost Brown Todd LLC	Anderson, Nancy E	Louisville KY	
Frost Brown Todd LLC	Berkley, Katherine L	Louisville KY	
Frost Brown Todd LLC	Burgess, Patricia K	Louisville KY	
Frost Brown Todd LLC	Burnette, Amy J	Louisville KY	
Frost Brown Todd LLC	Byrne, Jeremiah A	Louisville KY	
Frost Brown Todd LLC	Canaday, Theresa A	Louisville KY	
Frost Brown Todd LLC	Crawford, Steven M	Louisville KY	
Frost Brown Todd LLC	Davis, Kellie	Louisville KY	
Frost Brown Todd LLC	De Beer, Jan	Louisville KY	
Frost Brown Todd LLC	De La Barra Helstrom, Carla	Louisville KY	
Frost Brown Todd LLC	Doehrmann, Carrie G.	Louisville KY	
Frost Brown Todd LLC	Dolson, Scott W	Louisville KY	
Frost Brown Todd LLC	Eckhardt, Chad N	Louisville KY	
Frost Brown Todd LLC	Felsen, Liam E	Louisville KY	
Frost Brown Todd LLC	Ge, Chongyang (Tiffany)	Louisville KY	
Frost Brown Todd LLC	Gleason, Thomas C	Louisville KY	
Frost Brown Todd LLC	Hall, Kimera J	Louisville KY	

Firm	Timekeeper Name	Office	Un
Frost Brown Todd LLC	Harrison,Miles R	Louisville KY	
Frost Brown Todd LLC	Jones,Leanders L	Louisville KY	
Frost Brown Todd LLC	Kegley,Adam R	Louisville KY	
Frost Brown Todd LLC	King,Edward M	Louisville KY	
Frost Brown Todd LLC	Langdon,Douglas W	Louisville KY	
Frost Brown Todd LLC	Mattingly,Bryan K	Louisville KY	
Frost Brown Todd LLC	Miller,Jonathan S	Louisville KY	
Frost Brown Todd LLC	Northam,Patrick R	Louisville KY	
Frost Brown Todd LLC	O'brien Iii,Thomas P.	Louisville KY	
Frost Brown Todd LLC	Palmer,Andrew M	Louisville KY	
Frost Brown Todd LLC	Parker,Laraclay Drake	Louisville KY	
Frost Brown Todd LLC	Pritchett,Charles M	Louisville KY	
Frost Brown Todd LLC	Renzelmann,Jason P	Louisville KY	
Frost Brown Todd LLC	Schulz,Kelly W	Louisville KY	
Frost Brown Todd LLC	Shull Iii,Michael	Louisville KY	
Frost Brown Todd LLC	Skolnick,Cory J	Louisville KY	
Frost Brown Todd LLC	Snyder,Sheryl G	Louisville KY	
Frost Brown Todd LLC	Stemler,Alison M	Louisville KY	
Frost Brown Todd LLC	Stewart,Cynthia L.	Louisville KY	
Frost Brown Todd LLC	Syrcl, Jana E	Louisville KY	
Frost Brown Todd LLC	Terry,Griffin	Louisville KY	
Frost Brown Todd LLC	Trimble,David C	Louisville KY	
Frost Brown Todd LLC	Wagster,John S	Louisville KY	
Frost Brown Todd LLC	Walker Weyand,Allison E	Louisville KY	
Frost Brown Todd LLC	Weihe,Cecilia F	Louisville KY	
Frost Brown Todd LLC	Wettle,Susan S	Louisville KY	
Frost Brown Todd LLC	Wood,Richard L	Louisville KY	
Frost Brown Todd LLC	Woods,C Laurence	Louisville KY	
Frost Brown Todd LLC	Wyatt,Cathleen D	Louisville KY	
Fulton & Devlin	John Edward "Ward" Ballerstedt	Louisville KY	
Fulton & Devlin	Judson F. Devlin	Louisville KY	
Fulton & Devlin	Kate M. Carpenter	Louisville KY	
Fulton & Devlin	Natalie Laszkowski	Louisville KY	
Glaspy & Glaspy	Glaspy, David	Walnut Creek CA	
Glaspy & Glaspy	Glaspy, Tomas	Walnut Creek CA	
Glaspy & Glaspy	Hartman, James	Walnut Creek CA	
Glaspy & Glaspy	Lundry, Gary	Walnut Creek CA	
Glaspy & Glaspy	O'malley, Brian	Walnut Creek CA	
Glaspy & Glaspy	Poll, David	Walnut Creek CA	
Hogan Lovells US LLP	Clark,Matthew J.	Washington DC	
Hogan Lovells US LLP	Ellett,E. Tazewell	Washington DC	
Holland and Hart	Goldberg, Gregory	Denver CO	
Holland and Hart	Sansonetti, Tom	Denver CO	
Holland and Hart	Snodgrass, Sandra	Denver CO	
Holland and Hart	Snodgrass,Sandra	Denver CO	
Hunton & Williams	Barnes,Felicia	Richmond VA	
Hunton & Williams	Bracken,Lawrence	Richmond VA	
Hunton & Williams	Brown,Samuel	Richmond VA	
Hunton & Williams	Brownell,F.	Richmond VA	
Hunton & Williams	Clark,Caryn	Richmond VA	
Hunton & Williams	Hanbury,Joshua	Richmond VA	
Hunton & Williams	Harlow,David	Richmond VA	
Hunton & Williams	Henson,John	Richmond VA	
Hunton & Williams	Jaber,Makram	Richmond VA	

Firm	Timekeeper Name	Office	Unit Rate
Hunton & Williams	Knudsen,Andrew	Richmond VA	
Hunton & Williams	Long,Nash	Richmond VA	
Hunton & Williams	Mclellan,Matthew	Richmond VA	
Hunton & Williams	Merritt,Emma	Richmond VA	
Hunton & Williams	Molenkamp,Jack	Richmond VA	
Hunton & Williams	Murdock,Eric	Richmond VA	
Hunton & Williams	Nickel,Henry	Richmond VA	
Hunton & Williams	Oehninger,Sergio	Richmond VA	
Hunton & Williams	Podolny,Meghan	Richmond VA	
Hunton & Williams	Rolfe,Robert	Richmond VA	
Hunton & Williams	Rosser,Brent	Richmond VA	
Hunton & Williams	Santos,Sarah	Richmond VA	
Hunton & Williams	Szymanski,Tauna	Richmond VA	
Hunton & Williams	Wood,Allison	Richmond VA	
JONES DAY	Bentz,Andrew	Chicago IL	
JONES DAY	Carvin,Michael	Chicago IL	
JONES DAY	Fregolle,Hannah	Chicago IL	
JONES DAY	Joseph,Robert	Chicago IL	
JONES DAY	Moore,Scott	Chicago IL	
JONES DAY	Winslow,Edward	Chicago IL	
Kaplan & Partner	Fleischman, Andrew	Louisville KY	
Kaplan & Partner	Kaplan, David	Louisville KY	
Keller & Heckman	Doughty, Timothy A.	Washington DC	
Keller & Heckman	Kunkle, Gregory E.	Washington DC	
Keller & Heckman	Wright, Wesley K.	Washington DC	
King & Spalding LLP	Bowe,Jim	Washington DC	
King & Spalding LLP	Rice,Bill	Washington DC	
King & Spalding LLP	Togni,Pat	Washington DC	
Langley & Bromberg	Eric Langley	Birmingham, AL	
Langley & Bromberg	Robin Bromberg	Birmingham, AL	
Lloyd & McDaniel	Stosberg, Andrew	Louisville KY	
ManionGaynorManning	Cheesbro, Heather	New Orleans, LA	
ManionGaynorManning	Massenburg, Christopher	New Orleans, LA	
NIXON PEABODY LLP	Andrews,William	Washington DC	
PennStuart	Esposito, Mark L.	Abingdon VA	
PennStuart	Frye, Mark E.	Abingdon VA	
PennStuart	Land, Seth M	Abingdon VA	
PennStuart	Lundy, Michael S	Abingdon VA	
PennStuart	Massie, Wade W.	Abingdon VA	
PennStuart	Moore, Nathaniel D	Abingdon VA	
PennStuart	Stone, Paula D	Abingdon VA	
Pillsbury	Baxter,David	New York NY	
Pillsbury	Delaney,Jeffrey	New York NY	
Pillsbury	Eckland,Todd	New York NY	
Pillsbury	Harcourt,Caroline	New York NY	
Pillsbury	Hood,Catherine	New York NY	
Pillsbury	Kane,Matthew	New York NY	
Pillsbury	Langan,Stephanie	New York NY	
Pillsbury	Reddy,Harsha	New York NY	
Pillsbury	Terrell,J. Anthony	New York NY	
Pillsbury	Waterman,Brian	New York NY	
Rooney Rippie	Darren J. Hunter	Chicago IL	
Sands Anderson PC	Winegardner,Douglas	Richmond VA	
Schiff Hardin	A. Palmer, Debra	Washington DC	

## CONFIDENTIAL INFORMATION REDACTED

Firm	Timekeeper Name	Office	Unit Rate
Schiff Hardin	E. Dearborn, John	Washington DC	
Schiff Hardin	G. Dejesus, Joel	Washington DC	
Schiff Hardin	K. Matt, Peter	Washington DC	
Schiff Hardin	S. Allen, Nicole	Washington DC	
Schiff Hardin	Y. Speed-Bost, Regina	Washington DC	
Seyfarth Shaw	Vu, Minh	Washington DC	
Step toe and Johnson	Batesmanno, Rebecca	Louisville KY	
Step toe and Johnson	Black, Bonita K.	Louisville KY	
Step toe and Johnson	Frye, Anne L.	Louisville KY	
Step toe and Johnson	Hardy, Scott R.	Louisville KY	
Step toe and Johnson	Jarrell, Cara H.	Louisville KY	
Step toe and Johnson	Krieger, Kurt L.	Louisville KY	
Step toe and Johnson	Malone, David B.	Louisville KY	
Step toe and Johnson	Mayes, Jr., Gregory E.	Louisville KY	
Step toe and Johnson	Prosek, Bryan K.	Louisville KY	
Step toe and Johnson	Stuart, Michael B.	Louisville KY	
Step toe and Johnson	Tannon, Elizabeth M.	Louisville KY	
Stoll Keenon Ogden	Baessler, Charles	Louisville KY	
Stoll Keenon Ogden	Beck, Kathryn	Louisville KY	
Stoll Keenon Ogden	Bilby, John	Louisville KY	
Stoll Keenon Ogden	Bird, Elizabeth	Louisville KY	
Stoll Keenon Ogden	Bishop, Sarah	Louisville KY	
Stoll Keenon Ogden	Braun, Monica	Louisville KY	208
Stoll Keenon Ogden	Brent, Douglas	Louisville KY	
Stoll Keenon Ogden	Brinkman, Scott	Louisville KY	
Stoll Keenon Ogden	Calabrese, Jeffrey	Louisville KY	
Stoll Keenon Ogden	Clark, Steven	Louisville KY	
Stoll Keenon Ogden	Crosby, Iii, W. Duncan	Louisville KY	249
Stoll Keenon Ogden	Dilger, Craig	Louisville KY	
Stoll Keenon Ogden	Donovan, Allison	Louisville KY	
Stoll Keenon Ogden	Dunn, Barry	Louisville KY	
Stoll Keenon Ogden	Durning, J. Kent	Louisville KY	
Stoll Keenon Ogden	Egan, Connor	Louisville KY	
Stoll Keenon Ogden	Eifler, Timothy	Louisville KY	
Stoll Keenon Ogden	Ferguson, Lucy	Louisville KY	
Stoll Keenon Ogden	Fetcher, Angela	Louisville KY	
Stoll Keenon Ogden	Franklin, Mark	Louisville KY	
Stoll Keenon Ogden	Frazier, Carl	Louisville KY	
Stoll Keenon Ogden	Garris, Mary	Louisville KY	
Stoll Keenon Ogden	Goebel, Adam	Louisville KY	
Stoll Keenon Ogden	Goff, Lea	Louisville KY	
Stoll Keenon Ogden	Green, Jordan	Louisville KY	
Stoll Keenon Ogden	Hatfield, C Kent	Louisville KY	
Stoll Keenon Ogden	Henderson, John	Louisville KY	
Stoll Keenon Ogden	Hendricks, J. Wade	Louisville KY	
Stoll Keenon Ogden	Hill, Quinn	Louisville KY	
Stoll Keenon Ogden	Hinkle, Samuel	Louisville KY	
Stoll Keenon Ogden	Hopkins, Chapman	Louisville KY	
Stoll Keenon Ogden	Horn, Erica	Louisville KY	
Stoll Keenon Ogden	Howard, Dana	Louisville KY	
Stoll Keenon Ogden	Howard, Lindsey	Louisville KY	
Stoll Keenon Ogden	Hurst, Mark	Louisville KY	
Stoll Keenon Ogden	Imperial, Robert	Louisville KY	
Stoll Keenon Ogden	Ingram, Iii, Lindsey	Louisville KY	319

## CONFIDENTIAL INFORMATION REDACTED

Firm	Timekeeper Name	Office	Unit Rate
Stoll Keenon Ogden	Kellerman, Robert	Louisville KY	
Stoll Keenon Ogden	Kreffft, Rebecca A	Louisville KY	
Stoll Keenon Ogden	Lindblom, Matthew	Louisville KY	
Stoll Keenon Ogden	Mandlehr, Joseph	Louisville KY	185
Stoll Keenon Ogden	Martin, Jr., James	Louisville KY	
Stoll Keenon Ogden	Mattingly, Emily	Louisville KY	
Stoll Keenon Ogden	Mcelroy, Lauren	Louisville KY	
Stoll Keenon Ogden	Mcguire, Tara	Louisville KY	
Stoll Keenon Ogden	Nunnelley, Richard	Louisville KY	
Stoll Keenon Ogden	Page, Todd	Louisville KY	
Stoll Keenon Ogden	Pagorski, Emily	Louisville KY	
Stoll Keenon Ogden	Parsons, Matt	Louisville KY	212
Stoll Keenon Ogden	Pulliam, Laura	Louisville KY	
Stoll Keenon Ogden	Riggs, Kendrick	Louisville KY	398
Stoll Keenon Ogden	Royse, David	Louisville KY	
Stoll Keenon Ogden	Rutledge, Thomas	Louisville KY	
Stoll Keenon Ogden	Sales, Walter	Louisville KY	
Stoll Keenon Ogden	Schaefer, Christopher	Louisville KY	208
Stoll Keenon Ogden	Schnell, Anthony	Louisville KY	
Stoll Keenon Ogden	Schueler, Maddie	Louisville KY	
Stoll Keenon Ogden	Scott, Joseph	Louisville KY	
Stoll Keenon Ogden	Sherman, Stephen	Louisville KY	
Stoll Keenon Ogden	Smith, George	Louisville KY	
Stoll Keenon Ogden	Thomason, David	Louisville KY	
Stoll Keenon Ogden	Thomason, John	Louisville KY	
Stoll Keenon Ogden	Vogeler, Andrew	Louisville KY	
Stoll Keenon Ogden	Warf, E. Rachael	Louisville KY	
Stoll Keenon Ogden	Watt, Robert	Louisville KY	398
Stoll Keenon Ogden	Weihe, Eric	Louisville KY	
Stoll Keenon Ogden	Wilford, Frank	Louisville KY	
Stoll Keenon Ogden	Wimberly, Mary Ellen	Louisville KY	176
Stoll Keenon Ogden	Wuetcher, Gerald	Louisville KY	263
Stoll Keenon Ogden	Yonash, Aaron	Louisville KY	
Troutman Sanders LLP	Anthony,David	Washington DC	
Troutman Sanders LLP	Archuleta,Daniel	Washington DC	
Troutman Sanders LLP	Brandt,Justin	Washington DC	
Troutman Sanders LLP	Coles,Todd	Washington DC	
Troutman Sanders LLP	Crowley,M.	Washington DC	
Troutman Sanders LLP	Dailey, Anne	Washington DC	
Troutman Sanders LLP	Devita, Thomas	Washington DC	
Troutman Sanders LLP	Edwards,Bob	Washington DC	
Troutman Sanders LLP	Grounds,Alison	Washington DC	
Troutman Sanders LLP	Harms,Brian	Washington DC	
Troutman Sanders LLP	Hayes,Christina	Washington DC	
Troutman Sanders LLP	Hites,Jasmine	Washington DC	
Troutman Sanders LLP	Jacobs,Kurt	Washington DC	
Troutman Sanders LLP	Jones,Christopher	Washington DC	
Troutman Sanders LLP	Kooistra,Russell	Washington DC	
Troutman Sanders LLP	Larcamp,Daniel	Washington DC	
Troutman Sanders LLP	Lee,Clarence	Washington DC	
Troutman Sanders LLP	Meushaw,Hallie	Washington DC	
Troutman Sanders LLP	Morrison,Vaughn	Washington DC	
Troutman Sanders LLP	Nalls,Christopher	Washington DC	
Troutman Sanders LLP	Ostroff,Ethan	Washington DC	

Firm	Timekeeper Name	Office	Unit Rate
Troutman Sanders LLP	Rubin, David	Washington DC	
Troutman Sanders LLP	Sikora, Clifford	Washington DC	
Troutman Sanders LLP	Stefanou, Mary Ellen	Washington DC	
Troutman Sanders LLP	Trimble, Melissa	Washington DC	
Troutman Sanders LLP	Will, Allison	Washington DC	
Troutman Sanders LLP	Wingfield, Alan	Washington DC	
Troutman Sanders LLP	Wingfield, Alan	Washington DC	
Troutman Sanders LLP	Wise, Adam	Washington DC	
Troutman Sanders LLP	Zentz, Christopher	Washington DC	
Tucker Ellis	Frost, Sharla J.	Dallas TX	
Two Rivers Law Group	Sarah Y. M. Himmel	Christiansburg VA	
Venable LLP	Boorman, Laura	Washington DC	
Venable LLP	Fawal, Margaret	Washington DC	
Venable LLP	Green, Douglas	Washington DC	
Venable LLP	O'sullivan, Chelsea	Washington DC	

December 28, 2015

**CONFIDENTIAL**

PPL Corporation  
Two North Ninth Street  
Allentown, PA 18101-1179

PPL Electric Utilities Corporation  
Two North Ninth Street  
Allentown, PA 18101-1179

Kentucky Utilities Company  
One Quality Street  
Lexington, KY 40507

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

**Re: Senior Unsecured Revolving Credit Facilities  
Agent Fee Letter**

Ladies and Gentlemen:

This confidential fee letter is delivered in connection with (i) the commitment letter dated the date hereof (the "PPL Commitment Letter"), to PPL Corporation ("PPL") 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"), Mizuho Bank, Ltd. ("Mizuho"), Citigroup Global Markets Inc. ("CGMI") on behalf of Citi, Barclays Bank PLC ("Barclays"), J.P. Morgan Securities LLC ("JPMS") and together with Wells Fargo Securities, MLPFS, Mizuho, Citi and Barclays, the "Joint Lead Arrangers") and JPMorgan Chase Bank, N.A. ("JPMCB" and together with Wells Fargo, Bank of America, Mizuho, Citi and Barclays, the "Committing Banks") (ii) the commitment letter dated the date hereof (the "PPL Electric Commitment Letter"), to PPL Electric Utilities Corporation ("PPL Electric") from the Committing Banks and Joint Lead Arrangers, (iii) the commitment letter dated the date hereof (the "KU Commitment Letter"), to Kentucky Utilities Company ("KU") from the Committing Banks and Joint Lead Arrangers and (iv) the commitment letter dated the date hereof (the "LGE Commitment Letter" and together with the PPL Commitment Letter, the PPL Electric Commitment Letter and KU Commitment Letter, the "Commitment Letters"), to Louisville Gas and Electric Company ("LGE" and together with PPL, PPL Electric and KU, "you") from the Committing Banks and Joint Lead Arrangers. This fee letter shall not, independently of any Commitment Letter if accepted in accordance with its terms, give rise to any obligation to provide any financing. Unless otherwise

**REDACTED AMOUNTS ARE NON-RESPONSIVE**

defined, capitalized terms used in this fee letter have the meanings provided for in the Commitment Letters.

To induce Wells Fargo Securities to arrange each Facility (as defined below), you hereby agree to pay to Wells Fargo Securities, for its own account, an arrangement fee in respect of each Facility, which shall be earned, due and payable in full in cash on the applicable Closing Date, and which (i) in the case of the Capital Funding Facility (as defined in the PPL Commitment Letter), shall equal [REDACTED] (ii) in the case of the PPL Electric Facility (as defined in the PPL Electric Commitment Letter), shall equal [REDACTED] (iii) in the case of the KU Facility (as defined in the KU Commitment Letter), shall equal \$60,000 and (iv) in the case of the LGE Facility (as defined in the LGE Commitment Letter, and together with the Capital Funding Facility, PPL Electric Facility and KU Facility, the “Facilities”), shall equal \$75,000.

PPL also agrees to pay to Wells Fargo, for the account of each Lender under the Capital Funding Facility, an amendment fee in respect of such Facility, which shall be earned, due and payable in full in cash on the Closing Date thereof, and which shall be equal to (i) [REDACTED] basis points multiplied by the lesser of (x) such Lender’s commitment under the Capital Funding Facility as set forth in the Credit Agreement for the Capital Funding Facility on the Closing Date thereof and (y) such Lender’s commitment under the Existing CF Credit Agreement (as defined in the PPL Commitment Letter) plus (ii) [REDACTED] basis points multiplied by the excess, if any, of (x) such Lender’s commitment under the Capital Funding Facility as set forth in the Credit Agreement for the Capital Funding Facility on the Closing Date thereof over (y) such Lender’s commitment under the Existing CF Credit Agreement.

PPL Electric also agrees to pay to Wells Fargo, for the account of each Lender under the PPL Electric Facility, an amendment fee in respect of such Facility, which shall be earned, due and payable in full in cash on the Closing Date thereof, and which shall be equal to (i) [REDACTED] basis points multiplied by the lesser of (x) such Lender’s commitment under the PPL Electric Facility as set forth in the Credit Agreement for the PPL Electric Facility on the Closing Date thereof and (y) such Lender’s commitment under the Existing PPL Electric Credit Agreement (as defined in the PPL Electric Commitment Letter) plus (ii) [REDACTED] basis points multiplied by the excess, if any, of (x) such Lender’s commitment under the PPL Electric Facility as set forth in the Credit Agreement for the PPL Electric Facility on the Closing Date thereof over (y) such Lender’s commitment under the Existing PPL Electric Credit Agreement.

KU also agrees to pay to Wells Fargo, for the account of each Lender under the KU Facility, an amendment fee in respect of such Facility, which shall be earned, due and payable in full in cash on the Closing Date thereof, and which shall be equal to (i) 7.5 basis points multiplied by the lesser of (x) such Lender’s commitment under the KU Facility as set forth in the Credit Agreement for the KU Facility on the Closing Date thereof and (y) such Lender’s commitment under the Existing KU Credit Agreement (as defined in the KU Commitment Letter) plus (ii) 17.5 basis points multiplied by the excess, if any, of (x) such Lender’s commitment under the KU Facility as set forth in the Credit Agreement for the KU Facility on the Closing Date thereof over (y) such Lender’s commitment under the Existing KU Credit Agreement.

LGE also agrees to pay to Wells Fargo, for the account of each Lender under the LGE Facility, an amendment fee in respect of such Facility, which shall be earned, due and payable in full in cash on the Closing Date thereof, and which shall be equal to (i) 7.5 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 thereof and (y) such Lender's commitment under the Existing LGE Credit Agreement (as defined in the LGE Commitment Letter) 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 thereof over (y) such Lender's commitment under the Existing LGE Credit Agreement.

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

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.

You agree that, once paid, the fees or any part thereof payable hereunder or under the Commitment Letters shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated by the Commitment Letters are consummated, except as otherwise agreed in writing. All fees payable hereunder and under any Commitment Letter shall be paid in immediately available funds in U.S. Dollars and shall not be subject to reduction by way of setoff or counterclaim or be otherwise affected by any claim or dispute related to any other matter, and shall be in addition to reimbursement of our reasonable and documented out-of-pocket expenses as provided for herein and in the Commitment Letters. You agree that we may, in our sole discretion, share all or a portion of any of the fees payable pursuant to this Fee Letter with any of our affiliates. It is understood that no Lender participating in any Facility will receive compensation from you or your affiliates outside the terms contained in this fee letter and in the Commitment Letters in order to obtain its participation in any 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 Facilities will be at the discretion of the Joint Lead Arrangers. The agreements in this paragraph shall survive the closing of the Capital Funding Facility, PPL Electric Facility, KU Facility and LGE Facility.

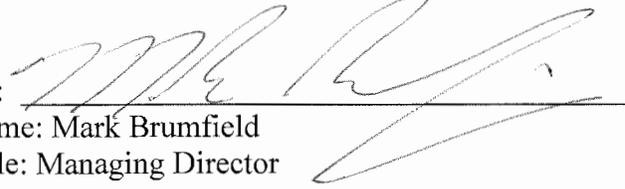
In addition, you agree to pay all reasonable and customary out-of-pocket costs and expenses incurred by Wells Fargo and Wells Fargo Securities in connection with the negotiation of documentation and the syndication of the Facilities (including, without limitation, the reasonable fees and out-of-pocket expenses of Davis Polk & Wardwell LLP), for preparation and negotiation of the Commitment Letters, this fee letter, the definitive documentation with respect to each Facility and all other advice or services provided by Wells Fargo and Wells Fargo Securities in connection with the proposed Facilities, in each case irrespective of whether such definitive documentation is ultimately executed and delivered, and the Facilities are 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 Wells Fargo and Wells Fargo Securities, 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, Wells Fargo and Wells Fargo Securities 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:   
Name: Mark Brumfield  
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: **Frederick W. Price**  
Title: **Managing Director**

AGREED TO AND ACCEPTED  
AS OF THE DATE FIRST WRITTEN ABOVE

PPL CORPORATION

By:   
Name: Mark F. Wilten  
Title: Vice President, Treasurer and Chief Risk Officer

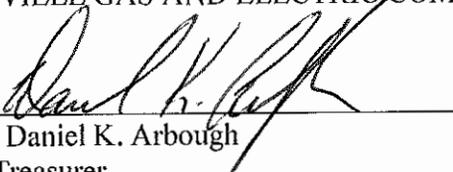
AGREED TO AND ACCEPTED  
AS OF THE DATE FIRST WRITTEN ABOVE

PPL ELECTRIC UTILITIES CORPORATION

By:   
Name: Mark F. Wilten  
Title: Treasurer

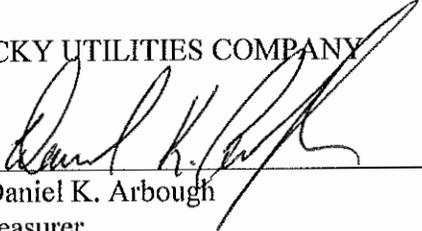
AGREED TO AND ACCEPTED  
AS OF THE DATE FIRST WRITTEN ABOVE

LOUISVILLE GAS AND ELECTRIC COMPANY

By:   
Name: Daniel K. Arbough  
Title: Treasurer

AGREED TO AND ACCEPTED  
AS OF THE DATE FIRST WRITTEN ABOVE

KENTUCKY UTILITIES COMPANY

By:   
Name: Daniel K. Arbough  
Title: Treasurer

EXECUTION VERSION

## AMENDMENT NO. 1 TO CREDIT AGREEMENT

AMENDMENT dated as of January 29, 2016 (this “**Amendment**”) to the Amended and Restated Revolving Credit Agreement dated as of July 28, 2014 (as amended, amended and restated or otherwise modified prior to the date hereof, the “**Existing Credit Agreement**” and as amended hereby, the “**Amended Credit Agreement**”) among LOUISVILLE GAS AND ELECTRIC COMPANY (the “**Borrower**”), the LENDERS party thereto (the “**Lenders**”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, Issuing Lender and Swingline Lender (the “**Agent**”).

### WITNESSETH:

WHEREAS, the parties hereto desire to amend the Existing Credit Agreement to (i) extend the scheduled Termination Date (ii) increase the Commitments and (iii) make certain other amendments, all as provided herein.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein that is defined in the Amended Credit Agreement has the meaning assigned to such term in the Amended Credit Agreement. Each reference to “hereof”, “hereunder”, “herein” and “hereby” and each other similar reference and each reference to “this Agreement” and each other similar reference contained in the Existing Credit Agreement shall, after this Amendment becomes effective, refer to the Amended Credit Agreement.

SECTION 2. *Credit Agreement Amendments.* With effect from and including the Amendment Effective Date, the Existing Credit Agreement is hereby amended as follows:

(a) *Defined Terms.*

(i) Section 1.01 of the Existing Credit Agreement is amended by amending the definitions of the terms listed below as follows:

(A) The definition of “Lender Default” is amended by adding the following new clause (v) after clause (iv) and immediately preceding the proviso thereto:

“, or (v) the Lender becomes the subject of a Bail-in Action”

(B) The definition of “London Interbank Offered Rate” is amended by (x) deleting the proviso at the end of clause (i) thereof, (y) deleting the proviso at the end of clause (ii) thereof and (z) adding the following sentence at the end thereof:

“Notwithstanding the foregoing, if the London Interbank Offered Rate determined in accordance with the foregoing shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.”

(C) The definition of “Letter of Credit Liabilities” is amended by adding the following sentence at the end thereof:

“For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.”

(ii) Section 1.01 of the Existing Credit Agreement is amended by replacing the definitions of the terms listed below in their entirety with the following:

“Defaulting Lender” means at any time any Lender with respect to which a Lender Default is in effect at such time, including any Lender subject to a Bail-In Action. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more clauses of the definition of “Lender Default” shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to cure as expressly contemplated in the definition of “Lender Default”) upon delivery of written notice of such determination to the Borrower, each Issuing Bank, each Swingline Lender and each Lender.

“Federal Funds Rate” means for any day the rate per annum (rounded upward, if necessary, to the nearest 1/100th of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided, that (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to the nearest 1/100th of 1%) charged by Wells Fargo Bank, National Association on such day on such transactions as determined by the Administrative Agent; provided, further, that if any such rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“JLA Issuing Bank” means Wells Fargo Bank, Bank of America, N.A., Citibank, N.A., JPMorgan Chase Bank, N.A., Mizuho Bank, Ltd. and Barclays Bank PLC (provided that Barclays Bank PLC shall issue only standby Letters of Credit).

“Joint Lead Arrangers” means Wells Fargo Securities, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Mizuho Bank, Ltd., Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Barclays Bank PLC, each in their capacity as joint lead arranger and joint bookrunner in respect of this Agreement.

“LIBOR Market Index Rate” means, for any day, the rate for 1 month U.S. dollar deposits as reported on Reuters Screen LIBOR01 (or any applicable successor page) as of 11:00 a.m., London time, for such day, provided, if such day is not a London Business Day, the immediately preceding London Business Day (or if not so reported, then as determined by the Swingline Lender from another recognized source or interbank quotation); provided, however, that if any such rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“Sanctioned Country” means a country, region or territory that is, or whose government is, the subject of comprehensive territorial Sanctions (currently, Crimea, Cuba, Iran, North Korea, Sudan, and Syria).

“Sanctions” means sanctions administered or enforced by OFAC, the U.S. State Department, the European Union, any European Union member state, Her Majesty’s Treasury of the United Kingdom or any other applicable sanctions authority.

“Termination Date” means the earlier to occur of (i) December 31, 2020, as may be extended from time to time pursuant to Section 2.08(d), and (ii) the date upon which all Commitments shall have been terminated in their entirety in accordance with this Agreement.

(iii) Section 1.01 of the Existing Credit Agreement is amended by inserting the following definitions in their correct alphabetical order:

“Amendment No. 1 Closing Date” means January 29, 2016.

“Amendment No. 1 Fee Letter” means that certain fee letter dated as of December 28, 2015 among the Borrower, PPL Corporation, Kentucky Utilities Company, PPL Electric Utilities Corporation, Wells Fargo Securities and Wells Fargo Bank.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“Bail-In Legislation” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise or branch profits or similar taxes, duties, levies, impost, deductions, charges, and withholdings and all liabilities with respect thereto.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established

in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegate) having responsibility for the resolution of any EEA Financial Institution.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“ISP” has the meaning set forth in Section 3.13.

“Issuer Documents” means with respect to any Letter of Credit, the Letter of Credit Request, and any other document, agreement and instrument entered into by any Issuing Lender and the Borrower (or any Subsidiary) or in favor of such Issuing Lender and relating to such Letter of Credit.

“Other Connection Taxes” means, with respect to any Agent or Lender, taxes, duties, levies, impost, deductions, charges, and withholdings and all liabilities with respect thereto imposed as a result of a present or former connection between such Person and the jurisdiction imposing such tax (other than connections arising from such Person having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Write-Down and Conversion Powers” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

(iv) The definition of “FATCA” in Section 1.01 of the Existing Credit Agreement is amended by replacing “Code” where it appears therein with “Internal Revenue Code”.

(b) *Commitments to Lend.* Section 2.01 of the Existing Credit Agreement is amended and restated by inserting “in Dollars” immediately after “to make Revolving Loans” where it appears therein.

(c) *Swingline Loans.* Section 2.02(a) of the Existing Credit Agreement is amended by replacing the first sentence thereof with the following:

“Subject to the terms and conditions of this Agreement, the Swingline Lender agrees to make Swingline Loans to the Borrower from time to time from the Effective Date through, but

not including, the Swingline Termination Date in an aggregate principal amount at any time outstanding that will not result in (i) the sum of the total Swingline Exposures exceeding the Swingline Sublimit, (ii) the sum of the total Revolving Outstandings exceeding the total Commitments, (iii) any Lender's Revolving Outstandings exceeding such Lender's Commitment or (iv) in the case of the Swingline Lender (whether directly or through an Affiliate), the sum of such Lender's Revolving Outstandings plus (without duplication) the outstanding principal amount of Swingline Loans made by the Swingline Lender exceeding such Swingline Lender's Commitment; provided, that the Borrower shall not use the proceeds of any Swingline Loan to refinance any outstanding Swingline Loan."

(d) *Optional Extensions.* Section 2.08(d)(ii) of the Existing Credit Agreement is amended by replacing "anniversary of the date hereof" where it appears therein with "anniversary of the Amendment No. 1 Closing Date".

(e) *Increased Costs; Taxes.*

(i) Section 2.16(a)(ii) of the Existing Credit Agreement is amended and replaced in its entirety with the following:

"(ii) subject any Lender or the Issuing Lender to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or change the basis of taxation of payments to such Lender or the Issuing Lender in respect thereof (other than (A) Taxes, (B) Other Taxes, (C) the imposition of, or any change in the rate of, any taxes described in clause (i)(a) and clauses (ii) through (iv) of the definition of Taxes in Section 2.17(a), (D) Connection Income Taxes, and (E) Taxes attributable to a Lender's or an Issuing Lender's failure to comply with Section 2.17(e)) or".

(ii) Section 2.17(a)(i) of the Existing Credit Agreement is amended by:

(A) inserting "(a)" after "Lender" where it first appears therein;

(B) replacing "principal executive office" where it appears therein with "principal office"; and

(C) inserting "or (b) that are Other Connection Taxes" at the end thereof.

(iii) Section 2.17(e)(ii)(C) of the Existing Credit Agreement is amended by replacing "Code" where it first appears therein with "Internal Revenue Code".

(iv) Section 2.17(e) of the Existing Credit Agreement is amended by inserting the following sentence immediately prior to the second to last sentence thereof:

"For purposes of determining withholding Taxes imposed under FATCA, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) this Agreement and any Loan or Letter of Credit issued under or pursuant to this

Agreement as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i) or Treasury Regulation Section 1.1471-2T(b)(2)(i).”

(f) *Letters of Credit.*

(i) Section 3.02 of the Existing Credit Agreement is amended by adding the following new clause (b) at the end thereof:

“(b) If the Borrower so requests in any applicable Letter of Credit Request, an Issuing Lender may, in its sole discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an “Auto-Extension Letter of Credit”); provided that any such Auto-Extension Letter of Credit must permit such Issuing Lender to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the “Non-Extension Notice Date”) in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the applicable Issuing Lender, the Borrower shall not be required to make a specific request to the applicable Issuing Lender for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the applicable Issuing Lender to permit the extension of such Letter of Credit at any time to an expiry date not later than five days prior to the Termination Date; provided, however, that no Issuing Lender shall permit any such extension if (A) such Issuing Lender has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of Section 3.04 or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is seven Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Required Lenders have elected not to permit such extension or (2) from the Administrative Agent, any Lender or the Borrower that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, and in each such case directing such Issuing Lender not to permit such extension.”

(ii) Section 3.13 of the Existing Credit Agreement is amended by adding “(the “ISP”)” immediately after the words “The rules of the “International Standby Practices 1998” as published by the International Chamber of Commerce most recently at the time of issuance of any Letter of Credit”.

(iii) Article III of the Existing Credit Agreement is amended by inserting the following sections at the end thereof:

(A) “Section 3.14 Amount of Letter of Credit. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be

deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time, except that Letter of Credit fees payable as provided in Section 2.07(b) shall be calculated based on the actual amount available for drawing in effect at any time rather than such maximum stated amount.”

(g) *Representations and Warranties.*

(i) Sections 5.04(a), 5.04(c), 5.05, 5.13(a) and 5.13(b) of the Existing Credit Agreement are amended and restated by replacing “December 31, 2013” where it appears therein with “December 31, 2014”;

(ii) Section 5.04(b) is amended and replaced in its entirety with the following:

“The unaudited consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of September 30, 2015 and the related unaudited consolidated statements of income and cash flows for the nine months then ended fairly present, in conformity with GAAP applied on a basis consistent with the financial statements referred to in subsection (a) of this Section, the consolidated financial position of the Borrower and its Consolidated Subsidiaries as of such date and their consolidated results of operations and cash flows for such nine-month period (subject to normal year-end audit adjustments).”; and

(iii) Section 5.08 of the Existing Credit Agreement is amended and restated by inserting “or the Amendment No. 1 Closing Date” after “Effective Date” where it appears therein.

(h) *Sanctions.* Section 6.06 of the Existing Credit Agreement is amended by adding the following sentence at the end thereof:

“The proceeds of any Loan will not be used, directly or indirectly, to fund any activities or business of or with any Sanctioned Person, or in any Sanctioned Country.”

(i) *Submission to Jurisdiction.* Section 9.07 of the Existing Credit Agreement is amended and restated by inserting “, borough of Manhattan,” immediately after “New York City” where it appears therein.

(j) *Acknowledgment and Consent to Bail-in of EEA Financial Institutions.* The Existing Credit Agreement is amended by (i) inserting the following new Section 9.15 immediately following Section 9.14 of the Existing Credit Agreement, (ii) renumbering Sections

9.15 and 9.16 of the Existing Credit Agreement as Sections 9.16 and 9.17, respectively and (iii) replacing the reference to “Section 9.15” in the definition of “Consenting Lender” in Section 1.01 of the Existing Credit Agreement with a reference to “Section 9.17”:

“Section 9.15. Acknowledgment and Consent to Bail-in of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and
- (b) the effects of any Bail-in Action on any such liability, including, if applicable:
  - (i) a reduction in full or in part or cancellation of any such liability;
  - (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
  - (iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.”

(k) *Miscellaneous.* Article IX of the Existing Credit Agreement is amended by inserting the following sections at the end thereof:

(i) “Section 9.18. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest

thereon at the Federal Funds Rate to the date of repayment, shall have been received by such Lender.”

(ii) “Section 9.19. Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.”

(iii) “Section 9.20. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.”

(l) *Administrative Agent’s Fees*. Section 8.10 of the Existing Credit Agreement is amended by replacing “Fee Letter” where it appears therein with “Amendment No. 1 Fee Letter”.

(m) *Appendices*.

(i) Appendix A to the Existing Credit Agreement (Commitments) is amended and replaced in its entirety with Appendix A annexed hereto.

(ii) Appendix B to the Existing Credit Agreement (JLA Fronting Sublimits) is amended and replaced in its entirety with Appendix B annexed hereto.

SECTION 3. *Changes in Commitments*. With effect from and including the Amendment Effective Date, (i) each Person listed on Appendix A hereto that is not a party to the Existing Credit Agreement (each, a “**New Lender**” and, together with each Person that is not an Existing Lender, the “**Continuing Lenders**”) shall become a Lender party to the Amended Credit Agreement, (ii) the Commitment of each Lender shall be the amount set forth opposite the name of such Lender on Appendix A hereto and (iii) each JLA Issuing Bank shall have the Fronting Sublimit set forth in Appendix B. On the Amendment Effective Date, any Lender whose name does not appear on Appendix A (each, an “**Exiting Lender**”) shall cease to be a Lender party to the Credit Agreement, and all accrued fees and other amounts payable under the Credit Agreement for the account of each Exiting Lender shall be due and payable on such date; provided that the provisions of Sections 2.12, 2.16, 2.17 and 9.03 of the Credit Agreement shall continue to inure to the benefit of each Exiting Lender after the Amendment Effective Date. On the Amendment Effective Date, the Commitment Ratio of the Continuing Lenders shall be redetermined giving effect to the adjustments to the Commitments referred to in this Section 3, and the participations of the Continuing lenders in and the obligations of the Continuing Lenders in respect of any Letters of Credit outstanding on the Amendment Effective Date shall be reallocated to reflect such redetermined Commitment Ratio.

SECTION 4. *Full Force and Effect; Ratification.* Except as expressly modified herein, all of the terms and conditions of the Existing Credit Agreement are unchanged, and, as modified hereby, the Borrower confirms and ratifies all of the terms, covenants and conditions of the Existing Credit Agreement. This Amendment constitutes the entire and final agreement among the parties hereto with respect to the subject matter hereof and there are no other agreements, understandings, undertakings, representations or warranties among the parties hereto with respect to the subject matter hereof except as set forth herein.

SECTION 5. *Governing Law.* This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 6. *Counterparts.* This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 7. *Effectiveness.* This Amendment shall become effective as of the first date when each of the following conditions are met (the “**Amendment Effective Date**”):

(a) the Agent shall have received from the Borrower and each Continuing Lender and Lenders constituting Required Lenders a counterpart hereof signed by such party or facsimile or other written confirmation (in form satisfactory to the Agent) that such party has signed a counterpart hereof;

(b) the Agent shall have received a duly executed revised Note for the account of each Lender requesting delivery of such Note pursuant to Section 2.05 of the Credit Agreement;

(c) the Agent shall have received satisfactory opinions of counsel for the Borrower, dated the Amendment Effective Date;

(d) the Agent shall have received a certificate dated the Amendment Effective Date signed on behalf of the Borrower by the Chairman of the Board, the President, any Vice President, the Treasurer or any Assistant Treasurer of the Borrower stating that (A) on the Amendment Effective Date, before and after giving effect to this Amendment, no Default shall have occurred or be continuing and (B) the representations and warranties contained in the Amended Credit Agreement are true and correct on and as of the Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct as of such earlier date;

(e) the Agent shall have received (i) a certificate of the Secretary of State of the Commonwealth of Kentucky, dated as of a recent date, as to the good standing of the Borrower and (ii) a certificate of the Secretary or an Assistant Secretary of the Borrower dated the Amendment Effective Date and certifying (A) that attached thereto is a true, correct and complete copies of (x) the Borrower's articles of incorporation certified by the

Secretary of State of the Commonwealth of Kentucky and (y) the bylaws of the Borrower, (B) as to the absence of dissolution or liquidation proceedings by or against the Borrower, (C) that attached thereto is a true, correct and complete copy of resolutions adopted by the board of directors of the Borrower authorizing the execution, delivery and performance of this Amendment and each other document delivered in connection herewith and that such resolutions have not been amended and are in full force and effect on the date of such certificate and (D) as to the incumbency and specimen signatures of each officer of the Borrower executing this Amendment or any other document delivered in connection herewith;

(f) all necessary governmental (domestic or foreign), regulatory and third party approvals, including, without limitation, the order of the KPSC and any required approvals of the Federal Energy Regulatory Commission, authorizing borrowings hereunder in connection with the transactions contemplated by this Amendment and the other Loan Documents shall have been obtained and remain in full force and effect, in each case without any action being taken by any competent authority which could restrain or prevent such transaction or impose, in the reasonable judgment of the Agent, materially adverse conditions upon the consummation of such transactions; provided that any such approvals with respect to elections by the Borrower to increase the Commitment as contemplated by Section 2.19 of the Credit Agreement need not be obtained or provided until the Borrower makes any such election;

(g) each New Lender shall have received all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the Patriot Act, as has been reasonably requested in writing;

(h) there shall be no outstanding Loans; and

(i) the Agent shall have received all costs, fees and expenses due to the Agent, the Joint Lead Arrangers (as such term is defined in the commitment letter dated December 28, 2015 to the Borrower from Wells Fargo Securities, LLC, Wells Fargo Bank, National Association, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bank of America, N.A., Mizuho Bank, Ltd., Citigroup Global Markets Inc., J.P. Morgan Securities LLC, JPMorgan Chase Bank, N.A. and Barclays Bank PLC) and the Lenders.

SECTION 8. *Notes.* Any Lender receiving a revised Note as contemplated by Section 7(b) above shall on or promptly after the Amendment Effective Date return any prior Note issued under the Existing Credit Agreement to the Borrower for cancellation.

SECTION 9. *Miscellaneous.* This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents. The provisions of this Amendment are deemed incorporated into the Credit Agreement as if fully set forth therein. The Borrower shall pay all reasonable out-of-pocket costs and expenses of the Agent incurred in connection with the negotiation, preparation and execution of this Amendment and the

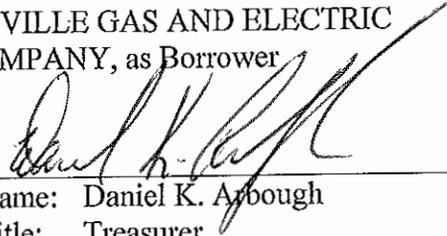
transactions contemplated hereby. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

LOUISVILLE GAS AND ELECTRIC  
COMPANY, as Borrower

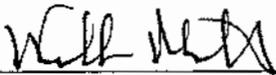
By:

  
Name: Daniel K. Arbough  
Title: Treasurer

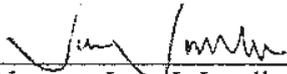
WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative  
Agent, Issuing Lender, Swingline  
Lender and a Lender

By:   
Name: Frederick W. Price  
Title: Managing Director

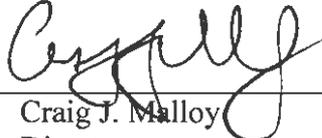
Bank of America, N.A., as a Lender and  
Issuing Lender

By:   
Name: William Merritt  
Title: Director

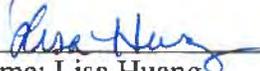
JPMorgan Chase Bank, N.A., as a Lender  
and Issuing Lender

By:   
Name: Juan J. Javellana  
Title: Executive Director

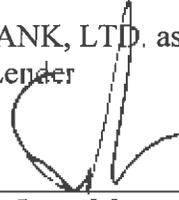
BARCLAYS BANK PLC, as a Lender  
and Issuing Lender

By:   
Name: Craig J. Malloy  
Title: Director

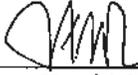
CITIBANK, N.A., as a Lender and  
Issuing Lender

By:   
Name: Lisa Huang  
Title: Vice President

MIZUHO BANK, LTD. as a Lender and  
Issuing Lender

By:   
Name: Leon Mo  
Title: Authorized Signatory

The Bank of Nova Scotia, as a Lender

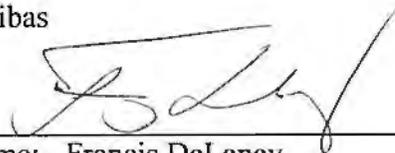
By:  \_\_\_\_\_  
Name: David Dewar  
Title: Director

THE BANK OF TOKYO-MITSUBISHI  
UFJ, LTD., as a Lender

By:   
Name: Chi-Cheng Chen  
Title: Director

BNP Paribas

By:

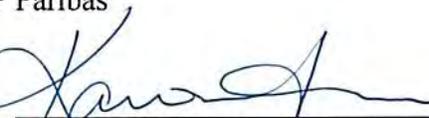


Name: Francis DeLaney

Title: Managing Director

BNP Paribas

By:

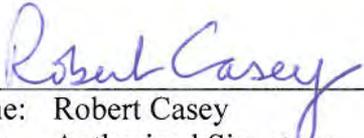


Name: Karima Omar

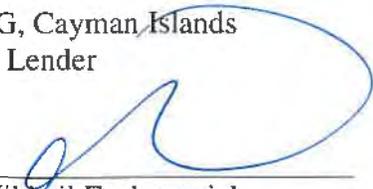
Title: Vice President

CANADIAN IMPERIAL BANK OF  
COMMERCE, NEW YORK  
BRANCH, as a Lender

By:   
Name: John M. Grause  
Title: Authorized Signatory

By:   
Name: Robert Casey  
Title: Authorized Signatory

Credit Suisse AG, Cayman Islands  
Branch, as a Lender

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

Name: Mikhail Faybusovich

Title: Authorized Signatory

  
Name: Gregory Fantoni

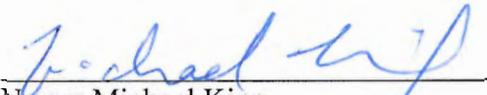
Title: Authorized Signatory

GOLDMAN SACHS BANK USA, INC.

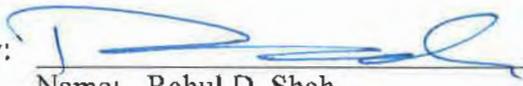
Lender

By:   
Name: Rebecca Krätz  
Title: Authorized Signatory

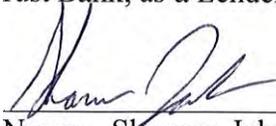
Morgan Stanley Bank, N.A. as a Lender

By:   
Name: Michael King  
Title: Authorized Signatory

ROYAL BANK OF CANADA, as a  
Lender

By:   
Name: Rahul D. Shah  
Title: Authorized Signatory

SunTrust Bank, as a Lender

By:   
Name: Shannon Juhan  
Title: Director

UBS AG, STAMFORD BRANCH,  
as a Lender

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

Name:

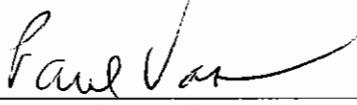
Title:

Darlene Arias  
Director



Craig Pearson  
Associate Director  
Banking Product Services, US

U.S. Bank National Association as a  
Lender

By: 

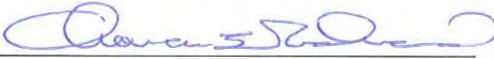
Name: Paul Vastola

Title: Senior Vice President

THE BANK OF NEW YORK MELLON,  
as a Lender

By: Mark W. Rogers  
Name: Mark W. Rogers  
Title: Vice President

PNC Bank, National Association, as a  
Lender

By:   
Name: Thomas E. Redmond  
Title: Senior Vice President

*Appendix A***COMMITMENTS**

<b>Lender</b>	<b>Commitment</b>
Wells Fargo Bank, National Association	\$32,500,000.00
Bank of America, N.A.	\$32,500,000.00
JPMorgan Chase Bank, N.A.	\$32,500,000.00
Barclays Bank PLC	\$32,500,000.00
Citibank, N.A.	\$32,500,000.00
Mizuho Bank, Ltd.	\$32,500,000.00
The Bank of Nova Scotia	\$25,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$25,000,000.00
BNP Paribas	\$25,000,000.00
Canadian Imperial Bank of Commerce	\$25,000,000.00
Credit Suisse AG, Cayman Islands Branch	\$25,000,000.00
Goldman Sachs Bank USA	\$25,000,000.00
Morgan Stanley Bank, N.A.	\$25,000,000.00
Royal Bank of Canada	\$25,000,000.00
SunTrust Bank	\$25,000,000.00
UBS AG, Stamford Branch	\$25,000,000.00
U.S. Bank National Association	\$25,000,000.00
The Bank of New York Mellon	\$15,000,000.00
PNC Bank, National Association	\$15,000,000.00
<b>Total</b>	<b>\$500,000,000.00</b>

*Appendix B*

**JLA FRONTING SUBLIMITS**

<b>JLA Issuing Banks</b>	<b>Sublimit</b>
Wells Fargo Bank	\$ 41,700,000
Bank of America, N.A.	\$ 41,700,000
Citibank, N.A.	\$ 41,700,000
JPMorgan Chase Bank, N.A	\$ 41,700,000
Mizuho Bank, Ltd.	\$ 41,700,000
Barclays Bank PLC	\$ 41,700,000

December 28, 2015

**CONFIDENTIAL**

PPL Corporation  
Two North Ninth Street  
Allentown, PA 18101-1179

PPL Electric Utilities Corporation  
Two North Ninth Street  
Allentown, PA 18101-1179

Kentucky Utilities Company  
One Quality Street  
Lexington, KY 40507

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

**Re: Senior Unsecured Revolving Credit Facilities  
Fee Letter – Active Joint Lead Arrangers**

Ladies and Gentlemen:

This confidential fee letter is delivered in connection with (i) the commitment letter dated the date hereof (the “PPL Commitment Letter”), to PPL Corporation (“PPL”) 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”), Mizuho Bank, Ltd. (“Mizuho”), Citigroup Global Markets Inc. (“CGMI”) on behalf of Citi, Barclays Bank PLC (“Barclays”), J.P. Morgan Securities LLC (“JPMS”) and together with Wells Fargo Securities, MLPFS, Mizuho, Citi and Barclays, the “Joint Lead Arrangers”) and JPMorgan Chase Bank, N.A. (“JPMCB”) and together with Wells Fargo, Bank of America, Mizuho, Citi and Barclays, the “Committing Banks”) (ii) the commitment letter dated the date hereof (the “PPL Electric Commitment Letter”), to PPL Electric Utilities Corporation (“PPL Electric”) from the Committing Banks and Joint Lead Arrangers, (iii) the commitment letter dated the date hereof (the “KU Commitment Letter”), to Kentucky Utilities Company (“KU”) from the Committing Banks and Joint Lead Arrangers and (iv) the commitment letter dated the date hereof (the “LGE Commitment Letter”) and together with the PPL Commitment Letter, the PPL Electric Commitment Letter and KU Commitment Letter, the “Commitment Letters”), to Louisville Gas and Electric Company (“LGE”) and together with PPL, PPL Electric and KU, “you”) from the Committing Banks and Joint Lead Arrangers. This fee letter shall not, independently of any Commitment Letter if accepted in accordance with its terms, give rise to any obligation to provide any financing. Unless otherwise

**REDACTED AMOUNTS ARE NON-RESPONSIVE**

defined, capitalized terms used in this fee letter have the meanings provided for in the Commitment Letters.

To induce MLPFS and JPMS to arrange each Facility (as defined below), you hereby agree to pay to each of MLPFS and JPMS, for its own account, an arrangement fee in respect of each Facility, which shall be earned, due and payable in full in cash on the applicable Closing Date, and which (i) in the case of the Capital Funding Facility (as defined in the PPL Commitment Letter), shall equal [REDACTED] (ii) in the case of the PPL Electric Facility (as defined in the PPL Electric Commitment Letter), shall equal [REDACTED] (iii) in the case of the KU Facility (as defined in the KU Commitment Letter), shall equal \$40,000 and (iv) in the case of the LGE Facility (as defined in the LGE Commitment Letter, and together with the Capital Funding Facility, PPL Electric Facility and KU Facility, the “Facilities”), shall equal \$50,000.

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.

You agree that, once paid, the fees or any part thereof payable hereunder or under the Commitment Letters shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated by the Commitment Letters are consummated, except as otherwise agreed in writing. All fees payable hereunder and under any Commitment Letter shall be paid in immediately available funds in U.S. Dollars and shall not be subject to reduction by way of setoff or counterclaim or be otherwise affected by any claim or dispute related to any other matter, and shall be in addition to reimbursement of our reasonable and documented out-of-pocket expenses as provided for herein and in the Commitment Letters. You agree that we may, in our sole discretion, share all or a portion of any of the fees payable pursuant to this Fee Letter with any of our affiliates. It is understood that no Lender participating in any Facility will receive compensation from you or your affiliates outside the terms contained in this fee letter and in the Commitment Letters in order to obtain its participation in any 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 Facilities will be at the discretion of the Joint Lead Arrangers. The agreements in this paragraph shall survive the closing of the Capital Funding Facility, PPL Electric Facility, KU Facility and LGE Facility.

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

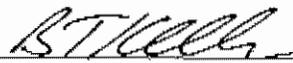
This fee letter is delivered to you with the understanding that neither this fee letter nor the substance hereof shall be disclosed to any third party (including, without limitation, other lenders, underwriters, placement agents, advisors or similar persons) without the prior written consent of MLPFS, JPMS, Bank of America and JPMCB, 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, MLPFS, JPMS, Bank of America and JPMCB promptly.

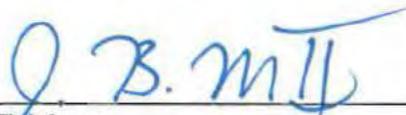
This fee letter will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

Very truly yours,

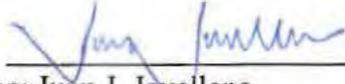
MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED

By:   
Name: B. Timothy Keller  
Title: Managing Director

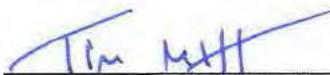
BANK OF AMERICA, N.A.

By:   
Name: JB Meanor  
Title: Managing Director

JPMORGAN CHASE BANK, N.A.

By:  \_\_\_\_\_  
Name: Juan J. Javellana  
Title: Executive Director

J.P. MORGAN SECURITIES LLC

By:   
Name: Tim Moffet  
Title: Executive Director

AGREED TO AND ACCEPTED  
AS OF THE DATE FIRST WRITTEN ABOVE

PPL CORPORATION

By:   
Name: Mark F. Wilten  
Title: Vice President, Treasurer and Chief Risk Officer

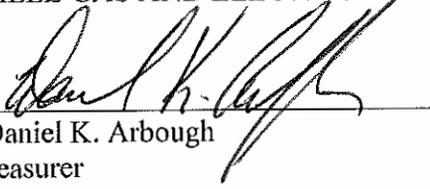
AGREED TO AND ACCEPTED  
AS OF THE DATE FIRST WRITTEN ABOVE

PPL ELECTRIC UTILITIES CORPORATION

By:   
Name: Mark F. Wilten  
Title: Treasurer

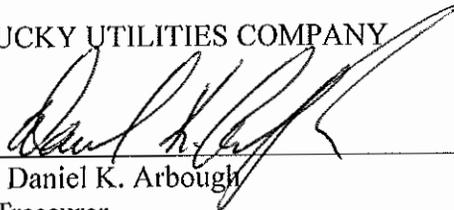
AGREED TO AND ACCEPTED  
AS OF THE DATE FIRST WRITTEN ABOVE

LOUISVILLE GAS AND ELECTRIC COMPANY

By:   
Name: Daniel K. Arbough  
Title: Treasurer

AGREED TO AND ACCEPTED  
AS OF THE DATE FIRST WRITTEN ABOVE

KENTUCKY UTILITIES COMPANY

By:   
Name: Daniel K. Arbough  
Title: Treasurer

December 28, 2015

**CONFIDENTIAL**

PPL Corporation  
Two North Ninth Street  
Allentown, PA 18101-1179

PPL Electric Utilities Corporation  
Two North Ninth Street  
Allentown, PA 18101-1179

Kentucky Utilities Company  
One Quality Street  
Lexington, KY 40507

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

**Re: Senior Unsecured Revolving Credit Facilities  
Fee Letter – Passive Joint Lead Arrangers**

Ladies and Gentlemen:

This confidential fee letter is delivered in connection with (i) the commitment letter dated the date hereof (the “PPL Commitment Letter”), to PPL Corporation (“PPL”) 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”), Mizuho Bank, Ltd. (“Mizuho”), Citigroup Global Markets Inc. (“CGMI”) on behalf of Citi, Barclays Bank PLC (“Barclays”), J.P. Morgan Securities LLC (“JPMS”) and together with Wells Fargo Securities, MLPFS, Mizuho, Citi and Barclays, the “Joint Lead Arrangers”) and JPMorgan Chase Bank, N.A. (“JPMCB”) and together with Wells Fargo, Bank of America, Mizuho, Citi and Barclays, the “Committing Banks”) (ii) the commitment letter dated the date hereof (the “PPL Electric Commitment Letter”), to PPL Electric Utilities Corporation (“PPL Electric”) from the Committing Banks and Joint Lead Arrangers, (iii) the commitment letter dated the date hereof (the “KU Commitment Letter”), to Kentucky Utilities Company (“KU”) from the Committing Banks and Joint Lead Arrangers and (iv) the commitment letter dated the date hereof (the “LGE Commitment Letter”) and together with the PPL Commitment Letter, the PPL Electric Commitment Letter and KU Commitment Letter, the “Commitment Letters”), to Louisville Gas and Electric Company (“LGE”) and together with PPL, PPL Electric and KU, “you”) from the Committing Banks and Joint Lead Arrangers. This fee letter shall not, independently of any Commitment Letter if accepted in accordance with its terms, give rise to any obligation to provide any financing. Unless otherwise

**REDACTED AMOUNTS ARE NON-RESPONSIVE**

defined, capitalized terms used in this fee letter have the meanings provided for in the Commitment Letters.

To induce Barclays, Citi and Mizuho to arrange each Facility (as defined below), you hereby agree to pay to each of Barclays, Citi and Mizuho, for its own account, an arrangement fee in respect of each Facility, which shall be earned, due and payable in full in cash on the applicable Closing Date, and which (i) in the case of the Capital Funding Facility (as defined in the PPL Commitment Letter), shall equal [REDACTED] (ii) in the case of the PPL Electric Facility (as defined in the PPL Electric Commitment Letter), shall equal [REDACTED] (iii) in the case of the KU Facility (as defined in the KU Commitment Letter), shall equal \$20,000 and (iv) in the case of the LGE Facility (as defined in the LGE Commitment Letter, and together with the Capital Funding Facility, PPL Electric Facility and KU Facility, the “Facilities”), shall equal \$25,000.

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.

You agree that, once paid, the fees or any part thereof payable hereunder or under the Commitment Letters shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated by the Commitment Letters are consummated, except as otherwise agreed in writing. All fees payable hereunder and under any Commitment Letter shall be paid in immediately available funds in U.S. Dollars and shall not be subject to reduction by way of setoff or counterclaim or be otherwise affected by any claim or dispute related to any other matter, and shall be in addition to reimbursement of our reasonable and documented out-of-pocket expenses as provided for herein and in the Commitment Letters. You agree that we may, in our sole discretion, share all or a portion of any of the fees payable pursuant to this Fee Letter with any of our affiliates. It is understood that no Lender participating in any Facility will receive compensation from you or your affiliates outside the terms contained in this fee letter and in the Commitment Letters in order to obtain its participation in any 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 Facilities will be at the discretion of the Joint Lead Arrangers. The agreements in this paragraph shall survive the closing of the Capital Funding Facility, PPL Electric Facility, KU Facility and LGE Facility.

In addition, you agree to pay all reasonable and customary out-of-pocket costs and expenses incurred by Barclays, Citi and Mizuho in connection with the negotiation of documentation and the syndication of the Facilities (including, without limitation, the reasonable fees and out-of-pocket expenses of Davis Polk & Wardwell LLP), for preparation and negotiation of the Commitment Letters, this fee letter, the definitive documentation with respect to each Facility and all other advice or services provided by Barclays, Citi and Mizuho in connection with the proposed Facilities, in each case irrespective of whether such definitive documentation is ultimately executed and delivered, and the Facilities are 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 Barclays, Citi and Mizuho, 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, Barclays, Citi and Mizuho promptly.

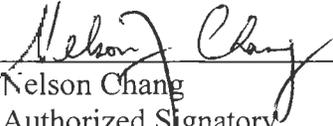
This fee letter will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

Very truly yours,

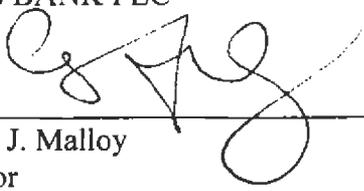
CITIGROUP GLOBAL MARKETS INC.

By: Richard D. Rivera  
Name: Richard Rivera  
Title: Authorized Signatory

MIZUHO BANK, LTD.

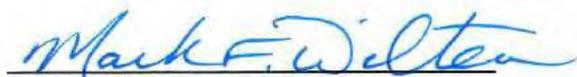
By:   
Name: Nelson Chang  
Title: Authorized Signatory

BARCLAYS BANK PLC

By:   
Name: Craig J. Malloy  
Title: Director

AGREED TO AND ACCEPTED  
AS OF THE DATE FIRST WRITTEN ABOVE

PPL CORPORATION

By: 

Name: Mark F. Wilten

Title: Vice President, Treasurer and Chief Risk Officer

AGREED TO AND ACCEPTED  
AS OF THE DATE FIRST WRITTEN ABOVE

PPL ELECTRIC UTILITIES CORPORATION

By:   
Name: Mark F. Wilten  
Title: Treasurer

AGREED TO AND ACCEPTED  
AS OF THE DATE FIRST WRITTEN ABOVE

LOUISVILLE GAS AND ELECTRIC COMPANY

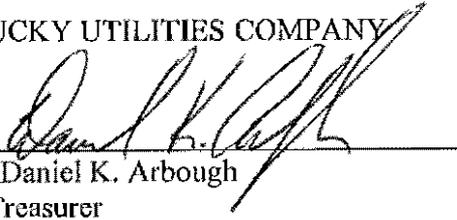
By: \_\_\_\_\_

Name: Daniel K. Arbough

Title: Treasurer

AGREED TO AND ACCEPTED  
AS OF THE DATE FIRST WRITTEN ABOVE

KENTUCKY UTILITIES COMPANY

By:   
Name: Daniel K. Arbough  
Title: Treasurer

**\$125,000,000**  
**COUNTY OF TRIMBLE, KENTUCKY**  
**POLLUTION CONTROL REVENUE REFUNDING BONDS,**  
**2016 SERIES A (LOUISVILLE GAS AND ELECTRIC**  
**COMPANY PROJECT)**

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**REMARKETING AGREEMENT**

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This REMARKETING AGREEMENT (this “Agreement”), dated as of September 1, 2016, is by and between Louisville Gas and Electric Company (the “Company”) and J.P. Morgan Securities LLC (the “Remarketing Agent”).

The Company has requested the County of Trimble, Kentucky (the “Issuer”) to issue \$125,000,000 principal amount of its Pollution Control Revenue Refunding Bonds, 2016 Series A (Louisville Gas and Electric Company Project) (the “2016 Series A Bonds”) pursuant to an Indenture of Trust, dated as of September 1, 2016 (the “2016 Series A Indenture”) by and between the Issuer and U.S. Bank National Association, as trustee, paying agent and bond registrar (the “Trustee”). The proceeds of the 2016 Series A Bonds will be loaned to the Company and the Company will agree to make payments sufficient to pay the principal and purchase price, premium, if any, and interest on the 2016 Series A Bonds and certain other expenses pursuant to a Loan Agreement, dated as of September 1, 2016 (the “2016 Series A Loan Agreement”) by and between the Issuer and the Company. Each capitalized term not otherwise defined herein shall have the meaning given to such term in the 2016 Series A Indenture and the Bond Purchase Agreement in respect of the 2016 Series A Bonds between the Issuer and J.P. Morgan Securities LLC, as the underwriter, dated September 14, 2016.

The principal of and interest on the 2016 Series A Bonds, and the purchase price of the 2016 Series A Bonds that are required to be purchased and for which the Tender Agent does not timely receive proceeds of remarketing, are payable from amounts payable by the Company.

The 2016 Series A Indenture provides that, unless the Company elects to convert the 2016 Series A Bonds to bear interest at a Flexible Rate, the Daily Rate, the Semi-Annual Rate, the Annual Rate, the Long Term Rate, the LIBOR Index Rate or the SIFMA-Based Term Rate, the 2016 Series A Bonds shall bear interest at a rate determined weekly (while in the Weekly Rate Period).

The 2016 Series A Indenture provides that so long as the 2016 Series A Bonds bear interest at a Weekly Rate, the 2016 Series A Bonds or beneficial interests therein will be subject to optional and/or mandatory tender by the registered owners or Beneficial Owners thereof for purchase by the Trustee on the purchase dates (the “Tender Dates”) established in accordance with Article III of the 2016 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. Definitions. In addition to the definitions set forth in the 2016 Series A Indenture, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Beneficial Interest” shall mean the interest of a Beneficial Owner in a 2016 Series A Bond registered in the name of a nominee of DTC.

“Commission” shall mean the Securities and Exchange Commission, or any successor body thereto.

“Continuing Disclosure Agreement” shall mean that Continuing Disclosure Agreement, dated as of September 1, 2016, by and between the Company and the Trustee, with respect to the 2016 Series A Bonds, as amended from time to time.

“Disclosure Document” shall have the meaning given such term in Section 6 of this Agreement.

“EMMA” shall mean MSRB’s Electronic Municipal Market Access System which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by the Rule, and any successor thereto.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“Rule G-34 Documents” shall mean: (i) a Credit Facility, a Reimbursement Agreement and any other letter of credit agreement, reimbursement agreement, standby bond purchase agreement loan agreement, guaranty agreement or any other document establishing an obligation to provide credit and/or liquidity support with respect to the 2016 Series A Bonds; (ii) the 2016 Series A Indenture, the 2016 Series A Loan Agreement, and any other indenture, bond resolution, and any supplemental or series indenture(s) or resolution(s) or any other authorizing document under which the 2016 Series A Bonds were issued; (iii) any amendments, extensions, renewals, replacements or terminations thereof; and (iv) any other document required to comply with MSRB Rule G-34(c), as it may be amended from time to time; and, in each case where required to be delivered, such delivery shall be by electronic means in a word-searchable PDF file (or in such other form as the Remarketing Agent shall notify the Company in writing) labeled with the following information: (a) CUSIP number; (b) name of Issuer; (c) name of transaction; (d) name of document; and (e) whether the document is an execution version or a redacted version.

“MSRB” shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act, which, as of the date of this Agreement, receives and publishes continuing disclosure information from municipal debt issuers and other obligated persons on EMMA.

“Rating Service” shall mean (a) Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and (b) Standard & Poor’s Ratings Services, a corporation organized and existing under the laws of the State of New York, and its successors and assigns; *provided, however*, that if either such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Rating Service” shall be deemed to refer to any other nationally recognized securities rating agency designated in writing by Company to the Remarketing Agent.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

“Securities Act” shall mean the Securities Exchange Act of 1933, as amended.

“SHORT System” shall mean the MSRB’s Short-term Obligation Rate Transparency System.

2. Appointment and Acceptance. In reliance upon the representations, warranties and covenants herein contained, but subject to the terms and conditions herein set forth, J.P. Morgan Securities LLC hereby accepts its appointment as Remarketing Agent for the 2016 Series A Bonds and hereby agrees to perform the duties and obligations imposed upon it as Remarketing Agent under the 2016 Series A Indenture and hereunder, and agrees to keep such books and records with respect to its duties as Remarketing Agent under the 2016 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. It is understood that in undertaking to perform such duties, and in the performance thereof, it is the intention of the parties that the Remarketing Agent will act solely as an agent and not as a principal except as expressly provided in Section 10 herein. The Remarketing Agent represents that it routinely engages in the remarketing of municipal securities such as the 2016 Series A Bonds and agrees that it will settle all transactions hereunder pursuant to customary industry practice.

3. Representations, Warranties and Covenants of the Company. The Company represents, warrants and covenants to the Remarketing Agent that as of the date hereof:

(a) the representations and warranties of the Company set forth in the Inducement Letter (each of which is incorporated herein by reference) are true and correct as of the date of execution hereof. The Company represents, warrants and covenants to and with the Remarketing Agent that, with respect to any remarketing of the 2016 Series A Bonds the representations, warranties and covenants contained in (i) the Inducement Letter and (ii) this Agreement (other than paragraph (b) below), shall apply to each remarketing of a 2016 Series A Bond, provided that the representations and warranties contained in paragraph (b) of the Inducement Letter shall apply to the most recent audited financial statements of the Company delivered to the Remarketing Agent; and, provided further, that there shall be no breach by the Company under this Section 3(a) to the extent the Company has submitted more recent disclosure with respect to any such representations, warranties and covenants to the MSRB’s EMMA system in an

electronic format prescribed by the MSRB. 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 2016 Series A Bonds by the Remarketing Agent, and all descriptions and information contained in the Official Statement, including without limitation information relating to the Project, the 2016 Series A Bonds, the Company, and the Company's participation in the transactions contemplated by the 2016 Series A Indenture and the 2016 Series A Loan Agreement will be true and correct in all material respects 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 Official Statement made in reliance upon and in conformity with information furnished in writing by the Underwriter expressly for use in the Official Statement;

(b) the representations and warranties contained in the 2016 Series A Loan Agreement with respect to the Company are true and correct as of their date, are true and correct as of the date hereof, and will be true and correct as of the initial delivery date of the 2016 Series A Bonds with the same force and effect as if expressly set forth herein;

(c) any financial statements of the Company heretofore or hereafter furnished to the Remarketing Agent or any potential purchaser of the 2016 Series A Bonds (or Beneficial Owner of the 2016 Series A Bonds) in connection with the 2016 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 2016 Series A Bonds. The Company will use its commercially reasonable best efforts, when and as requested by the Remarketing Agent, to furnish information and otherwise cooperate in qualifying the 2016 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 2016 Series A Bonds for sale in any state or jurisdiction or to comply with any other requirements reasonably deemed by the Company to be unduly burdensome;

(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;

(f) the Company will immediately notify the Remarketing Agent of (i) any fact or occurrence as a result of which the Disclosure Document would be or become false or misleading in any material respect, (ii) any replacement of the Trustee, Paying Agent or Bond Registrar under the 2016 Series A Indenture, (iii) any event of default under the 2016 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 2016 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 2016 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 2016 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 2016 Series A Bonds, (viii) a mandatory tender, exchange or call for redemption of one or more of the 2016 Series A Bonds, (ix) any change in the Interest Rate Mode with respect to any of the 2016 Series A Bonds and (x) each material amendment, modification or supplement to the 2016 Series A Indenture;

(g) in connection with any dissemination of the Official Statement and any amendment, update or supplement of the Official Statement issued subsequent to the initial issuance of the 2016 Series A Bonds (*provided* that, for purposes of this subsection, the filing by the Company of reports and other documents with the Commission shall not be deemed an amendment, update or supplement of the Official Statement) and from time to time upon the reasonable request of the Remarketing Agent, the Company (i) will permit the Remarketing Agent to perform reasonable inquiries and investigations into, (ii) will make appropriate Company officials available to answer such reasonable questions of the Remarketing Agent concerning, and (iii) will provide to the Remarketing Agent copies of such documents and other information reasonably relating to, in each case of (i), (ii) and (iii), the finances, operations and affairs of the Company and the terms and conditions of the 2016 Series A Bonds;

(h) the Company will comply with the Continuing Disclosure Agreement, and will take any and all actions as shall be necessary to permit compliance by the Remarketing Agent with the Rule; and

(i) except as disclosed in the Official Statement, during the last five years the Company has not failed to materially comply with any previous continuing disclosure undertaking it has entered into in connection with the Rule.

#### 4. Fees and Expenses.

(a) In consideration of the services to be performed by the Remarketing Agent under this Agreement, the Company agrees to pay to the Remarketing Agent on demand such amounts as are required to reimburse it for or pay the reasonable expenses incurred, (including, without limitation, the reasonable fees and disbursements of counsel and any reasonable costs incurred in

connection with the preparation or delivery of documents and in the delivery of Rule G-34 Documents to the MSRB), advances made (including, without limitation, the advancement of immediately available funds when remarketing proceeds received by the Remarketing Agent are next day funds), and compensation for services rendered pursuant to the 2016 Series A Indenture or this Agreement as described below.

(b) While the 2016 Series A Bonds bear interest at a Weekly Rate, the Company shall pay the Remarketing Agent, as compensation for its services hereunder, a fee equal to ten basis points (.10%) per annum of the weighted average principal amount of the 2016 Series A Bonds outstanding during each three-month period preceding the following dates, or such other amount as may be agreed upon from time to time by the Company and the Remarketing Agent, payable quarterly in arrears on each January 1, April 1, July 1 and October 1, commencing October 1, 2016, and on the date of any Conversion to another Interest Rate Mode.

(c) If in any remarketing of the 2016 Series A Bonds in connection with a mandatory tender thereof, the Remarketing Agent is requested by the Company to use its commercially reasonable best efforts to remarket the 2016 Series A Bonds upon conversion of the interest rate thereon to another Interest Rate Mode or otherwise, the Remarketing Agent shall be paid such remarketing fee as may then be mutually agreed upon by the Company and the Remarketing Agent, and the Company shall reimburse the Remarketing Agent for its reasonable costs of document preparation, its costs of funds, its reasonable counsel fees and other reasonable out-of-pocket expenses in connection with such services.

(d) The Company shall pay the Remarketing Agent's fees and expenses under this Agreement without regard to any claim, set off, defense or other right which the Company may have at any time against the Remarketing Agent or any other person, whether in connection with this Agreement, the 2016 Series A Bonds or any unrelated transactions.

(e) The Issuer shall have no responsibility, obligation or liability with respect to any payments hereunder.

5. Disclosure Document. If the Remarketing Agent reasonably determines that it is necessary or desirable to use a Disclosure Document in connection with the remarketing of the 2016 Series A Bonds, the Remarketing Agent will notify the Company and the Company will, or will use its reasonable best efforts to cause the Issuer to, provide the Remarketing Agent, at the Company's expense (including, without limitation, the fees and disbursements of counsel to the Remarketing Agent and any costs incurred in connection with the preparation, reproduction and delivery of documents), with a Disclosure Document reasonably satisfactory to the Remarketing Agent and its counsel in respect of the 2016 Series A Bonds. The Company will, or will cause the Issuer to, supply the Remarketing Agent with such number of copies of the Disclosure Document as the Remarketing Agent reasonably request from time to time. The Company will, or will cause the Issuer to, supplement and amend the Disclosure Document so that at all times during the remarketing of the 2016 Series A Bonds the Disclosure Document will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in the Disclosure Document, in the light of the circumstances under which they were made, not misleading. In connection with such Disclosure Document, the Company will cause to be delivered to the Remarketing Agent, upon the request of the Remarketing Agent, such

certificates and legal opinions (substantially in the forms provided at the time of original issuance of the 2016 Series A Bonds), including legal opinions of counsel to the Company dated as of the date of such amendment, update or supplement, to the effect that nothing has come to the attention of such counsel that would cause such counsel to conclude that such Disclosure Document (with only such exceptions as are reasonably acceptable to the Remarketing Agent) contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading; *provided* that any such certificates and legal opinions shall not be required to be delivered by the Company pursuant to this Section solely as a result of the Company's filing of any reports and other information with the Commission pursuant to the Exchange Act which are otherwise incorporated by reference in any then existing Disclosure Document.

6. Indemnification. (a) The Company agrees to indemnify and hold harmless the Remarketing Agent and its directors, officers, employees and agents and each person, if any, who controls the Remarketing Agent, within the meaning of Section 15 of the Securities Act, from and against any and all losses, claims, damages, liabilities or expenses, joint or several, caused by any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, as amended, supplemented or modified (*provided* that for purposes of this Agreement, filings made with the MSRB's EMMA system constitute an amendment or supplement of the Official Statement) (the "Disclosure Document"), or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by any untrue statement or omission or alleged untrue statement or alleged omission based upon information 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 2016 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 2016 Series A Bonds to that person, and the untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact was corrected in the Official Statement, as amended or supplemented, unless such failure resulted from the Company's failure to furnish promptly or cause to be furnished promptly to the Remarketing Agent, without charge, as many copies of the Official Statement and any amendment or supplement thereto as the Remarketing Agent may reasonably request.

(b) The Remarketing Agent agrees to indemnify and hold harmless the Company, its directors, officers and employees to the same extent as the foregoing indemnity from the Company to the Remarketing Agent, but only with reference to information furnished in writing by the Remarketing Agent expressly for use in the Disclosure Document.

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

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

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

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

7. Remarketing Agent's Liabilities. The Remarketing Agent shall 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 2016 Series A Indenture except for (i) the liabilities for which the Remarketing Agent has agreed to indemnify the Company and others pursuant to Section 6(b) above and (ii) its gross negligence or willful misconduct; *provided*, notwithstanding the foregoing, conduct by the Remarketing Agent in fulfilling its obligations under this Agreement will not be deemed grossly negligent if such action complies with customary industry standard. In setting the interest rates on the 2016 Series A Bonds, the Remarketing Agent shall not be liable for any error made in good faith.

8. Compliance with MSRB Rule G-34(c). (a) Solely and only to the extent that the 2016 Series A Bonds are subject to Rule G-34(c), the Company agrees that it shall provide the following to the Remarketing Agent to assist in complying with its obligations under MSRB Rule G-34(c):

(i) on the effective date of this Agreement, a copy of each executed and then effective Rule G-34 Document;

(ii) no later than ten (10) business days prior to the proposed date of any amendment, extension or renewal, replacement or termination of any of the then current Rule G-34 Documents, written notice that such document is proposed to be amended, extended, renewed, replaced or terminated, as the case may be, and the expected date of execution and delivery of such amendment, extension, renewal, replacement or termination, as the case may be;

(iii) within one (1) business day after the execution and delivery of any amendment, extension, renewal, replacement or termination, as the case may be, of any of the then current Rule G-34 Documents, a copy thereof; and

(iv) no later than three (3) business days after receiving a request from the Remarketing Agent for any Rule G-34 Document, a copy thereof.

In each instance that Rule G-34 Documents are delivered to the Remarketing Agent pursuant to this Section 8(a), the Company shall provide: (A) a clean final execution copy of each relevant document; and (B) in any such document where any redactions are made, (x) a redacted final execution copy of such document, and (y) a file containing a list showing all redactions that have been made to such document.

(b) If the Company determines that any information in the Rule G-34 Documents is confidential or proprietary, the Company shall discuss such information and the potential redaction thereof with the Remarketing Agent and its counsel to ensure compliance by the Remarketing Agent with MSRB Rule G-34(c).

(c) In the event that the Company does not provide the Remarketing Agent with a copy of a document described in Section 8(a) above, the Company acknowledges that the Remarketing Agent may file a notice with the SHORT System that such document will not be provided at such times as specified by the MSRB and in the SHORT System users' manual.

(d) The Company will hold harmless the Remarketing Agent with respect to any confidential or proprietary information that is made public when the Remarketing Agent files the Rule G-34 Documents with the SHORT System.

(e) If there are any additional regulatory requirements, amendments or modifications to the securities laws with which the Remarketing Agent must comply, the Company shall take all steps reasonably requested by the Remarketing Agent or its counsel necessary to comply with such additional requirements.

(f) The Company shall reimburse the Remarketing Agent for any costs incurred in connection with compliance with MSRB Rule G-34(c) including, but not limited to, fees charged by trustees or other parties supplying missing documents.

9. 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 2016 Series A Indenture). The Remarketing Agent may resign at any time, following sixty (60) days' prior written notice to the Company, the Issuer, the Trustee and the Tender Agent. Following termination, the provisions of Sections 6 and 7 will continue in effect as to transactions prior to the date of termination, and each party will pay the other any amounts owing at the time of termination. The Remarketing Agent, after prior consultation with the Company, may cease remarketing and selling the 2016 Series A Bonds with immediate effect if it determines, in its reasonable judgment, that it is not advisable to attempt to remarket the 2016 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 2016 Series A Bonds, (vi) an imposition of material restrictions on the 2016 Series A Bonds or similar obligations, (vii) a general suspension of trading or the fixing of minimum or maximum prices for trading on the New York Stock Exchange, or (viii) a material misstatement or omission in the Disclosure Document as then modified or supplemented. Pursuant to Section 58 of the Kentucky Revised Statutes, the Issuer has the right to remove the Remarketing Agent at any time in its sole discretion.

(b) In the event of the resignation or removal of the Remarketing Agent, the Company shall promptly appoint a successor Remarketing Agent meeting the qualifications set forth in the 2016 Series A Indenture and such resigning or removed Remarketing Agent shall pay over, assign and deliver any moneys and 2016 Series A Bonds held by such party in such capacity to its successor or, if there be no successor, to the Trustee.

10. Remarketing Agent Not Acting As Underwriter. In carrying out its duties hereunder, the Remarketing Agent's responsibility is limited to the use of its commercially reasonable best efforts to solicit offers to purchase the 2016 Series A Bonds or Beneficial Interests. The Remarketing Agent shall not act as underwriter for any tendered 2016 Series A Bonds or Beneficial Interests and shall not be obligated to advance, but shall not be prohibited from advancing, its own funds to purchase any tendered 2016 Series A Bonds or Beneficial Interests. The Remarketing Agent, in its individual capacity or for its own account, at its sole discretion and for any one or more reasons, may in good faith buy, sell, own, hold and deal in any of the 2016 Series A Bonds, including, without limitation, any 2016 Series A Bonds offered

and sold by the Remarketing Agent pursuant to this Agreement. Such activities may include sales to one or more affiliated investment vehicles for collective ownership or entering into derivative arrangements with affiliates or others. If the Remarketing Agent purchases 2016 Series A Bonds for its own account, it may offer those 2016 Series A Bonds at a discount to par to some investors. The Remarketing Agent may sell any such 2016 Series A Bonds at prices above or below par at any time. In connection with a remarketing of the 2016 Series A Bonds, the Remarketing Agent has no obligation to notify purchasers if it does not have third-party buyers for all of the tendered 2016 Series A Bonds at the remarketing price. As an owner of 2016 Series A Bonds, the Remarketing Agent may sell 2016 Series A Bonds at varying prices, including at a discount to par or at a premium, to different investors on a date on which the Remarketing Agent is to determine the rate on 2016 Series A Bonds or any other date. The Remarketing Agent may join in any action which any owner (or Beneficial Owner) of the 2016 Series A Bonds may be entitled to take with like effect as if it were not Remarketing Agent. 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 owners of the 2016 Series A Bonds or other obligations of the Company as freely as if it were not Remarketing Agent. The Remarketing Agent shall have the right to tender 2016 Series A Bonds for purchase pursuant to the terms thereof and shall have other rights of an owner (or Beneficial Owner) of the 2016 Series A Bonds at any time that it is the owner (or Beneficial Owner) of any 2016 Series A Bonds. The Remarketing Agent shall have no obligation to purchase any tendered 2016 Series A Bonds for its own account. The Remarketing Agent may make a secondary market in the 2016 Series A Bonds by purchasing and selling 2016 Series A Bonds other than in connection with an optional or mandatory tender and remarketing, but it has no obligation to do so and, in its discretion, can discontinue any such activities at any time. No notice is required regarding any such purchases or any discontinuation of such purchases.

11. No Advisory or Fiduciary Role. The Company acknowledges and agrees that: (i) the transactions contemplated by this Agreement are arm's length, commercial transactions between the Company and the Remarketing Agent and in which the Remarketing Agent is not acting as a municipal advisor, financial advisor or fiduciary to the Company; (ii) the Remarketing Agent has not assumed any advisory or fiduciary responsibility to the Company with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Remarketing Agent or its affiliates have provided other services or are currently providing other services to the Company on other matters) or other contractual, advisory or fiduciary obligation to the Company related to this Agreement except the contractual obligations expressly set forth in this Agreement; (iii) the Remarketing Agent has a duty to deal with the Company in a fair and reasonable manner, but must balance that duty with its duty to determine interest rates on the 2016 Series A Bonds and perform its other responsibilities as Remarketing Agent in a manner that is fair and reasonable to investors; (iv) the Company has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate; and (v) the responsibilities and obligations of the Remarketing Agent under this Agreement are purely contractual in nature and the Remarketing Agent is not undertaking and is not serving in the capacity as agent under the law of agency.

Notwithstanding any provisions of this Agreement or the 2016 Series A Indenture, it is the intention of the Company and the Remarketing Agent that the use of the term “agent” with reference to the Remarketing Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an independent contractor relationship between contracting parties, and the Remarketing Agent shall exercise its own independent judgment in connection with its rights and duties as Remarketing Agent. In exercising its rights and duties as Remarketing Agent, the Remarketing Agent is not required to act at the direction of the Company, the Trustee or the Tender Agent.

The Company acknowledges that J.P. Morgan may not be able to perform some of the services the Company may request of J.P. Morgan from time to time in connection with J.P. Morgan’s engagement as Remarketing Agent to the extent that such services would cause J.P. Morgan to be considered a “municipal advisor” under SEC Rel. No. 34-70462 (Sept. 20, 2013) (such final rules and to the extent referenced therein, Section 975, the “Municipal Advisor Rules”) implementing Section 975 (“Section 975”) of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

12. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any 2016 Series A Bonds, as herein provided, shall constitute or be construed to be the extinguishment of any 2016 Series A Bond or the indebtedness represented thereby or the reissuance of any 2016 Series A Bond or the refunding of any indebtedness represented thereby.

13. 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 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer; and if sent to the Remarketing Agent, to J.P. Morgan Securities LLC, 383 Madison Avenue, Floor 8, New York, New York 10179, Attention: Municipal Short Term Desk, Telephone: (212) 834-7224, Telecopier: (917) 456-3541, E-Mail: peter.mccarthy@chase.com, which is hereby designated as a Remarketing Agent’s principal office for the purpose of the 2016 Series A Indenture.

14. Amendments. The Company agrees not to consent to any amendment of the 2016 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.

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

16. 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.

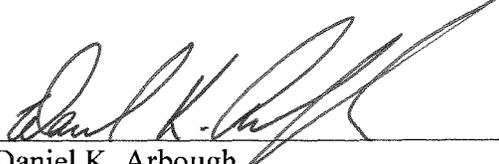
17. Assignment. Any person or entity into which the Remarketing Agent may be merged, or with which it may be consolidated, or to which it may sell, release or transfer its investment banking business and assets as a whole or substantially as a whole, shall be and become successor of the Remarketing Agent hereunder and shall be vested with all the powers, rights, obligations and duties hereunder as was its predecessor, without the execution or filing of any instrument by any person or entity.

18. 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:   
Daniel K. Arbough  
Treasurer

J.P. MORGAN SECURITIES LLC, as the  
Remarketing Agent

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

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

LOUISVILLE GAS AND ELECTRIC COMPANY

By: \_\_\_\_\_  
Daniel K. Arbough  
Treasurer

J.P. MORGAN SECURITIES LLC, as the  
Remarketing Agent

By: \_\_\_\_\_  
Charles A. Giffin  
Managing Director

**\$125,000,000**  
**COUNTY OF TRIMBLE, KENTUCKY**  
**POLLUTION CONTROL REVENUE REFUNDING BONDS,**  
**2016 SERIES A (LOUISVILLE GAS AND ELECTRIC**  
**COMPANY PROJECT)**

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**BOND PURCHASE AGREEMENT**

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September 14, 2016

J.P. Morgan Securities LLC  
383 Madison Avenue, Floor 8  
New York, New York 10179  
Attention: Corporate Backed Banking

Ladies and Gentlemen:

The undersigned, County of Trimble, Kentucky, a public body corporate and politic duly created and existing as a county and political subdivision under the Constitution and laws of the Commonwealth of Kentucky (the “Issuer”), hereby agrees with you (the “Underwriter”), with respect to the proposal of the Underwriter to purchase from the Issuer \$125,000,000 principal amount of its Pollution Control Revenue Refunding Bonds, 2016 Series A (Louisville Gas and Electric Company Project) (the “2016 Series A Bonds”) to be issued under and pursuant to an Indenture of Trust, dated as of September 1, 2016 (the “2016 Series A Indenture”) by and between the Issuer and U.S. Bank National Association, as trustee, paying agent and bond registrar (the “Trustee”), as follows:

**SECTION 1. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER.**

The Issuer hereby represents and warrants, and covenants, to the Underwriter and Louisville Gas and Electric Company, a Kentucky corporation (the “Company”) that:

(a) the Issuer is a public body corporate and politic duly created and existing as county and political subdivision under the Constitution and laws of the Commonwealth of Kentucky. The Issuer is authorized by the provisions of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes (the “Act”), and an Ordinance duly adopted by the Fiscal Court of Issuer on May 16, 2016 (the “Ordinance”), to issue and sell the 2016 Series A Bonds, to loan the proceeds of the 2016 Series A Bonds to the Company in accordance with that certain Loan Agreement, dated as of September 1, 2016 by and between the Issuer and the Company (the “2016 Series A Loan Agreement”), which proceeds shall be used, together with funds to be provided by the Company, to redeem, pay and discharge at a redemption price of 100% of the principal amount thereof plus accrued interest, all of the \$83,335,000 County of Trimble, Kentucky Pollution Control Revenue Bonds, 2000 Series A (Louisville Gas and Electric Company Project) (the “Refunded 2000 Series A Bonds”), and all of the \$41,665,000 County of

Trimble, Kentucky, Pollution Control Revenue Bonds, 2002 Series A (Louisville Gas and Electric Company Project) (the “Refunded 2002 Series A Bonds”), in each case, previously issued by the Issuer to refinance certain air and water pollution control facilities owned by the Company (the “Project”), as described in the 2016 Series A Loan Agreement and the 2016 Series A Indenture (the bonds to be refunded as described in this sentence shall be hereinafter referred to as the “Refunded Bonds”). The Issuer has full power and authority pursuant to the Act to execute and deliver this Bond Purchase Agreement, the 2016 Series A Bonds, the 2016 Series A Indenture and the 2016 Series A Loan Agreement, and to accept the Inducement Letter (as hereinafter defined) and to perform its obligations hereunder and thereunder and to engage in the transactions contemplated hereby and by the Official Statement (as defined below). This Bond Purchase Agreement, the 2016 Series A Indenture and the 2016 Series A Loan Agreement have been duly authorized by the Issuer and, when executed and delivered, will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting enforcement of creditors’ rights and by equitable rights where equitable remedies are sought;

(b) the Issuer has complied (or at the Closing Time (as hereinafter defined) will have complied) with all provisions of the Constitution and laws of the Commonwealth of Kentucky, including the Act, and any procedural rules of the Issuer pertaining to the issuance of the 2016 Series A Bonds, and has full power and authority to carry out and consummate on its part all transactions contemplated by this Bond Purchase Agreement, the 2016 Series A Bonds, the 2016 Series A Indenture and the 2016 Series A Loan Agreement and any and all agreements and documents relating thereto entered into or accepted by the Issuer;

(c) the Official Statement, dated September 7, 2016, relating to the 2016 Series A Bonds with such amendments or supplements that may be authorized by the Underwriter and the Issuer prior to the Closing Time is hereinafter referred to as the “Official Statement” (which term includes all Appendices thereto and all documents incorporated in Appendix A thereto by reference that are filed prior to the Closing Time). The information relating to the Issuer under the caption “The Issuer” contained in the Official Statement as of its date and at all times to and including the Closing Time, will be true and correct in all material respects and will not contain any untrue statements of a material fact and will not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. No representation is made as to any other material in the Official Statement;

(d) the Issuer has duly authorized all necessary action to be taken by it for the use by the Underwriter of the Official Statement and the approval of the Official Statement and the signing of the Official Statement by the Issuer. The Issuer has duly authorized or prior to the Closing Time will have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the 2016 Series A Bonds upon the terms set forth herein and in the Official Statement; (ii) the loan of the 2016 Series A Bond proceeds to the Company, in accordance with the 2016 Series A Loan Agreement, and the deposit of the 2016 Series A Bond proceeds in the Prior 2000 Series A Bond Fund and the Prior 2002 Series A Bond Fund (as each such term is defined in the 2016 Series A Indenture), as described in the 2016 Series A Loan Agreement and the 2016 Series A Indenture, in order to provide a portion of the funds required to refund in full the Refunded Bonds; (iii) the execution, delivery and receipt by it of this Bond Purchase

Agreement, the 2016 Series A Bonds, the 2016 Series A Indenture and the 2016 Series A Loan Agreement and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement, the 2016 Series A Indenture and the 2016 Series A Loan Agreement; and (iv) the carrying out, giving effect to and consummation of the transactions contemplated by this Bond Purchase Agreement, the Official Statement, the 2016 Series A Indenture and the 2016 Series A Loan Agreement. Executed counterparts of the 2016 Series A Indenture and the 2016 Series A Loan Agreement and a signed copy of the Official Statement will be delivered to the Underwriter by the Issuer at the Closing Time;

(e) the 2016 Series A Bonds, when issued, delivered and paid for as herein and in the 2016 Series A Indenture provided, will have been duly authorized and issued and will constitute valid and binding special and limited obligations of the Issuer enforceable in accordance with and entitled to the benefits and security of the 2016 Series A Indenture and the 2016 Series A Loan Agreement, except as enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting enforcement of creditors' rights and by equitable rights where equitable remedies are sought. **The 2016 Series A Bonds and the interest thereon do not constitute an indebtedness or general obligation of the Issuer or a pledge of the faith and credit of the Issuer, the Commonwealth of Kentucky or any political subdivision thereof. The 2016 Series A Bonds are special and limited obligations of the Issuer, and principal, premium, if any, and interest on the 2016 Series A Bonds are payable solely and only out of the amounts to be received pursuant to the 2016 Series A Loan Agreement (except, among other things, as payable from the proceeds of the sale of the 2016 Series A Bonds or investment earnings thereon);**

(f) the Issuer will cause the proceeds from the sale of the 2016 Series A Bonds to be deposited in the Prior 2000 Series A Bond Fund and the Prior 2002 Series A Bond Fund, in each case, as specified in the 2016 Series A Indenture and the 2016 Series A Loan Agreement;

(g) there is no action, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending, or, to the best knowledge of the Issuer, threatened, against or affecting the Issuer (or, to the best knowledge of the Issuer, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect (i) the transactions to be performed by the Issuer pursuant to this Bond Purchase Agreement or the Official Statement, (ii) the validity of the 2016 Series A Bonds, the 2016 Series A Indenture, the 2016 Series A Loan Agreement, this Bond Purchase Agreement or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the 2016 Series A Indenture, the 2016 Series A Loan Agreement or the Official Statement or (iii) the exclusion of interest on the 2016 Series A Bonds from income of recipients for federal income tax purposes as described under the caption "Tax Treatment" in the Official Statement;

(h) the execution and delivery of the Official Statement, this Bond Purchase Agreement, the 2016 Series A Bonds, the 2016 Series A Indenture, the 2016 Series A Loan Agreement and the other agreements contemplated hereby, by the 2016 Series A Loan Agreement or by the Official Statement and compliance with the provisions thereof, will not

conflict with or constitute on the part of the Issuer a breach of or a default under the Constitution of the Commonwealth of Kentucky, any existing Commonwealth of Kentucky law or administrative regulation, or any agreement, indenture, mortgage, lease, court decree or order, or other instrument to which the Issuer is subject or by which it is bound;

(i) the Issuer agrees to cooperate with the Underwriter and its counsel in its endeavor to qualify the 2016 Series A Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request, *provided* that the Issuer shall not be required to execute a general consent to local service of process in any State except Kentucky;

(j) any certificate signed by an authorized officer of the Issuer delivered to the Underwriter shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein;

(k) during such period from the date hereof and ending no later than the 25th day following the “end of the underwriting period” (as defined in Rule 15c2-12 which is hereinafter defined), if any event shall occur as a result of which, in the Underwriter’s judgment, it is necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, the Issuer will cooperate in the prompt preparation and distribution of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended or supplemented will not, in the light of the circumstances when the Official Statement is delivered to a purchaser, be misleading;

(l) the Issuer will not permit any amendment or supplement to the Official Statement unless the Underwriter and the Company have previously been furnished with a copy of each such proposed amendment or supplement. No amendment or supplement to the Official Statement will contain material information substantially different from that contained in the Official Statement, in the form signed by the Issuer, which is unsatisfactory to the Underwriter or the Company;

(m) the Issuer will take or cause to be taken such other action as may reasonably be required on its part to consummate the transactions contemplated by the Official Statement, this Bond Purchase Agreement, the 2016 Series A Bonds, the 2016 Series A Indenture and the 2016 Series A Loan Agreement;

(n) the Issuer deems the Official Statement final as of its date within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”); and

(o) the Issuer covenants and agrees to cause copies of the Official Statement to be delivered to the Underwriter in sufficient quantity as may reasonably be requested by the Underwriter in order to comply with Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (“MSRB”), without charge, within seven business days of the date hereof and, in the event the Closing Date is less than seven business days after the date hereof, upon request of the Underwriter, copies of the Official Statement in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter.

## SECTION 2. PURCHASE, SALE AND DELIVERY OF THE 2016 SERIES A BONDS.

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 Issuer agrees to sell, and the Underwriter agrees to purchase from the Issuer, all, and not less than all, of the 2016 Series A Bonds. The purchase price for the 2016 Series A Bonds will be 100% of the principal amount of the 2016 Series A Bonds. The dated date of the 2016 Series A Bonds, together with the Weekly Rate, are set forth in Schedule I hereto, and the 2016 Series A Bonds shall otherwise have such terms and provisions as set forth in the Official Statement.

The 2016 Series A Bonds will be remarketed following any optional or mandatory tender by the beneficial holders thereof by J.P. Morgan Securities LLC, as remarketing agent (in such capacity, the “Remarketing Agent”), pursuant to a Remarketing Agreement, dated as of September 1, 2016 between the Company and the Remarketing Agent (the “2016 Series A Remarketing Agreement”).

Payment for the 2016 Series A Bonds shall be made in New York federal or similar same day funds payable to the order of the Trustee for the account of the Issuer, at the office of Stoll Keenon Odgen PLLC, Bond Counsel, in Louisville, Kentucky, or in such other manner or at such other place as shall be agreed upon between the Underwriter and the Issuer, at 10:00 A.M., Louisville time on September 15, 2016, or such later date as the Underwriter and the Issuer shall mutually agree upon in writing. The hour and date of such delivery and payment is herein called the “Closing Time.” The delivery of the 2016 Series A Bonds shall be made to The Depository Trust Company (“DTC”), New York, New York, for the account of the Underwriter, or at such other place as the Underwriter and the Issuer may mutually agree, in definitive form and bearing CUSIP numbers, duly executed and authenticated, by delivering one fully registered 2016 Series A Bond, in the outstanding principal amount of the 2016 Series A Bonds registered in the name of Cede & Co., as nominee of DTC. The Issuer agrees to have the 2016 Series A Bonds available for examination by the Underwriter at least 24 hours prior to the Closing Time.

For underwriting services performed by the Underwriter in connection with the offer and sale of the 2016 Series A Bonds, the Issuer agrees to cause the Company to pay to the Underwriter a fee of \$312,500 at the Closing Time in New York federal or similar same day funds, plus reasonable out-of-pocket expenses of the Underwriter. The Underwriter is authorized and hereby represents and warrants to the Issuer and the Company that it is authorized to execute this Bond Purchase Agreement, and has full authority to take such action as it may deem advisable with respect to all matters relating to this Bond Purchase Agreement.

The Issuer acknowledges and agrees that: (i) the primary role of the Underwriter, as Underwriter, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between the Issuer and the Underwriter, and the Underwriter has financial and other interests that differ from those of the Issuer; (ii) the Underwriter is acting solely as principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing

other services to the Issuer on other matters); (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

The Underwriter agrees to make a bona fide public offering of the 2016 Series A Bonds at a price not in excess of par; *provided, however*, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the 2016 Series A Bonds, and may offer and sell the 2016 Series A Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices or yields greater than the yields set forth therein. The Underwriter shall provide to the Issuer a certificate setting forth the offering prices of the 2016 Series A Bonds.

### SECTION 3. CONDITIONS TO THE UNDERWRITER'S OBLIGATIONS.

The obligations of the Underwriter hereunder shall be subject to the due performance by the Issuer 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 Issuer 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 Issuer 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 and the representations and warranties of the Company contained in the Inducement Letter shall be true, complete 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 Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter;

(c) at the Closing Time, the Underwriter shall have received a letter from Ernst & Young LLP in form and substance satisfactory to the Underwriter, consenting to the inclusion of the Company's audited financial statements for the three fiscal years ended December 31, 2015, and 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 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, 2015 contained in Appendix A to the Official Statement and identified for such purpose by the Underwriter and its counsel (in each case to the extent that such dollar amounts, percentages and other financial information are derived from the general accounting records of the Company subject to the internal controls of the Company's accounting system or are derived directly from such records by analysis or computation) with the results obtained from inquiries, a reading of such general accounting records and other procedures specified in such

letter, and have found such dollar amounts, percentages and other financial information to be in agreement with such results, except as otherwise specified in such letter;

(d) at the Closing Time, the Underwriter shall have received a letter from Deloitte & Touche LLP in form and substance satisfactory to the Underwriter, 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, 2015, a reading of the minutes of the Stockholders, the Board of Directors and Executive Committee of the Company set forth in the minute books at September 12, 2016 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 unaudited condensed financial statements read by such accountant and at a subsequent specified date not more than five (5) business days prior to the date of this Bond Purchase Agreement, there were no changes in the long-term debt of the Company on a consolidated basis as compared with the amount shown in the Company's interim report for the quarter ended June 30, 2016; or (z) from the date of the latest available unaudited condensed financial statements read by such accountant and at a subsequent specified date not more than five (5) business days prior to the date of this Bond Purchase Agreement, there were no 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 Official Statement discloses have occurred or may occur; 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 six months ended June 30, 2016 contained in Appendix A to the Official Statement and identified for such purpose by the Underwriter and its counsel (in each case to the extent that such dollar amounts, percentages and other financial information are derived from the general accounting records of the Company subject to the internal controls of the Company's accounting system or are derived directly from such records by analysis or computation) with the results obtained from inquiries, a reading of such general accounting records and other procedures specified in such letter, and have found such dollar amounts, percentages and other financial information to be in agreement with such results, except as otherwise specified in such letter;

(e) the 2016 Series A Bonds, the 2016 Series A Indenture and the 2016 Series A Loan Agreement shall have been authorized, executed and delivered in the forms theretofore approved by the Underwriter with only such changes therein as the Underwriter shall agree upon;

(f) at the Closing Time, the Underwriter shall receive:

(1) evidence, satisfactory to the Underwriter, that the letter dated of even date herewith from the Company to the Issuer and you (the "Inducement Letter"), in the form

attached hereto as Annex A and approved by the Underwriter has been duly authorized, executed and delivered, has not been amended, modified or rescinded and is in full force and effect as of the Closing Time;

(2) the opinions dated as of the Closing Time of (a) Stoll Keenon Ogden PLLC, Bond Counsel, substantially in the forms attached hereto as Annexes B and C, (b) Jones Day, counsel for the Company, substantially in the form attached hereto as Annex D, (c) Gerald A. Reynolds, Esq., General Counsel, Chief Compliance Officer and Corporate Secretary of the Company, substantially in the form attached hereto as Annex E, (d) McGuireWoods LLP, counsel to the Underwriter, which shall be satisfactory to the Underwriter and (e) Crystal Heinz, County Attorney of the Issuer in form and substance satisfactory to the Underwriter;

(3) the certificate, satisfactory to the Underwriter, of the Issuer, attested by the County Judge/Executive or other duly authorized officer of the Issuer satisfactory to the Underwriter, dated as of the Closing Time, to the effect that the Issuer has duly performed all of its obligations hereunder and under the 2016 Series A Indenture and the 2016 Series A Loan Agreement to be performed at or prior to the Closing Time and that each of the representations and warranties of the Issuer contained herein is true and correct as of the Closing Time;

(4) a certificate, satisfactory in form and substance to the Underwriter, 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 2016 Series A Loan Agreement, the Inducement Letter, the Continuing Disclosure Agreement dated as of September 1, 2016 (the "Continuing Disclosure Agreement"), executed and delivered by the Company to the Trustee, and Supplemental Indenture No. 5 dated as of September 1, 2016 (the "Supplemental Indenture") between the Company and The Bank of New York Mellon, pursuant to which the Company's First Mortgage Bonds, Collateral Series TCA (the "First Mortgage Bonds"), will be issued on September 15, 2016, (ii) each of the representations and warranties of the Company contained in the Inducement Letter and the 2016 Series A Loan Agreement, is true and correct as of the Closing Time and (iii) as of the Closing Time, there has been no material adverse change (whether or not arising from transactions in the ordinary course of business) in the business, properties, condition (financial or otherwise) or operations of the Company from that set forth in or contemplated by the Official Statement as in effect on the date of this Agreement;

(5) the Official Statement, and each supplement or amendment, if any, thereto;

(6) the Ordinance having been duly adopted by the Issuer and as being in full force and effect, with such supplements or amendments as may have been agreed to by the Underwriter;

- (7) executed counterparts of the 2016 Series A Indenture, the 2016 Series A Loan Agreement, the Remarketing Agreement, the Continuing Disclosure Agreement, the Supplemental Indenture and the Inducement Letter;
  - (8) 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 the 2016 Series A Loan Agreement, the Remarketing Agreement, the Continuing Disclosure Agreement, the Supplemental Indenture and the Inducement Letter;
  - (9) a specimen 2016 Series A Bond;
  - (10) certificates of one or more authorized officers of the Trustee, dated the Closing Date, as to the due execution and delivery of the 2016 Series A Indenture by the Trustee and the due authentication and delivery of the 2016 Series A Bonds by the Trustee;
  - (11) evidence, satisfactory in form and substance to the Underwriter, that on or prior to the Closing Time, the Company has irrevocably instructed the trustee of the Refunded Bonds to call the Refunded Bonds for redemption;
  - (12) a DTC Blanket Letter of Representations signed by the Issuer and acknowledged by DTC;
  - (13) a copy of the Blue Sky Survey with respect to the 2016 Series A Bonds;
  - (14) any certificates, tax filings or other documentation required by Bond Counsel relating to the tax-exempt nature of the interest on the 2016 Series A Bonds;
  - (15) copies of any certificates or other documentation required in connection with the issuance of the First Mortgage Bonds, together with executed reliance letters addressed to the Underwriter with respect to any legal opinions issued in connection with such issuance from counsel to the Company, all in form and substance satisfactory to the Underwriter; and
  - (16) such additional certificates, opinions and other documents as the Underwriter may reasonably request to evidence performance of or compliance with the provisions of this Bond Purchase Agreement and the transactions contemplated hereby, all such certificates and other documents to be satisfactory in substance to the Underwriter and in form and scope to the Underwriter's counsel; and
- (g) at or prior to the Closing Time, the 2016 Series A Bonds shall have been rated at least "A1"/"P-2" by Moody's Investors Service, Inc. and "A-"/"A-2" by Standard & Poor's Ratings Service and evidence of each such ratings shall have been delivered to the Underwriter.

#### SECTION 4. TERMINATION.

The Underwriter shall have the right to cancel its obligations hereunder to purchase the 2016 Series A Bonds (and such cancellation hereunder shall not constitute a default for purposes of Section 7 hereof) by notifying the Issuer in writing or by telegram of its election to do so between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time:

(i) (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 or (b) 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 Issuer or upon interest received on obligations of the general character of the 2016 Series A Bonds, or which fails to exempt interest on bonds of the specific character of the 2016 Series A Bonds to the extent described in the Official Statement under “Tax Treatment”, and which, in any such case, in the Underwriter’s opinion, would make it impracticable to market the 2016 Series A Bonds on the terms and in the manner contemplated in the Official Statement;

(ii) legislation shall be passed by the House of Representatives or the Senate or the Congress of the United States, or a decision by a court of the United States shall be rendered, or a ruling, regulation, order or official statement by or on behalf of the Securities and Exchange Commission (the “SEC”) or other governmental agency having jurisdiction of the subject matter shall be made or proposed which would result in the 2016 Series A 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;

(iii) an order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the 2016 Series A Bonds, or the issuance, offering or sale of the 2016 Series A Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect;

(iv) a stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the 2016 Series A Bonds, or the execution and delivery of any of the 2016 Series A Indenture or the 2016 Series A Loan Agreement, is or would be in violation of

any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 or the Trust Indenture Act of 1939, each as amended and as then in effect;

(v) any litigation shall be instituted or be pending at the Closing Time to restrain or enjoin the issuance, sale or delivery of the 2016 Series A Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Ordinance, the 2016 Series A Bonds, the 2016 Series A Indenture or the 2016 Series A Loan Agreement, or the existence or powers of the Issuer with respect to its obligations under the 2016 Series A Bonds, the 2016 Series A Indenture or the 2016 Series A Loan Agreement;

(vi) a reduction or withdrawal in any of the following assigned credit ratings, or, as of the Closing Time, the failure by any of the following rating agencies to assign the following credit ratings, to the 2016 Series A Bonds: (a) long-term credit ratings of not less than "A1" by Moody's Investors Service, Inc. and "A" by Standard & Poor's Ratings Service, and (b) short-term credit ratings of not less than "P-2" by Moody's Investors Service, Inc. and "A-2" by Standard & Poor's Ratings Service;

(vii) 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 Official Statement, or the financial statements contained or referred to therein, or which is not reflected in the Official Statement or such financial statements, but should be reflected therein as of the time and in light of the purpose for which the Official Statement 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 Underwriter expressly for use therein); or

(viii) in the Underwriter's reasonable judgment, the marketability of the 2016 Series A Bonds shall be adversely affected because: (a) 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; (b) the New York Stock Exchange, or any governmental authority, shall impose, as to the 2016 Series A 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 Underwriter; (c) a general banking moratorium shall have been established by federal or New York authorities; (d) the occurrence of a major financial crisis, a major disruption in commercial banking or securities settlement or clearance services, or (e) 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 Underwriter's judgment makes it impracticable or inadvisable to proceed with the offering or sale of the 2016 Series A Bonds on the terms contemplated hereby or makes it impracticable for the Underwriter to enforce contracts for the sale of the 2016 Series A Bonds.

SECTION 5. CONDITIONS OF THE ISSUER'S OBLIGATIONS.

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

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or undertaken on its behalf, and shall survive delivery of the 2016 Series A Bonds.

SECTION 7. PAYMENT OF EXPENSES.

Whether or not the 2016 Series A Bonds are sold by the Issuer to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the obligations of the Issuer hereunder. All expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the 2016 Series A Bonds, whether or not the 2016 Series A Bonds are sold by the Issuer to the Underwriter (unless such sale shall have been prevented at the Closing Time by its default), including, without limitation, the reasonable fees and disbursements of Stoll Keenon Ogden PLLC, as Bond Counsel, the reasonable fees and disbursements of counsel for the Issuer, the reasonable fees and disbursements of McGuireWoods LLP, as counsel to the Underwriter, as well as in connection with the qualification of the 2016 Series A Bonds for sale under the securities or "Blue Sky" laws of various jurisdictions and the preparation of the Blue Sky Survey, and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the 2016 Series A Bonds, the Official Statement, the 2016 Series A Indenture, the 2016 Series A Loan Agreement, the Remarketing Agreement, the Continuing Covenant Agreement, the Supplemental Indenture, the Inducement Letter and this Bond Purchase Agreement and all other agreements and documents contemplated hereby and drafts of any thereof, shall be paid by the Company.

SECTION 8. USE OF OFFICIAL STATEMENT.

The Issuer hereby ratifies and confirms the Underwriter's authority to use the Official Statement.

SECTION 9. NOTICE.

Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by mailing or delivering the same in writing to Issuer at P. O. Box 251, 123 Church Street, Bedford, Kentucky 40006, Attention: County Judge/Executive and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to J.P. Morgan Securities LLC, 383 Madison Avenue, Floor 8, New York, New York 10179, Attention: Municipal Short Term Desk, in all cases with copies to the Company at 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer.

SECTION 10. APPLICABLE LAW; NONASSIGNABILITY.

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

SECTION 11. EXECUTION OF COUNTERPARTS.

This Bond Purchase 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 Bond Purchase Agreement shall be made without the written consent of the Company.

SECTION 12. INTERESTED PARTIES.

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

[signature page immediately follows]

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

Very truly yours,

COUNTY OF TRIMBLE, KENTUCKY

(SEAL)

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



Jerry L. Powell  
County Judge/Executive

ATTEST:

By: Susan Barnes  
Fiscal Court Clerk

Accepted as of the date first above written:

J.P. MORGAN SECURITIES LLC, as the Underwriter

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

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

Very truly yours,

COUNTY OF TRIMBLE, KENTUCKY

(SEAL)

By: \_\_\_\_\_  
Jerry L. Powell  
County Judge/Executive

ATTEST:

By: \_\_\_\_\_  
Fiscal Court Clerk

Accepted as of the date first above written:

J.P. MORGAN SECURITIES LLC, as the Underwriter

By: *Dan Reguit*  
*EXECUTIVE DIRECTOR*

**SCHEDULE 1**

**DESCRIPTION OF THE 2016 SERIES A BONDS**

Total Principal Amount of 2016 Series A Bonds --	\$125,000,000
Maturity Date of 2016 Series A Bonds --	September 1, 2044
Dated Date of 2016 Series A Bonds --	Date of Issuance
Initial Weekly Rate of 2016 Series A Bonds --	0.90%

**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.

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) 627-4956  
Facsimile No: (502) 627-4742

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  \_\_\_\_\_  
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, 30<sup>th</sup> 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, 14<sup>th</sup> 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: \_\_\_\_\_

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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: \_\_\_\_\_

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\*\* 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)**

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**REMARKETING AGREEMENT**

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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 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 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

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

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**REMARKETING AGREEMENT**

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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, 30<sup>th</sup> 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.

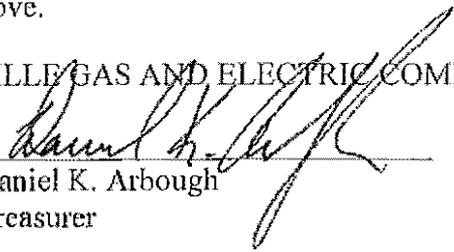
13. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

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.

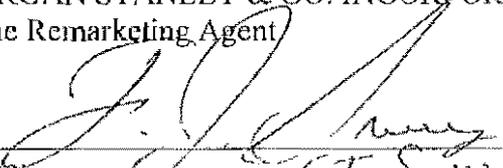
LOUISVILLE GAS AND ELECTRIC COMPANY

By: 

Name: Daniel K. Arbough

Title: Treasurer

MORGAN STANLEY & CO. INCORPORATED,  
as the Remarketing Agent

By: 

Name: J. J. Swamy

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)**

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**REMARKETING AND BOND PURCHASE  
AGREEMENT**

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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.

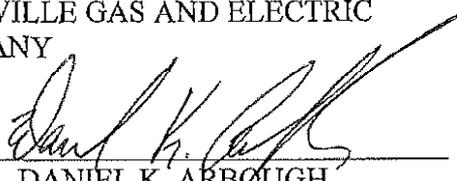
[signature page immediately follows]

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.

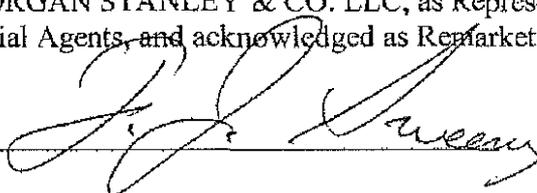
Yours truly,

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

<b><u>Remarketing Agent</u></b>	<b><u>Bonds</u></b>	<b><u>Principal Amount of the Bonds</u></b>
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

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

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**REMARKETING AGREEMENT**

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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, 30<sup>th</sup> 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.

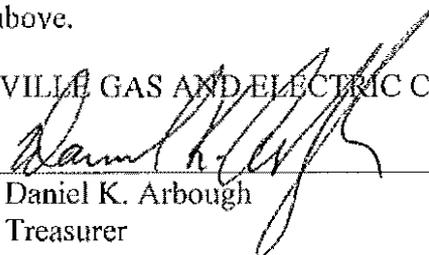
13. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

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.

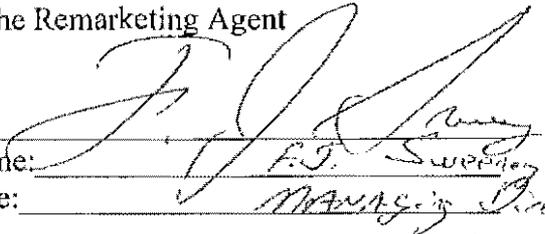
[Signatures appear on the immediately following page]

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. Swearing  
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)**

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**REMARKETING AND BOND PURCHASE  
AGREEMENT**

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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.

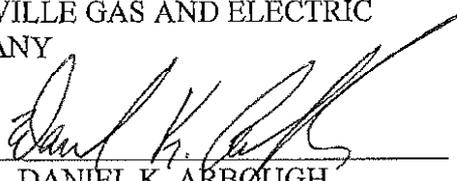
[signature page immediately follows]

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.

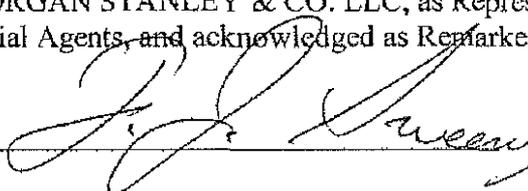
Yours truly,

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

<b><u>Remarketing Agent</u></b>	<b><u>Bonds</u></b>	<b><u>Principal Amount of the Bonds</u></b>
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)

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**REMARKETING AGREEMENT**

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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 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 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.

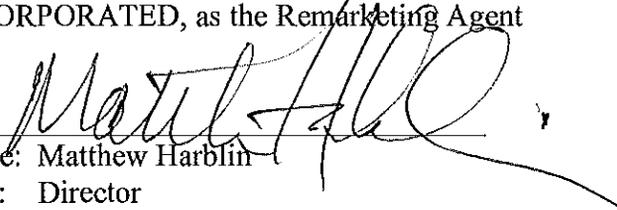
LOUISVILLE GAS AND ELECTRIC COMPANY

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)**

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**REMARKETING AND BOND PURCHASE**  
**AGREEMENT**

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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.

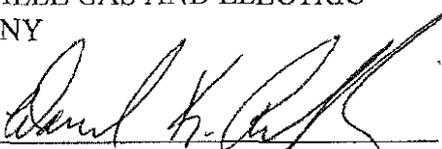
The Company acknowledges and agrees that: (i) the primary role of the Initial Agents, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Company and the Initial Agents and the Initial Agents have financial and other interests that 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: \_\_\_\_\_

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

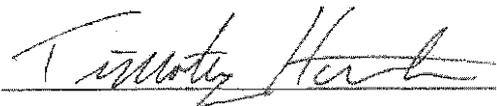
Yours truly,

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: 

**SCHEDULE I**

**Initial Agents**

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

<b><u>Remarketing Agent</u></b>	<b><u>Bonds</u></b>	<b><u>Principal Amount of the Bonds</u></b>
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,

## LOUISVILLE GAS AND ELECTRIC COMPANY

\$300,000,000 First Mortgage Bonds, 3.300% Series due 2025  
\$250,000,000 First Mortgage Bonds, 4.375% Series due 2045

UNDERWRITING AGREEMENT

September 21, 2015

J.P. Morgan Securities LLC  
BNP Paribas Securities Corp.  
Goldman, Sachs & Co.  
Mizuho Securities USA Inc.

As Representatives of the Several Underwriters  
c/o J.P. Morgan Securities LLC  
383 Madison Avenue  
New York, New York 10179

Ladies and Gentlemen:

1. Introductory.

Louisville Gas and Electric Company, a corporation organized under the laws of the Commonwealth of Kentucky (the “Company”), proposes to issue and sell, and the several Underwriters named in Section 3 hereof (the “Underwriters”), for whom you are acting as representatives (the “Representatives”), propose, severally and not jointly, to purchase, upon the terms and conditions set forth herein, \$300,000,000 aggregate principal amount of the Company’s First Mortgage Bonds, 3.300% Series due 2025 (the “2025 Bonds”) and \$250,000,000 aggregate principal amount of the Company’s First Mortgage Bonds, 4.375% Series due 2045 (the “2045 Bonds”, and together with the 2025 Bonds, the “Bonds”) to be issued under an Indenture, dated as of October 1, 2010 (the “Base Indenture”), as heretofore amended and supplemented by Supplemental Indenture No. 1 thereto, dated as of October 15, 2010, Supplemental Indenture No. 2 thereto, dated as of November 1, 2010, Supplemental Indenture No. 3 thereto, dated as of November 1, 2013, and as to be further supplemented by Supplemental Indenture No. 4 thereto relating to the Bonds, to be dated as of September 1, 2015 (the “Supplemental Indenture”, and the Base Indenture as so amended and supplemented, the “Indenture”), between the Company and The Bank of New York Mellon, as trustee thereunder (the “Trustee”).

The Company has filed with the Securities and Exchange Commission (the “Commission”) an automatic shelf registration statement (No. 333-202290-03) on Form S-3, including the related preliminary prospectus or prospectus, which registration statement became effective upon filing under Rule 462(e) (“Rule 462(e)”) of the rules and regulations of the Commission (the “Securities Act Regulations”) under the Securities Act of 1933, as amended (the “Securities Act”). Such registration statement covers the registration of the Bonds under the Securities Act. Promptly after the date of this Agreement, the Company will prepare and file a prospectus in accordance with the provisions of Rule 430B (“Rule 430B”) of the Securities Act Regulations and paragraph (b) of Rule 424 (“Rule 424(b)”) of the Securities Act Regulations. Any information included in such prospectus that was omitted from such registration statement at the time it became effective but that is deemed to be part of and included in such registration statement pursuant to Rule 430B is referred to as “Rule 430B Information.” Each prospectus used in connection with the offering of the Bonds that omitted Rule 430B Information (other than a “free writing prospectus” as defined in Rule 405 of the Securities Act Regulations that has not been approved in writing by the Company and the Representatives), including any related prospectus supplement and the documents incorporated by reference therein pursuant to Item 12 of Form S-3, is herein called a “preliminary prospectus.” Such registration statement, at any given time, including the amendments or supplements thereto to such time, the exhibits and any schedules thereto at such time, the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act at such time and the documents otherwise deemed to be a part thereof or included therein by the Securities Act Regulations, is herein called the “Registration Statement.” The Registration Statement at the time it originally became effective is herein called the “Original Registration Statement.” The final prospectus in the form first furnished to the Underwriters for use in connection with the offering of the Bonds, including the related prospectus supplement and the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act as of the date hereof, is herein called the “Prospectus.” For purposes of this Agreement, all references to the Registration Statement, any preliminary prospectus, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval (“EDGAR”) system.

All references in this Agreement to financial statements and schedules and other information which is “contained,” “included” or “stated” in the Registration Statement, any preliminary prospectus or the Prospectus (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated by reference in or otherwise deemed by the Securities Act Regulations to be a part of or included in the Registration Statement, any preliminary prospectus or the Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Registration Statement, any preliminary prospectus or the Prospectus shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) which is incorporated by reference in or otherwise deemed by the Securities Act

Regulations to be a part of or included in the Registration Statement, such preliminary prospectus or the Prospectus, as the case may be.

2. Representations and Warranties.

The Company represents and warrants to each Underwriter as of the date hereof, as of the Applicable Time referred to in Section 2(b) hereof and as of the Closing Date referred to in Section 5 hereof, and agrees with each Underwriter as follows:

(a) (A) At the time of filing the Original Registration Statement, (B) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Securities Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), (C) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) of the Securities Act Regulations) made any offer relating to the Bonds in reliance on the exemption of Rule 163 of the Securities Act Regulations (“Rule 163”) or made a bona fide offer (within the meaning of Rule 164(h)(2) of the Securities Act Regulations) and (D) at the date hereof, the Company was and is eligible to register and issue the Bonds as a “well-known seasoned issuer” as defined in Rule 405 of the Securities Act Regulations (“Rule 405”), including not having been and not being an “ineligible issuer” as defined in Rule 405. The Registration Statement is an “automatic shelf registration statement,” as defined in Rule 405, and the Bonds, since their registration on the Registration Statement, have been and remain eligible for registration by the Company on a Rule 405 “automatic shelf registration statement.” The Company has not received from the Commission any notice pursuant to Rule 401(g)(2) of the Securities Act Regulations objecting to the use of the automatic shelf registration statement form;

(b) The Original Registration Statement became effective upon filing under Rule 462(e) of the Securities Act Regulations on February 25, 2015, and any post-effective amendment thereto also became effective upon filing under Rule 462(e). No stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use has been issued under the Securities Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission, and any request on the part of the Commission for additional information has been complied with.

Any offer that is a written communication relating to the Bonds made prior to the filing of the Original Registration Statement by the Company or any person acting on its behalf (within the meaning, for this paragraph only, of Rule 163(c) of the Securities Act Regulations) has been filed with the Commission in accordance with the exemption provided by Rule 163 and otherwise complied with the requirements of Rule 163, including without

limitation the legending requirement, to qualify such offer for the exemption from Section 5(c) of the Securities Act provided by Rule 163.

At the respective times the Original Registration Statement and each amendment thereto became effective, at each deemed effective date with respect to the Underwriters pursuant to Rule 430B(f)(2) of the Securities Act Regulations and at the Closing Date, the Registration Statement complied and will comply in all material respects with the requirements of the Securities Act and the Securities Act Regulations and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and the rules and regulations thereunder, and did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

Neither the Prospectus nor any amendments or supplements thereto, at the time the Prospectus or any such amendment or supplement was issued and at the Closing Date, included or will include an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Each preliminary prospectus (including the prospectus or prospectuses filed as part of the Original Registration Statement or any amendment thereto) complied when so filed and each Prospectus will comply when so filed in all material respects with the Securities Act Regulations and each preliminary prospectus and the Prospectus delivered to the Underwriters for use in connection with this offering was identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

As of the Applicable Time (as defined below), neither (x) the Issuer General Use Free Writing Prospectus(es) (as defined below) issued at or prior to the Applicable Time, the Statutory Prospectus (as defined below) and the Issuer Free Writing Prospectus (as defined below), including the Final Term Sheet prepared and filed pursuant to Section 6(b) identified on Schedule A hereto, all considered together (collectively, the "General Disclosure Package"), nor (y) any individual Issuer Limited Use Free Writing Prospectus (as defined below), when considered together with the General Disclosure Package, included any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

As of the time of the filing of the Final Term Sheet, the General Disclosure Package, when considered together with the Final Term Sheet (as defined in Section 6(b)), will not include any untrue statement of a material fact

or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

As used in this subsection and elsewhere in this Agreement:

“Applicable Time” means 3:50 p.m., New York City time, on September 21, 2015 or such other time as agreed by the Company and the Representatives.

“Issuer Free Writing Prospectus” means any “issuer free writing prospectus,” as defined in Rule 433 of the Securities Act Regulations (“Rule 433”), relating to the Bonds that (i) is required to be filed with the Commission by the Company, (ii) is a “road show that is a written communication” within the meaning of Rule 433(d)(8)(i), whether or not required to be filed with the Commission or (iii) is exempt from filing pursuant to Rule 433(d)(5)(i) because it contains a description of the Bonds or of the offering that does not reflect the final terms, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company’s records pursuant to Rule 433(g).

“Issuer General Use Free Writing Prospectus” means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors, as evidenced by its being specified in Schedule A hereto.

“Issuer Limited Use Free Writing Prospectus” means any Issuer Free Writing Prospectus that is not an Issuer General Use Free Writing Prospectus.

“Permitted Free Writing Prospectus” means any free writing prospectus consented to in writing by the Company and the Representatives. For the avoidance of doubt, any free writing prospectus that is not consented to in writing by the Company does not constitute a Permitted Free Writing Prospectus and will not be an Issuer Free Writing Prospectus.

“Statutory Prospectus” as of any time means the prospectus relating to the Bonds that is included in the Registration Statement immediately prior to that time, including any document incorporated by reference therein and any preliminary or other prospectus deemed to be a part thereof.

Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Bonds or until any earlier date that the Company notified or notifies the Representatives as described in Section 6(g), did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement or the Prospectus, including any

document incorporated by reference therein and any preliminary or other prospectus deemed to be a part thereof that has not been superseded or modified.

The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus made in reliance upon and in conformity with written information furnished to the Company as set forth in Schedule B hereto by any Underwriter through the Representatives expressly for use therein or to any statements in or omissions from the Statement of Eligibility of the Trustee under the Indenture. At the effective date of the Registration Statement, the Indenture conformed in all material respects to the Trust Indenture Act and the rules and regulations thereunder;

(c) The Company has been duly organized, is validly existing as a corporation in good standing under the laws of the Commonwealth of Kentucky, has the power and authority to own its property and to conduct its business as described in the General Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement, the Indenture and the Bonds, and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company;

(d) The Bonds have been duly authorized by the Company and, when issued, authenticated and delivered in the manner provided for in the Indenture and delivered against payment of the consideration therefor, will constitute valid and binding obligations of the Company enforceable in accordance with their terms, except to the extent limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or moratorium laws or by other laws now or hereafter in effect relating to or affecting the enforcement of mortgagee's and other creditors' rights and by general equitable principles (regardless of whether considered in a proceeding in equity or at law), an implied covenant of good faith and fair dealing and consideration of public policy, and federal or state securities law limitations on indemnification and contribution (the "Enforceability Exceptions"); the Bonds will be in the forms established pursuant to, and entitled to the benefits of, the Indenture; and the Bonds will conform in all material respects to the statements relating thereto contained in the General Disclosure Package and the Prospectus;

(e) The Indenture has been duly authorized by the Company; at the Closing Date, the Supplemental Indenture will have been duly executed and delivered by the Company, and assuming due authorization, execution and delivery of the Indenture by the Trustee, the Indenture will constitute a valid and legally binding obligation of the Company enforceable in accordance with its terms (except to the extent limited by the Enforceability Exceptions); the Indenture

conforms and will conform in all material respects to the statements relating thereto contained in the General Disclosure Package and the Prospectus; and at the effective date of the Registration Statement, the Indenture was duly qualified under the Trust Indenture Act;

(f) The Company is in compliance in all material respects with its amended and restated articles of incorporation and bylaws;

(g) The Order of the Kentucky Public Service Commission, dated June 16, 2014, has been obtained and is in full force and effect and is sufficient to authorize the issuance and sale by the Company of the Bonds as contemplated by this Agreement, and no further consent, approval, authorization, order, registration or qualification of or with any federal, state or local governmental agency or body or any federal, state or local court is required to be obtained by the Company for the consummation of the transactions contemplated by this Agreement and the Indenture in connection with the offering, issuance and sale of the Bonds by the Company, or the performance by the Company of its obligations hereunder or thereunder, except (i) such as have been obtained or (ii) such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Bonds by the Underwriters in the manner contemplated herein and in the General Disclosure Package and the Prospectus;

(h) None of the execution and delivery of this Agreement, the Supplemental Indenture, the issue and sale of the Bonds, or the consummation of any of the transactions herein or therein contemplated, will (i) violate any law or any regulation, order, writ, injunction or decree of any court or governmental instrumentality applicable to the Company, (ii) breach or violate, or constitute a default under, the Company's amended and restated articles of incorporation or bylaws, or (iii) breach or violate, or constitute a default under, any material agreement or instrument to which the Company is a party or by which it is bound, except in the case of clauses (i) and (iii), for such violations, breaches or defaults that would not in the aggregate have a material adverse effect on the Company's ability to perform its obligations hereunder or thereunder;

(i) The consolidated financial statements of the Company, together with the related notes and schedules, each set forth or incorporated by reference in the Registration Statement comply as to form in all material respects with the applicable accounting requirements of the Securities Act and the Exchange Act and the related published rules and regulations thereunder; such audited financial statements have been prepared in all material respects in accordance with generally accepted accounting principles consistently applied throughout the periods involved, except as disclosed therein; and no material modifications are required to be made to the unaudited interim financial statements for them to be in conformity with generally accepted accounting principles;

(j) This Agreement has been duly and validly authorized, executed and delivered by the Company;

(k) Since the respective dates as of which information is given in the General Disclosure Package and the Prospectus, except as otherwise stated therein or contemplated thereby, there has been no material adverse change, or event or occurrence that would result in a material adverse change, in the financial position or results of operations of the Company;

(l) The Company is not, and after giving effect to the offering and sale of the Bonds and the application of the proceeds thereof as described in the General Disclosure Package and the Prospectus, will not be, an “investment company” as such term is defined in the Investment Company Act of 1940, as amended;

(m) Ernst & Young LLP, which has audited certain financial statements of the Company and issued its report with respect to the audited consolidated financial statements and schedules included and incorporated by reference in the General Disclosure Package and the Prospectus, is an independent registered public accounting firm with respect to the Company during the periods covered by its reports within the meaning of the Securities Act and the Securities Act Regulations and the standards of the Public Company Accounting Oversight Board (United States) (“PCAOB”);

(n) The Company maintains systems of internal accounting controls sufficient to provide reasonable assurance that transactions are executed in accordance with management’s authorizations and transactions are recorded as necessary to permit preparation of financial statements. The Company maintains effective “disclosure controls and procedures” as such term is defined in Rule 13a-15(e) under the Exchange Act;

(o) (i) The Company has good and sufficient title to the interest and estate of the Company in all real property, and good title to all other property, which is or is to be specifically or generally described or referred to in the Indenture as being subject to the lien thereof, subject only to (A) the lien of the Indenture, (B) Permitted Liens (as defined in the Indenture), and (C) defects and irregularities in title and other Liens (as defined in the Indenture) that in each case are not prohibited by the Indenture and that, in the Company’s judgment, do not, individually or in the aggregate, impair the operation of the Company’s business in any material respect; (ii) the descriptions of all such property contained or referred to in the Indenture are adequate for purposes of the lien purported to be created by the Indenture; (iii) the Indenture (excluding the Supplemental Indenture) constitutes, and, on the Closing Date, the Indenture will constitute, a valid mortgage lien on and security interest in all property which is specifically or generally described or referred to therein as being subject to the lien thereof (other

than such property as has been released from the lien of the Indenture in accordance with the terms thereof), subject only to the Liens, defects and irregularities referred to in subparagraph (i) above; and (iv) on and after the Closing Date, the Indenture by its terms will effectively subject to the lien thereof all property located in the Commonwealth of Kentucky acquired by the Company after the Closing Date of the character generally described or referred to in the Indenture as being subject to the lien thereof, subject to (A) defects and irregularities in title existing at the time of such acquisition, (B) Purchase Money Liens (as defined in the Indenture) and any other Liens placed or otherwise existing or placed on such property at the time of such acquisition, (C) with respect to real property, Liens placed thereon following the acquisition thereof by the Company and prior to the recording and filing of a supplemental indenture or other instrument specifically describing such real property and (D) possible limitations arising out of laws relating to preferential transfers of property during certain periods prior to commencement of bankruptcy, insolvency or similar proceedings and to limitations on liens on property acquired by a debtor after the commencement of any such proceedings, and possible claims and taxes of the federal government, and except as otherwise provided in Article Thirteen of the Indenture; it being understood that, if any property were to become subject to the lien of the Indenture by virtue of the “springing lien provisions” contained in the proviso at the end of the definition of “Excepted Property” in the granting clauses of the Indenture, the lien of the Indenture as to such property would be subject to any Liens existing on such property at the time such property became subject to the lien of the Indenture;

(p) On the Closing Date, the Indenture will have been duly recorded or lodged for record as a mortgage of real estate, and any required filings with respect to personal property and fixtures subject to the lien of the Indenture will have been duly made, in each place in which such recording and filing is required to protect, preserve and perfect the lien of the Indenture, and all taxes and recording and filing fees required to be paid with respect to the execution, recording or filing of the Indenture, the filing of financing statements and similar documents and the issuance of the Bonds will have been paid;

(q) The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and has been prepared in accordance with the Commission’s rules and guidelines applicable thereto;

(r) None of the Company or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (collectively, the “FCPA”), including, without limitation, making use of the mails or any means or instrumentality of interstate

commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA, and the Company and, to the knowledge of the Company, its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith;

(s) The operations of the Company are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the “Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened; and

(t) None of the Company or any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently the target of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”) (“Sanctions”); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds, to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person, or in any country or territory, that, at the time of such financing, is the target of Sanctions.

Each of you, as one of the several Underwriters, represents and warrants to, and agrees with, the Company, its directors and such of its officers as shall have signed the Registration Statement, and to each other Underwriter, that the information set forth in Schedule B hereto furnished to the Company by or through you or on your behalf expressly for use in the Registration Statement or the Prospectus does not contain an untrue statement of a material fact and does not omit to state a material fact in connection with such information required to be stated therein or necessary to make such information not misleading.

3. Purchase and Sale of Bonds.

On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein contained, the Company agrees

to sell to the Underwriters, and the Underwriters agree, severally and not jointly, to purchase from the Company, at a purchase price of 99.307% of the principal amount per 2025 Bond and a purchase price of 99.042% of the principal amount per 2045 Bond thereof, plus accrued interest, if any, from the date of the first authentication of the Bonds to the Closing Date (as hereinafter defined), the respective principal amounts of the Bonds set forth below opposite the names of such Underwriters.

Underwriters	Principal Amount of 2025 Bonds	Principal Amount of 2045 Bonds
J.P. Morgan Securities LLC .....	\$60,000,000	\$50,000,000
BNP Paribas Securities Corp.....	\$60,000,000	\$50,000,000
Goldman, Sachs & Co.....	\$60,000,000	\$50,000,000
Mizuho Securities USA Inc.....	\$60,000,000	\$50,000,000
CIBC World Markets Corp. ....	\$15,000,000	\$12,500,000
PNC Capital Markets LLC.....	\$15,000,000	\$12,500,000
SunTrust Robinson Humphrey, Inc.....	\$15,000,000	\$12,500,000
U.S. Bancorp Investments, Inc.....	\$15,000,000	\$12,500,000
Total .....	\$300,000,000	\$250,000,000

4. Offering of the Bonds.

The several Underwriters agree that as soon as practicable, in their judgment, they will make an offering of their respective portions of the Bonds in accordance with the terms set forth in the General Disclosure Package and the Prospectus.

5. Delivery and Payment.

The Bonds will be represented by one or more definitive global securities in book-entry form which will be deposited by or on behalf of the Company with The Depository Trust Company (“DTC”) or its designated custodian. The Company will deliver the Bonds to you against payment by you of the purchase price therefor (such delivery and payment herein referred to as the “Closing”) by wire transfer of immediately available funds to the Company’s account (No. 3752099133) at Bank of America (ABA Routing Number 026-0095-93) by 10:00 a.m., New York City time, on the Closing Date. Such payment shall be made upon delivery of the Bonds for the account of J.P. Morgan Securities LLC at DTC. The Bonds so to be delivered will be in fully registered form in such authorized denominations as established pursuant to the Indenture. The Company will make the Bonds available for inspection by you at the office of The Bank of New York Mellon, 101 Barclay Street, 8<sup>th</sup> Floor, New York, New York 10286, Attention: Corporate Trust, not later than 10:00 a.m., New York City time, on the Business Day next preceding the Closing Date. “Business Day” shall mean any day other than a Saturday, a

Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in The City of New York.

Each Underwriter represents and agrees that, unless it obtains the prior written consent of the Company and the Representatives, it has not and will not make any offer relating to the Bonds that would constitute or would use an “issuer free writing prospectus” as defined in Rule 433 or that would otherwise constitute a “free writing prospectus” as defined in Rule 405 of the Securities Act Regulations that would be required to be filed with the Commission, other than information contained in the Final Term Sheet prepared in accordance with Section 6(b).

The term “Closing Date” wherever used in this Agreement shall mean September 28, 2015, or such other date (i) not later than the seventh full Business Day thereafter as may be agreed upon in writing by the Company and you, or (ii) as shall be determined by postponement pursuant to the provisions of Section 10 hereof.

6. Certain Covenants of the Company.

The Company covenants and agrees with the several Underwriters:

(a) Subject to Section 6(b), to comply with the requirements of Rule 430B and to notify the Representatives immediately, and confirm the notice in writing, (i) when any post-effective amendment to the Registration Statement or new registration statement relating to the Bonds shall become effective, or any supplement to the Prospectus or any amended Prospectus shall have been filed, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or the filing of a new registration statement or any amendment or supplement to the Prospectus or any document incorporated by reference therein or otherwise deemed to be a part thereof or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or such new registration statement or any notice objecting to its use or of any order preventing or suspending the use of any preliminary prospectus, or of the suspension of the qualification of the Bonds for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or of any examination pursuant to Section 8(e) of the Securities Act concerning the Registration Statement and (v) if the Company becomes the subject of a proceeding under Section 8A of the Securities Act in connection with the offering of the Bonds. The Company will effect the filings required under Rule 424(b), in the manner and within the time period required by Rule 424(b) (without reliance on Rule 424(b)(8)). The Company will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible moment. The Company shall pay the required Commission filing fees relating to the Bonds within the time required by Rule 456(b)(1)(i) of the Securities Act Regulations without regard to the proviso therein

and otherwise in accordance with Rules 456(b) and 457(r) of the Securities Act Regulations (including, if applicable, by updating the “Calculation of Registration Fee” table in accordance with Rule 456(b)(1)(ii) either in a post-effective amendment to the Registration Statement or on the cover page of a prospectus filed pursuant to Rule 424(b)).

(b) To give the Representatives notice of its intention to file or prepare any amendment to the Registration Statement or new registration statement relating to the Bonds or any amendment, supplement or revision to either any preliminary prospectus (including any prospectus included in the Original Registration Statement or amendment thereto at the time it became effective) or to the Prospectus, whether pursuant to the Securities Act, the Exchange Act or otherwise, and the Company will furnish the Representatives with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file or use any such document to which the Representatives shall reasonably object in writing. The Company will give the Representatives notice of its intention to make any such filing pursuant to the Exchange Act, Securities Act or Securities Act Regulations from the Applicable Time to the Closing Date and will furnish the Representatives with copies of any such documents a reasonable amount of time prior to such proposed filing and will not file or use any such document to which the Representatives shall reasonably object in writing. The Company will prepare a final term sheet (the “Final Term Sheet”) substantially in the form attached as Annex I hereto reflecting the final terms of the Bonds, and shall file such Final Term Sheet as an “Issuer Free Writing Prospectus” in accordance with Rule 433; provided that the Company shall furnish the Representatives with copies of any such Final Term Sheet a reasonable amount of time prior to such proposed filing and will not use or file any such document to which the Representatives shall reasonably object in writing.

(c) To furnish to each Underwriter, without charge, during the period when the Prospectus is required to be delivered under the Securities Act, as many copies of the Prospectus and any amendments and supplements thereto as each Underwriter may reasonably request.

(d) That before amending and supplementing the preliminary prospectus or the Prospectus, it will furnish to the Representatives a copy of each such proposed amendment or supplement and that it will not use any such proposed amendment or supplement to which the Representatives reasonably object in writing.

(e) To use its best efforts to qualify the Bonds and to assist in the qualification of the Bonds by you or on your behalf for offer and sale under the securities or “blue sky” laws of such jurisdictions as you may designate, to continue such qualification in effect so long as required for the distribution of the Bonds and to reimburse you for any expenses (including filing fees and fees and

disbursements of counsel) paid by you or on your behalf to qualify the Bonds for offer and sale, to continue such qualification, to determine its eligibility for investment and to print any preliminary or supplemental “blue sky” survey or legal investment memorandum relating thereto; provided that the Company shall not be required to qualify as a foreign corporation in any State, to consent to service of process in any State other than with respect to claims arising out of the offering or sale of the Bonds, or to meet any other requirement in connection with this paragraph (e) deemed by the Company to be unduly burdensome;

(f) Promptly to deliver to you one signed copy of the Registration Statement as originally filed and of all amendments thereto heretofore or hereafter filed, including conformed copies of all exhibits except those incorporated by reference, and such number of conformed copies of the Registration Statement (but excluding the exhibits), each related preliminary prospectus, the Prospectus, and any amendments and supplements thereto, as you may reasonably request;

(g) If at any time prior to the completion of the sale of the Bonds by the Underwriters (as determined by the Representatives), any event occurs as a result of which the Prospectus, as then amended or supplemented, would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it should be necessary to amend or supplement the Prospectus to comply with applicable law, the Company promptly (i) will notify the Representatives of any such event; (ii) subject to the requirements of paragraph (b) of this Section 6, will prepare an amendment or supplement that will correct such statement or omission or effect such compliance; and (iii) will supply any supplemented or amended Prospectus to the several Underwriters without charge in such quantities as they may reasonably request; provided that the expense of preparing and filing any such amendment or supplement to the Prospectus (x) that is necessary in connection with such a delivery of a supplemented or amended Prospectus more than nine months after the date of this Agreement or (y) that relates solely to the activities of any Underwriter shall be borne by the Underwriter or Underwriters or the dealer or dealers requiring the same; and provided further that you shall, upon inquiry by the Company, advise the Company whether or not any Underwriter or dealer which shall have been selected by you retains any unsold Bonds and, for the purposes of this subsection (g), the Company shall be entitled to assume that the distribution of the Bonds has been completed when they are advised by you that no such Underwriter or dealer retains any Bonds. If at any time following issuance of an Issuer Free Writing Prospectus, there occurs an event or development as a result of which such Issuer Free Writing Prospectus would conflict with the information contained in the Registration Statement (or any other registration statement related to the Bonds) or the Statutory Prospectus or any preliminary prospectus would include an untrue statement of a material fact or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances prevailing at

that subsequent time, not misleading, the Company will promptly notify the Representatives and will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(h) As soon as practicable, to make generally available to its security holders an earnings statement covering a period of at least twelve months beginning after the “effective date of the registration statement” within the meaning of Rule 158 under the Securities Act which will satisfy the provisions of Section 11(a) of the Securities Act;

(i) To pay or bear (i) all expenses in connection with the matters herein required to be performed by the Company, including all expenses (except as provided in Section 6(g) above) in connection with the preparation and filing of the Registration Statement, the General Disclosure Package and the Prospectus, and any amendment or supplement thereto, and the furnishing of copies thereof to the Underwriters, and all audits, statements or reports in connection therewith, and all expenses in connection with the issue and delivery of the Bonds to the Underwriters at the place designated in Section 5 hereof, any fees and expenses relating to the eligibility and issuance of the Bonds in book-entry form and the cost of obtaining CUSIP or other identification numbers for the Bonds, all federal and state taxes (if any) payable (not including any transfer taxes) upon the original issue of the Bonds; (ii) all expenses in connection with the printing, reproduction and delivery of this Agreement and the printing, reproduction and delivery of any preliminary prospectus and each Prospectus, and (except as provided in Section 6(g) above) any amendment or supplement thereto, to the Underwriters; (iii) any and all fees payable in connection with the rating of the Bonds; (iv) all costs and expenses relating to the creation, filing or perfection of the security interests under the Indenture; and (v) the reasonable fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee, in connection with the Indenture and the Bonds;

(j) During the period from the date of this Agreement through the Closing Date, the Company shall not, without the Representatives’ prior written consent, directly or indirectly, sell, offer to sell, grant any option for the sale of, or otherwise dispose of, any Bonds, any security convertible into or exchangeable into or exercisable for Bonds or any debt securities substantially similar to the Bonds (except for the Bonds issued pursuant to this Agreement); and

(k) The Company represents and agrees that, unless it obtains the prior consent of the Representatives (such consent not to be unreasonably withheld), it has not made and will not make any offer relating to the Bonds that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a “free writing prospectus,” as defined in Rule 405 of the Securities Act Regulations, required to be filed with the Commission. The Company represents that it has

treated or agrees that it will treat each Permitted Free Writing Prospectus as an “issuer free writing prospectus,” as defined in Rule 433, and has complied and will comply with the requirements of Rule 433 applicable to any Permitted Free Writing Prospectus, including timely filing with the Commission where required, legending and record keeping in accordance with the Securities Act Regulations.

7. Conditions of Underwriters’ Obligations.

The obligations of the several Underwriters to purchase and pay for the Bonds on the Closing Date shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein at the date of this Agreement and the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) You shall have received a certificate, dated the Closing Date, of (1) an executive officer of the Company and (2) a principal financial or accounting officer or the controller of the Company, in which such officers, to the best of their knowledge after reasonable investigation, shall state that (i) the representations and warranties of the Company in this Agreement are true and correct in all material respects as of the Closing Date, (ii) the Company has complied in all material respects with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Date, (iii) no stop order suspending the effectiveness of the Registration Statement has been issued, and no proceedings for that purpose have been instituted or are pending by the Commission, and (iv) subsequent to the date of the latest financial statements in the General Disclosure Package and the Prospectus, there has been no material adverse change in the financial position or results of operations of the Company except as set forth or contemplated in the General Disclosure Package and the Prospectus.

(b) You shall have received from Ernst & Young LLP letters, dated the date of this Agreement and the Closing Date, confirming that Ernst & Young LLP is an independent registered public accounting firm with respect to the Company within the meaning of the Securities Act and the Securities Act Regulations, and that:

(i) in their opinion, the consolidated financial statements of the Company audited by them and included or incorporated by reference in the Registration Statement comply as to form in all material respects with the applicable accounting requirements of the Securities Act and the Exchange Act, and the related published rules and regulations thereunder;

(ii) they have read the minutes of the meetings of the Company’s Board of Directors and committees thereof as set forth in the

minute books at a specified date not more than five Business Days prior to the date of delivery of such letter;

(iii) they have, if applicable, performed the procedures specified by the PCAOB for a review of interim financial information as described in PCAOB AU 722, Interim Financial Information, on the unaudited condensed interim financial statements of the Company included or incorporated by reference in the Registration Statement and have read the unaudited interim financial data for the period from the date of the latest balance sheet included or incorporated by reference in the Registration Statement to the date of the latest available interim financial data; and

(iv) on the basis of the review referred to in clauses (ii) and (iii) above, a reading of the latest available interim financial statements of the Company, inquiries performed by them of certain officials of the Company who have responsibility for financial and accounting matters regarding the specific items for which representations are requested below and other specified procedures, nothing came to their attention that caused them to believe that:

(A) any material modifications should be made to the unaudited interim financial statements included or incorporated by reference in the Registration Statement for them to be in conformity with generally accepted accounting principles;

(B) the unaudited interim financial statements included or incorporated by reference in the Registration Statement do not comply as to form in all material respects with the applicable accounting requirements of the Securities Act, the Exchange Act and the related published rules and regulations thereunder;

(C) at the date of the latest available balance sheet of the Company read by such accountants, there was any change in the stockholders equity, common stock, treasury stock or preferred securities (with or without sinking fund requirements), or any increase in long-term debt, as compared with amounts shown on the latest consolidated balance sheet included or incorporated by reference in the Registration Statement, or, at the date of the latest available income statement of the Company read by such accountants, there was any change in the consolidated operating revenue, consolidated operating income or consolidated net income, as compared with amounts shown on the latest consolidated income statement included or incorporated by reference in the Registration Statement; or

(D) at a date not more than five Business Days prior to the date of this Agreement, there was any change in (i) the stockholders equity, common stock, treasury stock or preferred securities (with or without sinking fund requirements), or any increase in long-term debt, as compared with amounts shown on the latest consolidated balance sheet included or incorporated by reference in the Registration Statement or (ii) the consolidated operating revenue, consolidated operating income or consolidated net income, as compared with amounts shown on the latest consolidated income statement included or incorporated by reference in the Registration Statement; except in all cases for changes, increases or decreases that the Prospectus discloses have occurred or may occur or that are described in such letter; and

(v) they have read certain financial and statistical amounts included or incorporated by reference in the Registration Statement and the Prospectus, which amounts are set forth in such letter and agreed such amounts to the Company's accounting records which are subject to controls over financial reporting or which have been derived directly from such accounting records by analysis or computation and have found such amounts to be in agreement with such results, except as otherwise specified in such letter, and such other procedures as the Underwriters may request and Ernst & Young LLP is willing to perform and report upon.

(c) The Registration Statement shall have become effective and, on the Closing Date, no stop order suspending the effectiveness of the Registration Statement and/or any notice objecting to its use shall have been issued under the Securities Act or proceedings therefor initiated or threatened by the Commission, and any request on the part of the Commission for additional information shall have been complied with to the reasonable satisfaction of counsel to the Underwriters. A prospectus containing the Rule 430B Information shall have been filed with the Commission in the manner and within the time period required by Rule 424(b) without reliance on Rule 424(b)(8) (or a post-effective amendment providing such information shall have been filed and become effective in accordance with the requirements of Rule 430B). The Company shall have paid the required Commission filing fees relating to the Bonds within the time period required by Rule 456(b)(1)(i) of the Securities Act Regulations without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) of the Securities Act Regulations and, if applicable, shall have updated the "Calculation of Registration Fee" table in accordance with Rule 456(b)(1)(ii) either in a post-effective amendment to the Registration Statement or on the cover page of a prospectus filed pursuant to Rule 424(b).

(d) Subsequent to the execution of this Agreement, there shall not have occurred (i) any material adverse change not contemplated by the General Disclosure Package or the Prospectus (as it exists on the date hereof) in or affecting particularly the business or properties of the Company which, in your judgment, materially impairs the investment quality of the Bonds; (ii) any suspension or limitation of trading in securities generally on the New York Stock Exchange, or any setting of minimum prices for trading on such exchange, or any suspension of trading of any securities of the Company on any exchange or in the over-the-counter market; (iii) a general banking moratorium declared by federal or New York authorities or a material disruption in securities settlement, payment or clearance services in the United States; (iv) any outbreak or escalation of major hostilities in which the United States is involved, any declaration of war by Congress or any other substantial national or international calamity or emergency if, in your reasonable judgment, the effect of any such outbreak, escalation, declaration, calamity or emergency makes it impractical and inadvisable to proceed with completion of the sale of and payment for the Bonds and you shall have made a similar determination with respect to all other underwritings of debt securities of utility or energy companies in which you are participating and have a contractual right to make such a determination; or (v) any decrease in the ratings of the Bonds by Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc. or Moody's Investors Service, Inc. or any such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of the Bonds.

(e) At or before the Closing Date, the Kentucky Public Service Commission and any other regulatory authority whose consent or approval shall be required for the issue and sale of the Bonds by the Company shall have taken all requisite action, or all such requisite action shall be deemed in fact and law to have been taken, to authorize such issue and sale on the terms set forth in the Prospectus.

(f) You shall have received from Gerald A. Reynolds, General Counsel, Chief Compliance Officer and Corporate Secretary of the Company, or such other counsel for the Company as may be acceptable to you, an opinion in form and substance satisfactory to you, dated the Closing Date and addressed to you, as Representatives of the Underwriters, substantially to the effect that:

(i) The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the Commonwealth of Kentucky, with power and authority to own its properties and conduct its business as described in the General Disclosure Package and the Prospectus;

(ii) The Bonds have been duly authorized, executed and delivered by the Company and, assuming due authentication and delivery

by the Trustee in the manner provided for in the Indenture and delivery against payment therefor, are valid and legally binding obligations of the Company entitled to the benefits and security of the Indenture, enforceable against the Company in accordance with their terms (except to the extent limited by the Enforceability Exceptions);

(iii) The Indenture has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms (except to the extent limited by the Enforceability Exceptions);

(iv) The Company has good and sufficient title to the interest and estate of the Company in all real property which is or is to be specifically or generally described or referred to in the Indenture as being subject to the lien thereof, subject only to (A) the lien of the Indenture, (B) Permitted Liens (as defined in the Indenture), and (C) defects and irregularities in title and other Liens (as defined in the Indenture) that in each case are not prohibited by the Indenture and that, in the judgment of such counsel, do not individually or in the aggregate, impair the operation of the Company's business in any material respect;

(v) The descriptions of all such property contained or referred to in the Indenture are adequate for purposes of the lien purported to be created by the Indenture;

(vi) The Indenture constitutes a valid mortgage lien on and security interest in all property which is specifically or generally described or referred to therein as being subject to the lien thereof (other than such property as has been released from the Lien of the Indenture in accordance with the terms thereof), subject only to the Liens, defects and irregularities referred to in subparagraph (iv) above;

(vii) The Indenture by its terms will effectively subject to the lien thereof all property located in the Commonwealth of Kentucky acquired by the Company after the Closing Date of the character generally described or referred to in the Indenture as being subject to the lien thereof, subject to (A) defects and irregularities in title existing at the time of such acquisition, (B) Purchase Money Liens (as defined in the Indenture) and any other Liens placed or otherwise existing on such property at the time of such acquisition, (C) with respect to real property, Liens placed thereon following the acquisition thereof by the Company and prior to the recording and filing of a supplemental indenture or other instrument specifically describing such real property and (D) possible limitations arising out of laws relating to preferential transfers of property

during certain periods prior to commencement of bankruptcy, insolvency or similar proceedings and to limitations on liens on property acquired by a debtor after the commencement of any such proceedings, and possible claims and taxes of the federal government, and except as otherwise provided in Article Thirteen of the Indenture; it being understood that, if any property were to become subject to the lien of the Indenture by virtue of the “springing lien” provisions contained in the proviso at the end of the definition of “Excepted Property” in the granting clauses of the Indenture, the lien of the Indenture as to such property would be subject to any Liens existing on such property at the time such property became subject to the Lien of the Indenture;

(viii) The Indenture has been duly recorded or lodged for record as a mortgage of real estate, and any required filings with respect to personal property and fixtures subject to the lien of the Indenture have been duly made, in each place in which such recording and filing is required to protect, preserve and perfect the lien of the Indenture, and all taxes and recording and filing fees required to be paid with respect to the execution, recording or filing of the Indenture, the filing of financing statements and similar documents and the issuance of the Bonds have been paid.

(ix) The descriptions in the Registration Statement, the General Disclosure Package and the Prospectus of statutes, legal and governmental proceedings and contracts and other documents are accurate and fairly present the information required to be shown; and (1) such counsel does not know of any legal or governmental proceedings required to be described in the Registration Statement, the General Disclosure Package or the Prospectus which are not described, or of any contracts or documents of a character required to be described in the Registration Statement, the General Disclosure Package or the Prospectus or to be filed as exhibits to the Registration Statement which are not described and filed as required and (2) nothing has come to the attention of such counsel that would lead such counsel to believe either that the Registration Statement, at its effective date, contained any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or that the General Disclosure Package, as of the Applicable Time, or that the Prospectus, as supplemented, as of the date of this Agreement and as of the Closing Date, contained or contains any untrue statement of a material fact or omits or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; it being understood that such counsel need express no opinion as to the financial statements and other financial data contained

in the Registration Statement, the General Disclosure Package or the Prospectus;

(x) None of the execution and delivery of this Agreement, the Supplemental Indenture, the issue and sale of the Bonds, or the consummation of any of the transactions herein or therein contemplated, will (i) violate any law or any regulation, order, writ, injunction or decree of any court or governmental instrumentality known to such counsel to be applicable to the Company, (ii) breach or violate, or constitute a default under, the Company's amended and restated articles of incorporation or bylaws, or (iii) breach or violate, or constitute a default under, any material agreement or instrument known to such counsel to which the Company is a party or by which it is bound, except in the case of clauses (i) and (iii), for such violations, breaches or defaults that would not in the aggregate have a material adverse effect on the Company's ability to perform its obligations hereunder or thereunder;

(xi) This Agreement has been duly authorized, executed and delivered by the Company;

(xii) The Order of the Kentucky Public Service Commission, dated June 16, 2014, has been obtained and is in full force and effect and is sufficient to authorize the issuance and sale by the Company of the Bonds as contemplated by this Agreement, and no further consent, approval, authorization, order, registration or qualification of or with any federal, state or local governmental agency or body or any federal, state or local court is required to be obtained by the Company for the consummation of the transactions contemplated by this Agreement and the Indenture in connection with the offering, issuance and sale by the Company of the Bonds, or the performance by the Company of its obligations hereunder or thereunder, except (i) such as have been obtained or (ii) such as may be required under the blue sky laws of any jurisdiction; and

(xiii) Except as described in the Registration Statement, the General Disclosure Package and the Prospectus, and except where the failure to hold such is not reasonably expected to have a material adverse effect on the Company's operations, the Company holds all franchises, certificates of public convenience, licenses and permits (some of which expire at various dates and some of which are without time limit) necessary to carry on the utility business in which it is engaged.

In expressing any of the foregoing opinions (other than the opinions in paragraph (ix) above), the General Counsel, Chief Compliance Officer and Corporate Secretary (or such other counsel for the Company) may rely on opinions, dated the

Closing Date, of Pillsbury Winthrop Shaw Pittman LLP, Stoll Keenon Ogden PLLC, special Kentucky counsel to the Company, and/or Steptoe & Johnson LLP, and in the case of the opinions in paragraphs (iv) to (viii) above, General Counsel, Chief Compliance Officer and Corporate Secretary Counsel (or such other counsel as the case may be) shall rely, in part, on such opinions of Stoll Keenon Ogden PLLC and/or Steptoe & Johnson LLP. Copies of the opinions of Stoll Keenon Ogden PLLC and Steptoe & Johnson LLP shall be delivered to the Underwriters and the Underwriters and Counsel for the Underwriters shall be entitled to rely on such opinions.

(g) You shall have received from Pillsbury Winthrop Shaw Pittman LLP, special counsel to the Company, an opinion in form and substance satisfactory to you, dated the Closing Date and addressed to you, as Representatives of the Underwriters, substantially to the effect that:

(i) The Bonds have been duly authorized, executed and delivered by the Company and, assuming due authentication and delivery by the Trustee in the manner provided for in the Indenture and delivery against payment therefor, are valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms (except to the extent limited by the Enforceability Exceptions) and are entitled to the benefits and security of the Indenture;

(ii) The Indenture has been duly authorized, executed and delivered by the Company, has been qualified under the Trust Indenture Act and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms (except to the extent limited by the Enforceability Exceptions);

(iii) This Agreement has been duly authorized, executed and delivered by the Company;

(iv) (1) The Registration Statement has become effective under the Securities Act, and any preliminary prospectus included in the General Disclosure Package at the Applicable Time and the Prospectus were filed with the Commission pursuant to the subparagraph of Rule 424(b) specified in such opinion on the date or dates specified therein, and the Issuer General Use Free Writing Prospectus described in Schedule A attached hereto was filed with the Commission pursuant to Rule 433 on the date specified in such opinion; (2) to the best of the knowledge of such counsel after inquiry of the Company, no stop order suspending the effectiveness of the Registration Statement or any part thereof has been issued and no proceedings for that purpose have been instituted under the Securities Act; (3) the Registration Statement, as of its effective date, the Prospectus, as of the date of this Agreement, and any amendment or

supplement thereto, as of its date, appeared on their face to be appropriately responsive in all material respects to the requirements of the Securities Act and the Trust Indenture Act and the rules and regulations of the Commission thereunder; and (4) no facts have come to the attention of such counsel that cause such counsel to believe either that the Registration Statement, as of its effective date, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading; the General Disclosure Package, as of the Applicable Time, contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or that the Prospectus, as supplemented, as of the date of this Agreement and as it shall have been amended or supplemented, as of the Closing Date, contained or contains any untrue statement of a material fact or omits or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; it being understood that such counsel need express no opinion as to the financial statements and other financial or statistical data, or management's assessment of the effectiveness of the Company's internal controls, contained or incorporated by reference in the Registration Statement, the General Disclosure Package or the Prospectus;

(v) No consent, approval, authorization or other order of any public board or body of the United States or the State of New York (except for the registration of the Bonds under the Securities Act and the qualification of the Indenture under the Trust Indenture Act and other than in connection or compliance with the provisions of the securities or "blue sky" laws of any jurisdiction, as to which such counsel need express no opinion) is legally required for the authorization of the issuance of the Bonds in the manner contemplated herein and in the General Disclosure Package and the Prospectus;

(vi) The statements in the General Disclosure Package and the Prospectus under the caption "Description of the Bonds", insofar as they purport to constitute summaries of certain terms of the Indenture and the Bonds, constitute accurate summaries of such terms of such document and securities in all material respects; and

(vii) The Company is not an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

In rendering such opinion, Pillsbury Winthrop Shaw Pittman LLP may rely as to matters governed by Kentucky law upon the opinion of the General Counsel,

Chief Compliance Officer and Corporate Secretary of the Company or such other counsel referred to in Section 7(f).

(h) You shall have received from Sullivan & Cromwell LLP, counsel for the Underwriters, such opinion or opinions in form and substance satisfactory to you, dated the Closing Date, with respect to matters as you may require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters. In rendering such opinion or opinions, Sullivan & Cromwell LLP may rely, as to matters governed by Kentucky law, upon the opinion of the General Counsel, Chief Compliance Officer and Corporate Secretary of the Company referred to above or the opinion of any special counsel referred to above; and

(i) You shall have received from the Company a copy of the rating letters from Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc. and Moody's Investors Service, Inc. assigning ratings on the Bonds or other evidence reasonably satisfactory to the Representatives of such ratings.

The Company will furnish you as promptly as practicable after the Closing Date with such conformed copies of such opinions, certificates, letters and documents as you may reasonably request.

In case any such condition shall not have been satisfied, this Agreement may be terminated by you upon notice in writing or by telegram to the Company without liability or obligation on the part of the Company or any Underwriter, except as provided in Sections 6(e), 6(i), 9, 11 and 14 hereof.

8. Conditions of Company's Obligations.

The obligations of the Company to sell and deliver the Bonds on the Closing Date are subject to the following conditions:

(a) At the Closing Date, no stop order suspending the effectiveness of the Registration Statement shall be in effect or proceeding therefor shall have been instituted or, to the knowledge of the Company, shall be contemplated.

(b) At or before the Closing Date, the Kentucky Public Service Commission and any other regulatory authority whose consent or approval shall be required for the issue and sale of the Bonds by the Company shall have taken all requisite action, or all such requisite action shall be deemed in fact and law to have been taken, to authorize such issue and sale on the terms set forth in the Prospectus.

If any such conditions shall not have been satisfied, then the Company shall be entitled, by notice in writing or by telegram to you, to terminate this Agreement

without any liability or obligation on the part of the Company or any Underwriter, except as provided in Sections 6(e), 6(i), 9, 11 and 14 hereof.

9. Indemnification and Contribution.

(a) The Company agrees that it will indemnify and hold harmless each Underwriter and the officers, directors, partners, members, employees, agents and affiliates of each Underwriter and each person, if any, who controls any Underwriter within the meaning of Section 15 of the Securities Act (each “an indemnified party”), against any loss, expense, claim, damage or liability to which, jointly or severally, such Underwriter, indemnified party or such controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, expense, claim, damage or liability (or actions in respect thereof) arises out of or is based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, any Statutory Prospectus, any Issuer Free Writing Prospectus or the Prospectus, or any amendment or supplement to any thereof, or arises out of or is based upon the omission or alleged omission to state therein any material fact required to be stated therein or necessary to make the statements therein not misleading and, except as hereinafter in this Section 9 provided, the Company agrees to reimburse each indemnified party for any reasonable legal or other expenses as incurred by such indemnified party in connection with investigating or defending any such loss, expense, claim, damage or liability; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, expense, claim, damage or liability arises out of or is based on an untrue statement or alleged untrue statement or omission or alleged omission made in any such document in reliance upon, and in conformity with, written information furnished to the Company as set forth in Schedule B hereto by or through you on behalf of any Underwriter expressly for use in any such document or arises out of, or is based on, statements or omissions from the part of the Registration Statement which shall constitute the Statement of Eligibility under the Trust Indenture Act of the Trustee under the Indenture.

(b) Each Underwriter, severally and not jointly, agrees that it will indemnify and hold harmless the Company and its officers and directors, and each of them, and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act, against any loss, expense, claim, damage or liability to which it or they may become subject, under the Securities Act or otherwise, insofar as such loss, expense, claim, damage or liability (or actions in respect thereof) arises out of or is based on any untrue statement or alleged untrue statement of any material fact contained in the Statutory Prospectus, any Issuer Free Writing Prospectus or the Prospectus, or any amendment or supplement to any thereof, or arises out of or is based upon the omission or alleged omission to state therein any material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, and only to the extent, that such untrue statement or alleged untrue statement or omission or alleged

omission was made in any such documents in reliance upon, and in conformity with, written information furnished to the Company as set forth in Schedule B hereto by or through you on behalf of such Underwriter expressly for use in any such document; and, except as hereinafter in this Section 9 provided, each Underwriter, severally and not jointly, agrees to reimburse the Company and its officers and directors, and each of them, and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act, for any reasonable legal or other expenses incurred by it or them in connection with investigating or defending any such loss, expense, claim, damage or liability.

(c) Upon receipt of notice of the commencement of any action against an indemnified party, the indemnified party shall, with reasonable promptness, if a claim in respect thereof is to be made against an indemnifying party under its agreement contained in this Section 9, notify such indemnifying party in writing of the commencement thereof; but the omission so to notify an indemnifying party shall not relieve it from any liability which it may have to the indemnified party otherwise than under subsection (a) or (b) of this Section 9. In the case of any such notice to an indemnifying party, the indemnifying party shall be entitled to participate at its own expense in the defense, or if it so elects, to assume the defense, of any such action, but, if it elects to assume the defense, such defense shall be conducted by counsel chosen by it and satisfactory to the indemnified party and to any other indemnifying party that is a defendant in the suit. In the event that any indemnifying party elects to assume the defense of any such action and retain such counsel, the indemnified party shall bear the fees and expenses of any additional counsel retained by it unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the contrary; (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified party; (iii) the indemnified party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the indemnifying party; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and the representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them; provided, however, that in no event shall the indemnifying party be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from its own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall be liable in the event of any settlement of any such action effected without its consent. Each indemnified party agrees promptly to notify each indemnifying party of the commencement of any litigation or proceedings against it in connection with the issue and sale of the Bonds.

(d) If any Underwriter or person entitled to indemnification by the terms of subsection (a) of this Section 9 shall have given notice to the Company of

a claim in respect thereof pursuant to subsection (c) of this Section 9, and if such claim for indemnification is thereafter held by a court to be unavailable for any reason other than by reason of the terms of this Section 9 or if such claim is unavailable under controlling precedent, such Underwriter or person shall be entitled to contribution from the Company for liabilities and expenses, except to the extent that contribution is not permitted under Section 11(f) of the Securities Act. In determining the amount of contribution to which such Underwriter or person is entitled, there shall be considered the relative benefits received by such Underwriter or person and the Company from the offering of the Bonds that were the subject of the claim for indemnification (taking into account the portion of the proceeds of the offering realized by each), the Underwriter or person's relative knowledge and access to information concerning the matter with respect to which the claim was asserted, the opportunity to correct and prevent any statement or omission, and any other equitable considerations appropriate under the circumstances. The Company and the Underwriters agree that it would not be equitable if the amount of such contribution were determined by pro rata or per capita allocation (even if the Underwriters were treated as one entity for such purpose).

(e) No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 9 (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party and all liability arising out of such litigation, investigation, proceeding or claim, and (ii) does not include a statement as to or an admission of fault, culpability or the failure to act by or on behalf of any indemnified party.

(f) The indemnity and contribution provided for in this Section 9 and the representations and warranties of the Company and the several Underwriters set forth in this Agreement shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Underwriter or any person controlling any Underwriter or the Company or their respective directors or officers, (ii) the acceptance of any Bonds and payment therefor under this Agreement, and (iii) any termination of this Agreement.

10. Default of Underwriters.

If any Underwriter or Underwriters default in their obligations to purchase Bonds hereunder, the non-defaulting Underwriters may make arrangements satisfactory to the Company for the purchase of such Bonds by other persons, including any of the non-defaulting Underwriters, but if no such arrangements are made by the

Closing Date, the other Underwriters shall be obligated, severally in the proportion which their respective commitments hereunder bear to the total commitment of the non-defaulting Underwriters, to purchase the Bonds which such defaulting Underwriter or Underwriters agreed but failed to purchase. In the event that any Underwriter or Underwriters default in their obligations to purchase Bonds hereunder, the Company may by prompt written notice to non-defaulting Underwriters postpone the Closing Date for a period of not more than seven full Business Days in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus or in any other documents, and the Company will promptly file any amendments to the Registration Statement or supplements to the Prospectus which may thereby be made necessary. As used in this Agreement, the term "Underwriter" includes any person substituted for an Underwriter under this Section. Nothing herein will relieve an Underwriter from liability for its default.

11. Survival of Certain Representations and Obligations.

The respective indemnities, agreements, representations and warranties of the Company and of or on behalf of the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter or the Company or any of its officers or directors or any controlling person, and will survive delivery of and payment for the Bonds. If for any reason the purchase of the Bonds by the Underwriters is not consummated, the Company shall remain responsible for the expenses to be paid or reimbursed by it pursuant to Section 6, and the respective obligations of the Company and the Underwriters pursuant to Section 9 hereof shall remain in effect.

12. Notices.

The Company shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of each of the Underwriters if the same shall have been made or given by you jointly or by J.P. Morgan Securities LLC. All statements, requests, notices, consents and agreements hereunder shall be in writing, or by telegraph subsequently confirmed in writing, and, if to the Company, shall be sufficient in all respects if delivered or mailed to the Company at 220 West Main Street, Louisville, Kentucky 40202, Attention: Treasurer, and, if to you, shall be sufficient in all respects if delivered or mailed to you at the address set forth on the first page hereof (a copy of which shall be sent to J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179 (facsimile: (212) 834-6081), Attention: Investment Grade Syndicate Desk—3<sup>rd</sup> Floor; BNP Paribas Securities Corp., 787 Seventh Avenue, New York, New York 10019 (facsimile: (212) 841-2871), Attention: Syndicate Desk; Goldman, Sachs & Co., 200 West Street, New York, New York 10282-2198, Attention: Registration Department; and Mizuho Securities USA Inc., 320 Park Avenue 12<sup>th</sup> Floor, New York, New York 10022 (facsimile: (212) 205-7812), Attention: Debt Capital Markets Desk); provided, however, that any notice to an Underwriter pursuant to Section 9 hereof will

also be delivered or mailed to such Underwriter at the address, if any, of such Underwriter furnished to the Company in writing for the purpose of communications hereunder.

13. Parties in Interest.

This Agreement shall inure solely to the benefit of the Company and the Underwriters and, to the extent provided in Section 9 hereof, to any indemnified party or any person who controls any Underwriter, to the officers and directors of the Company, and to any person who controls the Company, and their respective successors. No other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Agreement. The term “successor” shall not include any assignee of an Underwriter (other than one who shall acquire all or substantially all of such Underwriter’s business and properties), nor shall it include any purchaser of Bonds from any Underwriter merely because of such purchase.

14. No Advisory or Fiduciary Relationship.

The Company acknowledges and agrees that (a) the purchase and sale of the Bonds pursuant to this Agreement, including the determination of the public offering price of the Bonds and any related discounts and commissions, is an arm’s-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand, (b) in connection with the offering contemplated hereby and the process leading to such transaction, each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company, or its stockholders, creditors, employees or any other party, (c) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) and no Underwriter has any obligation to the Company with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement, (d) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company, (e) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate and (f) the Company waives, to the fullest extent permitted by law, any claims it may have against the Underwriters for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that the Underwriters shall have no liability (whether direct or indirect) to the Company in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including its respective stockholders, creditors or employees.

15. Representation of Underwriters.

Any action under this Agreement taken by the Representatives will be binding upon all the Underwriters.

16. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

17. Effectiveness.

This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

18. Waiver of Jury Trial.

The Company and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

19. Headings.

The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

20. Applicable Law.

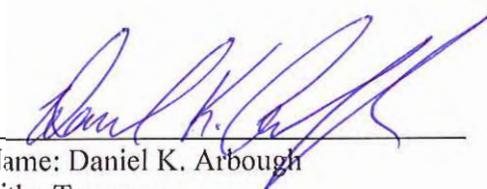
This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Please confirm that the foregoing correctly sets forth the agreement between us by signing in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement between the Company and the several Underwriters in accordance with its terms.

Yours very truly,

LOUISVILLE GAS AND ELECTRIC  
COMPANY

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

  
Name: Daniel K. Arbough  
Title: Treasurer



The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

J.P. MORGAN SECURITIES LLC

By: \_\_\_\_\_  
Name:  
Title:

BNP PARIBAS SECURITIES CORP.

By:   
Name: **JIM TURNER**  
Title: **Managing Director**  
**Head of Debt Capital Markets**

GOLDMAN, SACHS & CO.

By: \_\_\_\_\_  
Name:  
Title:

MIZUHO SECURITIES USA INC.

By: \_\_\_\_\_  
Name:  
Title:

Acting severally on behalf of themselves and as Representatives of the several Underwriters named in Section 3 hereof.

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

J.P. MORGAN SECURITIES LLC

By: \_\_\_\_\_  
Name:  
Title:

BNP PARIBAS SECURITIES CORP.

By: \_\_\_\_\_  
Name:  
Title:

GOLDMAN, SACHS & CO.

By: Adam Greene  
Name: Adam Greene  
Title: Vice President

MIZUHO SECURITIES USA INC.

By: \_\_\_\_\_  
Name:  
Title:

Acting severally on behalf of themselves and as Representatives of the several Underwriters named in Section 3 hereof.

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

J.P. MORGAN SECURITIES LLC

By: \_\_\_\_\_  
Name:  
Title:

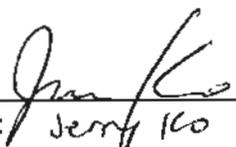
BNP PARIBAS SECURITIES CORP.

By: \_\_\_\_\_  
Name:  
Title:

GOLDMAN, SACHS & CO.

By: \_\_\_\_\_  
Name:  
Title:

MIZUHO SECURITIES USA INC.

By:  \_\_\_\_\_  
Name: Jerry Ko  
Title: Director

Acting severally on behalf of themselves and as Representatives of the several Underwriters named in Section 3 hereof.

SCHEDULE A

Issuer General Use Free Writing Prospectus

1. Final Terms and Conditions, dated September 21, 2015, for \$300,000,000 aggregate principal amount of First Mortgage Bonds, 3.300% Series due 2025 and \$250,000,000 aggregate principal amount of First Mortgage Bonds, 4.375% Series due 2045 filed with the Commission by the Company pursuant to Rule 433 under the Securities Act, a form of which is included herein as Annex I.

SCHEDULE B

Information Represented and Warranted by the Underwriters  
Pursuant to Section 2 of the Underwriting Agreement

1. The third paragraph under the caption “Underwriting” in the Prospectus related to the initial public offering price and selling concessions;
2. The second and third sentences of the fourth paragraph under the caption “Underwriting” in the Prospectus related to market making;
3. The fifth, sixth and seventh paragraphs under the caption “Underwriting” in the Prospectus related to short sales, stabilizing transactions and short covering transactions; and
4. The eleventh and twelfth paragraphs under the caption “Underwriting” in the Prospectus related to activities of the Underwriters.

Final Term Sheet

LOUISVILLE GAS AND ELECTRIC COMPANY  
\$300,000,000 FIRST MORTGAGE BONDS, 3.300% SERIES DUE 2025  
\$250,000,000 FIRST MORTGAGE BONDS, 4.375% SERIES DUE 2045

Issuer:	Louisville Gas and Electric Company	
Issuance Format:	SEC Registered	
Trade Date:	September 21, 2015	
Settlement Date:	September 28, 2015 (T+5)	
Joint Book-Running Managers:	J.P. Morgan Securities LLC BNP Paribas Securities Corp. Goldman, Sachs & Co. Mizuho Securities USA Inc.	
Co-Managers:	CIBC World Markets Corp. PNC Capital Markets LLC SunTrust Robinson Humphrey, Inc. U.S. Bancorp Investments, Inc.	
Title:	First Mortgage Bonds, 3.300% Series due 2025	First Mortgage Bonds, 4.375% Series due 2045
Principal Amount:	\$300,000,000	\$250,000,000
Stated Maturity Date:	October 1, 2025	October 1, 2045
Interest Payment Dates:	April 1 and October 1, commencing April 1, 2016	April 1 and October 1, commencing April 1, 2016
Annual Interest Rate:	3.300%	4.375%
Price to Public:	99.957%	99.917%
Benchmark Treasury:	2.000% due August 15, 2025	3.000% due May 15, 2045
Benchmark Treasury Yield:	2.205%	3.030%
Spread to Benchmark Treasury:	+110 basis points	+135 basis points
Yield to Maturity:	3.305%	4.380%
Optional Redemption:	Prior to July 1, 2025 (the "Par Call Date"), the bonds will be redeemable, in whole at any time or in part from time to time, at a redemption price equal to the greater of (i) 100% of the principal amount of the bonds being redeemed and (ii) the sum of the present values of the remaining scheduled	Prior to April 1, 2045 (the "Par Call Date"), the bonds will be redeemable, in whole at any time or in part from time to time, at a redemption price equal to the greater of (i) 100% of the principal amount of the bonds being redeemed and (ii) the sum of the present values of the remaining

payments of principal and interest on the bonds being redeemed that would be due if the Stated Maturity Date of such bonds were the Par Call Date (not including any portion of any payments of interest accrued to, but not including, the Redemption Date), discounted to the Redemption Date on a semi-annual basis at the Adjusted Treasury Rate, plus 20 basis points; plus, in either case, accrued and unpaid interest to the Redemption Date. On or after the Par Call Date, the bonds will be redeemable at a redemption price equal to 100% of the principal amount of the bonds being redeemed, plus accrued and unpaid interest to the Redemption Date.

CUSIP / ISIN: 546676AW7 / US546676AW72

scheduled payments of principal and interest on the bonds being redeemed that would be due if the Stated Maturity Date of such bonds were the Par Call Date (not including any portion of any payments of interest accrued to, but not including, the Redemption Date), discounted to the Redemption Date on a semi-annual basis at the Adjusted Treasury Rate, plus 25 basis points; plus, in either case, accrued and unpaid interest to the Redemption Date. On or after the Par Call Date, the bonds will be redeemable at a redemption price equal to 100% of the principal amount of the bonds being redeemed, plus accrued and unpaid interest to the Redemption Date.

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**Under Rule 15c6-1 under the Exchange Act, trades in the secondary market are required to settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Bonds prior to the settlement date will be required, by virtue of the fact that the Bonds initially will settle in T+5, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the Bonds who wish to trade the Bonds prior to the settlement date should consult their advisors.**

**The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at [www.sec.gov](http://www.sec.gov). Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling J.P. Morgan Securities LLC collect at (212) 834-4533; BNP Paribas Securities Corp. toll-free at (800) 854-5674; Goldman, Sachs & Co. toll-free at (866) 471-2526 or Mizuho Securities USA Inc. at (866) 271-7403.**

AGREEMENT ("Agreement") effective December 31, 2015 (the "Effective Date"), between Marsh USA Inc. ("Marsh"), and PPL Corporation ("you").

It is agreed as follows:

**1. Services.**

Marsh will act as your insurance broker and/or risk management consultant with respect to the lines of insurance listed in Section 2. Marsh shall provide to you the following services (the "Services"):

**Pre-Marketing Services**

- (a) Conduct an initial strategy discussion in advance of each placement;
- (b) Assist you in assessing your risks and in developing insurance specifications which Marsh will submit to insurers;
- (c) Recommend potential insurers;

**Marketing and Placement Services**

- (d) Solicit quotes from insurers that you select;
- (e) Negotiate on your behalf with insurers;
- (f) Assist you in evaluating the options received from insurers;
- (g) Use best efforts to place insurance for you, but only after you have authorized Marsh in writing to bind coverage for you;

**Services related to Marsh placements**

- (h) Deliver confirmation of coverage once it is placed;
- (i) Follow up with insurance carriers to obtain policies and/ or endorsements. Marsh may deliver your insurance policies and endorsements to you electronically;
- (j) Review policies and endorsements for conformity with agreed terms and coverages;
- (k) Provide coverage summaries;
- (l) At your request, issue certificates or memoranda of insurance and/or auto identification cards;
- (m) Review premium and exposure audits, rating adjustments, dividend calculations and loss data;
- (n) Provide you with invoices, except in the case of direct billing by insurers. Remit premiums to insurers and, where applicable, remit taxes and fees to the relevant authorities, following receipt thereof from you;
- (o) Monitor published financial information of your current insurers and alert you when one of those insurers falls below Marsh's minimum financial guidelines.

**Claims-Related Services**

- (p) Provide the following claims-related services:
  - Evaluate coverage applicability on all Marsh placed business
  - Assist you in the development of settlement strategies
  - Assist you with insurer negotiations
  - Assist you with litigation management issues that impact claim settlements
  - Excluding Workers Compensation, Primary Auto Liability / Physical Damage and non-complex Primary General Liability claims, prepare loss notices to insurers and notify insurers of claims; provided that your Marsh claims advocate is informed in writing by you of the claim, with details

of the claim, and Marsh has placed the applicable policies or the Marsh claims advocate has been provided written notice by you of the applicable carrier and policies.

Additionally, Marsh Risk Consulting ("MRC") will provide the services outlined in Appendix C attached hereto.

Marsh may utilize the services of intermediaries to place your insurance, subject to your approval.

Marsh will not serve as your insurance broker, but only as your risk consultant, with respect to placements with ineligible insurers. In those circumstances, Marsh's non-U.S. affiliates shall provide the brokerage Services.

Marsh may retain your information in paper or imaged format and may destroy paper copies if Marsh retains digital images thereof.

Marsh's service obligations to you are limited to those set forth above. Marsh can provide additional services at an additional cost. The cost and scope of additional services (see Appendix A) will be agreed in advance and reflected in an amendment to this Agreement or a separate agreement.

Marsh acknowledges that time is of the essence with respect to Marsh's obligations hereunder and that prompt and timely performance of all such Services is required.

Marsh represents and warrants that: (i) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and (ii) it is in compliance with, and shall perform the Services in compliance with, all applicable laws and regulations.

**2. Lines of Insurance.**

<b>Fee Coverage(s) / Effective Date</b>
Automobile/Motor (12/31/2015)
Umbrella & Excess Liability (12/31/2015)
Workers Compensation/Employers Liability (12/31/2015)
Special Risk – 3 year policy (12/31/2014-17)
Directors & Officers Liability (12/31/2015)
Employment Practices Liability (12/31/2015)
Employed Lawyers (12/31/2015)
Fiduciary Liability (12/31/2015)
Commercial Property (04/01/2016)
<b>Commission Coverage(s) / Effective Date</b>
Crime Insurance (12/31/2015)
Cyber Liability (08/30/2016)

**3. Compensation.**

Marsh shall be compensated for its Services as follows:

**Fee-Based Compensation**

Marsh will deliver its Services to you for the Fee Coverages for an annual fee of Six Hundred Eighty Thousand Dollars (\$680,000).

The annual fee shall be paid by you according to the allocation table in Appendix B attached hereto.

Marsh shall credit against the annual fee any retail commissions collected by it or its affiliates that apply to the Fee Coverages. If the retail commissions for a contract year exceed the annual fee, then Marsh will return any excess retail commissions to you unless such return is prohibited by anti-rebating laws. Marsh and its affiliates will not credit any wholesale commissions against the annual fee. In addition, any percentage of premium based insurer consulting compensation collected by Marsh or its affiliates will not be credited against the annual fee. Percentage of premium based insurer consulting compensation was formerly known as enhanced commissions.

Marsh shall be compensated for its Services related to placements of Fee Coverages through wholesale brokers by retail commissions at a rate up to five percent (5%) of gross premiums, which shall not be credited against the annual fee.

**Commission-Based Compensation**

Marsh shall be compensated for its Services for the Commission Coverages through commissions from insurers.

Prior to each placement by Marsh, Marsh shall disclose to you any commissions to be collected by Marsh or its affiliates, except when such affiliates are acting as an underwriting manager on behalf of insurers.

The form of Marsh's compensation, whether by commission, fee, or both, shall not affect Marsh's role as insurance broker or the scope of the Services to be provided by Marsh.

Marsh shall be compensated for its Services related to placements made through Marsh's Qualified Solutions Group (QSG) through retail commissions, which shall not be credited against the annual fee.

In the case of placements made by Marsh's non-U.S. affiliates on behalf of you or your non-U.S. subsidiaries, Marsh's non-U.S. affiliates shall receive commissions, which shall be in addition to and not be credited against the annual fee. Prior to each placement, Marsh shall disclose to you any such commissions to be collected by Marsh or its affiliates, except when such affiliates are acting as an Underwriting manager on behalf of insurers. In addition to making such disclosures to you, Marsh may make disclosures to your local operating management.

In addition, the Marsh operation listed below shall be entitled to receive commissions capped at the following rate, by line of coverage:

<u>Marsh Operation</u>	<u>Line of Coverage</u>	<u>Capped Commission Rate(%)</u>
Marsh Bermuda	Umbrella & Excess Liability	7.5%

These commissions shall be in addition to and not be credited against the annual fee.

If the commissions collected by the Marsh operations exceed the amounts listed above, then Marsh shall credit the excess against the annual fee.

Marsh shall disclose to you these commissions prior to placements.

Any commissions collected by Marsh or its affiliates shall be considered fully earned at the time of placement. If you terminate a policy before it expires, Marsh will retain the commission it has collected except that, if Marsh places the replacement policy, Marsh will return any unearned commission.

If you ask Marsh to access non-U.S. markets not anticipated at the Effective Date, you agree to negotiate in good faith the additional costs of Services relating to those placements.

If there is a significant change in your operations or risks that materially affects the nature and scope of your insurance program and/or service needs, both parties agree to renegotiate Marsh's compensation in good faith.

**4. Term and Termination.**

The term of this Agreement is one (1) year starting on the Effective Date and may be extended in writing.

Either party may terminate this Agreement upon ninety (90) days' prior written notice. If Marsh terminates this Agreement, Marsh's compensation will be adjusted pro-rata to reflect the duration of the Agreement. If you terminate this Agreement, Marsh's commission compensation will be deemed fully earned, and Marsh's fee compensation will be deemed earned as follows: sixty percent (60%) at the commencement of the current contract year; seventy five percent (75%) after four months of the current contract year; and one hundred percent 100% after seven (7) months of the current contract year.

The obligation of Marsh and its affiliates (including its UK affiliates) to provide Services to you will cease upon the effective date of termination, unless otherwise agreed in writing. Marsh will, at no additional cost, assist you in arranging a smooth transition process, subject to receipt by Marsh of all amounts due to Marsh from you, pursuant to this Section 4.

**5. Taxes and Fees.**

Marsh may place insurance for you that 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. You agree to pay such taxes and fees. Marsh will remit any taxes and fees that it collects from you to the appropriate authorities.

**6. Your Responsibilities.**

You shall be solely responsible for the accuracy and completeness of all information that you furnish to Marsh and/or insurers, and you shall sign any required

application for insurance. Marsh shall not be responsible for verifying the accuracy or completeness of any information that you provide, and Marsh shall be entitled to rely on that information. Marsh shall have no liability for any errors, deficiencies or omissions in any Services provided to you, including the placement of insurance on your behalf, that are based on inaccurate or incomplete information provided to Marsh. You understand 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.

You agree that all decisions regarding the amount, type or terms of coverage shall be your ultimate responsibility. While Marsh may provide advice and recommendations, you must decide the specific coverage that is appropriate for your particular circumstances and financial position.

You will review all policy documents provided to you by Marsh.

#### **7. Other Revenue.**

If Marsh assists you with obtaining premium financing, Marsh may receive compensation from the finance company that provides the premium financing. Marsh shall provide to you information relating to Marsh's and its affiliates' arrangements with and interests in the premium finance companies to be considered by you and the compensation that Marsh and its affiliates would receive from these companies for your placements.

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers between the time Marsh receives these payments from you and the time Marsh remits these payments to the insurers, where permitted by applicable law.

#### **8. Indemnity.**

Marsh shall defend, indemnify and hold harmless you and your subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") from and against any and all third party losses, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs (collectively, "Losses"), arising out of or related to the Services or Marsh's gross negligence, willful misconduct or material breach of this Agreement.

#### **9. Disclaimers: Limitation of Liability.**

Marsh does not speak for any insurer, is not bound to utilize any particular insurer and is not authorized to make binding commitments on behalf of any insurer, except under special circumstances which Marsh shall endeavor to make known to you. Marsh shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Marsh does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to you. Marsh will not take any action to replace your insurers unless you instruct Marsh to do so. Marsh's service obligations to you are solely contractual in nature. You acknowledge that, in performing services, Marsh and its affiliates are not acting as a fiduciary for you, except to the extent required by applicable law, and

do not have a fiduciary or other enhanced duty to you. Any reports or advice provided by Marsh should not be relied upon as accounting, legal, regulatory or tax advice. In all instances, Marsh recommends that you seek your own advice on such matters from professional accounting, legal, regulatory and tax advisors.

Marsh will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented by another broker, or any acts or omissions occurring prior to Marsh's engagement.

In no event shall either party to this Agreement be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to the subject matter of this Agreement.

Any loss control services and/or surveys performed by Marsh under this Agreement are advisory in nature. Such services are limited in scope and do not constitute a safety inspection as provided by a safety engineering service. Marsh does not claim to find or include every loss potential, hazard, statutory or code violation or violation of good practice. All surveys and reports are based upon conditions observed and information supplied by you. Marsh does not expressly or impliedly guarantee or warrant in any way the safety of any site or operation or that you or any of your sites or operations is in compliance with federal, state or local laws, codes statutes, ordinances or recommendations.

Marsh may provide to you information and services related to insurance regulatory and insurance tax issues relating to your insurance program. Any reports or advice provided by Marsh will be based on publicly available information and Marsh's experience as an insurance broker and risk consultant in dealing with such matters for other clients and should not be relied upon as accounting, regulatory or tax advice. In all instances, Marsh recommends that you seek your own advice on accounting, regulatory and tax matters from professional legal and tax advisers.

Marsh may provide you with modeling and/or business analytics services, including Loss Projection Model (LPM), Workers' Compensation Performance Assessment (WCPA), IDEAL, Risk Bearing Capacity and risk tolerance analysis (RBC), benchmarking and industry risk mapping ("Modeling and Analytics"). Modeling and Analytics services will be based upon a number of assumptions, conditions and factors. If any of them or any information provided to Marsh are inaccurate or incomplete or should change, the Modeling and Analytics provided by Marsh could be materially affected. These services are subject to inherent uncertainty, and actual results may differ materially from that projected by Marsh. They are provided solely for your benefit, and do not constitute, and are not intended to be a substitute for, actuarial, accounting or legal advice. Marsh shall have no liability to any third party in connection with these services or to you with regard to any services performed or provided by a third party. Except to your insurers in connection with the placement of coverage by Marsh, you shall not share any of Marsh's Modeling and Analytics work product with a third party without Marsh's prior written consent.

**10. Confidentiality.**

You may provide Marsh with your non-public, confidential or proprietary information, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information") in connection with this Agreement. Marsh will not disclose to any third party or use any Confidential Information except in furtherance of insurance brokerage, risk consulting, risk financing, risk transfer, employees benefits or other insurance-related services provided by Marsh to you. Marsh may release to insurers and other financial institutions Confidential Information relevant to the underwriting and/or evaluation of your risks and the processing of your claims, provided that the insurers and financial institutions are informed by Marsh of the confidential nature of the information. Marsh will take all steps reasonably required to maintain the confidentiality of Confidential Information in its possession. Marsh's transmission of Confidential Information via electronic data transmission networks that provide for the security of users' data will be deemed consistent with Marsh's obligations unless doing so is contrary to your express instructions.

Confidential Information does not include information: (i) that at the time obtained by Marsh is in the public domain; (ii) that after such time becomes part of the public domain through no fault of Marsh; (iii) that was or is developed independently by Marsh or received by Marsh from a third party which Marsh had no reason to believe had a confidentiality obligation to you with respect to the information; (iv) that is required to be disclosed by law, including pursuant to a subpoena or similar document; provided Marsh will, to the extent practical, inform you of the disclosure requirement in order to permit you to seek a protective order, and, if a protective order is not issued, Marsh will disclose only the Confidential Information that Marsh is advised by its counsel must be disclosed by law; or (v) following two years after disclosure of the information to Marsh.

If requested by you at any time, Marsh will return to you all documents in Marsh's possession that contain Confidential Information. Marsh may retain copies of documents that may contain Confidential Information in accordance with Marsh's standard record retention policy or as required by applicable law.

It is understood and agreed that money damages would not be a sufficient remedy for any breach of these confidentiality provisions and you will be entitled to injunctive relief as a remedy for any breach, without prejudice to any other rights or remedies available to you under applicable law.

**11. Miscellaneous.**

The laws of the State of New York govern this Agreement, without regard to choice of law principles. This Agreement may only be amended by mutual written agreement.

Each party, on behalf of itself and its affiliates, to the fullest extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement or any services provided by Marsh or its affiliates. The waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. Each party, on behalf of itself and its affiliates, also agrees not to include any employee, officer or director of the other party or its affiliates as a party in any such action or proceeding.

Any litigation or other proceedings arising from or relating to this Agreement or any services provided by Marsh or its affiliates to you or your affiliates shall be brought in the state or federal courts located in the State of New York, County of New York, United States of America, and the parties consent to the jurisdiction of such courts in connection therewith.

It is the intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.

The parties are of equal commercial sophistication and have negotiated this Agreement at arms' length. Each party is entering into this Agreement voluntarily, has read and understands all its provisions and has had the opportunity to seek and to obtain the advice of counsel on its rights and responsibilities under, and the terms and conditions of, this Agreement.

This Agreement and its written amendments and appendices constitute the entire understanding between Marsh and you, and supersede all other agreements or understandings, related to its subject matter.

Neither party will have any liability for any failure or delay in performing because of a force majeure event.

***[Signature Page Follows]***

Marsh USA Inc.

By: James W Loesner  
James W Loesner  
Senior Vice President

Date: 8/16/16

Accepted and agreed:

PPL Corporation

By: Stacy Frey  
Stacy Frey  
Corporate Risk & Insurance

Date: 16 AUG 2016

**Appendix A - Additional Services**

Additional Services are available for separate compensation and shall be agreed upon in advance and addressed by amendment to this agreement or by separate agreement (in certain cases with affiliates of Marsh). Such additional services include, but are not limited to:

- Actuarial analysis of Workers' Compensation, General Liability, and Automobile Liability claims, or other lines of insurance;
- Consulting relating to workers' compensation cost containment, including behavioral risk management, absence management, cumulative injury management, lean ergonomics, financial diagnostics, claims inventory workout, vendor selection, return-to-work, PastPerformer diagnostics, managed care, claim audits and custom cost containment solutions;
- Business interruption and other claim valuation services offered by Marsh's Forensic Accounting practice;
- Environmental risk consulting services;
- Specialty consulting, including business continuity management, supply chain risk management, strategic risk assessments, and other MRC specialty practices;
- Specialized/customized property risk consulting solutions, including business interruption, boiler and machinery specialized consulting, loss estimate studies, emergency response management solutions, fire protection engineering services, and property risk site evaluation and assessment services;
- Claims services other than those specified under Section 1, if any, including claims management services, claims reporting as to lines of coverage or claims not included under Section 1, and property and casualty catastrophic claim response;
- Mass tort claims consulting and insurance archaeology research;
- Risk Financing Optimization (RFO), Catastrophic (CAT) Modeling and Enterprise Risk Management (ERM), including Dynamic Risk Mapping, services;
- Services in connection with loss portfolio transfers and alternative risk financing, including placements made in connection with such services;
- Captive insurance company feasibility studies;
- Establishment and administration of captive insurers;
- Placement of non-recurring insurance, including, but not limited to:
  - "one-time" placements for construction projects,
  - "one-time" placements for marine/cargo risks,
  - "one-time" placements for surety,
  - Placements for specific financial risks, such as trade credit,
  - Placements involving significant quantitative or actuarial analysis or modeling,
  - Placement of risks with financial institutions other than insurance carriers, and
  - Placements of risks not customarily accepted by insurers;
- Provision of the following services:
  - Identification and assessment, in general terms, of potential insurance regulatory and insurance tax issues relating to your insurance program;
  - Recommendations concerning insurers in light of such regulatory and tax issues;
  - Obtaining from your current and proposed insurers their views regarding potential insurance regulatory and insurance tax issues relating to your insurance, and the collection and settlement of local premium taxes and claims payment;
  - Review of and commentary on your internal premium allocation methodology in light of insurance regulatory and tax issues;
  - Recommendations regarding a premium allocation model, taking into account factors relevant to your operations and in light of specific insurance regulatory and tax issues;
  - Recommendations concerning modifications to your insurance program in light of the insurance regulations of the countries in which your insurable risks are located;
  - Review of your past insurance arrangements for specified periods with respect to insurance regulatory and premium-related tax issues;
  - Information regarding premium-related taxes payable by you in the countries in which you have operations;
  - Where a captive is involved in your insurance program, information and advice regarding the insurance regulatory and premium-related tax issues impacting on the captive;
- Employee benefits services;
- Pension plan consulting;
- Compensation consulting;
- Executive deferred compensation services;
- Risk management claims information systems, including Marsh ClearSight LLC software programs, and related services;
- Strategic Risk Assessment;

- Provision of Marsh personnel on an out-sourced basis;
- Security Consulting;
- Insurance-related mergers and acquisition due diligence services and transactional solutions;
- Placement and servicing of owner controlled insurance programs; and
- Interactive on-line client services.

Appendix B - Fee-Based Compensation

Fee Coverage(s)	Fee Amount	Payment Date
Special Risk Directors & Officers Liability Fiduciary Liability Employed Lawyers	Two Hundred Eighty Thousand Dollars (\$280,000)	December 31, 2015
Automobile/Motor Workers Compensation Employers Liability	One Hundred Thousand Dollars (\$100,000)	December 31, 2015
Umbrella/Excess Liability	One Hundred Thousand Dollars (\$100,000)	December 31, 2015
Commercial Property	Two Hundred Thousand Dollars (\$200,000)	April 1, 2016

**Appendix C – Property Risk Consulting Services**

Marsh Risk Consulting (“MRC”) will provide the following Property Risk Consulting (“PRC”) services from April 1, 2016 to March 31, 2017.

**PRC Machinery Services**

The scope of our services will be focused on the following facilities:

- PPL Corp (TIV>\$50M) - 8 locations

PPL Elec Utilities-Service/Blgs Allentown General Office	Allentown
Juniata 230/69KV Sub/Switchstation, Juniata Sub/Switch Station 230/69KV & Juniata Substation 500/230KV	New Bloomfield
Sunbury 66/132/230/500KV Sub & 230KV Switch Station-1/4 mile East of Routes 11/15 & Runyan Road along Route 54067	Selinsgrove
PPL Elec Utilities-Service/Blgs Lehigh Division Service Center	Allentown
Alburtis Substation 500KV Substation/220KV Switchyard	Macungie
PPL Elec Utilities-Service/Blgs System Facilities Center Tools	Hazleton
PPL Elec Utilities-Services/Bldgs Scranton Service Center & Suburban Yard #2 Sub	Scranton
South Akron Substation 230/138/69KV	Ephrata

- LKE (TIV >\$50M) - 9 locations

Mill Creek Station and Substation	Louisville
Trimble County Generating Station & Substation	Bedford
E.W.Brown Power Station, Transmission Substation, Combustion Turbine Units 5,6,7,8,9,10 & 11 and Dix Dam & Control Center	Harrodsburg
Green River Power Station and Transmission Substation	Central City
Ohio Falls Station	Louisville
Broadway Office Complex	Louisville
Paddy's Run Station	Louisville
Transmission Control & Data Center	Simpsonville
Magnolia Compressor Station	Magnolia

Other facilities may be included on an as needed basis and mutually agreed upon by client and Marsh.

Our activity will include the following services:

**Machinery Risk Technical Support**

- Partner and participate in 2016 FMG engineering meeting to strategize and prioritize recommendations. Client advocacy for corporate goals and objectives, risk factors and cost benefit analysis for carrier recommendations and improvement plans.
- Client support through the FMG account engineer transition. Provide assistance with My Risk Property Risk Quality Summary that includes:
  - Understanding property risk management goals and objectives
  - Highlight of risk quality
  - Prioritize identified key risk improvements
  - Input for client’s responses (completed and planned)
- Assist to analyze risk data highlighting key risk factors. Advocate risk and/or asset manager’s position for mitigation plans based on the best return on investment.
- Provide client with expertise on various technology risk issues in the power generation field related to owned assets, including carrier concerns with new technology or emerging machinery hazards.
- Review carrier inspection reports and answer questions, offer best advice and suggestions for carrier audit results.

**Insurance Placement Support**

- Support client's risk engineering position for best position for renewal terms and conditions.
- Attend a renewal meeting at Marsh or Client's location for Insurance Placement support and/or advocacy support for Loss Control support services. Attendance may be in person or teleconference based on need and available schedule.
- Participate in pre-marketing services that may include one of more of the following:
  - Participate in strategy meeting in advance of placement.
  - Assist in assessing property schedule and risk factors to aid in developing insurance program for property risks.

**Deliverables**

1. Document advocacy support and risk management guidance on the technical validity of carrier recommendations, risk factor ratings and provide alternative methods to reduce the risks where applicable.
2. Provide technical information and support resulting from local facility inquiries, requests from risk management, and issues resulting from recommendations and information developed as part of the carrier machinery loss control program.
3. Support client Risk Management and Risk Engineering functions. Collaborate to discuss carrier's unresolved issues for any complex equipment and property hazards. Review identified critical exposures and advise on mitigation planning using strategic analysis of my risk data.
4. Assist with My Risk data to create management reports summarizing risk factors, as needed.
5. Respond to all client requests with correspondence by email or requested teleconferences.

This service plan does not include:

- Attending FMG loss control visits to client facilities. Only with prior approval based on need of local management, assume client advocacy role and attend plant inspections with carriers including exit conferences for consulting analysis and input on engineering risks.
- Additional specialty property consultations. The Property Risk Consulting also has access to various computer models to aid in determining the damage potential from various natural hazards, such as flood, earthquake and wind storm. Also input for utility system or fire protection design reviews and presentations to insurance markets.

Optional service scope can be expanded into this service plan. Standard consulting fees and travel expenses will apply with mutual approval of the client and Marsh client service team.

**Fee**

Above services are included in the overall brokerage fee, including all anticipated time and travel expenses.

**LG&E and KU Services Company  
CONTRACT #66872**

This Contract is entered into, effective as of January 1, 2013 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 Assured NL Insurance Services Inc. dba Risk Management Services Company (hereinafter referred to as "Contractor"), whose address is 2211 River Road, Louisville, Kentucky 40206.

The parties hereto agree as follows:

**1.0 GENERAL**

Contractor shall provide the following: *Risk Management Services* as more specifically described in Articles 2.0, 4.0, 5.0, and 7.0 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 SCOPE OF WORK**

Services to be performed by Contractor for the Company shall include, but not be limited to, the services described in this Article 2.0 of this Agreement.

Contractor shall serve as the outsourced risk manager for Company. This involves assessing the risks Company faces and recommending appropriate risk management solutions, coordinating closely with the claims administration service provider, and working with brokers and the Company on implementation of recommended solutions. Contractor shall be required to frequently interact with operating personnel to review proposed contracts and participate in meetings with Company representatives and brokers. The Contractor shall also be responsible for ensuring compliance with all regulatory requirements and providing regularly scheduled status reports to the Company in face-to-face meetings. At the Company's request, Contractor will also negotiate all property insurance claims with insurer on behalf of the Company. The services shall include, but not be limited to:

**A. 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.

**B. 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.
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.

**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. This Contract will also have two, one (1) year extension options available should both parties agree in writing, to execute. Company makes no promise or guarantee as to the amount of Work to be

LG&E and KU Services Company  
Contract No. 66872

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.

#### 5.0 PERFORMANCE

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.

5.2 In the event a claim is filed against Company, Contractor shall ensure the following standards are met regarding management of all claims:

5.2.1 Contractor shall coordinate with the Company's claims administrator to ensure that all losses are reported to insurance carriers according to prescribed reporting guidelines

5.3 Contractor shall ensure the following occurs for Services related to Treasury and Accounting:

5.3.1 Contractor shall represent Company in claim settlement discussions with property insurers as directed by Company

5.3.2 Contractor shall conduct negotiations with property insurers until a final settlement value is determined. The Company Operating Department will be advised of the settlement value by Contractor and Company approval is required prior to final disposition.

5.3.3 Contractor shall coordinate filings with regulatory agencies regarding the self-insured programs of Company's parent Company.

5.4 Contractor shall ensure the following occurs for Services related to Loss Prevention and Loss Management:

5.4.1 Contractor shall review insurance recommendations with Company and its parent company, and assist in the development of a response to each recommendation.

5.4.2 Contractor shall participate in the investigation of losses by insurers.

#### 6.0 COMPENSATION

The compensation paid to Contractor for the Services rendered as described in this Agreement shall be \$239,300.00 annually. 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. Any travel outside the continental United States will be reimbursed by the Company.

- 6.1 Contractor shall submit to Company an original invoice for the Company containing the Agreement Number 66872 and shall be sent as follows:

Attn: Treasurer  
10<sup>th</sup> 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 reports:
- 7.1.1 A bi-weekly Status Report provided to the Company's Treasurer
  - 7.1.2 Provide Company with a schedule of insurance policies in place with basic information about policy coverage and update as required
  - 7.1.3 Provide Company with a CD at least quarterly containing copies of all insurance policies in place
  - 7.1.4 Provide input to Company corporate financial planning group in preparation of the quarterly corporate risk report
  - 7.1.5 Assist in the preparation of annual budgets for insurance premiums and O&M budgets for the risk management activities

8.0 CONTRACTUAL NOTICES

See the Article entitled "Notices" in the Standard Terms for provisions governing contractual notices.

- 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](mailto:sherrie.whitaker@lge-ku.com)

- 8.2 Contractor's address: Assured NL Insurance Service Inc. dba Risk Management  
Services Company  
Attn: Jeff Rausch  
2211 River Road  
Louisville, Kentucky 40206

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: W. K. Mc

TITLE: Manager, Contract Performance

DATE: 10-04-2012

Assured NL Insurance Services Inc. dba Risk Management Services Company

BY: Charles J. Panch

TITLE: Sr. Vice President

DATE: 10-8-12

**LG&E and KU Services Company**

**Contract No. 66872**

**Amendment No. 1**

**THIS AMENDMENT IS** entered into, effective as of January 1, 2013, by and between LG&E and KU Services Company (formerly known as E.ON U.S. Services Inc.) and Affiliates (collectively hereinafter referred to as "Company"), whose address is: 220 West Main Street, Louisville, Kentucky 40202 and Assured NL Insurance Services Inc. dba Risk Management Services Company (hereinafter referred to as "Contractor"), whose address is 2211 River Road, Louisville, Kentucky 40206. 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 SCOPE OF WORK**

Article 2.0 shall be replaced in its entirety with the following:

Services to be performed by Contractor for the Company shall include, but not be limited to, the services described in this Article 2.0 of this Agreement.

2.1 Contractor shall serve as the outsourced risk manager for Company. This involves assessing the risks Company faces and recommending appropriate risk management solutions, coordinating closely with the claims administration service provider, and working with brokers and the Company on implementation of recommended solutions. Contractor shall be required to frequently interact with operating personnel to review proposed contracts and participate in meetings with Company representatives and brokers. The Contractor shall also be responsible for ensuring compliance with all regulatory requirements and providing regularly scheduled status reports to the Company in face-to-face meetings. At the Company's request, Contractor will also negotiate all property insurance claims with insurer on behalf of the Company. The services shall include, but not be limited to:

**A. 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.

**B. 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.
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.

2.1 Contractor shall provide industrial hygiene monitoring (primarily noise surveys & dosimetry, air monitoring, ventilation studies, and indoor air quality studies) for Company employees in power generation stations, gas compressor stations, office buildings, and at outdoor locations throughout the Commonwealth of Kentucky, the southwestern region of the Commonwealth of Virginia, and the southern region of the State of Indiana as directed by Company's Corporate Health & Safety Department. Contractor shall provide written reports for each monitoring event in a format that is acceptable to Company's Corporate Health & Safety Department and can be provided to employees. Contractor shall provide at least quarterly, status reports regarding the monies charged to Company for these services. Any equipment rental or laboratory analyses fees associated with the requested monitoring will be reimbursed to the vendor and must be included in the status reports. Vendor is expected to have/be able to obtain air monitoring equipment and noise survey/dosimetry equipment that will meet OSHA standards.

## 1.2 COMPENSATION

Article 6.0 shall be replaced in its entirety with the following:

6.0 The compensation paid to Contractor for Risk Management Services rendered as described in this Agreement shall be \$239,300.00 annually. Compensation for Hygiene Monitoring/Testing shall be \$30,000 (including travel expenses) annually. Payments will be made quarterly in advance for Risk Management Services and Hygiene Monitoring/Testing. 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. Any travel outside the continental United States will be reimbursed by the Company.

6.1 Contractor shall submit to Company an original invoice for the Company containing the Agreement Number 66872 and shall be sent as follows:

Attn: Treasurer  
10<sup>th</sup> Floor  
LG&E and KU Services Inc.  
220 West Main  
Louisville, KY 40202

## 2.0 STATUS OF CONTRACT

This contract shall remain effective as is amended through December 31, 2013.

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.

Scott

LG&E and KU Services Company

Contract No. 66872

Amendment No. 1

**LG&E AND KU SERVICES COMPANY**

**Assured NL Insurance Services Inc. dba Risk  
Management Services Company**

By \_\_\_\_\_  
William Woodard

By Charles J. Ramek

Title Manager, Corporate Supply Chain

Title Senior Vice President

Date \_\_\_\_\_

Date 10-30-12

LG&E and KU Services Company  
Contract No. 66872  
Amendment No. 2

**LG&E and KU Services Company  
Contract No. 66872  
Amendment No. 2**

THIS AMENDMENT IS entered into, effective as of January 1, 2014, by and between LG&E and KU Services Company (formerly known as E.ON U.S. Services Inc.) and Affiliates (collectively hereinafter referred to as "Company"), whose address is: 220 West Main Street, Louisville, Kentucky 40202 and Assured NL Insurance Services Inc. dba Risk Management Services Company (hereinafter referred to as "Contractor"), whose address is 2211 River Road, Louisville, Kentucky 40206. 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

Assured NL Insurance Services Inc. dba  
Risk Management Services Company

By 

By \_\_\_\_\_

Title Manager, Corporate Purchasing

Title \_\_\_\_\_

Date 11.04.2013

Date \_\_\_\_\_

**LG&E and KU Services Company  
Contract No. 66872  
Amendment No. 3**

**THIS AMENDMENT IS** entered into, effective as of January 1, 2015, by and between LG&E and KU Services Company (hereinafter referred to as "Company"), whose address is: 220 West Main Street, Louisville, Kentucky 40202 and Assured NL Insurance Services Inc. dba Risk Management Services Company (hereinafter referred to as "Contractor"), whose address is 2211 River Road, Louisville, Kentucky 40206. 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, 2015.

**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

Assured NL Insurance Services Inc. dba  
Risk Management Services Company

By *Antonio Z. Merin*  
*DOA FOR WILLIAM WOODARD*

By *Charles J. V. Kaurish*

Title Manager, Corporate Purchasing

Title Senior Vice President

Date 9.10.2014

Date 9-12-14

**LG&E and KU Services Company  
Contract No. 66872  
Amendment No. 4**

**THIS AMENDMENT IS** entered into, effective as of July 30, 2015, by and between LG&E and KU Services Company (hereinafter referred to as "Company"), whose address is: 220 West Main Street, Louisville, Kentucky 40202 and Assured NL Insurance Services Inc. dba Risk Management Services Company (hereinafter referred to as "Contractor"), whose address is 2211 River Road, Louisville, Kentucky 40206. 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, 2016.

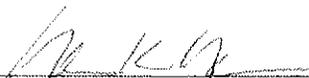
**2.0 STATUS OF CONTRACT**

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

Assured NL Insurance Services Inc. dba  
Risk Management Services Company

By 

By 

Title Manager, Corporate Purchasing

Title Senior Vice President

Date 7.31.2015

Date 8-3-15

**LG&E and KU Services Company  
Contract No. 66872  
Amendment No. 5**

**THIS AMENDMENT IS** entered into, effective as of August 15, 2016, by and between LG&E and KU Services Company (hereinafter referred to as "Company"), whose address is: 220 West Main Street, Louisville, Kentucky 40202 and Assured NL Insurance Services Inc. dba Risk Management Services Company (hereinafter referred to as "Contractor"), whose address is 2211 River Road, Louisville, Kentucky 40206. 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, 2017.

**1.2 COMPENSATION**

Article 6.0 shall be replaced with the following:

Compensation paid to Contractor for Risk Management Services rendered shall be \$246,500 annually and \$30,900 annually for Hygiene Monitoring/Testing (including travel expenses). 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. Any travel outside the Continental United States will be reimbursed by the Company.

**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**

By  \_\_\_\_\_

Title Manager, Corporate Purchasing \_\_\_\_\_

Date 8/18/16 \_\_\_\_\_

**Assured NL Insurance Services Inc. dba  
Risk Management Services Company**

By  \_\_\_\_\_

Title Sr. Vice President \_\_\_\_\_

Date 8-18-16 \_\_\_\_\_

LG&E and KU Services Company  
Contract No. 67644

**LG&E and KU Services Company  
Contract No. 67644**

This Contract is entered into, effective as of January 1, 2013 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 Underwriters Safety and Claims, Inc. (hereinafter referred to as "Contractor"), whose address is 1700 Eastpoint Parkway, Louisville, Kentucky 40223.

The parties hereto agree as follows:

**1.0 GENERAL**

Contractor shall provide the following: *Claims Administration Services* as more specifically described in Articles 2.0, 3.0, 4.0, 5.0, and 7.0 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 SCOPE OF WORK**

Contractor shall perform Claims Administration Services. Contractor shall administer all workers' compensation, auto liability, general liability, and third-party damage recovery claims. The Contractor will pay all claims costs from a segregated account of the Contractor, which the Company will fund initially and replenish as needed upon request with relevant support provided by the Contractor. With regard to the third-party damage recovery claims, Contractor shall investigate the claim, gather information from Company personnel on the cost of the claim, invoice the responsible party and initiate initial collection efforts if not paid.

**3.0 TERM**

This Contract shall become effective January 1, 2013 and continue until December 31, 2015, subject to the Article entitled "Termination at Company's Option" set forth in the attached Standard Terms. This Contract will also have two, one (1) year extension options available should both parties agree in writing, to execute. 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") dated July 31, 2012 and agreed to by Contractor and Contractor Code of Conduct that are attached hereto are hereby incorporated by reference herein and are thereby 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.

**5.0 PERFORMANCE**

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.

5.2 In the event a claim is filed against Company, Contractor shall ensure the following standards are met regarding management of all claims:

5.2.1 Contractor shall make Claimant contact within 24 hours of receipt of report

5.2.2 Contractor shall make and complete a preliminary investigation within 14 days.

**ORIGINAL**

LG&E and KU Services Company  
Contract No. 67644

- 5.2.3 Contractor shall make and complete a comprehensive investigation within 30 days.
- 5.2.4 Contractor shall, at no time act unilaterally with regards to settlement negotiations. All settlement authority must be obtained from the Company on a per-claim basis. The Company Operating Department will be advised of the Contractor's opinion of settlement value. The Contractor shall conduct negotiations with insurers, claimants, and claimants' representatives within settlement authority extended by the Company. Upon reaching settlement agreement, Contractor shall notify Company of the final settlement terms.
- 5.2.5 Contractor shall coordinate with the Company's risk manager to ensure relevant claims are reported to insurance carriers according to prescribed reporting guidelines.
- 5.2.6 Contractor shall ensure that all workers' compensation claims are reported within the required time frame to all required government agencies.
- 5.3 Contractor shall ensure the following occurs for Services related to Treasury and Accounting:
- 5.3.1 Contractor shall represent Company in claim settlement discussions with insurers as directed by Company
- 5.3.2 Contractor shall send monthly and/or bi-weekly escrow reconciliation for replenishment and will send this reconciliation to the Company's Treasurer with documentation of payment authorization for each disbursement.
- 5.3.3 Contractor shall coordinate filings with regulatory agencies regarding the self-insured programs of Company's parent Company.
- 5.3.4 Contractor shall query claims to determine Medicare eligibility and comply with all reporting requirements pursuant to section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

## 6.0 COMPENSATION

The compensation paid to Contractor for the Services (other than workers compensation claims processing) rendered as described in this Agreement and Exhibit A shall be \$370,000.00 per year for years one and two, and \$381,100.00 for year three. Payments will be made quarterly in advance of each quarter and paid not later than the last day of the month that precedes the quarter for which payment is due. 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. Any travel outside the continental United States will be reimbursed by the Company.

For Workers' Compensation Claims the fixed fee structure shown in Attachment A will be used for compensation. Payments will be due quarterly in arrears for Workers Compensation Claims.

- 6.1 Contractor shall submit to Company an original invoice for the Company containing the Agreement Number 67644 and shall be sent as follows:

Attn: Treasurer  
10<sup>th</sup> Floor  
LG&E and KU Services Company  
220 West Main  
Louisville, KY 40202

**ORIGINAL**

LG&B and KU Services Company  
Contract No. 67644

**7.0 SPECIFIC REPORTING REQUIREMENTS**

- 7.1 Contractor shall maintain accurate records and shall supply Company with, but not limited to, the following reports:
  - 7.1.1 A BI-Weekly Status Report provided to Treasury
  - 7.1.2 Provide Company with a monthly claims report listing claims paid during the month, new claims received and the outstanding reserves for open claims
- 7.2 Contractor will meet with Company's Legal Department representative as requested to review Workers' Compensation Claims, and Auto and General Liability Claims.
- 7.3 Contractor shall provide Company access to its claims system to allow authorized individuals ability to review claim information. "Authorized individuals" as used herein means only employees of Company. It is further agreed that Company shall not provide, or assist in providing, access to Contractor's claims system or TPA Services website to any other person, corporation or organization.
- 7.4 Contractor shall attend quarterly meetings organized by Company's Supply Chain Support along with Company representatives to provide status updates and discuss unresolved issues or concerns.

**8.0 CONTRACTUAL NOTICES**

See the Article entitled "Notices" in the Standard Terms for provisions governing contractual notices.

- 8.1 Company's address: LG&B and KU Services Company  
Attn: Treasurer  
220 W. Main St.  
Louisville, Kentucky 40202

And

LG&B and KU Services Company  
Attn: Sherrie Whitaker, Sourcing Leader  
Corporate Purchasing  
820 W Broadway  
Louisville, Kentucky 40202  
sherrie.whitaker@ige-ku.com

- 8.2 Contractor's address: Underwriters Safety & Claims, Inc.  
Attn: Greg Sisson, Assistant Vice President  
1700 Eastpoint Parkway  
Louisville, Kentucky 40223  
gregs@USCKY.com

**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.

**ORIGINAL**

LG&E and KU Services Company  
Contract No. 67644

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: Antonio Z. Neri DOA  
TITLE: Manager, Corporate Purchasing  
DATE: 10.19.2012

Underwriters Safety & Claims, Inc.

BY: Greg Sisson  
TITLE: Assistant Vice President  
DATE: 10/17/2012

ORIGINAL

LG&E and KU Services Company  
Contract No. 67644

### Contractor Code of Business Conduct

This LG&E and KU Services Company (a Kentucky corporation) 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 LG&E and KU Services Company and/or one of its affiliates Kentucky Utilities Company, and Louisville Gas and Electric Company (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 actor 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's property or any site where Contractor is performing activity for or on behalf of Company. Further, Contractor shall

**ORIGINAL**

LG&E and KU Services Company  
Contract No. 67644

not permit the use of racial and religious slurs, or any other conduct that breeds an offensive work environment, on Company's 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.

ORIGINAL

LG&B and KU Services Company  
Contract No. 67644

**EXHIBIT A****PRICING**

Pricing is for a three (3) year contract. The annual fee includes travel and related expenses for travel anywhere in the continental United States on behalf of Company (claim site investigations, claims meetings, meetings with insurance carriers, attending insurance carrier conferences, parent and subsidiary meetings, etc.).

<b>Workers' Compensation Claim Fees</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Indemnity Claim Adjusting -- cost/claim	<u>\$725</u>	<u>\$725</u>	<u>\$750</u>
Med Only Claim Adjusting -- cost/claim	<u>\$120</u>	<u>\$120</u>	<u>\$125</u>
Medical Bill Fee Adjusting	\$5/bill + 28% of savings below fee schedule		
Tail Period	12 months from the date the Contractor creates each claim		
Open Tail Claims, Annual Fee	\$350 each per open indemnity claim		
<b>Liability Claim Fees and Subrogation Activities (fixed rate)</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	<u>\$370,000</u>	<u>\$370,000</u>	<u>\$381,100</u>

**Transfer Fee, if any**

\$2,500 one-time data conversion fee from the prior service company's system in US&C's system.

**Allocated Expenses**

US&C will pay all Allocated Claim Expenses from the Claims Fund Account. Allocated Claim Expenses are all expenses incurred in connection with the investigation, adjustment, settlement or defense of Company claims. Allocated Claim Expenses includes, but is not limited to, those charges incurred for:

- (a) Attorneys and experts;
- (b) Court costs, depositions, court reporter and related expenses;
- (c) Independent medical examinations of claimants;
- (d) Surveillance and private investigation;
- (e) Index Bureau (ISO) and Office of Foreign Assets Control (OFAC);
- (f) Medicare set-aside allocations and related expenses
- (g) Medical records, personnel records and other similar documents.

**ORIGINAL**

LG&E and KU Services Company  
Amendment No. 1 Contract No. 67644

**LG&E and KU Services Company  
Contract No. 67644  
Amendment No. 1**

THIS AMENDMENT IS entered into, effective as of April 1, 2015, by and between LG&E and KU Services Company (hereinafter referred to as "Company"), whose address is: 220 West Main Street, Louisville, Kentucky 40202 and Underwriters Safety and Claims, Inc. (hereinafter referred to as "Contractor"), whose address is 1700 Eastpoint Parkway, Louisville, Kentucky 40223. 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 COMPENSATION**

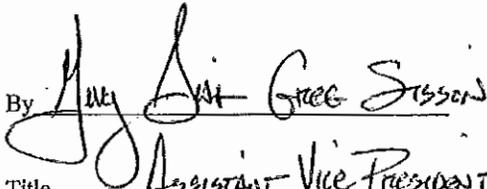
Exhibit A shall be deleted in its entirety and replaced with the Revised Exhibit A incorporated herein by reference and attached hereto, effective April 1, 2015.

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**

**UNDERWRITERS SAFETY AND CLAIMS INC.**

By   
William Woodard

By   
Assistant Vice President

Title Manager, Corporate Supply Chain

Title Assistant Vice President

Date 3.26.2015

Date March 26, 2015

502-489-6289

65

**REVISED EXHIBIT A****PRICING**

Pricing is for a three (3) year contract. The annual fee includes travel and related expenses for travel anywhere in the continental United States on behalf of Company (claim site investigations, claims meetings, meetings with insurance carriers, attending insurance carrier conferences, parent and subsidiary meetings, etc.).

<b>Workers' Compensation Claim Fees</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Indemnity Claim Adjusting – cost/claim	<u>\$725</u>	<u>\$725</u>	<u>\$750</u>
Med Only Claim Adjusting – cost/claim	<u>\$120</u>	<u>\$120</u>	<u>\$125</u>
Medical Bill Fee Adjusting	\$5/bill + 28% of savings below fee schedule		
Tail Period	12 months from the date the Contractor creates each claim		
Open Tail Claims, Annual Fee	\$350 each per open indemnity claim		

**BHN Access24 Nurse Triage Service**

Telephonic new loss intake 24 hours a day (days, nights and weekends). Nurse contacts (employee, supervisor, provider, adjuster) on medical-only and lost-time claims. Precertification of treatment and Rx review through Maximum Medical Improvement status (MMI) Ongoing telephonic case management of each file thru MMI.

**BHN Access24 Fees apply through MMI\***

\$125 – first aid only. Includes a follow-up call to the employee to confirm resolution  
 \$300 – no –lost-time claims, management of modified duty and medical treatment.  
 \$750 – lost time claims, coordination to modified duty, medical treatment and follow up.

\*Field case management is also available whenever needed, as well as telephonic case management post MMI status, at current hourly rates, which are \$80/\$50 respectively.

<b>Liability Claim Fees and Subrogation Activities (fixed rate)</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
	<u>\$370,000</u>	<u>\$370,000</u>	<u>\$381,100</u>

Transfer Fee, if any

CS

\$2,500 one-time data conversion fee from the prior service company's system in US&C's system.

**Allocated Expenses**

US&C will pay all Allocated Claim Expenses from the Claims Fund Account. Allocated Claim Expenses are all expenses incurred in connection with the investigation, adjustment, settlement or defense of Company claims. Allocated Claim Expenses includes, but is not limited to, those charges incurred for:

- (a) Attorneys and experts;
- (b) Court costs, depositions, court reporter and related expenses;
- (c) Independent medical examinations of claimants;
- (d) Surveillance and private investigation;
- (e) Index Bureau (ISO) and Office of Foreign Assets Control (OFAC);
- (f) Medicare set-aside allocations and related expenses
- (g) Medical records, personnel records and other similar documents.

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**LG&E and KU Services Company  
Contract No. 67644  
Amendment No. 2**

**THIS AMENDMENT IS** entered into, effective as of May 1, 2015, by and between LG&E and KU Services Company (hereinafter referred to as "Company"), whose address is: 220 West Main Street, Louisville, Kentucky 40202 and Underwriters Safety and Claims, Inc. (hereinafter referred to as "Contractor"), whose address is 1700 Eastpoint Parkway, Louisville, Kentucky 40223. 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 TERMS**

Article 3.0 of the Contract heretofore entered into by the parties, dated effective January 1, 2013 is hereby revised and extended through to December 31, 2016.

**1.2 COMPENSATION**

Exhibit A shall be deleted in its entirety and replaced with the Revised Exhibit A incorporated herein by reference and attached hereto, effective May 1, 2015.

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**

**UNDERWRITERS SAFETY AND CLAIMS INC.**

By \_\_\_\_\_  
William Woodard

Title Manager, Corporate Supply Chain

Date \_\_\_\_\_

By Greg Jensen  
Assistant VP

Date 4/24/2015

502-489-6289

**REVISED EXHIBIT A****PRICING**

Pricing is for a three (3) year contract. The annual fee includes travel and related expenses for travel anywhere in the continental United States on behalf of Company (claim site investigations, claims meetings, meetings with insurance carriers, attending insurance carrier conferences, parent and subsidiary meetings, etc.).

<b>Workers' Compensation Claim Fees</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Indemnity Claim Adjusting – cost/claim	<u>\$725</u>	<u>\$725</u>	<u>\$750</u>	<u>\$750</u>
Med Only Claim Adjusting – cost/claim	<u>\$120</u>	<u>\$120</u>	<u>\$125</u>	<u>\$125</u>
Medical Bill Fee Adjusting	\$5/bill + 28% of savings below fee schedule			
Tail Period	12 months from the date the Contractor creates each claim			
Open Tail Claims, Annual Fee	\$350 each per open indemnity claim			

**BHN Access24 Nurse Triage Service**

Telephonic new loss intake 24 hours a day (days, nights and weekends). Nurse contacts (employee, supervisor, provider, adjuster) on medical-only and lost-time claims. Precertification of treatment and Rx review through Maximum Medical Improvement status (MMI) Ongoing telephonic case management of each file thru MMI.

**BHN Access24 Fees apply through MMI\***

\$125 – first aid only. Includes a follow-up call to the employee to confirm resolution  
 \$300 – no –lost-time claims, management of modified duty and medical treatment.  
 \$750 – lost time claims, coordination to modified duty, medical treatment and follow up.

\*Field case management is also available whenever needed, as well as telephonic case management post MMI status, at current hourly rates, which are \$80/\$50 respectively.

<b>Liability Claim Fees and Subrogation Activities (fixed rate)</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
	<u>\$370,000</u>	<u>\$370,000</u>	<u>\$381,100</u>	<u>\$381,100</u>

**Transfer Fee, if any**

\$2,500 one-time data conversion fee from the prior service company's system in US&C's system.

**Allocated Expenses**

US&C will pay all Allocated Claim Expenses from the Claims Fund Account. Allocated Claim Expenses are all expenses incurred in connection with the investigation, adjustment, settlement or defense of Company claims. Allocated Claim Expenses includes, but is not limited to, those charges incurred for:

- (a) Attorneys and experts;
- (b) Court costs, depositions, court reporter and related expenses;
- (c) Independent medical examinations of claimants;
- (d) Surveillance and private investigation;
- (e) Index Bureau (ISO) and Office of Foreign Assets Control (OFAC);
- (f) Medicare set-aside allocations and related expenses
- (g) Medical records, personnel records and other similar documents.

LG&E and KU Services Company  
Amendment No. 3 Contract No. 67644

**LG&E and KU Services Company  
Contract No. 67644  
Amendment No. 3**

**THIS AMENDMENT IS** entered into, effective as of October 15, 2015, by and between LG&E and KU Services Company (hereinafter referred to as "Company"), whose address is: 220 West Main Street, Louisville, Kentucky 40202 and Underwriters Safety and Claims, Inc. (hereinafter referred to as "Contractor"), whose address is 1700 Eastpoint Parkway, Louisville, Kentucky 40223. 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 COMPENSATION**

The Revised Exhibit A is amended to remove BHN Access24 Nurse Triage Service. The amended Revised Exhibit A is effective October 15, 2015.

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**

**UNDERWRITERS SAFETY AND CLAIMS INC.**

By William Woodard  
William Woodard

By Greg Sisson  
Assistant VP

Title Manager, Corporate Supply Chain

Title Assistant VP

Date 10.15.2015

Date 10/15/2015  
502-489-6289

LG&E and KU Services Company  
Amendment No. 3 Contract No. 67644

**REVISED EXHIBIT A (Amended)****PRICING**

Pricing is for a three (3) year contract with the option to extend two (2) additional one (1) year terms. The annual fee includes travel and related expenses for travel anywhere in the continental United States on behalf of Company (claim site investigations, claims meetings, meetings with insurance carriers, attending insurance carrier conferences, parent and subsidiary meetings, etc.).

<b>Workers' Compensation Claim Fees</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Indemnity Claim Adjusting – cost/claim	<u>\$725</u>	<u>\$725</u>	<u>\$750</u>	<u>\$750</u>
Med Only Claim Adjusting – cost/claim	<u>\$120</u>	<u>\$120</u>	<u>\$125</u>	<u>\$125</u>
Medical Bill Fee Adjusting	\$5/bill + 28% of savings below fee schedule			
Tail Period	12 months from the date the Contractor creates each claim			
Open Tail Claims, Annual Fee	\$350 each per open indemnity claim			
<b>Liability Claim Fees and Subrogation Activities (fixed rate)</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
	<u>\$370,000</u>	<u>\$370,000</u>	<u>\$381,100</u>	<u>\$381,100</u>

**Transfer Fee, if any**

\$2,500 one-time data conversion fee from the prior service company's system in US&C's system.

**Allocated Expenses**

US&C will pay all Allocated Claim Expenses from the Claims Fund Account. Allocated Claim Expenses are all expenses incurred in connection with the investigation, adjustment, settlement or defense of Company claims. Allocated Claim Expenses includes, but is not limited to, those charges incurred for:

- (a) Attorneys and experts;
- (b) Court costs, depositions, court reporter and related expenses;
- (c) Independent medical examinations of claimants;
- (d) Surveillance and private investigation;
- (e) Index Bureau (ISO) and Office of Foreign Assets Control (OFAC);
- (f) Medicare set-aside allocations and related expenses
- (g) Medical records, personnel records and other similar documents.

LG&E and KU Services Company  
Contract No. 67644  
Amendment No. 4

THIS AMENDMENT IS entered into, effective as of August 10, 2016, by and between LG&E and KU Services Company (hereinafter referred to as "Company"), whose address is: 220 West Main Street, Louisville, Kentucky 40202 and Underwriters Safety and Claims, Inc. (hereinafter referred to as "Contractor"), whose address is 1700 Eastpoint Parkway, Louisville, Kentucky 40223. 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 TERMS

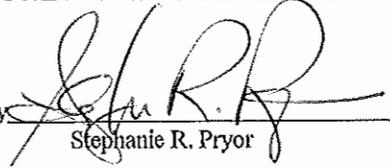
Article 3.0 of the Contract heretofore entered into by the parties, dated effective January 1, 2013 is hereby revised and extended through to December 31, 2017.

1.2 COMPENSATION

Exhibit A is revised to add the 2017 pricing. This Revised Exhibit A shall replace the Revised Exhibit A effective October 15, 2015.

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   
Stephanie R. Pryor

Title Manager, Corporate Supply Chain

Date 8/18/16

UNDERWRITERS SAFETY AND CLAIMS INC.

By   
Title Vice President

Date 8/15/2016

**REVISED EXHIBIT A****PRICING**

Pricing is for a three (3) year contract with the option to extend two (2) additional one (1) year terms. The annual fee includes travel and related expenses for travel anywhere in the continental United States on behalf of Company (claim site investigations, claims meetings, meetings with insurance carriers, attending insurance carrier conferences, parent and subsidiary meetings, etc.).

Workers' Compensation Claim Fees	2013	2014	2015	2016	2017
Indemnity Claim Adjusting – cost/claim	<u>\$725</u>	<u>\$725</u>	<u>\$750</u>	<u>\$750</u>	<u>\$772.50</u>
Med Only Claim Adjusting – cost/claim	<u>\$120</u>	<u>\$120</u>	<u>\$125</u>	<u>\$125</u>	<u>\$128.75</u>
Medical Bill Fee Adjusting	\$5/bill + 28% of savings below fee schedule				
Tail Period	12 months from the date the Contractor creates each claim				
Open Tail Claims, Annual Fee	\$350 each per open indemnity claim				

Liability Claim Fees and Subrogation Activities (fixed rate)	2013	2014	2015	2016	2017
	<u>\$370,000</u>	<u>\$370,000</u>	<u>\$381,100</u>	<u>\$381,100</u>	<u>\$392,533</u>

**Transfer Fee, if any**

\$2,500 one-time data conversion fee from the prior service company's system in US&C's system.

**Allocated Expenses**

US&C will pay all Allocated Claim Expenses from the Claims Fund Account. Allocated Claim Expenses are all expenses incurred in connection with the investigation, adjustment, settlement or defense of Company claims. Allocated Claim Expenses includes, but is not limited to, those charges incurred for:

- (a) Attorneys and experts;
- (b) Court costs, depositions, court reporter and related expenses;
- (c) Independent medical examinations of claimants;
- (d) Surveillance and private investigation;
- (e) Index Bureau (ISO) and Office of Foreign Assets Control (OFAC);
- (f) Medicare set-aside allocations and related expenses
- (g) Medical records, personnel records and other similar documents.

**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 7<sup>th</sup> Avenue, South, Birmingham, Alabama 35202.

The parties hereto agree as follows:

1.0 GENERAL

Contractor shall provide the following: **Brokerage Services** as more specifically described in Articles 2.0, 3.0 and 4.0 hereof (hereinafter referred to as the "Work") and Company shall compensate the Contractor for the Work, under all the terms and conditions hereof.

2.0 BUSINESS OBJECTIVE AND SCOPE OF SERVICE REQUIREMENTS

Company desires to obtain brokerage services to perform the following services subject to the terms and conditions set below.

2.1 Provide brokerage services to Company for the following lines of insurance and subsequent renewals as agreed:

2.1.1. Excess Workers Compensation Program

2.1.2. Gas Storage Policy

2.1.3. River Marine Policy

This includes Hull and Machinery as well as liability and excess liability coverage

2.1.4. FCD (non-regulated subsidiary of Company) General Liability Policy

2.1.5. FCD Pollution Legal Liability Policy

2.1.6. Pollution Legal Liability Policy (including excess layers) if coverage is purchased in November 2012 upon expiration of current policy

2.1.7. Umbrella Liability Policy for Energy Conservation Associates (Project Warm), an unaffiliated entity

2.2 Provide assistance as required by Company in identifying and assessing Company's exposures to insurable loss whether such exposures are to be insured or self-insured

2.3 Assist Company in developing the information relevant to the purchase and maintenance of the insurance program

2.4 Formally present coverage submissions to appropriate insurers and negotiate on Company's behalf with insurers and keep Company informed of significant developments. Broker shall be authorized for purposes of this Agreement to represent and assist Company in all discussions and transactions with all insurers, provided that Broker shall not place any insurance on behalf of Company unless so authorized by Company.

**ORIGINAL**

- 2.5 Assist with documentation and other steps to obtain commitments for and implement Company's insurance program upon Company's instructions. Company understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage.
- 2.6 Follow up with insurance carriers for timely issuance of policies and endorsements
- 2.7 Review policies and endorsements for accuracy and conformity to specification and negotiated coverage and request correcting endorsements when necessary.
- 2.8 Provide coverage summaries for all coverage's and updates on changes to existing coverage's
- 2.9 In certain cases, placements which Broker makes on Company's behalf may require the payment of insurance premium taxes (including U.S. federal excise taxes), sales taxes, use taxes, surplus or excess lines and similar taxes and/or fees to federal, state, or foreign regulators, boards or associations. Any such taxes and fees will be identified by Broker on invoices covering these placements. Taxes and fees collected by Broker will be promptly remitted by Broker to the appropriate authorities or insurers.
- 2.10 Utilize the services of other intermediaries to assist in the marketing of Company's insurances (including brokers in the London and other markets), when in Broker's professional judgment those services are necessary or appropriate. Such intermediaries' may be affiliates of Broker or not related to Broker. Contractor reserves the right to engage business partners and service providers owned by, or under the control of Contractor or BB&T Corporation in connection with the execution of the agreement. Use of these business partners and service providers, including but not limited to CRC, Prime Rate and BB&T Assurance, could result in the accrual of additional income to BB&T Corporation.
- 2.11 Provide a periodic update of significant changes and/or trends in the insurance marketplace and provide Company with an annual forecast of market conditions/capacities including new products and risk management concepts.
- 2.12 Following placement, deliver renewal binders prior to the expiration of Company's current policies
- 2.13 Process or facilitate the processing of certificates of insurance, as requested by Company
- 2.14 Negotiate and process any interim additions, deletions, and amendments to policies upon Company's instructions
- 2.15 Review audits, rating adjustments, dividend calculation and loss data of the risk carriers. Broker will not, however, be responsible for the solvency of any carrier or its ability or willingness to pay claims, return premiums or other financial obligations
- 2.16 Review accounting and billing data from carriers to ensure accuracy and provide Company with detailed invoices, except in the case of direct billing by insurers. Premiums collected by Broker will be promptly remitted by Broker to the insurers. Broker confirms being authorized to collect any premiums on behalf of insurers and shall provide evidence of its power for collection as requested by FERC.
- 2.17 Assist Company with claims reporting
- 2.18 Provide claims services and consult with Company regarding specific claims

**ORIGINAL**

- 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.

**ORIGINAL**

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  
10<sup>th</sup> Floor  
LG&E and KU Services Inc.  
220 West Main  
Louisville, KY 40202

7.0 SPECIFIC REPORTING REQUIREMENTS

7.1 Contractor shall maintain accurate records and shall supply Company with, but not limited to, the following:

- 7.1.1 Provide account review on an annual basis to review the past year and develop a strategy for the upcoming year.

8.0 CONTRACTUAL NOTICES

See the Article entitled "Notices" in the Standard Terms for provisions governing contractual notices.

ORIGINAL

8.1 Company's address: LG&E and KU Services Company  
Attn: Treasurer  
220 W. Main St.  
Louisville, Kentucky 40202

And

LG&E and KU Services Company  
Attn: Sherrie Whitaker, Sourcing Leader  
Corporate Purchasing  
820 W Broadway  
Louisville, Kentucky 40202  
sherrie.whitaker@lge-ku.com

8.2 Contractor's address: McGriff, Seibels & Williams, Inc.  
2211 7<sup>th</sup> 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. Wince  
TITLE: Manager, Corporate Purchasing  
DATE: 10-04-2012

McGRIFF, SEIBELS & WILLIAMS, INC

BY: [Signature]  
TITLE: SVP  
DATE: 10-2-12

ORIGINAL

**EXHIBIT A**  
**BROKERAGE SERVICES**

**A. Risk Management**

Recommend and implement chosen risk management and financing techniques and provide ongoing monitoring of the results and effectiveness of the risk management program. This will include:

1. *Risk Analysis* – perform a thorough study of all operations to identify and examine all exposures to loss and provide specific recommendations for the management of these risks.
2. *Risk Transfer* – identify alternative risk financing mechanisms and evaluate appropriate situations in which they apply.
3. *Risk Assumption* – review and recommend a loss assumption program that is integrated with the insurance program.

**B. Insurance Marketing and Review**

1. Prepare uniform underwriting submissions on insurance coverages and submit them to insurers.
2. Review underwriting proposals and make recommendations regarding placement of insurance coverage and execute the placement of coverage.
3. Provide comparative analysis of all risk management/insurance proposals prior to renewal, including analysis of comparative cost, services, contracts and any other pertinent issues.
4. Coordinate the direct placement and premium negotiations of insurance coverages, as directed.
5. Provide administrative oversight to insurance program, including but not limited to monitoring policy renewals.

**C. Loss Prevention and Control**

1. Review, recommend and assist in the implementation of safety programs, loss prevention engineering programs loss control procedures and claim reporting.

**D. Other Duties**

1. Prepare in advance for insurance company audits of payroll, receipts, vehicles and other exposure bases, and the review of final work papers and audits conducted by the insurer.
2. Verify interim and final calculations under retrospectively rated insurance policies to assure the accuracy and proper application of loss, rating and expense factors.
3. Conduct risk management due diligence survey(s) for mergers and acquisitions, as directed.

**ORIGINAL**

4. Establish and monitor the internal procedures for accepting certificates from other insurers and the issuance of certificates of insurance.
5. Review and evaluate insurance coverage by others participating in projects and operations.

**E. Account Stewardship**

1. On a scheduled basis, meet with the Company Treasurer to review all activities performed and the status of projects. Significant activities for the upcoming quarter should be reviewed as well as any other business concerns.
2. Participation in an account review to be held annually. This review will focus on all the activities relating to risk and insurance management that were performed during the prior contract year. The review will also focus on determining and agreeing upon the account management strategy for the upcoming contract year.

**F. Current Coverages**

Currently, the following coverages are in place:

1. Excess Worker's Compensation Program
2. Gas Storage Policy
3. River Marine Policy (including Hull and Machinery as well as liability and excess liability coverage).
4. FCD General Liability Policy
5. FCD Pollution Legal Liability Policy
6. Pollution Legal Liability Policy (including excess layers), if renewed in November 2012.
7. Umbrella Liability Policy for Energy Conservation Associates (Project Warm), an unaffiliated entity

**ORIGINAL**

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 7<sup>th</sup> 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.

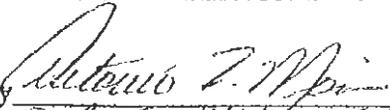
**2.0 STATUS OF CONTRACT**

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   
DOT for William Woodard

By 

Title Manager, Corporate Purchasing

Title SVP

Date December 3, 2013

Date November 25, 2013

**ORIGINAL**

**LG&E and KU Services Company  
Contract No. 66780  
Amendment No. 3**

**THIS AMENDMENT IS** entered into, effective as of January 1, 2015, 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 7<sup>th</sup> 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, 2015.

**1.2 COMPENSATION**

Article 6.0 is replaced in its entirety with the following:

The compensation paid to Contractor for the Services rendered as described in this Agreement and Exhibit A, Revision 2 shall be \$50,000.00 annually for coverages listed in Exhibit A -- Revision 2, articles F1- F6. If the pollution legal liability policy listed in Exhibit A -- Revision 2, article F-7 below is renewed; compensation for that coverage shall be \$50,000 for the first year and \$25,000 for subsequent years. 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.

**1.3 EXHIBIT A**

Exhibit A is replaced in its entirety with the attached EXHIBIT A, REVISION 2.

**2.0 STATUS OF CONTRACT**

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

LG&E and KU Services Company

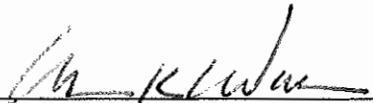
Contract No. 66780

Amendment No. 3

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 

By 

Title Manager, Corporate Purchasing

Title SVP

Date 12-19-2014

Date 12-3-14

**EXHIBIT A – REVISION 2**  
**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.
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 in Storage Property 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. Package and Umbrella Liability Policy for Energy Conservation Associates (Project Warm), an unaffiliated entity
7. Pollution Legal Liability Policy (including excess layers), if renewed in November 2015.

LG&E and KU Services Company  
Contract No. 66780  
Amendment No. 4

**LG&E and KU Services Company  
Contract No. 66780  
Amendment No. 4**

**THIS AMENDMENT IS** entered into, effective as of January 1, 2016, 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 7<sup>th</sup> 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, 2016.

**2.0 STATUS OF CONTRACT**

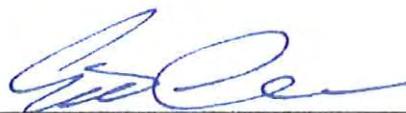
As amended herein, the Contract shall continue in full force and effect.

**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 

By 

Title Manager, Corporate Purchasing

Title SVP

Date 11.4.2013

Date 10-30-15

**Rates paid for Insurance Services - LG&E**  
**Base Year March 1, 2016-February 28, 2017**

	<b>Contract #</b>		<b>Price</b>
Underwriters Safety and Claims*	67644	\$	187,673
Risk Management Services Corporation	66872	\$	113,673
McGriff, Seibels & Williams	66780	\$	31,500
Marsh, USA		\$	96,600

\* Fees for Liability Claims and Subrogation Activities; Workers' Compensation Fees are billed on a per claims basis and and not included in the total above.

**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



Scott

Deloitte & Touche LLP  
100 Kimball Drive  
Parsippany, NJ 07054  
USA  
Tel: +1 973 602-6000  
Fax: +1 973 602-5050  
www.deloitte.com

October 22, 2015

Mr. Steven G. Elliott  
Chairman of the Audit Committee  
Audit Committee of PPL Corporation  
Two North Ninth Street  
Allentown, PA 18101

Mr. Vincent Sorgi  
Senior Vice President and Chief Financial Officer  
PPL Corporation  
Two North Ninth Street  
Allentown, PA 18101

Deloitte & Touche LLP (“D&T” or “we” or “us”) is pleased to serve as the independent registered public accounting firm for (1) PPL Corporation and subsidiaries (“PPL”), (2) PPL Electric Utilities Corporation and subsidiaries (“PPL Electric Utilities”), (3) LG&E and KU Energy LLC and subsidiaries (“LKE”), (4) Louisville Gas and Electric Company and subsidiaries (“LG&E”) and (5) Kentucky Utilities Company and subsidiaries (“KU”). PPL, PPL Electric Utilities, LKE, LG&E and KU are collectively referred to herein as the “Companies,” or “you” or “your.” Mr. William P. Graf, Lead Client Service Partner, will be responsible for the services that we perform for the Companies hereunder.

In addition to the audit and review services we are engaged to provide under this engagement letter, we would also be pleased to assist the Companies on issues as they arise throughout the year. Hence, we hope that you will call Mr. Graf whenever you believe D&T can be of assistance. This assistance will require approval by the Audit Committee of PPL (the “Audit Committee”) in accordance with its preapproval policies and procedures.

The services to be performed by D&T pursuant to this engagement are subject to the terms and conditions set forth herein and in the accompanying appendices. Such terms and conditions shall be effective as of the date of the commencement of such services.

#### Audit of Financial Statements and the Effectiveness of Internal Control over Financial Reporting-PPL

With respect to PPL, our engagement is to perform an integrated audit in accordance with the standards of the Public Company Accounting Oversight Board (PCAOB) (United States) (the “PCAOB Standards”). The objectives of an integrated audit conducted in accordance with the PCAOB Standards are expression of opinions on 1) the fairness of the presentation of PPL’s consolidated financial statements for the years ending December 31, 2016, December 31, 2017 and December 31, 2018 in conformity with accounting principles generally accepted in the United States of America (“generally accepted accounting

Messrs. Elliott and Sorgi  
October 22, 2015  
Page 2

principles”), in all material respects, and 2) the effectiveness of PPL’s internal control over financial reporting as of December 31, 2016, December 31, 2017 and December 31, 2018, based on the criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the “COSO Framework”).

Appendix A contains a description of an integrated audit in accordance with the PCAOB Standards.

#### Financial Statement Audits-PPL Electric Utilities, LKE, LG&E and KU

With respect to PPL Electric Utilities, LKE, LG&E and KU, our engagement is also to perform financial statement audits in accordance with the PCAOB Standards. The objective of a financial statement audit conducted in accordance with the PCAOB Standards is to express an opinion on the fairness of the presentation of each of PPL Electric Utilities, LKE, LG&E and KU consolidated financial statements for the years ending December 31, 2016, December 31, 2017 and December 31, 2018 in conformity with generally accepted accounting principles, in all material respects.

Appendix A contains a description of a financial statement audit in accordance with the PCAOB Standards.

#### Audit of Regulatory-Basis Financial Statements

Our engagement is also to perform an audit of PPL Electric Utilities’, LG&E’s and KU’s regulatory-basis financial statements included within each respective company’s Federal Energy Regulatory Commission (“FERC”) Form 1 (“regulatory financial statements”), in accordance with auditing standards generally accepted in the United States of America (“generally accepted auditing standards”). The objective of an audit conducted in accordance with generally accepted auditing standards is to express an opinion on whether PPL Electric Utilities’, LG&E’s and KU’s regulatory financial statements for the years ending December 31, 2016, December 31, 2017 and December 31, 2018, are presented fairly, in all material respects, in accordance with the accounting requirements of FERC as set forth in its applicable Uniform System of Accounts and published accounting releases (the “FERC requirements”).

Appendix B contains a description of the auditor’s responsibilities and the scope of an audit in accordance with generally accepted auditing standards.

#### D&T Reports

We expect to issue written reports upon the completion of our audits. Our ability to express any opinion or to issue any report as a result of this engagement and the wording thereof will, of course, be dependent on the facts and circumstances at the date of our reports. If, for any reason, we are unable to complete any of our audits or are unable to form or have not formed any opinion, we may decline to express any opinion or decline to issue any report as a result of this engagement. If we are unable to complete any of our audits, or if any report to be issued by D&T as a result of this engagement requires modification, the reasons for this will be discussed with the Audit Committee of PPL (the “Audit Committee”) and management.

Messrs. Elliott and Sorgi

October 22, 2015

Page 3

CONFIDENTIAL INFORMATION REDACTED

Reviews of Interim Financial Information

We will also perform reviews of each of the Companies' condensed consolidated interim financial information (the "interim financial information") in accordance with the PCAOB Standards ("interim review") for each of the quarters in the years ending December 31, 2016, December 31, 2017 and December 31, 2018, prepared for submission to the Securities and Exchange Commission ("SEC"). The objective of an interim review is to 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 generally accepted accounting principles.

The objective of an interim review is also to provide us with a basis for determining whether we are aware of any material modifications that, in our judgment, should be made to management's disclosures about changes in internal control over financial reporting that have materially affected or are reasonably likely to materially affect PPL's internal control over financial reporting for management's certifications to be accurate and to comply with the requirements of Section 302 of the Sarbanes-Oxley Act of 2002 and related SEC rules and regulations.

Appendix A also contains a description of an interim review in accordance with the PCAOB Standards.

If we become aware of material modifications that should be made to the interim financial information for it to conform with generally accepted accounting principles, or if we become aware of deficiencies in internal control over financial reporting so significant that they would preclude management's preparation of interim financial information in conformity with generally accepted accounting principles, we may be precluded from completing any of our reviews. If, for any reason, we are unable to complete any of our interim reviews, the reasons for this will be discussed with the Audit Committee and management.

Management's Responsibilities

Appendix C describes management's responsibilities.

Audit Committee's Responsibility and Auditor Communications

As the independent registered public accounting firm of the Companies, we acknowledge that the Audit Committee is directly responsible for the appointment, compensation, and oversight of our work, and accordingly, except as otherwise specifically noted, we will report directly to the Audit Committee. You have advised us that the services to be performed under this engagement letter, including, where applicable, the use by D&T of affiliates or related entities as subcontractors in connection with this engagement, have been approved by the Audit Committee in accordance with the Audit Committee's established preapproval policies and procedures.

Under the PCAOB Standards and SEC Rule 2-07 of Regulation S-X, or generally accepted auditing standards (as applicable), we are required to communicate with the Audit Committee about various matters in connection with our audits and interim reviews. Appendix D describes such communications.

Fees

Our fees for 2016 for this engagement will be [REDACTED]. We expect engagement related expenses for 2016 to be approximately [REDACTED]. Our fees for each of the years ending December 31, 2017 and December 31, 2018 are [REDACTED], respectively.

Messrs. Elliott and Sorgi

October 22, 2015

Page 4

## CONFIDENTIAL INFORMATION REDACTED

Appendix J provides detail of the fees and the related billing for each service, hereunder. Payment is due within 60 days of receipt of D&T's invoices. Our continued service on this engagement is dependent upon payment of our invoices in accordance with agreed-upon terms.

Our fees are based on certain assumptions, including (1) timely and accurate completion of the requested entity participation schedules and additional supporting information, including documentation of the Companies' internal control over financial reporting, (2) no inefficiencies during the audit process or changes in scope caused by events that are beyond our control, (3) the effectiveness of internal control over financial reporting throughout the period under audit, (4) a minimal level of audit adjustments (recorded or unrecorded), and (5) no changes to the timing or extent of our work plans. We will notify you promptly of any circumstances we encounter that could significantly affect our estimate, including when procedures are performed outside of the scope of the recurring audit, and discuss with you any additional fees, as necessary.

The parties each agree that D&T's obligation to provide the audit services described herein for each of the years ending December 31, 2017 and December 31, 2018, whether under this engagement letter or otherwise, will be subject to the mutual written agreement of the Companies, D&T, and the Audit Committee.

The rate card that follows will apply to procedures performed outside of the scope of the recurring audit. Examples include any procedures that may be performed in connection with SEC filings for the registration of securities, comfort letters, due diligence for acquisition and divestures, internal controls and other support.

Staff Level	Rates
Partner/Principal/Director	
Senior Manager/Manager	
Senior Consultant	
Professional/Consultant/Staff	

Inclusion of D&T Reports or References to D&T in Other Documents or Electronic Sites

If the Companies intend to publish or otherwise reproduce in any document any report issued as a result of this engagement, or otherwise make reference to D&T in a document that contains other information in addition to the audited financial statements (e.g., in a periodic filing with the SEC or other regulator, in a debt or equity offering circular, or in a private placement memorandum), thereby associating D&T with such document, the Companies agree, that their management will provide D&T with a draft of the document to read and obtain our approval for the inclusion or incorporation by reference of any of our reports, or the reference to D&T, in such document before the document is printed and distributed. The inclusion or incorporation by reference of any of our reports in any such document would constitute the

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reissuance of such reports. The Companies also agree that their management will notify us and obtain our approval prior to including any of our reports on an electronic site.

Our engagement to perform the services described herein does not constitute our agreement to be associated with any such documents published or reproduced by or on behalf of the Companies. Any request by the Companies to reissue any report issued as a result of this engagement, to consent to any such report's inclusion or incorporation by reference in an offering or other document, or to agree to any such report's inclusion on an electronic site will be considered based on the facts and circumstances existing at the time of such request. The fees outlined herein do not include any procedures that would need to be performed in connection with any such request. Should D&T agree to perform such procedures, fees for such procedures would be subject to the mutual agreement of the Companies and D&T.

#### Requests for Production of Documents or Information

PPL acknowledges its obligations under the waiver agreement relating to D&T's cooperation with the PCAOB and the SEC under Sections 102 and 106 of the Sarbanes-Oxley Act of 2002.

#### Other Services

The statutory and regulatory audits of the Company's foreign subsidiaries, along with other regulatory assurance requirements, will be described in separate engagement letters between the applicable subsidiary and Deloitte LLP. The fees for such statutory and regulatory audits are included in the aforementioned annual audit engagement fees.

#### Tax Services

Engagements to perform permitted tax services, and the hourly rates for such services, will be described in separate engagement letters.

\* \* \* \* \*

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The parties acknowledge and agree that D&T is being engaged under this engagement letter to provide only the services described herein. Should the Companies or the Audit Committee request, and should D&T agree to provide, services (including audit services) beyond those described herein, such services will constitute a separate engagement and will be governed by a separate engagement letter.

This engagement letter, including Appendices A through J attached hereto and made a part hereof, constitutes the entire agreement between the parties with respect to this engagement and supersedes any other prior or contemporaneous agreements or understandings between the parties, whether written or oral, relating to this engagement.

If the above terms are acceptable and the services described are in accordance with your understanding, please sign the copy of this engagement letter in the space provided and return it to us.

Yours truly,

*Deloitte Touche UP*

Acknowledged and agreed to on behalf of the  
Audit Committee of PPL Corporation:

Accepted and agreed to by  
PPL on behalf of itself and PPL Electric  
Utilities, LKE, LG&E and KU:

By: *Stan G. Elliott*

By: *Vincent Sorgi*

Title: *Chair - Audit Committee*

Title: *SVP & CFO - PPL Corp.*

Date: *10-22-15*

Date: *10/22/15*

**APPENDIX A**

**DESCRIPTION OF AN INTEGRATED AUDIT, A FINANCIAL STATEMENT AUDIT, AND INTERIM REVIEW IN ACCORDANCE WITH THE PCAOB STANDARDS**

This Appendix A is part of the engagement letter dated October 22, 2015, between Deloitte & Touche LLP and the Companies, and acknowledged and agreed to by the Audit Committee of PPL.

Components of a Financial Statement Audit and an Integrated Audit

An audit includes the following:

- Examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements
- Inquiring directly of the Audit Committee regarding (1) its views about fraud risks in the Companies, (2) whether it has knowledge of any actual, suspected, or alleged fraud affecting the Companies, and (3) whether it is aware of tips or complaints regarding the Companies' financial reporting (including those received through any internal whistleblower program, if such program exists) and, if so, its responses to such tips and complaints
- Assessing the accounting principles used and significant estimates made by management
- Evaluating the overall financial statement presentation
- For a financial statement audit only, obtaining an understanding of internal control sufficient to plan the audits and to determine the nature, timing, and extent of audit procedures to be performed, but not for the purpose of expressing an opinion on the effectiveness of PPL Electric Utilities', LKE's, LG&E's and KU's internal control over financial reporting related to the financial statement audit

Additional components for an integrated audit include the following:

- Examining, on a test basis, evidence supporting the design and operating effectiveness of PPL's internal control over financial reporting
- Evaluating the effectiveness of PPL's internal control over financial reporting as part of the integrated audit

Neither an integrated audit nor a financial statement audit includes the performance of any procedures with respect to financial information in an interactive data format using eXtensible Business Reporting Language ("XBRL"). Any procedures that the Companies request D&T to perform related to any such XBRL interactive data would be described in a separate engagement letter.

Reasonable Assurance

The PCAOB Standards require that we plan and perform the audits to obtain reasonable, rather than absolute, assurance about (1) whether the financial statements are free of material misstatement, whether caused by error or fraud, and (2) for an integrated audit, whether PPL's effective internal control over financial reporting was maintained in all material respects. However, because of the characteristics of fraud, a properly planned and performed audit may not detect a material misstatement or, in an integrated audit, a material weakness. 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 integrated audit or a financial statement audit is not designed to detect error or fraud that is immaterial to the financial statements. An

integrated audit is not designed to detect deficiencies in internal control over financial reporting that, individually or in combination, are less severe than a material weakness. A financial statement audit is not designed to provide assurance on internal control or to identify control deficiencies.

#### Inherent Limitations of Internal Control over Financial Reporting

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal control over financial reporting to future periods are subject to the risk that the internal control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

#### Interim Reviews

An interim review is substantially less in scope than an audit in accordance with the PCAOB Standards, the objective of which is to express an opinion on the financial statements taken as a whole. Accordingly, an interim review will not result in the expression of an opinion concerning the fairness of the presentation of the interim financial information in conformity with generally accepted accounting principles and cannot be relied on to reveal all significant matters that would be disclosed in an audit.

An interim review consists principally of applying analytical procedures to pertinent financial data and making inquiries of, and evaluating responses from, certain management personnel of the Companies who have responsibility for financial and accounting matters. An interim review also includes obtaining sufficient knowledge of the Companies' business and internal control as they relate to the preparation of both annual and interim financial information to (1) identify the types of potential material misstatements in the interim financial information and consider the likelihood of their occurrence, and (2) 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 generally accepted accounting principles. An interim review is not designed to provide assurance on internal control or to identify control deficiencies.

An interim review does not include the performance of any procedures with respect to interim financial information in an interactive data format using XBRL.

For PPL, an interim review also includes procedures, principally observation and inquiries, relating to management's disclosures about changes in internal control over financial reporting to provide us with a basis for communicating whether we are aware of any modifications that, in our judgment, should be made to such disclosures for management's certifications to be accurate and to comply with the requirements of Section 302 of the Sarbanes-Oxley Act of 2002 and related SEC rules and regulations. These procedures are substantially less in scope than an audit of internal control over financial reporting in accordance with the PCAOB Standards. Accordingly, an interim review cannot be relied on to reveal all significant matters that would be disclosed in an audit of internal control over financial reporting, and we will not express an opinion on the effectiveness of internal control over financial reporting.

APPENDIX B

**AUDITOR'S RESPONSIBILITIES AND SCOPE OF AN AUDIT IN ACCORDANCE WITH  
GENERALLY ACCEPTED AUDITING STANDARDS**

This Appendix B is part of the engagement letter dated October 22, 2015, between Deloitte & Touche LLP and the Companies, and acknowledged and agreed to by the Audit Committee of PPL.

Auditor's Responsibilities

Our responsibilities under generally accepted auditing standards include forming and expressing an opinion about whether the regulatory financial statements that have been prepared by management with the oversight of the Audit Committee are presented fairly, in all material respects, in accordance with the FERC requirements. The audit of the regulatory financial statements does not relieve management or the Audit Committee of their responsibilities.

Scope of an Audit

Generally accepted auditing standards require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the regulatory financial statements as a whole are free from material misstatement, whether caused by fraud or error. However, because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. We have no responsibility to plan and perform the audit to obtain reasonable assurance that misstatements, whether caused by fraud or error, that are not material to the financial statements as a whole are detected.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the regulatory financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the regulatory financial statements, whether caused by fraud or error. In making those risk assessments, we consider internal control relevant to the preparation and fair presentation of the regulatory financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the internal control. 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 regulatory financial statements.

APPENDIX C

**MANAGEMENT'S RESPONSIBILITIES**

This Appendix C is part of the engagement letter dated October 22, 2015, between Deloitte & Touche LLP and the Companies, and acknowledged and agreed to by the Audit Committee of PPL.

Financial Statements and the Effectiveness of Internal Control over Financial Reporting

Management is responsible for the preparation, fair presentation, and overall accuracy of the financial statements and interim financial information, including disclosures, in conformity with generally accepted accounting principles. The assessment of the effectiveness of internal control over financial reporting to comply with Section 404 of the Sarbanes-Oxley Act of 2002 and related SEC rules and regulations is also the responsibility of PPL's management. In this regard, management has the responsibility for, among other things:

- Selecting and applying the accounting policies
- Designing, implementing, and maintaining effective internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error
- In connection with the integrated audit, informing D&T of all deficiencies in the design or operation of PPL's internal control over financial reporting identified as part of management's evaluation, including separately disclosing to D&T all such deficiencies that management believes to be significant deficiencies or material weaknesses in internal control over financial reporting
- In connection with our audits performed in accordance with the PCAOB Standards, informing D&T of significant changes in the design or operation of the Companies' internal control over financial reporting that occurred during each fiscal quarter or subsequent to the date being reported on
- Identifying and ensuring that the Companies comply with the laws and regulations applicable to their respective activities and informing us of any known or possible material violations of such laws or regulations
- Adjusting the financial statements to correct material misstatements relating to accounts or disclosures, and affirming to D&T in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
- Providing D&T with (1) access to all information of which management and, where appropriate, the Audit Committee are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, (2) additional information that we may request from management and, where appropriate, the Audit Committee for the purpose of our audits, and (3) unrestricted access to personnel within the Companies from whom we determine it necessary to obtain evidence

Management's Representations

We will make specific inquiries of the Companies' management about the representations embodied in the financial statements and management's assessment of the effectiveness of the PPL's internal control over financial reporting. In addition, we will request that management provide us with the written representations the

Companies are required to provide under the PCAOB Standards and under generally accepted auditing standards. The responses to those inquiries and the written representations of management are part of the evidential matter that D&T will rely on in forming its opinions. We will also request a similar representation letter as part of our interim reviews.

#### Process for Obtaining Preapproval of Services

Management is responsible for the coordination of obtaining the preapproval of the Audit Committee, in accordance with the Audit Committee's preapproval process, for any services to be provided by D&T to the Companies. D&T agrees not to perform such work without receiving preapproval notification from management.

#### Program and Subscription Services

D&T makes available to clients and nonclients various educational and informational programs, seminars, tools, and related services, such as live programs, webcasts (including the Dbriefs webcast series), podcasts, websites, database subscriptions (including some that provide access to D&T proprietary information and tools that offer technical support and advice), checklists, research reports, surveys, published books and other materials, applications, local office seminars, Technical Library, and CXO conferences (collectively, "programs and subscriptions"). D&T may provide these programs and subscriptions free of charge, for a nominal fee, or for a fee at prevailing market rates. In some instances, D&T may include complimentary rooms or meals as part of programs or seminars. Any programs and subscriptions requested by the Companies or their affiliates and the related fees (if any) would be subject to the mutual agreement of the Companies or their affiliates, as applicable, and D&T and may be described in a separate written agreement. The Companies hereby confirm that any use or receipt by the Companies or their affiliates of these programs and subscriptions is approved by the Audit Committee in accordance with the Audit Committee's established preapproval policies and procedures.

#### Independence Matters

In connection with our engagement, D&T, management, and the Audit Committee will assume certain roles and responsibilities in an effort to assist D&T in maintaining independence and ensuring compliance with the securities laws and regulations. D&T will communicate to its partners, principals, and employees that the Companies are attest Clients and will provide to management, when requested, a complete D&T affiliate listing. Management of the Companies will ensure that the Companies, together with their subsidiaries and other entities that comprise the Companies for purposes of the consolidated financial statements, have policies and procedures in place for the purpose of ensuring that neither the Companies nor any such subsidiary or other entity will act to engage D&T or accept from D&T any service that either has not been subjected to their preapproval process or that under SEC or other applicable rules would impair D&T's independence. D&T has policies and procedures in place for the purpose of ensuring that D&T will not provide any service that either has not been subjected to the Company's pre-approval process or that under SEC or other applicable rules would impair D&T's independence.

All potential services are to be discussed with Mr. Graf. Additionally, D&T will not initiate any such services without confirming that the service has been preapproved by the Audit Committee.

In connection with the foregoing, the Companies agree to furnish to D&T and keep D&T updated with respect to (1) a corporate tree that identifies the legal names of the Companies' affiliates, including affiliates as defined in SEC Rule 2-01(f)(4) of Regulation S-X (e.g., parents, subsidiaries, investors, or investees), together with the ownership relationship among such entities, and (2) any equity or debt securities of the Companies and their affiliates (including, without limitation, tax-advantaged debt of such entities that is issued through governmental authorities) that are available to unaffiliated investors (whether through stock, bond, commodity, futures or

similar markets in or outside of the United States, or equity, debt, or any other securities offerings), together with related securities identification information (e.g., ticker symbols or CUSIP®, ISIN®, or Sedol® numbers). The Company acknowledges and consents that (a) the information referred to in clauses (1) and (2) of the first sentence of this paragraph may be shared by D&T for use within the member firms of Deloitte Touche Tohmatsu Limited and their respective affiliates, and (b) the information referred to in clause (2) may also be used by D&T for the purpose of its compliance with any auditor registration requirements.

Management will coordinate with D&T to ensure that D&T's independence is not impaired by hiring former or current D&T partners, principals, or professional employees for certain positions. Management of the Companies will ensure that the Companies, together with their respective subsidiaries and other entities that comprise the Companies for purposes of the consolidated financial statements, also have policies and procedures in place for purposes of ensuring that D&T's independence will not be impaired by hiring a former or current D&T partner, principal, or professional employee in an accounting role or financial reporting oversight role that would cause a violation of securities laws and regulations. Any employment opportunities with the Companies for a former or current D&T partner, principal, or professional employee should be discussed with Mr. Graf and approved by the Audit Committee before entering into substantive employment conversations with the former or current D&T partner, principal, or professional employee, if such opportunity relates to serving (1) as chief executive officer, controller, chief financial officer, chief accounting officer, or any equivalent position for the Companies or in a comparable position at a significant subsidiary of the Companies; (2) on PPL's board of directors; (3) as a member of the Audit Committee; or (4) in any other position that would cause a violation of securities laws and regulations.

For purposes of the preceding five paragraphs, "D&T" shall mean Deloitte & Touche LLP and its subsidiaries; Deloitte Touche Tohmatsu Limited, its member firms, the affiliates of Deloitte & Touche LLP, Deloitte Touche Tohmatsu Limited and its member firms; and, in all cases, any successor or assignee.

## APPENDIX D

**COMMUNICATIONS WITH THE AUDIT COMMITTEE**

This Appendix D is part of the engagement letter dated October 22, 2015, between Deloitte & Touche LLP and the Companies, and acknowledged and agreed to by the Audit Committee of PPL.

Independence Communications

We have the responsibility to comply with the rules and standards of the PCAOB and the securities laws and regulations administered by the SEC regarding auditor independence. To demonstrate compliance with those requirements and in accordance with PCAOB Ethics and Independence Rule 3526, *Communication with Audit Committees Concerning Independence* ("Rule 3526"), we will describe to the Audit Committee, in writing, all relationships between D&T and the Companies, their affiliates, or persons in "financial reporting oversight roles" (as defined in SEC Rule 2-01 of Regulation S-X) at the Companies, that may reasonably be thought to bear on our independence and affirm to the Audit Committee in such communication whether we are independent of the Companies within the meaning of the rules and standards of the PCAOB and the securities laws and regulations administered by the SEC. We also will discuss our independence with the Audit Committee in accordance with Rule 3526. For purposes of this paragraph, "D&T" shall mean Deloitte & Touche LLP and its subsidiaries; Deloitte Touche Tohmatsu Limited, its member firms, the affiliates of Deloitte & Touche LLP, Deloitte Touche Tohmatsu Limited and its member firms; and, in all cases, any successor or assignee.

Other Communications Arising from the Audit or Interim Reviews***Fraud and Illegal Acts***

We will report directly to the Audit Committee any fraud of which we become aware that involves senior management and any fraud (whether caused by senior management or other employees) of which we become aware that causes a material misstatement of the financial statements. We will report to senior management any fraud perpetrated by lower level employees of which we become aware that does not cause a material misstatement of the financial statements; however, we will not report such matters directly to the Audit Committee, unless otherwise directed by the Audit Committee.

We will inform the appropriate level of management of the Companies and determine that the Audit Committee is adequately informed with respect to illegal acts that have been detected or have otherwise come to our attention during the course of our audit, unless the illegal acts are clearly inconsequential.

***Internal Control Matters***

We will communicate in writing to management and the Audit Committee all material weaknesses (as defined in the PCAOB Standards or generally accepted auditing standards) identified during the audit. We will also communicate in writing to the Audit Committee all significant deficiencies (as defined in the PCAOB Standards or generally accepted auditing standards) identified during the audit. If we conclude that the oversight of PPL's external financial reporting and internal control over financial reporting by the Audit Committee is ineffective, we will also communicate that conclusion in writing to PPL's board of directors.

In addition, for the integrated audit, we will communicate to management, in writing, all deficiencies in internal control over financial reporting (i.e., those deficiencies in internal control over financial reporting that are of a lesser magnitude than material weaknesses) identified during the audit and inform the Audit Committee when such communication has been made. When making this communication, we will not repeat information about

deficiencies that has been included in previously issued written communications, whether those communications were made by us, internal auditors, or others within the Companies.

***Other Matters***

We will communicate to the Audit Committee matters required by PCAOB Auditing Standard No. 16, *Communications with Audit Committees*, and SEC Rule 2-07 of Regulation S-X prior to the Companies filing our report or consent with the SEC.

In addition, at the request of the Audit Committee, we will provide the Audit Committee with a report in connection with the New York Stock Exchange Corporate Governance Listing Standards.

***Interim Reviews***

At the Audit Committee's request, we will not issue written review reports upon completion of our interim reviews; however, we will communicate to the Audit Committee and the Companies' management matters that cause us to believe that (1) material modifications should be made to the interim financial information for it to conform with generally accepted accounting principles, (2) for PPL, modifications to management's disclosures about changes in internal control over financial reporting are necessary for management's certifications to be accurate and to comply with the requirements of Section 302 of the Sarbanes-Oxley Act of 2002 and related SEC rules and regulations, or (3) any of the Companies filed the Form 10-Q before the completion of our review. When conducting our interim reviews, we will also determine whether any other matters required by regulations or the PCAOB Standards as they relate to interim financial information have been identified. If such matters have been identified, we will communicate them to the Audit Committee prior to the filing of interim financial information with the SEC.

***Other Communications***

We are responsible for communicating with the Audit Committee significant matters related to the audit that are, in our professional judgment, relevant to the responsibilities of the Audit Committee in overseeing the financial reporting process. Generally accepted auditing standards do not require us to design procedures for the purpose of identifying other matters to communicate with the Audit Committee. However, we will communicate to the Audit Committee matters required by AICPA AU-C 260, *The Auditor's Communication with Those Charged with Governance*.

APPENDIX E

**GENERAL BUSINESS TERMS**

This Appendix E is part of the engagement letter dated October 22, 2015, between Deloitte & Touche LLP and the Companies, and acknowledged and agreed to by the Audit Committee of PPL.

1. **Independent Contractor.** D&T is an independent contractor and D&T is not, and will not be considered to be, an agent, partner, fiduciary, or representative of the Companies or the Audit Committee.
2. **Survival.** The agreements and undertakings of the Companies and the Audit Committee contained in the engagement letter will survive the completion or termination of this engagement.
3. **Assignment and Subcontracting.** Except as provided below, no party may assign any of its rights or obligations (including, without limitation, interests or claims) relating to this engagement without the prior written consent of the other parties. The Companies and the Audit Committee hereby consent to D&T subcontracting a portion of its services under this engagement to any affiliate or related entity, whether located within or outside of the United States. Use of any third-party subcontractor in connection with services under this engagement will require the Company's and the Audit Committee's prior written consent. Professional services performed hereunder by any of D&T's affiliates or related entities shall be invoiced as professional fees, and any related expenses shall be invoiced as expenses, unless otherwise agreed.
4. **Severability.** If any term of the engagement letter is unenforceable, such term shall not affect the other terms, but such unenforceable term shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
5. **Force Majeure.** No party shall be deemed to be in breach of the engagement letter as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
6. **Confidentiality.** To the extent that, in connection with this engagement, D&T comes into possession of any confidential information of the Companies, D&T shall not disclose such information to any third party without the Companies' consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The Companies and the Audit Committee hereby consent to D&T disclosing such information (1) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; (2) to the extent such information (i) is or becomes publicly available other than as the result of a disclosure in breach hereof, (ii) becomes available to D&T on a nonconfidential basis from a source that D&T reasonably believes is not prohibited from disclosing such information to D&T, (iii) is already known by D&T without any obligation of confidentiality with respect thereto, or (iv) is developed by D&T independently of any disclosures made to D&T hereunder; or (3) to contractors providing administrative, infrastructure, and other support services to D&T and subcontractors providing services in connection with this engagement, in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those in this paragraph. If D&T is requested pursuant to, or required by, applicable law, regulation, or by legal or regulatory process or governmental investigation, to disclose any confidential information, D&T shall provide the Companies, unless restricted by applicable law, with prompt notice of such request or requirement in order to enable the Companies to (a) seek an appropriate protective order or

other remedy, (b) consult with D&T with respect to the Companies taking steps to resist or narrow the scope of such request or legal process, or (c) waive compliance, in whole or in part, with the terms of this paragraph.

7. **Privacy.** D&T agrees that:

- (i) any nonpublic information, in written or electronic form, received from, or on behalf of, the Companies by D&T pursuant to performance of the professional services, and which is capable of individually identifying a natural person (“personally identifiable information” or “PII”) will not be utilized by D&T for any purpose other than for the purpose of rendering the professional services to the Companies pursuant to the engagement letter (and not, for example and without limitation, to otherwise market to or contact such individuals identified by the PII) and shall be accessible by its personnel and permitted subcontractors and contractors on a need-to-know basis only,
- (ii) D&T shall treat all PII as confidential information, and
- (iii) D&T shall not collect any PII from or about individuals except that which is actively and knowingly provided by such individuals identified by PII or provided by the Companies to D&T.

The Companies agree: (i) not to disclose any PII or other information to D&T, if such disclosure would violate any applicable law, rule or regulation; (ii) not to request D&T to use or disclose PII or other information in any manner that would not be permissible under any applicable law, rule or regulation, if such use or disclosure were done by the Companies; and (iii) to disclose to D&T only the minimum amount of PII (if any) reasonably necessary for D&T to perform its professional services under the engagement letter; and (iv) where practicable and commercially reasonable, to de-identify any such PII before making it available to D&T.

8. **Security Breach.** D&T shall advise the Companies promptly in the event that it learns or has a reasonable belief that there has been unauthorized access to or use of, or any unauthorized disclosure of, PII under the control of D&T (“Security Breach”). D&T shall (at its own expense if such incident affected PII that had been under the responsibility of D&T or its employees, other personnel, or contractor) cooperate with the Companies in investigating and responding to the foregoing. In the event of a Security Breach involving a compromise of D&T’s systems or controls, D&T shall promptly investigate such Security Breach, including the performance of a root cause analysis, and shall take those steps reasonably necessary to halt such Security Breach (if it is ongoing) and remedy the cause of such Security Breach. Upon the completion of any such root cause analysis, D&T shall report summary details of such analysis to the Companies and shall make appropriate personnel reasonably available to discuss D&T’s response to such Security Breach. In the event that applicable law requires that the Companies’ customers or other affected persons be notified as a result of a Security Breach attributable to D&T’s breach of the terms of this Appendix, D&T shall be responsible for: (i) reimbursing the Companies for the reasonable, out-of-pocket costs of such notifications, including costs of print shop services, postage, and obtaining contact information for affected individuals, and (ii) if credit monitoring services is an appropriate remedy given the circumstances of the Security Breach and the nature of the PII compromised, D&T will bear the reasonable, out-of-pocket cost of providing to each such affected individual one year of credit monitoring services from a nationally recognized supplier of such services; provided, however, that D&T’s liability for the provision of such credit monitoring services, other than in the case of willful misconduct or gross negligence, shall not exceed an aggregate amount of one million dollars (\$1,000,000). For purposes of the engagement letter and these terms, the term “gross negligence” shall mean conduct that evinces a reckless disregard for the rights of others or smacks of intentional misconduct.

9. **Dispute Resolution.** Any controversy or claim between the parties arising out of or relating to the engagement letter, or this engagement (a "Dispute") shall be resolved by mediation or binding arbitration as set forth in the Dispute Resolution Provision attached hereto as Appendix F and made a part hereof.

APPENDIX F

**DISPUTE RESOLUTION PROVISION**

This Appendix F is part of the engagement letter dated October 22, 2015, between Deloitte & Touche LLP and the Companies, and acknowledged and agreed to by the Audit Committee of PPL.

This Dispute Resolution Provision sets forth the dispute resolution process and procedures applicable to the resolution of Disputes and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise.

**Mediation:** All Disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”), at the written request of a party, shall designate a mediator.

**Arbitration Procedures:** If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held in New York, New York. The arbitration shall be solely between the parties and shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the “Rules”).

The arbitration shall be conducted before a panel of three arbitrators. The Companies, on the one hand, and Deloitte & Touche LLP, on the other hand, shall each designate one arbitrator in accordance with the “screened” appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter (including its appendices) to which this Dispute Resolution Provision is attached and to abide by the terms of this Dispute Resolution Provision. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the State of New York (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Discovery shall be conducted in accordance with the Rules.

All aspects of the arbitration shall be treated as confidential, as provided in the Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to all other parties and afford such parties a reasonable opportunity to protect their interests. Further, judgment on the arbitrators’ award may be entered in any court having jurisdiction.

**Costs:** Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

**APPENDIX G**

**BUSINESS ASSOCIATE AGREEMENT**

This Appendix G is part of the engagement letter dated October 22, 2015, between Deloitte & Touche LLP and the Companies, and acknowledged and agreed to by the Audit Committee of PPL.

If and to the extent, and so long as, required by HIPAA or HITECH (each as defined below), and not otherwise, D&T and the Companies hereby agree to the following in connection with D&T's performance of services under the engagement letter to which this Business Associate Agreement is attached (such engagement letter, the "Engagement Letter," together with this Business Associate Agreement and all other attachments, appendices, and exhibits to the Engagement Letter, this "Agreement").

- (A) Unless otherwise specified in this Business Associate Agreement, all capitalized terms used in this Business Associate Agreement shall have the meanings established for purposes of HIPAA or HITECH, as applicable. Specific statutory or regulatory citations used in this Business Associate Agreement shall mean such citations as amended and in effect from time to time.
1. "Compliance Date" shall mean, with respect to any applicable provision in this Business Associate Agreement, the later of the date by which compliance with such provision is required under HITECH and the effective date of this Agreement.
  2. "Electronic Protected Health Information" shall mean Protected Health Information that is transmitted or maintained in electronic media.
  3. "HIPAA" shall mean the Health Insurance Portability and Accountability Act, 42 U.S.C. §§ 1320d through 1320d-8, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time.
  4. "HITECH" shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time.
  5. "Protected Health Information" shall mean the term as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, the Companies by D&T pursuant to performance of the Services.
  6. "Privacy Rule" shall mean the federal privacy regulations issued pursuant to HIPAA, as amended from time to time, codified at 45 C.F.R. Part 164 (Subparts A and E).
  7. "Security Rule" shall mean the federal security regulations issued pursuant to HIPAA, as amended from time to time, codified at 45 C.F.R. Part 164 (Subparts A and C).
  8. "Services" shall have the meaning set forth in the attached engagement letter, and, if not therein defined, shall mean the services described in the Engagement Letter to be performed by D&T for the Companies.
  9. "Unsecured Protected Health Information" shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or

methodology specified by the Secretary in the regulations or guidance issued pursuant to 42 U.S.C. § 17932(h)(2).

(B) With regard to D&T's use and disclosure of Protected Health Information:

1. D&T may use and disclose Protected Health Information as reasonably required or contemplated in connection with the performance of the Services, excluding the use or further disclosure of Protected Health Information in a manner that would violate the requirements of the Privacy Rule, if done by the Companies. Notwithstanding the foregoing, D&T may use and disclose Protected Health Information for the proper management and administration of D&T as provided in 45 C.F.R. § 164.504(e)(4).
2. D&T will not use or further disclose Protected Health Information other than as permitted or required by this Business Associate Agreement, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), or as otherwise Required by Law.
3. D&T will implement and use appropriate administrative, physical, and technical safeguards to (i) prevent use or disclosure of Protected Health Information other than as permitted or required by this Business Associate Agreement; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that D&T creates, receives, maintains, or transmits on behalf of the Companies; and (iii) comply with the Security Rule with respect to Electronic Protected Health Information.
4. D&T will, without unreasonable delay, report to the Companies (i) any use or disclosure of Protected Health Information not provided for by this Business Associate Agreement of which it becomes aware in accordance with 45 C.F.R. § 164.504(e) (2)(ii)(C); and/or (ii) any Security Incident affecting Electronic Protected Health Information of which D&T becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C).
5. D&T will, without unreasonable delay, and in any event no later than fifteen (15) calendar days after Discovery, notify the Companies of any Breach of Unsecured Protected Health Information. The notification shall include, to the extent possible (and subsequently as the information becomes available), the identification of all individuals whose Unsecured Protected Health Information is reasonably believed by D&T to have been Breached, along with any other available information that is required to be included in the notification to the Individual, the Secretary, and/or the media, including, without limitation, a description of the breach, a description of investigation by D&T, corrective action to be taken (if any), and mitigation of the harm to individuals, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 and 164 (Subparts A, C, D, and E).
6. D&T will ensure that any subcontractors or agents to whom D&T provides Protected Health Information agree in writing to the same restrictions and conditions that apply to D&T with respect to such Protected Health Information. To the extent that D&T provides Electronic Protected Health Information to a subcontractor or agent, it will require the subcontractor or agent to implement reasonable and appropriate safeguards to protect the Electronic Protected Health Information consistent with the requirements of this Business Associate Agreement.
7. D&T will, to the extent that Protected Health Information in D&T's possession constitutes a Designated Record Set, make available such Protected Health Information to the Companies to permit the Companies to respond to a request by an Individual in accordance with 45 C.F.R. § 164.524.
8. In the event that D&T, in connection with the Services, uses or maintains an Electronic Health Record of Protected Health Information of or about an Individual, D&T will provide an electronic copy of such

Protected Health Information to the Companies to permit the Companies to respond to a request by an Individual in accordance with 42 U.S.C. § 17935(e).

9. D&T will, to the extent that Protected Health Information in D&T's possession constitutes a Designated Record Set, make available to the Companies such Protected Health Information for amendment and incorporate any amendments to such information as directed by the Companies, all in accordance with 45 C.F.R. § 164.526.
  10. D&T will document and make available to the Companies the information required to provide an accounting of disclosures of Protected Health Information, in accordance with 45 C.F.R. § 164.528.
  11. In the event that D&T, in connection with the Services, uses or maintains an Electronic Health Record of Protected Health Information of or about an Individual, D&T will make available to the Companies the information required to provide an accounting of disclosures of such Protected Health Information in accordance with the requirements for accounting of disclosures made through an Electronic Health Record in 42 U.S.C. § 17935(c).
  12. D&T will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining the Companies' and D&T's compliance with the Privacy Rule.
  13. D&T will limit any request, use or disclosure by D&T of Protected Health Information, to the extent practicable, to the Limited Data Set of such Protected Health Information (as defined in 45 C.F.R. § 164.514(e)(2)), or, if the request, use or disclosure by D&T of Protected Health Information, not in a Limited Data Set, is necessary for D&T's performance of the Services, D&T will limit the amount of such Protected Health Information requested, used or disclosed by D&T to the minimum necessary to accomplish the intended purpose of such request, use or disclosure, respectively; provided, however, that the requirements set forth above in this subsection (13) shall be superseded and replaced by the requirements of the "minimum necessary" regulations or guidance to be issued by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)) on and after its Compliance Date.
  14. D&T agrees to mitigate to the extent practicable any harmful effect that is known by D&T of a use or disclosure of Protected Health Information by D&T in violation of this Business Associate Agreement. To the extent that any Breach of Unsecured Protected Health Information is caused by D&T's breach of the terms of this Business Associate Agreement, D&T shall reimburse the Companies for their reasonable and direct out-of-pocket expenses incurred, up to an aggregate amount of One Million Dollars (\$1,000,000) for (a) all legally required written notifications to affected individuals in accordance with said Standards of Breach Notification, at the reasonable discretion of the Companies and (b) credit monitoring for no more than twelve (12) months, but only if credit monitoring is an appropriate remedy given the circumstances of the Breach of Unsecured Protected Health Information and the nature of the Protected Health Information compromised.
- (C) In addition to any other obligation set forth in this Agreement, including this Business Associate Agreement, the Companies agree that they will: (1) not make any disclosure of Protected Health Information to D&T if such disclosure would violate HIPAA, HITECH, or any applicable federal or state law or regulation; (2) not request D&T to use or make any disclosure of Protected Health Information in any manner that would not be permissible under HIPAA, HITECH, or any applicable federal or state law or regulation if such use or disclosure were done by the Companies; and (3) limit any disclosure of Protected Health Information to D&T, to the extent practicable; to the Limited Data Set of such Protected Health Information, or, if the disclosure of Protected Health Information that is not in a Limited Data Set is necessary for D&T's performance of the Services, to limit the disclosure of such Protected Health Information to the minimum necessary to accomplish the intended purpose of such disclosure, provided, however, that the requirements

set forth above in this subsection (3) shall be superseded and replaced by the requirements of the “minimum necessary” regulations or guidance to be issued by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)) on and after its Compliance Date.

- (D) If either the Companies or D&T knows of either a violation of a material term of this Business Associate Agreement by the other party or a pattern of activity or practice of the other party that constitutes a material breach or violation of this Business Associate Agreement, the non-breaching party will provide written notice of the breach or violation to the other party that specifies the nature of the breach or violation. In the event that the breaching party does not cure the breach or end the violation on or before thirty (30) days after receipt of the written notice, the non-breaching party may, if feasible, terminate this Agreement.
- (E) D&T will, at termination of this Agreement, if feasible, return or destroy all Protected Health Information that D&T still maintains in any form and retain no copies of Protected Health Information or, if such return or destruction is not feasible (such as in the event that the retention of Protected Health Information is required for archival purposes to evidence the Services), D&T may retain such Protected Health Information and shall thereupon extend the protections of this Business Associate Agreement to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction of such Protected Health Information infeasible.
- (F) Any other provision of this Agreement that is directly contradictory to one or more terms of this Business Associate Agreement shall be superseded by the terms of this Business Associate Agreement to the extent and only to the extent of the contradiction and only for the purpose of the Companies’ and D&T’s compliance with HIPAA and HITECH. The terms of this Business Associate Agreement, to the extent they are unclear, shall be construed to allow for compliance by the Companies and D&T with HIPAA and HITECH.
- (G) Nothing contained in this Business Associate Agreement is intended to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of this Business Associate Appendix.
- (H) Nothing contained in this Business Associate Agreement shall be interpreted to mean that D&T will create or transmit Protected Health Information on behalf of the Companies. Furthermore, D&T shall not carry out any of the Companies’ obligations under the Privacy Rule.

**APPENDIX H**

**SECURITY STATEMENT**

This Appendix H is part of the engagement letter dated October 22, 2015, between Deloitte & Touche LLP and the Companies, and acknowledged and agreed to by the Audit Committee of PPL.

**Overview**

Deloitte LLP and/or its affiliates (“Deloitte”) have endeavored to design and implement an Information Technology (“IT”) infrastructure that is generally aligned with industry standards. The security boundary of the IT infrastructure includes Deloitte-issued laptops, as well as back-end services, such as document collaboration, email, and backup systems. The IT infrastructure security controls and associated information security processes were developed to protect confidential information while making it available in all appropriate circumstances. A summary of such policies, controls, and associated processes is set forth below. From time to time, Deloitte may change these policies, controls and associated processes. Deloitte shall not be under any obligation to notify any client of any such change.

Deloitte maintains an Information Security, Risk & Compliance department (“IRC”) to oversee its information security program. The IRC is headed by Deloitte’s National Director of Technology who reports to the Chief Information Officer (“CIO”).

**Information Security Policy**

Deloitte maintains a comprehensive information security program which includes policies, standards, and procedures. This program is informed by several industry guidelines and best practices including ISO27000, COBIT, ITIL, and the BITS Financial Institution Shared Assessments Program. Deloitte’s CIO is responsible for this program.

**On-Site Security Assessments**

In an effort to protect and minimize risk to all of Deloitte’s clients’ data, in lieu of permitting individual clients to perform independent security assessments of Deloitte’s information security program, each year Deloitte engages a third-party to apply procedures based upon a version of the BITS Financial Institution Shared Assessments Program Agreed Upon Procedures (the “BITS AUPs”) with respect to certain of Deloitte’s information technology controls and to prepare a report with respect thereto (the “BITS Report”). The BITS Report seeks to evidence whether the BITS AUPs agreed to by Deloitte have been met. In the event a BITS Report indicates exceptions to the AUPs agreed to by Deloitte within the results of procedures, Deloitte will promptly investigate, and respond to such exceptions, and take those steps reasonably necessary to remedy any such exception if applicable and appropriate. The BITS Report may be made available to a client or prospective client once such client or prospective client has executed an appropriate non-disclosure agreement with Deloitte and an access letter with the third party that created the BITS Report.

The BITS Financial Institution Shared Assessments Program is based on the BITS industry consortium and the ISO 27002 Standard, and includes the BITS AUPs (which are a list of security control objectives) and the Standardized Information Gathering questionnaire. Detailed information about the BITS Financial Institution Shared Assessments Program can be found at <http://www.sharedassessments.org/>. The BITS Financial Institution Shared Assessments Program defines specific controls and objectives as well as the procedures for verifying those controls. The BITS AUPs address the following controls areas:

- Information security policy
- Organization of information security
- Asset management
- Human resources security
- Physical and environmental security
- Communications and operations management
- Access control
- Information systems acquisition, development and maintenance
- Information security incident management
- Business continuity management
- Compliance
- Privacy

### **Awareness and Training**

Deloitte has implemented training and awareness programs for its personnel related to information security policies, privacy policies, and information protection standards. All individuals who have access to Deloitte's intranet are presented with an information security policy awareness statement three times each year, which they are required to acknowledge. All Deloitte personnel are also required to complete a privacy training course.

Upon hire, all personnel agree to comply with Deloitte's policies, including those relating to confidentiality and privacy. In addition, all Deloitte personnel are required to complete security awareness training during the new hire on-boarding process.

### **Physical and Environmental Security**

Only authorized personnel with a Deloitte electronic badge are granted access to Deloitte's facilities. Deloitte data centers are further restricted to only those personnel with the need to access restricted areas. Procedures exist for controlling visitor access and maintaining a detailed log of all visitors to the computing facility. Data centers have the following physical protection measures: security guards, man-trap rotating doors to be electronically opened by an authorized electronic Deloitte badge, video cameras, and sign-in and sign-out sheets.

### **Asset Management**

Deloitte has a technology asset team that follows approved processes for asset management. There are tools and controls in place that manage all hardware and software assets which are reviewed on an annual basis. Deloitte has policies and procedures in place to manage licensed software and deter unapproved software from being loaded. A software and hardware inventory system is maintained, which identifies hardware and software components used within the information systems. Multiple controls are used to manage the configuration baselines. These controls are supported by automated tools that provide configuration and inventory information on a continuous basis specific to configuration compliance, vulnerabilities, inventory by IP/device name and operational status.

**Access Control**

Access to Deloitte information contained on Deloitte IT systems is granted on a need-to-know basis and must be approved by the Deloitte data owner. Remote access is provided via a SSL VPN solution with account activity being logged to Deloitte's logging/alerting infrastructure. Privileged user accounts to Deloitte IT systems are established and administered in accordance with a role-based access scheme that organizes all system and network privileges into roles (e.g., key management, network, system administration, database administration, and web administration). All users must authenticate to the Deloitte network using a unique user ID and a strong password prior to gaining access to the information system.

**System Security****System and Communications Protection**

An intrusion prevention/detection system ("IPS/IDS") is employed at the point of entry to the Deloitte network environment. The logs for the IPS/IDS, firewall, and VPN are sent to a log aggregator. Access control lists are placed on firewalls controlling the inbound and outbound flow of traffic. Traffic is denied by protocol unless approved by the gateway protocols as configured and approved by the Deloitte security team. DMZ and trusted zones are used to segment traffic to areas that are protected in accordance with the accepted risk.

**System and Information Integrity**

Firewall, IPS/IDS, and VPN audit logs are sent to the log aggregator, which checks for abnormal activity and anomalous behavior that would trigger an information security review. Hardware and software checks are done by automated tools with identified alert levels that trigger a notification to the system administrators in case of a system flaw. Anti-virus is managed by enterprise policy and distributed by a server located in the environment. Anti-virus is configured to scan external devices attached to the information system as well as email traffic.

**System & Data Back-up**

Deloitte systems are backed up daily with incremental hourly backups. Deloitte laptops are scheduled for daily backup. Two iterations of data are retained as back up, one onsite and one offsite. A reputable vendor is utilized for offsite backup storage and disposal. All backup media is encrypted prior to shipment to the vendor and a controlled process exists for turnover. The vendor is subject to obligations of confidentiality. The vendor has security practices in place and uses a tracking application for all media it handles on Deloitte's behalf. The vendor stores the media in a secure, environmentally controlled storage facility.

**Information Systems Acquisition, Development and Maintenance****Security Planning**

The Deloitte information security plan is reviewed and updated annually. In addition, applicable policies and security operating procedures are reviewed and updated annually.

**Acquisition of System and Services**

Deloitte does not acquire IT systems or services until the IRC has reviewed the product/service to determine whether it meets guidelines in regards to security and encryption. Software is not implemented unless it meets applicable Information Technology Security (ITS) standards.

**Application Development**

Deloitte follows secure coding best practices during the system development lifecycle for Deloitte applications. Deloitte's applications undergo security reviews and vulnerability scans prior to being placed in production.

**Change Control**

Deloitte has a change management process in place for its IT systems. Proposed changes are submitted, tested, and reviewed during regularly scheduled meetings. Approved changes are tested and vulnerability scans are performed prior to deployment. Deployment windows are scheduled. Back out plans are in place should they be needed.

**Maintenance**

Deloitte ITS performs software and hardware maintenance on Deloitte's environment servers. Information system backups are performed daily. Performance reports are initiated via automated tools which specify certain levels of performance to trigger the report (i.e., % of CPU processor utilization, etc.).

**Information Security Incident Management**

Deloitte has built an integrated incident response team that brings together the appropriate subject matter experts from various disciplines to address each specific incident. The Security Incident Response Procedures ("Procedures") describe how various types of incidents are handled. The Procedures identify key resources and communications that will take place based on various incident types. The Procedures identify to whom suspected incidents should be reported and describe the escalation path from the entry point in the process. Security awareness training is in place to make Deloitte personnel aware of their responsibilities concerning security incidents. Each incident is logged and the relevant facts are captured. When necessary, data related to the incident is maintained in a forensically sound manner and appropriate chain of custody is documented.

**Compliance****System Audit and Accountability**

Audit records are created to monitor:

- anti-virus services
- intrusion prevention services
- remote access services, web proxy services
- domain authentication
- router events
- firewall events, VPN access
- application logs

Audit records are maintained to support analysis and investigations. Logs are maintained based on file size and the retention time may vary. Logs are also maintained based on regulatory requirements.

Audit record content includes: (i) date and time of the event; (ii) the component of the information system (e.g., software component, hardware component) where the event occurred; (iii) type of event; (iv) unique user/subject identity; and (v) the outcome (success or failure) of the event.

### **Application Configuration Management**

Software baseline configurations are created in accordance with Deloitte policies and standards. Software is tested against the baseline requirements prior to being placed in the production environment. Continued monitoring is conducted while in operation.

### **Data Protection**

#### **PII**

Deloitte personnel receive training covering the proper handling of personally identifiable information (“PII”). In the instances in which Deloitte may transmit client PII outside of the Deloitte environment, Deloitte requires its personnel to transmit the data in an encrypted format (i.e., encrypted emails, encrypted file transfers, encrypted USB drives, and encrypted CDs/DVDs).

#### **Media Protection**

Secure printing is available at multiple locations within each Deloitte office. Deloitte issued USB drives to its personnel that meet the encryption standards outlined in Federal Information Processing Standard (FIPS) 140-2. In addition, software has been deployed to Deloitte personnel as part of the standard tool set that allows the creation of encrypted CDs (FIPS 140-2 compliant) and encrypted WinZip files (FIPS 197 compliant).

Laptops are encrypted and are required to be secured at all times. Physical access to servers is restricted to authorized parties. Magnetic drives are wiped/over-written with a minimum of three passes with a Department of Defense approved tool prior to being released for re-use and disposal.

Deloitte has employed three methods of mobile device/smartphone protection: 1) forced access PINs; 2) remote wipe in the event of 10 incorrect pin attempts; and 3) remote wipe (through vendor) if the device is reported as lost or stolen.

#### **Data Destruction**

Policies and practices are in place with regard to the destruction of confidential information and PII and vary depending on type of media. For example, hard disks, CD/DVD, USB drives are required to be wiped using a Department of Defense approved disk cleaning tool, while tapes are required to be destroyed at end of life. Paper is required to be shredded.

#### **Records Management**

Deloitte maintains and retains records in accordance with applicable legal and regulatory requirements and professional standards.

### **Encryption**

Whole-disk encryption has been deployed on Deloitte- issued laptops. Deloitte has deployed encryption with 128-bit Advanced Encryption Standard (“AES”) algorithm together with a secondary 128-bit Diffuser algorithm, creating the equivalent of a 256-bit key encryption solution.

Deloitte has deployed encrypted USB drives intended for use in transporting sensitive data. This encryption method is FIPS 140-2 compliant.

Software is installed on Deloitte-issued laptops for the creation of encrypted CDs. This encryption method is FIPS 140-2 compliant.

WinZip is installed on Deloitte-issued laptop. This encryption method is FIPS 197 compliant.

Additionally, Deloitte Internet mail gateways are configured to attempt to transmit all email in an encrypted manner if the recipient of the transmission can support such encryption methodology. Opportunistic Transport Layer Security (TLS) is enabled on the Deloitte e-mail gateways. If TLS is enabled on the recipient email gateway, the email will be encrypted between the gateways. This encryption method is FIPS 140-2 compliant.

Secure File Transfer Protocol (SFTP) is an available option for the transfer of client data. SFTP securely encrypts and compresses files during transmission. This encryption method is FIPS 140-2 compliant.

**APPENDIX I**

This Appendix I is part of the engagement letter dated October 22, 2015, between Deloitte & Touche LLP and the Companies, and acknowledged and agreed to by the Audit Committee of PPL.

**Privacy Program**

Deloitte LLP and its subsidiaries (the "Deloitte US Entities") are subject to rules and professional standards, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"), which, with limited exceptions, expressly prohibits the disclosure of confidential client information (which may include personally identifiable information) without the specific consent of the client. Consistent with their obligations under the AICPA Code of Professional Conduct, Deloitte LLP and its subsidiaries require their personnel to maintain the confidentiality of confidential client information.

In response to requests from clients for information regarding the measures that the Deloitte US Entities have implemented to safeguard personally identifiable information, the Deloitte US Entities provide this description of their organization-wide privacy program (the "Privacy Program").

**BACKGROUND**

The Deloitte US Entities have designed and developed the Privacy Program to address potential privacy risks and have taken the following steps to implement the Privacy Program:

- Created a National Office of Privacy to manage the Privacy Program and appointed a Chief Privacy Officer to lead the Privacy Program.
- Adopted a Privacy Policy and guidelines.
- Developed and deployed mandatory online training and communications to educate personnel of the Deloitte US Entities regarding the Privacy Program and Privacy Policy.
- Implemented a process to verify, on an annual basis, adherence to the Safe Harbor Agreement between the U.S. Department of Commerce and the European Commission with respect to personally identifiable information that is transferred from the European Economic Area to the United States within the scope of the Deloitte US Entities' Safe Harbor certification.

**DESCRIPTION OF THE PRIVACY PROGRAM**

The National Office of Privacy is responsible for the overall management of the Privacy Program. Included in its roles are:

- development and maintenance of the Privacy Policy and guidelines;
- management of an incident response process;
- development and presentation of online and instructor-led privacy training;
- creation and deployment of an ongoing communication program to raise the awareness of privacy issues;
- management of activities that support the annual recertification of compliance with the Safe Harbor principles; and
- coordination with information technology leadership to identify and deploy technologies that support the Privacy Program.

A Privacy Advisory Council, consisting of Privacy Liaisons from 15 business areas of the Deloitte US Entities, was created to provide advice and guidance to the Chief Privacy Officer and the National Office of Privacy. An ongoing process is in place to monitor, assess, and address the Privacy Program. In addition, an annual review of the Privacy Program is made to determine that adequate resources have been allocated to the Privacy Program.

**APPENDIX J**

**BILLING SCHEDULE**



CONFIDENTIAL INFORMATION REDACTED

Deloitte & Touche LLP  
PPL Corporation and Subsidiaries  
Audit Scope & Billing Schedule - 2016 Engagement

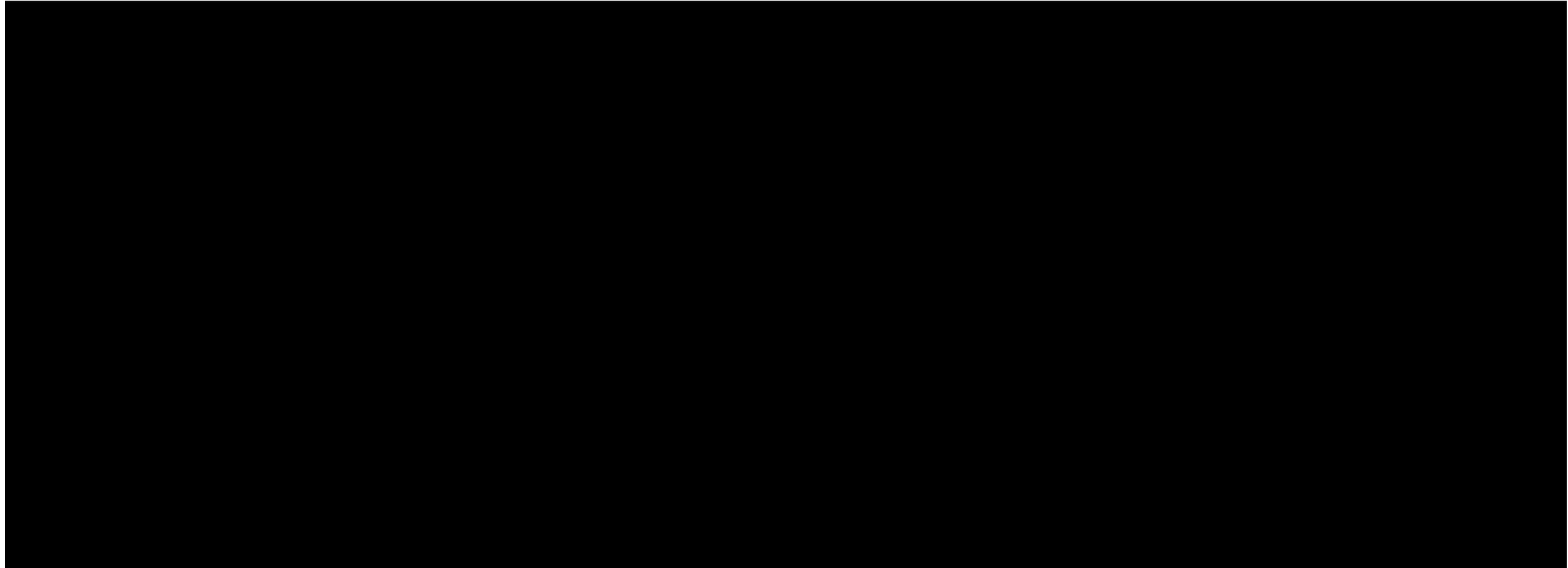
Note - Billings would be on the first day of the month listed. Fees are in thousands of Dollars

Entity	Description of Audit Service	Total Fee	2016									2017						
			February	March	June	August	September	October	November	December	January	February	March	April	May	June	July	August
<b>Billed to Corporate</b>																		
<i>(SEC-related Filings)</i>																		
PPL Corporation																		
PPL Electric Utilities Corporation																		
<i>(Other non-SEC audits)</i>																		
PPL Corporation																		
PPL Electric Utilities Corporation																		
PPL Operation HELP																		
PPL Electric Utilities Corporation																		
PPL Power insurance LTD																		
Total Other Non-SEC Audits																		
Estimated Out of Pocket Expenses																		
Total Billed to Corporate																		
<b>Billed to LG&amp;E and KU Energy, LLC</b>																		
<i>(SEC-related filings)</i>																		
Consolidated LG&E and KU Energy, LLC	Audit of financial Statements																	
Louisville Gas & Electric Company																		
Kentucky Utilities Company	Audit of effectiveness of internal control over financial reporting of PPL Corporation, LKE, LG&E and KU																	
<i>(Other non-SEC audits)</i>																		
Louisville Gas & Electric Company	Audit of stand alone financial statements for regulatory reporting																	
Kentucky Utilities Company	Audit of stand alone financial statements for regulatory reporting																	
Louisville Gas & Electric Company	Audit of financial statements included in FERC Form I																	
Kentucky Utilities Company	Audit of financial statements included in FERC Form I																	
Total Other Non-SEC Audits																		
Estimated Out of Pocket Expenses																		
Total Billed to LG&E and KU Energy, LLC																		

Note - Billings would be on the first day of the month listed. Fees are in thousands of Dollars

Entity	Description of Audit Service	Total Fee	2016								2017					
			February	March	June	August	September	October	November	December	January	February	March	April	May	June

Billed to WPD



CONFIDENTIAL INFORMATION REDACTED

Deloitte & Touche LLP  
PPL Corporation and Subsidiaries  
Audit Scope & Billing Schedule - 2016 Engagement

Note - Billings would be on the first day of the month listed. Fees are in thousands of Dollars

Entity	Description of Audit Service	Total Fee	2016								2017							
			February	March	June	August	September	October	November	December	January	February	March	April	May	June	July	August
Other regulatory returns in respect of all four regulated network operators:																		



Attachment I  
 Deloitte & Touche LLP  
 PPL Corporation and Subsidiaries  
 Audit Scope & Billing Schedule - 2017 and 2018 Engagements  
 Based on August 2015 Engagement Letter

Note - Billings would be on the first day of the month listed. Fees are in thousands of Dollars

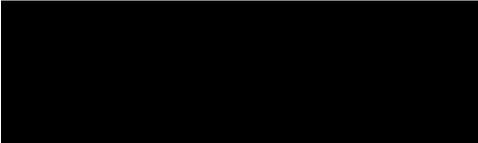
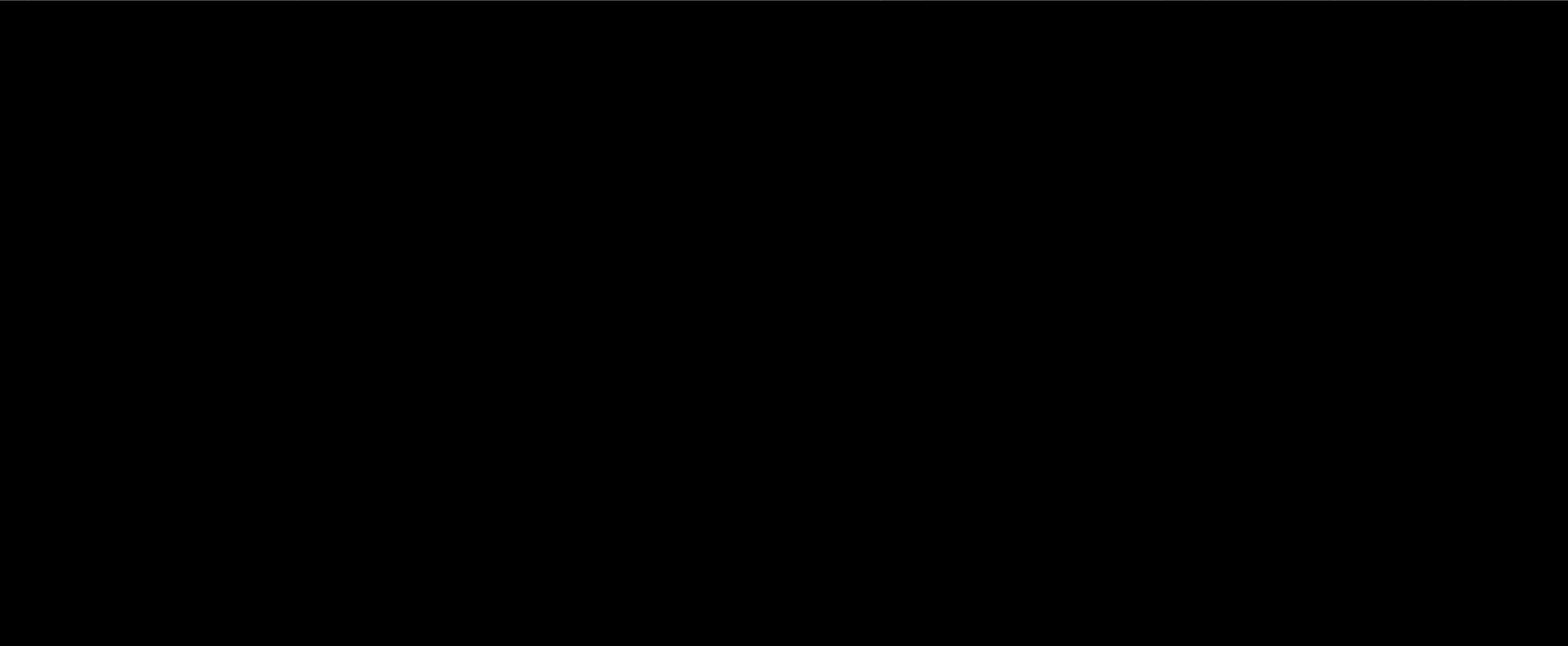
Entity	Description of Audit Service	Total Fee	2016					2017										
			February	March	June	August	September	October	November	December	January	February	March	April	May	June	July	August
<b>Billed to Corporate</b>																		
<i>(SEC-related Filings)</i>																		
PPL Corporation																		
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PPL Corporation																		
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PPL Power insurance LTD																		
Total Other Non-SEC Audits																		
Estimated Out of Pocket Expenses																		
Total Billed to Corporate																		
<b>Billed to LG&amp;E and KU Energy, LLC</b>																		
<i>(SEC-related filings)</i>																		
Consolidated LG&E and KU Energy, LLC	Audit of financial Statements																	
Louisville Gas & Electric Company	Audit of effectiveness of internal control over financial reporting of PPL Corporation, LKE, LG&E and KU																	
Kentucky Utilities Company																		
<i>(Other non-SEC audits)</i>																		
Louisville Gas & Electric Company	Audit of stand alone financial statements for regulatory reporting																	
Kentucky Utilities Company	Audit of stand alone financial statements for regulatory reporting																	
Louisville Gas & Electric Company	Audit of financial statements included in FERC Form 1																	
Kentucky Utilities Company	Audit of financial statements included in FERC Form 1																	
Total Other Non-SEC Audits																		
Estimated Out of Pocket Expenses																		
Total Billed to LG&E and KU Energy, LLC																		
<b>Billed to WPD</b>																		
[REDACTED]																		

CONFIDENTIAL INFORMATION REDACTED

Attachment I  
Deloitte & Touche LLP  
PPL Corporation and Subsidiaries  
Audit Scope & Billing Schedule - 2017 and 2018 Engagements  
Based on August 2015 Engagement Letter

Note - Billings would be on the first day of the month listed. Fees are in thousands of Dollars

Entity	Description of Audit Service	Total Fee	2016									2017				
			February	March	June	August	September	October	November	December	January	February	March	April	May	June



Attachment I  
Deloitte & Touche LLP  
PPL Corporation and Subsidiaries  
Audit Scope & Billing Schedule - 2017 and 2018 Engagements  
Based on August 2015 Engagement Letter

CONFIDENTIAL INFORMATION REDACTED

Note - Billings would be on the first day of the month listed. Fees are in thousands of Dollars

Entity	Description of Audit Service	Total Fee	2016												2017					
			February	March	June	August	September	October	November	December	January	February	March	April	May	June	July	August	September	
																				

**LG&E and KU Services Company  
Contract No. 93044**

This Contract is entered into, effective as of February 19, 2015 between LG&E and KU Services Company and Affiliates, a Kentucky corporation (hereinafter referred to as "Company"), whose principal address is 220 West Main Street, Louisville, Kentucky 40202, and Strothman & Company, a Kentucky Professional Services corporation (hereinafter referred to as "Contractor") whose address is 1600 Waterfront Plaza, 325 West Main Street, Louisville, Kentucky 40202.

WHEREAS, Contractor desires the opportunity to provide services to Company and/or its Affiliates during the term of this Contract, and Company desires the opportunity to engage Contractor to provide such services; and

WHEREAS, the parties intend that this Contract sets forth the terms and conditions which shall govern the performance of the "Work" (as defined below) 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, the parties do agree as follows:

**1.0 DEFINITIONS**

**Unless otherwise defined within the context of this Contract, the following constitute defined terms.**

- 1.1 **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&E and KU Services Company and shall include, without limitation, Louisville Gas and Electric Company and Kentucky Utilities Company, both Kentucky corporations.
- 1.2 **Contract:** "Contract" shall mean, this Contract, along with any attachments, specifications, purchase orders, engagement letters or statements of work issued by Company or executed by the parties in accordance with Article 2, or other agreed collateral document pursuant to which the Work is to be performed.
- 1.3 **Applicable Laws:** "Applicable Laws" shall mean any and all applicable federal, state or local laws, regulations, codes, ordinances, administrative rules, court orders or permits.
- 1.4 **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.
- 1.5 **Contractor:** "Contractor" shall mean the entity designated as the "Contractor" in the opening paragraph of this Contract.
- 1.6 **Company:** "Company" shall mean LG&E 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&E 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.
- 1.7 **Work:** "Work" shall include services set forth in any instructions, specifications, schedules, Contract, Statement(s) of Work and/or Purchase Order(s) as mutually executed by the parties.

## 2.0 DESCRIPTION OF WORK

2.1 The Work shall include, but not be limited to, performing Limited Scope Audits and reviews of Form 5500 filings for 2014, 2015, 2016, 2017 and 2018 for multiple Company Benefit Plans. Services are for Company and its affiliates for the following Benefit Plans:

- 2.1.1 Two (2) Defined Contribution 401(k) Plans
  - a. LG&E and KU Savings Plan
  - b. Louisville Gas and Electric Company Bargaining Employee's Savings Plan
- 2.1.2 Two (2) Defined Contribution 401(k) Plans
  - a. LG&E and KU Retirement Plan
  - b. Louisville Gas and Electric Company Bargaining Employees' Retirement Plan
- 2.1.3 One (1) Health and Welfare Plan
  - a. LG&E and KU Retiree Medical Continuation Plan
- 2.1.4 One (1) Charitable Foundation
  - a. LG&E and KU Foundation, Inc.
- 2.1.5 Contractor shall review the Form 5500 filings for all years shown above, with respect to each of the audited plans prior to the filing dates.
- 2.1.6 Service shall be completed and all deliverables provided to Company prior to September 15<sup>th</sup> of the year following the review years shown above (which is in advance of the extended filing deadline) for all plans, including the Foundation unless an alternate date is agreed upon by both parties.
- 2.1.7 Audit work shall be conducted, and Company's key personnel will be made available during the months of March through September per a mutually agreed upon schedule.
- 2.1.8 Audit work for LG&E and KU Foundation, Inc. shall be subject to annual approval by Company's Audit Committee and completion of Form A 4941.

## 3.0 SAFETY

Contractor shall at all times be solely responsible for complying with all applicable laws and facility rules (when on Company property), including without limitation those relating to health and safety, in connection with completing the work. Without limiting the foregoing, Supplier agrees to strictly abide by and observe all standards of the Occupational Safety & Health Administration (OSHA) which are applicable to the work being performed, as well as Company's Code of Business Conduct and any other rules and regulations that may be issued by Company from time to time. Supplier shall abide by all federal, state, and local labor laws.

## 4.0 PERFORMANCE SCHEDULE

- 4.1 Contractor shall commence performance of the Work upon Notice from Company and shall complete Work related to the Defined Contribution 401(k) Plans, Defined Benefit Pension Plans and Health and Welfare Plans, prior to September 15<sup>th</sup> of each year.
- 4.2 Work should be conducted and Company's key personnel will be made available during the months of March through September on an agreed upon schedule.
- 4.3 Contractor shall not assign or subcontract out any material portion of the Work except under extenuating circumstances, which will require advance written approval by Company. Contractor shall notify Company of its intent to use subcontractors in performance of the Work at least forty-eight (48) hours prior to the start of Work. Subcontractors will be denied access to Company's building without the required notification and approval. See Article 16 ASSIGNMENT OF AGREEMENT; SUBCONTRACTING of the Administrative Services Agreement.

**5.0 COMPANY PROVIDED**

Company shall provide to Contractor, temporary work space for Contractor employees at the Company's building located at 220 West Main Street, Louisville, Kentucky 40202 as necessary. Said employees shall also have access to telephone, copier and facsimile.

**6.0 TERM**

This Contract shall become effective as of February 1, 2015 and shall expire on December 31, 2019 in accordance to the Article titled "Term and Termination" set forth in the Administrative Services Agreement. Company makes no promise or guarantee as to the amount of Work 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.

**7.0 ADMINISTRATIVE SERVICES AGREEMENT**

The terms and conditions set forth in the Administrative Services Agreement (herein referred to as the "ASA") signed October 24, 2014 are hereby incorporated by reference as fully set forth herein. In the event of a conflict between the terms and conditions of the ASA and those of this Contract, the terms and conditions set forth in the ASA shall prevail and control.

**8.0 ATTACHMENTS**

Attachment A Pricing Schedule

**9.0 COMPENSATION**

- 9.1 Full compensation to Contractor for full and complete performance of the Work, compliant with all terms and conditions of this Contract and for Contractor's payment of all obligations incurred in, or applicable to, performance of the Work (hereinafter referred to as the "Contract Price") shall be as indicated within Attachment A, Pricing Schedule and shall not exceed costs as listed.

**9.2 SPECIAL INVOICING INSTRUCTIONS**

9.2.1 See the Article 17 INVOICES AND EFFECT OF PAYMENTS; RELEASE OF LIENS in the ASA.

9.2.2 Invoicing shall be provided as a percentage of work completed and the Contract No. 93044; and shall be prepared in one original and distributed as follows:

Original: LG&E Center -10th Floor  
220 West Main Street  
Louisville, Kentucky 40202  
Attn: Jeanne Kugler

9.2.3 Payment terms shall be NET 30

#### 10.0 CONTRACTUAL NOTICES

See the Article 22 MISCELLANEOUS, in the ASA for provisions governing contractual notices. The notice addresses set forth below supersede the notice addresses set forth in the ASA.

10.1 Company's Address: LG&E and KU Services Company  
820 W. Broadway  
Louisville, KY 40202  
Attn: Sherrie Whitaker, Sourcing Leader  
502-627-4325  
[Sherrie.whitaker@lge-ku.com](mailto:Sherrie.whitaker@lge-ku.com)

10.2 Contractor's Address: Strothman & Company  
1600 Waterfront Plaza  
325 W. Main Street  
Louisville, KY 40202  
Attn: Ray Strothman  
502-585-1600  
[rstrothman@strothman.com](mailto:rstrothman@strothman.com)

#### 11.0 ENTIRE AGREEMENT

This Contract, including all attachments listed in this Contract, the ASA and the attached Contractor's Code of Business Conduct, 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 of 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: Jessica P. Lyons d.o.a. for William Woodard

PRINT NAME: William Woodard

TITLE: Manager, Corp. Purchasing

DATE: 2/23/2015

STROTHMAN & COMPANY PSC

BY: Raymond G. Strothman

PRINT NAME: RAYMOND G. STROTHMAN

TITLE: PRESIDENT

DATE: 2/19/15

Contract No. 93044

ATTACHMENT A  
SCOPE OF WORK

Services	2014	2015	2016	2017	2018	Total
LG&E and KU Savings Plan	\$6,900	\$7,100	\$7,300	\$7,500	\$7,700	\$36,500
LG&E Bargaining Employee's Savings Plan	\$6,900	\$7,100	\$7,300	\$7,500	\$7,700	\$36,500
LG&E and KU Retire Plan	\$6,300	\$6,500	\$6,700	\$6,900	\$7,100	\$33,500
LG&E Bargaining Employee's Retirement Plan	\$6,300	\$6,500	\$6,700	\$6,900	\$7,100	\$33,500
LG&E and KU Retiree Medical Continuation Plan	\$5,800	\$6,200	\$6,400	\$6,600	\$6,800	\$31,800
LG&E and KU Foundation Inc.	\$6,900	\$7,100	\$7,300	\$7,500	\$7,700	\$36,500
<b>Totals</b>	<b>\$39,100</b>	<b>\$40,500</b>	<b>\$41,700</b>	<b>\$42,900</b>	<b>\$44,100</b>	<b>\$208,300</b>

### Contractor Code of Business Conduct

This LG&E and KU Services Company (a Kentucky corporation) 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 LG&E and KU Services Company and/or one of its affiliates Kentucky Utilities Company, and Louisville Gas and Electric Company (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

Contract No. 93044

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.

**Whitaker, Sherrie**

**From:** LG&E ERS Website  
**Sent:** Friday, February 20, 2015 10:07 AM  
**To:** Schmitt, Mark; West, Beth; Beaven, Carla; Hayes, Joe; Carpenter, Kathy; Yates, Sherri; Veroff, Jamie; Smith, Jackie; Hillerich, Lisa; Pryor, Stephanie; Tirey, Paul; Moir, Tony; Lyons, Susan; English, Jacque; Lawson, Nancy; Moody, Jennifer; Heun, Jaime; Sheridan, Timothy; Clark, Jodi; Wigginton, David; Logsdon, Jessica; Thompson, Courtney; Delegation of Authority; Whitaker, Sherrie; Woodard, William; Oracle Security; Cash Management  
**Subject:** Delegation Of Authority Notification For WILLIAM WOODARD to SUSAN LYONS

This delegation of authority is effective with the start of the work day 2/23/2015 through the end of the work day 2/27/2015.

The Reason for this delegation of authority is Vacation.

Delegation of Authority for		Authority being delegated to	
Name	WILLIAM WOODARD	Name	SUSAN LYONS
Location	Broadway Office Complex-2	Location	Broadway Office Complex-2
Department	Corporate Purchasing	Department	Corporate Purchasing
Company	LG&E and KU Services Company	Company	LG&E and KU Services Company
Phone	502/627-3155	Phone	502/627-3681
E-Mail	WILLIAM.WOODARD@LGE-KU.COM	E-Mail	SUSAN.LYONS@LGE-KU.COM
Cell Phone	N/A	Cell Phone	N/A
Pager	N/A	Pager	N/A

Comments : Please forward all purchase orders and/or contracts to Susan Lyons. Oracle does not automatically forward.

**Strothman and Company**  
*Certified Public Accountants and Advisors*  
1600 Waterfront Plaza  
325 West Main Street  
Louisville, KY 40202  
502 585 1600

March 18, 2015



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 years ended and ending December 31, 2014 through 2018, 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, 2014 through 2018, and the related statements of changes in net assets available for benefits for the years then ended, and the related notes to the financial statements for the following entities:

1. LG&E and KU Savings Plan
2. Louisville Gas and Electric Company Bargaining Employees' Savings Plan
3. LG&E and KU 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, 2014 and 2018, and the related statements of changes in benefit obligations and net assets available for benefits for the years then ended for the following entity:

LG&E and KU 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.

#### **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. We will issue a written report upon completion of our audit of the plan's financial statements. Our report will be addressed to the PPL Corporation Employee Benefits Plan Board. We cannot provide assurance that a limited-scope disclaimer of opinion as permitted by Regulation 2520.103-8 of the DOL's Rules and Regulations for Reporting and Disclosure under ERISA will be expressed. Circumstances may arise in which it is necessary for us to make further modifications to our report, such as adding an emphasis-of-matter or other-matter paragraph. 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 "Audit Objective" section, 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.

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.

### **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.

You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferable from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services; and accept responsibility for them

#### **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 and 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.

Our audit fees will be as follows:

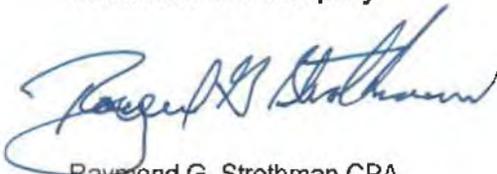
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
LG&E and KU Savings Plan	\$ 6,900	\$ 7,100	\$ 7,300	\$ 7,500	\$ 7,700
Louisville Gas and Electric Bargaining Employees' Savings Plan	6,900	7,100	7,300	7,500	7,700
LG&E and KU Retirement Plan	6,300	6,500	6,700	6,900	7,100
Louisville Gas and Electric Bargaining Employees' Retirement Plan	6,300	6,500	6,700	6,900	7,100
LG&E and KU Retiree Medical Continuation Plan	<u>5,800</u>	<u>6,200</u>	<u>6,400</u>	<u>6,600</u>	<u>6,800</u>
	<u>\$ 32,200</u>	<u>\$ 33,400</u>	<u>\$ 34,400</u>	<u>\$ 35,400</u>	<u>\$ 36,400</u>

Our invoices 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**

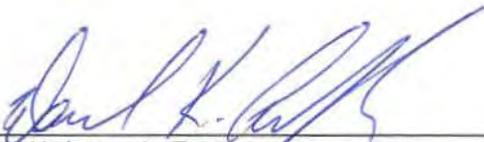


Raymond G. Strothman CPA

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

Date

3-30-15



Centre Square East  
1500 Market Street  
Philadelphia, PA 19102-4790

T +215 246 6000

PRIVATE AND CONFIDENTIAL

March 28, 2013

Mr. Kent Blake  
LG&E and KU Chief Financial Officer  
220 W Main St  
Louisville, KY 40202

Dear Kent:

**2013 SCOPE OF WORK FOR ACTUARIAL VALUATION RELATED SERVICES FOR PPL CORPORATION SUBSIDIARIES LG&E and KU SERVICES COMPANY ("LKS"), LOUISVILLE GAS AND ELECTRIC COMPANY ("LG&E"), KENTUCKY UTILITIES COMPANY ("KU") AND WESTERN KENTUCKY ENERGY CORP ("WKE").**

This agreement documents the Scope of Work agreed between LG&E and KU Energy LLC ("LKE" or "you") and Towers Watson Pennsylvania Inc. ("Towers Watson," "we" or "us") whereby Towers Watson will provide certain consulting services on a year to year basis as described herein ("Services") to LKE. Towers Watson and LKS agree that this Scope of Work shall be governed by the terms and conditions set forth in the Master Consulting Services Agreement dated December 7, 2007 between Towers Watson (then known as Towers Perrin) and PPL Corporation (the "Master Agreement") as if LKE is PPL Corporation. The terms and conditions of the Master Agreement are hereby incorporated by reference in this Scope of Work as if fully set forth herein. PPL Corporation is not a party to this Scope of Work and reference to the Master Agreement herein does not cause LKE or any subsidiary of LKE to become party to any other scope of work under the Master Agreement. Capitalized terms used but not defined in this Scope of Work shall have the meanings ascribed to them in the Master Agreement.

Please review this Scope of Work, and unless you have questions or concerns we need to address, indicate your acceptance by having an appropriate representative of LKE sign the enclosed copy and return it promptly to me.

1. **Services** – Towers Watson shall perform Valuation and Retirement Consulting Services as described below for all of the plans listed on Page 2 of the Attachment to this Scope of Work dated March 28, 2013 (the "Attachment") which is hereby incorporated in this Scope of Work by reference. All references to "PPL" in the Attachment shall be read as references to LKE.

This Scope of Work covers both "Core Valuation Services" as well as "Ad Hoc Consulting Services" for these plans, as defined below:

- Core Valuation Services are those described in the first column ("Included in Fixed Fee") on Pages 3-7 of the Attachment.



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- Ad Hoc Consulting Services are all other retirement plan related services, including those described in the second column ("Not Included in Fixed Fee") on Pages 3-7 of the Attachment.

We expect to provide these Services on a year to year basis. Any changes in the Services to be provided during any particular year will be confirmed in writing by you and us prior to our performance of the Services.

2. **Fees and Expenses** – PPL will compensate Towers Watson as follows:

- On a fixed fee basis for Core Valuation Services. The fixed fee for Core Valuation Services in 2013 is [REDACTED]. Subsequent documentation will include the splits among the plans and an initial suggestion for the trust and non-trust allocations. Fixed fees for subsequent years will be provided prior to the close of the preceding year.

- On a time and expense basis for Ad Hoc Consulting Services. [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

- 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).

## CONFIDENTIAL INFORMATION REDACTED

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



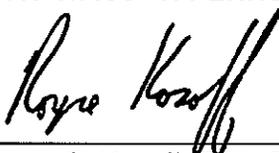
LKE Subsidiaries and LKE may disclose work product provided by Towers Watson under this Scope of Work to one another.

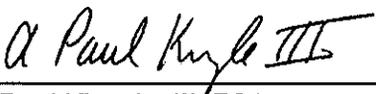
In the event of any conflict or inconsistency between the terms of this Scope of Work and the terms of the Master Agreement, the terms of this Scope of Work shall prevail as to the Services performed pursuant to this Scope of Work whether or not documented in this Scope of Work. Except as expressly modified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

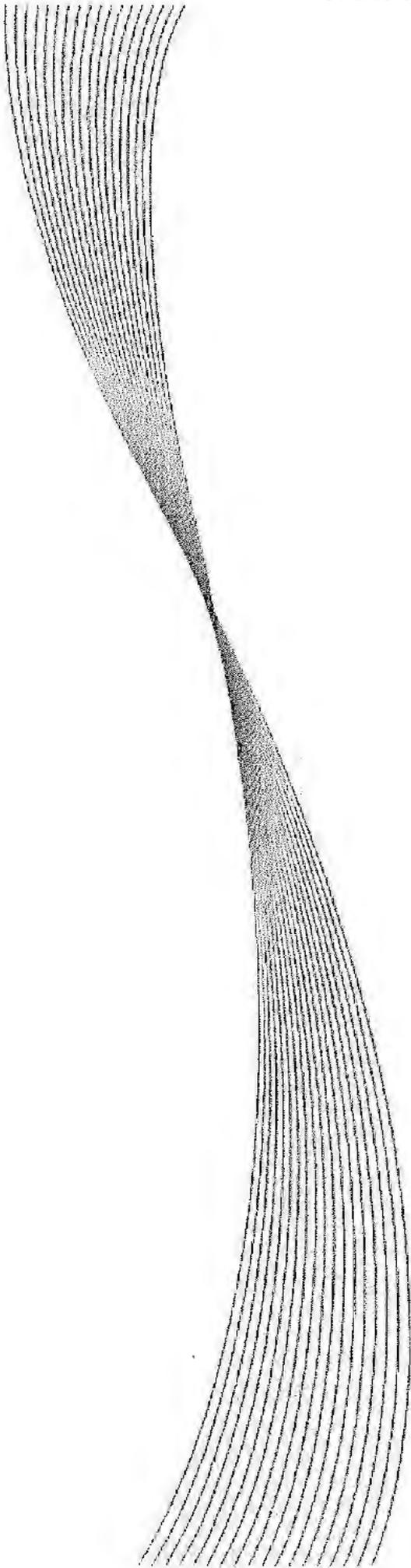
By:   
Royce S. Kosoff, FSA, CFA  
Senior Consultant

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)

- | <b>• Included in Fixed Fee*</b>   | <b>• Not Included in Fixed Fee</b>  |
|---|---|
| <ul style="list-style-type: none"> <li>• 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"> <li>— including necessary “double corridor” calculations</li> <li>— including alternative expense calculations used for deferred tax credit due to retiree medical tax-free subsidy under Medicare Modernization Act</li> </ul> </li> <li>• One annual expense budget estimate for each plan</li> <li>• Actuarial reports                             <ul style="list-style-type: none"> <li>— combined with funding reports for each qualified pension plan</li> <li>— one management summary letter for all SERP plans</li> <li>— one letter report for each retiree welfare and postemployment benefit plan</li> </ul> </li> <li>• Accounting cost allocations among four LG&amp;E and KU companies</li> </ul> | <ul style="list-style-type: none"> <li>• Analysis/impact of alternative:                             <ul style="list-style-type: none"> <li>— actuarial assumptions (other than routine analysis from baseline assumptions)</li> <li>— accounting strategies/methods such as asset valuation method or corridor amortization approaches</li> <li>— plan design changes</li> <li>— workforce adjustments or reductions</li> </ul> </li> <li>• Detailed projections/forecasts of future accounting results (beyond 1-year budgets included in fixed fee)</li> <li>• BOND: Link discount rate setting, including annual adjustments and additional auditor training</li> <li>• Any special curtailment or settlement accounting</li> <li>• Early estimates of “other comprehensive income” calculations provided prior to conclusion of disclosure (if necessary)</li> <li>• Analysis of impact of changes in accounting rules or standards</li> </ul> |

\* 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

## 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”.

**PPL Corporation – LG&E and KU Energy LLC**  
**2016 Consulting Services**  
**Scope of Work**  
**November 2015**

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<b>Project Name</b>	2016 Consulting Services
<b>Project Category</b>	Retirement
<b>Fees</b>	<p>Estimated Time and Expense fees to be approximately [REDACTED] to [REDACTED]</p> <ul style="list-style-type: none"> <li>• See attached comprehensive fee schedule for additional details.</li> <li>• Actual fees to be based on services needed, and will be detailed on billing exhibit.</li> <li>• Represents [REDACTED] decrease in low end of range, and [REDACTED] decrease in high end of range, compared to 2015.</li> </ul> <p>Fixed Fee for 2016 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> <ul style="list-style-type: none"> <li>• Fee has been decreased from [REDACTED] in 2015 to reflect the termination of the WKE Bargaining Plan (i.e core valuation services are not expected to be required in 2016)</li> <li>• Should a full valuation of the WKE Bargaining Plan be needed in 2016, the fixed fee will remain [REDACTED] for 2016.</li> <li>• Should the termination of the WKE Bargaining Plan be completed in 2015 but assets still remain in the trust in 2016, ad hoc regulatory requirements will be completed on a time and expense basis under the attached comprehensive fee schedule.</li> </ul>
<b>Timing</b>	January 2016 through January 2016
<b>Services:</b>	<ul style="list-style-type: none"> <li>• 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&amp;E and KU Service Company (“LKS”), Louisville Gas and Electric Company (“LG&amp;E”), Kentucky Utilities Company (“KU”) and Western Kentucky Energy Corp. (“WKE”) and shall be performed in accordance with such document</li> <li>• Please see attached comprehensive fee schedule for additional details regarding expected services and estimated fee ranges</li> </ul>
<b>Fees, Invoicing and Payment Terms:</b>	<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>

PPL Corporation – LG&E and KU Energy LLC
2016 Consulting Services
Scope of Work
November 2015

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 1.0% 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 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: [Signature of Royce S. Kosoff]

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

Print Name: Royce S. Kosoff, FSA, EA, CFA

Print Name: \_\_\_\_\_

Print Title: Senior Consulting Actuary

Print Title: \_\_\_\_\_

Date: November 24, 2015

Date: \_\_\_\_\_

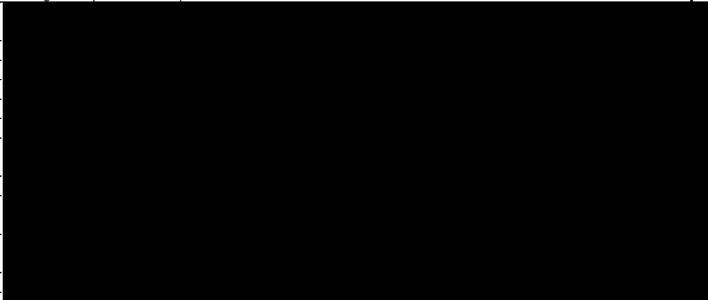
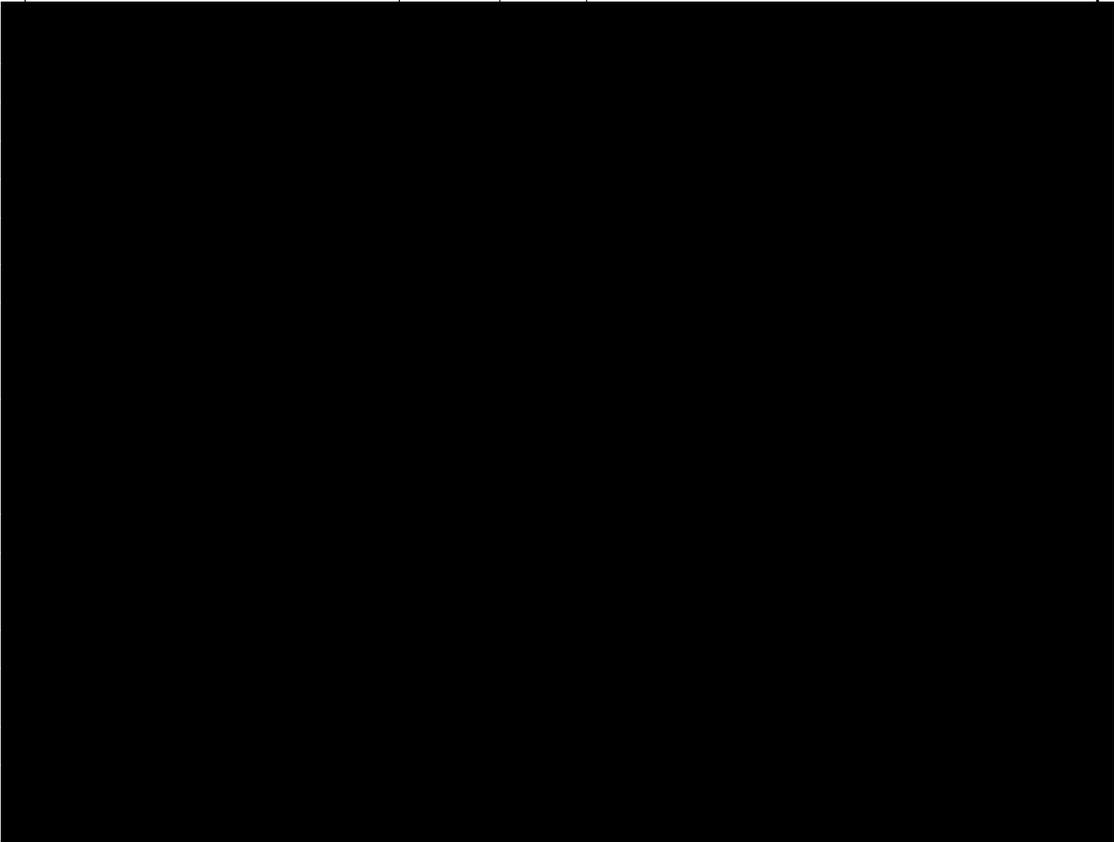
By: [Signature of Jennifer A. Della Pietra]

Print Name: Jennifer A. Della Pietra, ASA, EA

Print Title: Senior Consulting Actuary

Date: November 24, 2015

CONFIDENTIAL INFORMATION REDACTED

PPL Corporation			
LKE Retirement Plan Services for Calendar Year 2016			
	Estimated Fee Range		Comments
	High	Low	
Core Valuation Services Fixed Fee			
Non-Core Valuation Services Time and Expense Fees			

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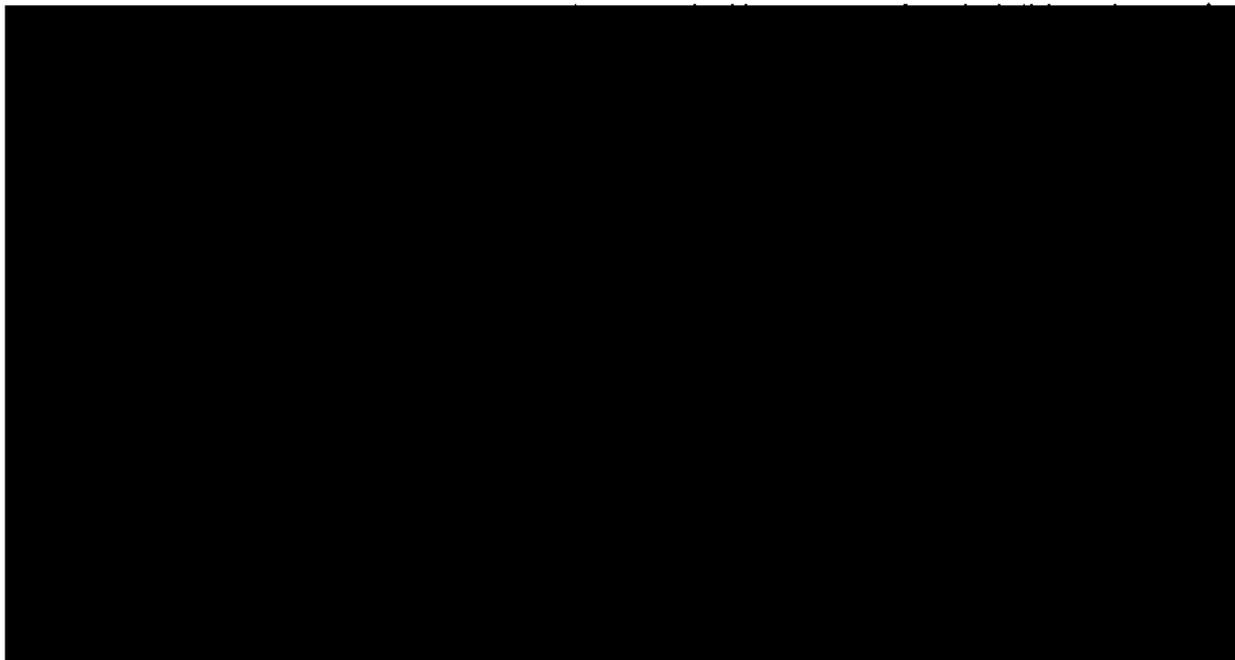
<b>PPL Corporation</b>			
<b>LKE Retirement Plan Services for Calendar Year 2016</b>			
		Estimated Fee Range	Comments
		High	Low
Other Projects			
[REDACTED]			
Fidelity Implementation Support			
[REDACTED]			
Total Time and Expense Fees		[REDACTED]	
Total Fixed Fee		[REDACTED]	

CONFIDENTIAL INFORMATION REDACTED

Contract No. 10661  
Statement of Work # 2016

**STATEMENT OF WORK #2016**

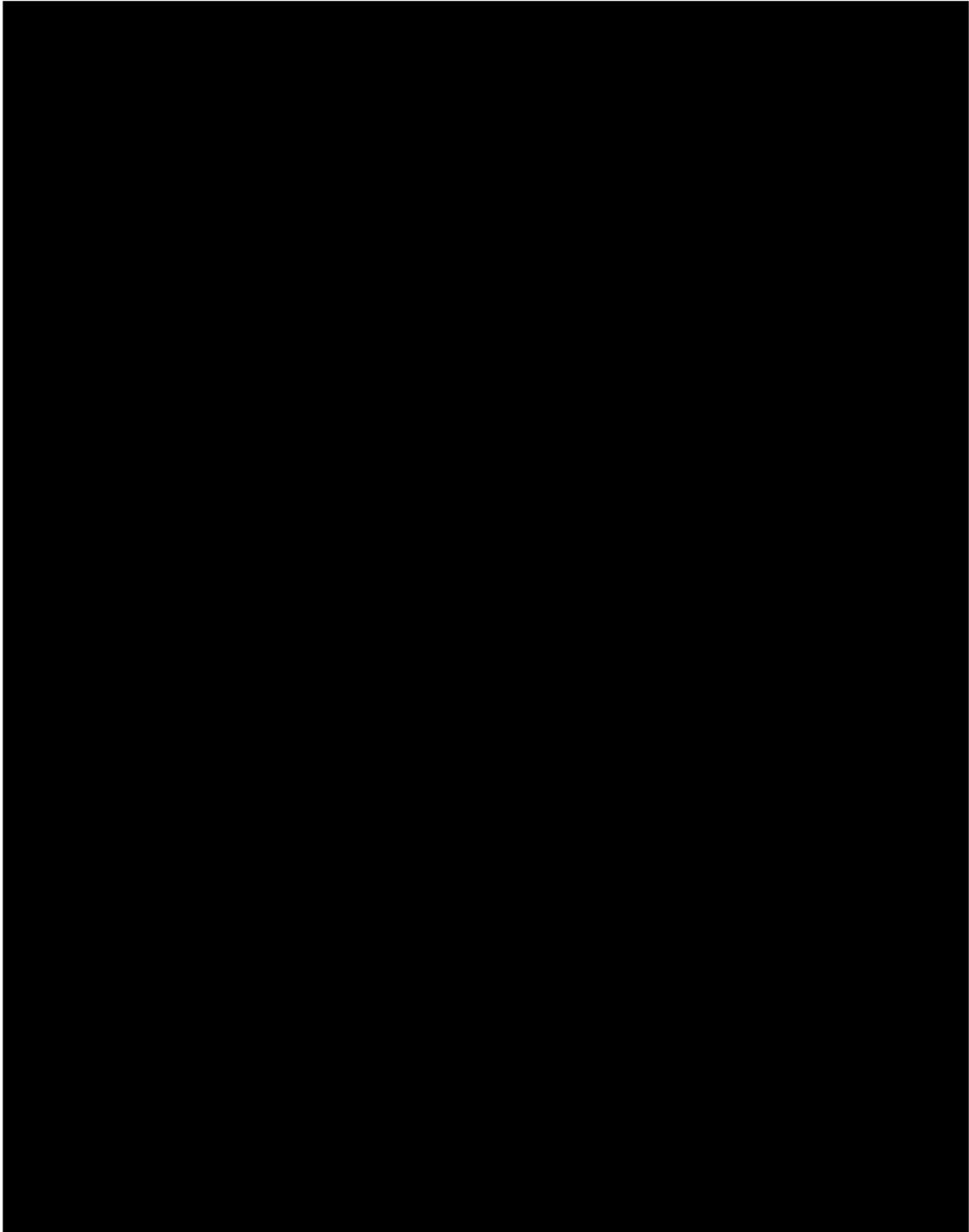
This **STATEMENT OF WORK #2016** incorporates and is made pursuant to the Master Consulting Services Agreement by and between LG&E and KU Energy LLC, ("**LG&E and KU**"), whose address is 220 West Main Street, Louisville, Kentucky 40202, and Mercer (US) Inc. ("**Mercer**"), whose address is 400 West Market Street, Suite 700, Louisville, Kentucky 40202 effective as of January 1, 2008, as amended (the "**Agreement**"). LG&E and KU and Mercer are collectively referred to herein as the "**Parties**", and each, a "**Party**".



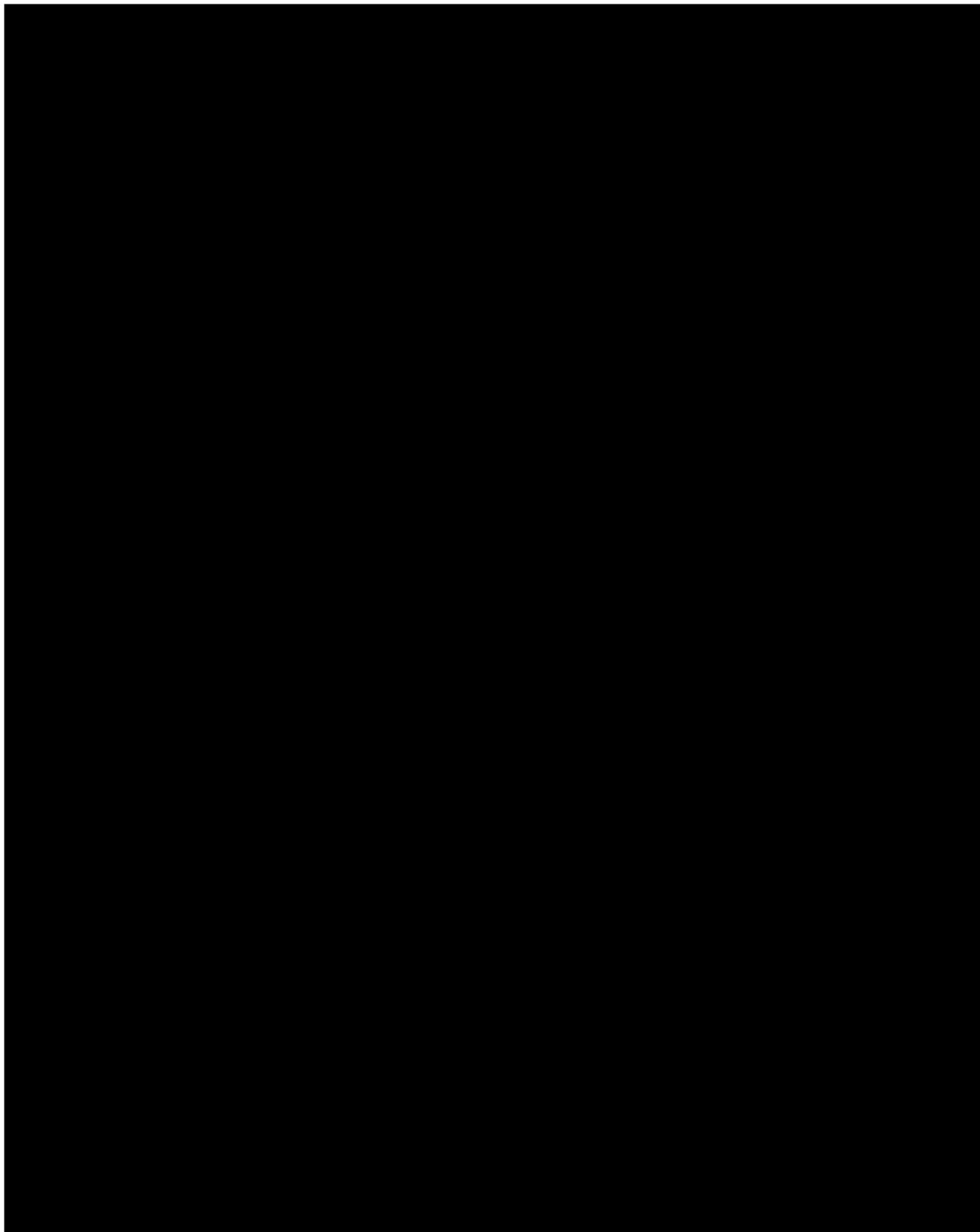
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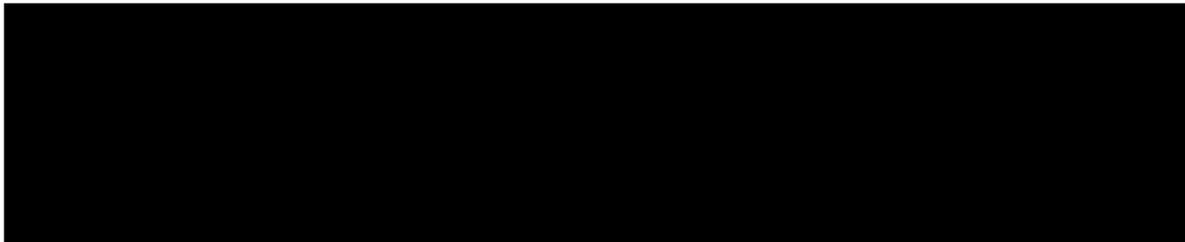
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Total	[REDACTED]



CONFIDENTIAL INFORMATION REDACTED

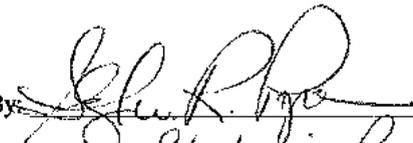


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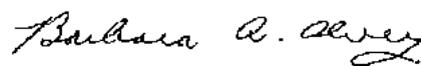
IN WITNESS WHEREOF, the parties have entered into this Statement of Work as of the date written above.

LG&E and KU Energy LLC

By:   
Print Name: Stephanie R. Pryor  
Title: Manager Supply Chain Corporate

Mercer (US) Inc

By:

  
Print Name: Barbara A. Alvey  
Title: Partner

**AMENDMENT NO. 7 TO CONTRACT NO. 10661**

Amendment No. 7 to Contract No. 10661, dated December 31, 2015 (this "Amendment #7"), between LG&E and KU Energy LLC, ("LG&E and KU"), whose address is 220 West Main Street, Louisville, Kentucky 40202, and Mercer (US) Inc. ("Mercer"), whose address is 400 West Market Street, Suite 700, Louisville, Kentucky 40202. LG&E and KU and Mercer are collectively referred to herein as the "Parties", and each, a "Party".

WHEREAS, the Parties have entered into a Master Consulting Services Agreement effective as of January 1, 2008 (the "Master Agreement"), such Master Agreement has been amended by Amendment No. 1 effective as of January 1, 2010, Amendment No. 2 effective as of January 1, 2011, Amendment No. 3 effective as of January 1, 2012 ("Amendment #3"), Amendment No. 4 effective as of January 1, 2013, Amendment No. 5 effective as of November 26, 2013, and Amendment No. 6 effective as of December 1, 2014, (collectively referred to as the "Amendments" and each individually as an "Amendment"). The Amendments and the Master Agreement are collectively referred to herein as the "Existing Agreement"; and

WHEREAS, the Parties hereto desire to amend the Existing Agreement to confirm the treatment of the Amendments and clarify the process for executing a SOW, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment #7 have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

2.1. Section 1(a) of the Existing Agreement is hereby amended and modified in its entirety to read as follows:

"Services. Services shall, in general and as described in more detail in a Statement of Work ("SOW"), consist of actuarial and consulting services to LG&E and KU (the "Services"). The SOW shall be in substantially the same form as Exhibit A attached hereto. Each SOW, while substantially the same as the form Exhibit A, may be modified as deemed appropriate by the Parties without impacting the effectiveness of such SOW. 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 LG&E and KU 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."

2.2. Section 1(c) of the Existing Agreement is hereby amended and modified in its entirety to read as follows:

"This Agreement shall become effective as January 1, 2008 and continue in effect through the completion of any SOW, unless terminated earlier pursuant to this Agreement. LG&E and KU make 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 and nature set forth in this Agreement."

2.3. A new Section 4(y) is hereby added to the Existing Agreement as follows:

"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 each SOW."

2.4. Exhibit A of the Existing Agreement is hereby amended and modified in its entirety to read as the Exhibit A attached hereto. Although Exhibit A of the Existing Agreement is being amended and modified by this Amendment #7, such Amendment #7 does not modify or alter the Parties' obligations or rights under the original Exhibit A to the Master Agreement or Amendments.

2.5. Exhibit B "Terms and Conditions Governing Health & Benefits Services" of the Existing Agreement is amended to include additional terms and conditions as follows:

"5. Mercer is unable to provide insurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Mercer or its Affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

6. 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."

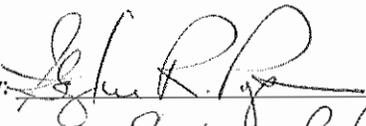
3. Treatment of Amendments. The Parties entered into each Amendment to extend the term for performance of services and related pricing. Each Amendment is hereby deemed a separate SOW. The term for each SOW (formerly referred to as an Amendment) shall be the date the SOW was entered into and effective as of through the end date set forth on the SOW.
4. Amendment No. 3. As of the Effective Date (defined below), the Existing Agreement is hereby amended to include the language from Sections 1.3 and 1.4 of Amendment #3.
5. Date of Effectiveness; Limited Effect. This Amendment #7 will be deemed effective as of December 31, 2015 (the "Effective Date"). Except as expressly provided in this Amendment #7, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Existing Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in

connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment #7.

6. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:
- 6.1. It has the full right, power and authority to enter into this Amendment #7 and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment #7.
  - 6.2. The execution of this Amendment #7 by the individual whose signature is set forth at the end of this Amendment #7 on behalf of such Party, and the delivery of this Amendment #7 by such Party, have been duly authorized by all necessary action on the part of such Party.
  - 6.3. This Amendment #7 has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.
  - 6.4. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE EXISTING AGREEMENT AND IN THIS SECTION 6 OF THIS AMENDMENT #7, (A) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 6.
7. Miscellaneous.
- 7.1. This Amendment #7 is governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions of such State.
  - 7.2. This Amendment #7 shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.
  - 7.3. The headings in this Amendment #7 are for reference only and do not affect the interpretation of this Amendment #7.
  - 7.4. This Amendment #7 may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment #7 electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment #7.
  - 7.5. This Amendment #7 constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment #7 as of the date first written above.

**LG&E and KU Energy LLC**

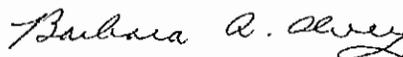
By: 

Print Name: Stephanie R. Pryor

Title: Manager Supply Chain Corporate

**Mercer (US) Inc.**

By:



Print Name: Barbara A. Alvey

Title: Partner

QDRO Consultants Company  
3071 Pearl 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 BRISA 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 ERISA 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 
    - 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.

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- 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.

**Mall or deliver the original invoice to:**

**Attn: Pat Ennis, 16<sup>th</sup> 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.

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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.

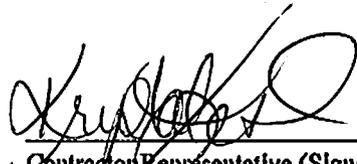
If you have any questions please feel free to contact me at the telephone number listed below.

Respectfully,

Courtney Thompson  
Sourcing Leader  
Corporate Purchasing  
(502) 627-2390  
(503)

  
\_\_\_\_\_  
William Woodard

Manager, Supply Chain Corporate  
3.26.2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Contractor Representative (Signature)

Title:  
Krystal Lendon  
\_\_\_\_\_  
Contractor Representative (Print)

4/10/13  
\_\_\_\_\_  
Date

34-1820650  
\_\_\_\_\_  
(Federal Tax I.D. or Social Security  
Number Required)

Contract No. 19128

**LG&E AND KU SERVICES COMPANY AND/OR AFFILIATES**

This Administrative Services Agreement (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (the "Effective Date") by and between LG&E and KU Services Company, a Kentucky corporation ("Company") and/or its "Affiliates" (as defined below) and QDR Consulting ("Contractor"), a Ohio Limited Liability Co. (Its 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&E 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&E and KU Services Company:** "LG&E 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 acknowledgement, 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 complied, 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

9 | 18

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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 these 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 acknowledges 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 retake as requested, all necessary NERC 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 NERC 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, LG&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 inuring 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;

- 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 Admission 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&E 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 Company to Contractor 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(n) 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-

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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&E and KU Services Company, or the appropriate Affiliate, and shall be addressed as follows (which address either party may change upon five (5) days prior notice to the other party):

To Company:

To Contractor:

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

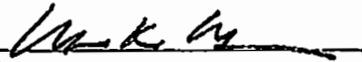
QDR Consultants Co.  
Attn: Krystal Lendon  
3071 Pearl Road  
Medina, OH 44256  
Fax No. 330-722-2735

ARTICLE 23 LIABILITY OF AFFILIATES

Any and all liabilities of LG&E and KU Services Company and its Affiliates under this Agreement shall be several but not joint.

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)

  
Signature

  
Signature

William K. Ward  
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

LG&E and KU Services Company

Contract No. 19128  
Amendment No. 1

**LG&E AND KU SERVICES COMPNAY  
AMENDMENT NO. 1 to  
CONTRACT NO. 19128**

THIS AMENDMENT ("Amendment") is entered into, effective as of December 21, 2015, 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 QDRO Consultants Company, an Ohio corporation ("Contractor"), whose address is 3071 Pearl Road, Medina, Ohio 44256.

**1.0 AMENDMENTS**

1.1 Article 2.0, is hereby amended in its entirety to read as follows:

The Term of this Contract will begin on March 21, 2013, and end on March 20, 2019. 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.

**2.0 STATUS OF CONTRACT**

The Contract shall remain effective as is amended through March 20, 2019.

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**

BY: *[Signature]*  
TITLE: Manager, Corporate Relations  
DATE: 1/6/2016

**QDRO CONSULTANTS COMPANY**

BY: *[Signature]*  
TITLE: Director of Corporate Services  
DATE: 1/6/2016

**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 51**

**Responding Witness: Valerie L. Scott**

- Q-51. 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 51, and all work papers supporting the analysis. At a minimum, the work papers 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-51. See attached. Unique document reference information is maintained in LG&E'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 and is not separately recorded in the Company's accounting records.

Louisville Gas and Electric Company		Schedule 51			
Case No. 2016-00371					
Analysis of Professional Services Expenses					
For the 12 Months Ended <u>October 2016</u>					
Line No.	Item (a)	Rate Case (b)	Annual Audit (c)	Other (d)	Total (e)
1.	Legal	-	-	4,994,403.33	4,994,403.33
2.	Engineering	-	-	249,890.46	249,890.46
3.	Accounting	-	729,172.99	44,820.72	773,993.71
4.	Other	-	-	15,230,767.51	15,230,767.51
5.	Total	-	729,172.99	20,519,882.02	21,249,055.01

**LOUISVILLE GAS AND ELECTRIC COMPANY**  
**Case No. 2016-00371**  
**Analysis of Professional Services Expenses For the most recent 12 month period - October 2016**

(A) Line No.	(B) Type	(C) Vendor Name	(D) Rate Case	(E) Audit	(F) Other	(G) Total	(H) Account	(I) Invoice	(J) Description	(K) Period
1	Legal	ARNOLD & PORTER LLP			21.62	21.62	923900	10212327	PROFESSIONAL SERVICES	Dec-2015
2	Legal	ARNOLD & PORTER LLP			1,302.95	1,302.95	923900	10227125	PROFESSIONAL SERVICES	Jul-2016
3	Legal	BAKER BOTTS LLP			3,143.88	3,143.88	923900	1468500	PROFESSIONAL SERVICES	Dec-2015
4	Legal	BAKER BOTTS LLP			1,689.06	1,689.06	923900	1470521	PROFESSIONAL SERVICES	Dec-2015
5	Legal	BAKER BOTTS LLP			1,342.25	1,342.25	923900	1470522	PROFESSIONAL SERVICES	Dec-2015
6	Legal	BAKER BOTTS LLP			2,840.25	2,840.25	923900	1474778	PROFESSIONAL SERVICES	Dec-2015
7	Legal	BAKER BOTTS LLP			8,910.72	8,910.72	923100	1474780	PROFESSIONAL SERVICES	Dec-2015
8	Legal	BAKER BOTTS LLP			161.88	161.88	923900	1482223	PROFESSIONAL SERVICES	Mar-2016
9	Legal	BAKER BOTTS LLP			3,234.00	3,234.00	923100	1482224	PROFESSIONAL SERVICES	Mar-2016
10	Legal	BAKER BOTTS LLP			23,152.50	23,152.50	923100	1484414	PROFESSIONAL SERVICES	Mar-2016
11	Legal	BAKER BOTTS LLP			10,468.50	10,468.50	923100	1488461	PROFESSIONAL SERVICES	Mar-2016
12	Legal	BAKER BOTTS LLP			441.00	441.00	923100	1496283	PROFESSIONAL SERVICES	May-2016
13	Legal	BAKER BOTTS LLP			1,558.02	1,558.02	923100	1500206	PROFESSIONAL SERVICES	Jul-2016
14	Legal	BAKER BOTTS LLP			1,499.61	1,499.61	923900	1502896	PROFESSIONAL SERVICES	Jul-2016
15	Legal	BAKER BOTTS LLP			367.50	367.50	923100	1507952	PROFESSIONAL SERVICES	Aug-2016
16	Legal	BAKER BOTTS LLP			9,702.00	9,702.00	923100	1511428	PROFESSIONAL SERVICES	Oct-2016
17	Legal	BAKER BOTTS LLP			7,518.00	7,518.00	923100	1515662	PROFESSIONAL SERVICES	Oct-2016
18	Legal	BAKER BOTTS LLP			20,390.74	20,390.74	923100	1519362	PROFESSIONAL SERVICES	Oct-2016
19	Legal	BAKER BOTTS LLP			(3,211.25)	(3,211.25)	923900	Reverses "J705-0020-1015 Adjustment USD"02-NOV-2015 09:29:59	Legal Accrual, Invoice 1468500	Nov-2015
20	Legal	BALCH AND BINGHAM LLP			2,064.00	2,064.00	923100	590454	PROFESSIONAL SERVICES	Jan-2016
21	Legal	BALCH AND BINGHAM LLP			3,096.00	3,096.00	923100	591136	PROFESSIONAL SERVICES	Jan-2016
22	Legal	BALCH AND BINGHAM LLP			129.00	129.00	923100	592335	PROFESSIONAL SERVICES	Feb-2016
23	Legal	BANCROFT ASSOCIATES PLLC			31,625.00	31,625.00	923100	11212	PROFESSIONAL SERVICES	Feb-2016
24	Legal	BANCROFT ASSOCIATES PLLC			93,245.41	93,245.41	923100	11214	PROFESSIONAL SERVICES	Apr-2016
25	Legal	BANCROFT ASSOCIATES PLLC			21,543.75	21,543.75	923100	11342	PROFESSIONAL SERVICES	Apr-2016
26	Legal	BANCROFT ASSOCIATES PLLC			18,481.50	18,481.50	923900	12195	PROFESSIONAL SERVICES	Oct-2016
27	Legal	BARNES AND THORNBURG LLP			109.00	109.00	923100	1823021	PROFESSIONAL SERVICES	Dec-2015
28	Legal	BARNES AND THORNBURG LLP			(118.00)	(118.00)	923100	Reverses "J705-0020-1015 Adjustment USD"02-NOV-2015 09:29:59	Legal Accrual, Invoice 1823021	Nov-2015
29	Legal	BINGHAM GREENBAUM DOLL PLLC			1,495.00	1,495.00	923100	4346417	PROFESSIONAL SERVICES	Dec-2015
30	Legal	BINGHAM GREENBAUM DOLL PLLC			130.00	130.00	923100	4349410	PROFESSIONAL SERVICES	Jan-2016
31	Legal	BROWN WILLIAMS MOORHEAD AND QUINN INC			325.50	325.50	923900	BWMQ040816	PROFESSIONAL SERVICES	Jun-2016
32	Legal	BRYAN CAVE LLP			435.38	435.38	923900	10551436	PROFESSIONAL SERVICES	May-2016
33	Legal	BRYAN CAVE LLP			382.58	382.58	923900	10561451	PROFESSIONAL SERVICES	Jun-2016
34	Legal	C W DESIGNS INC			1,553.02	1,553.02	923900	CWDESI091916	ARBITRATOR FEES (Mitchell B Goldberg's arbitrator practice runs through C.W. Designs, Inc.)	Sep-2016
35	Legal	DAVID L BECKMAN			232.75	232.75	923900	DAVIDL030816	PROFESSIONAL SERVICES	Mar-2016
36	Legal	DICKINSON WRIGHT PLLC			243.00	243.00	923100	1036587	PROFESSIONAL SERVICES	Dec-2015
37	Legal	DICKINSON WRIGHT PLLC			1,152.00	1,152.00	923100	1044334	PROFESSIONAL SERVICES	Dec-2015
38	Legal	DICKINSON WRIGHT PLLC			39.00	39.00	923100	1052077	PROFESSIONAL SERVICES	Feb-2016
39	Legal	DICKINSON WRIGHT PLLC			138.00	138.00	923100	1057005	PROFESSIONAL SERVICES	Mar-2016
40	Legal	DICKINSON WRIGHT PLLC			184.50	184.50	923100	1065094	PROFESSIONAL SERVICES	Apr-2016
41	Legal	DICKINSON WRIGHT PLLC			341.86	341.86	923100	1070527	PROFESSIONAL SERVICES	May-2016
42	Legal	DICKINSON WRIGHT PLLC			165.00	165.00	923100	1077742	PROFESSIONAL SERVICES	May-2016
43	Legal	DICKINSON WRIGHT PLLC			52.50	52.50	923100	1083662	PROFESSIONAL SERVICES	Jun-2016
44	Legal	DICKINSON WRIGHT PLLC			39.00	39.00	923100	1098237	PROFESSIONAL SERVICES	Aug-2016
45	Legal	DINSMORE AND SHOHL LLP			9,550.28	9,550.28	923900	3419993	PROFESSIONAL SERVICES	Dec-2015
46	Legal	DINSMORE AND SHOHL LLP			1,599.40	1,599.40	923100	3448143	PROFESSIONAL SERVICES	Nov-2015
47	Legal	DINSMORE AND SHOHL LLP			31.50	31.50	923100	3450258	PROFESSIONAL SERVICES	Dec-2015
48	Legal	DINSMORE AND SHOHL LLP			233.10	233.10	923900	3450265	PROFESSIONAL SERVICES	Dec-2015
49	Legal	DINSMORE AND SHOHL LLP			715.90	715.90	923100	3450288	PROFESSIONAL SERVICES	Dec-2015
50	Legal	DINSMORE AND SHOHL LLP			839.49	839.49	923900	3450289	PROFESSIONAL SERVICES	Dec-2015
51	Legal	DINSMORE AND SHOHL LLP			3,720.75	3,720.75	923900	3452672	PROFESSIONAL SERVICES	Dec-2015
52	Legal	DINSMORE AND SHOHL LLP			9,531.83	9,531.83	923100	3464834	PROFESSIONAL SERVICES	Nov-2015
53	Legal	DINSMORE AND SHOHL LLP			963.50	963.50	923100	3464835	PROFESSIONAL SERVICES	Nov-2015
54	Legal	DINSMORE AND SHOHL LLP			1,041.40	1,041.40	923100	3464837	PROFESSIONAL SERVICES	Nov-2015
55	Legal	DINSMORE AND SHOHL LLP			2,303.00	2,303.00	923100	3464838	PROFESSIONAL SERVICES	Nov-2015
56	Legal	DINSMORE AND SHOHL LLP			893.03	893.03	923900	3471116	PROFESSIONAL SERVICES	Dec-2015
57	Legal	DINSMORE AND SHOHL LLP			1,192.50	1,192.50	923100	3471179	PROFESSIONAL SERVICES	Dec-2015
58	Legal	DINSMORE AND SHOHL LLP			4,044.60	4,044.60	923100	3471189	PROFESSIONAL SERVICES	Dec-2015
59	Legal	DINSMORE AND SHOHL LLP			1,928.78	1,928.78	923900	3471192	PROFESSIONAL SERVICES	Dec-2015
60	Legal	DINSMORE AND SHOHL LLP			1,397.55	1,397.55	923900	3471272	PROFESSIONAL SERVICES	Dec-2015
61	Legal	DINSMORE AND SHOHL LLP			3,871.88	3,871.88	923900	3473783	PROFESSIONAL SERVICES	Dec-2015
62	Legal	DINSMORE AND SHOHL LLP			222.50	222.50	923100	3480215	PROFESSIONAL SERVICES	Dec-2015
63	Legal	DINSMORE AND SHOHL LLP			731.50	731.50	923100	3480217	PROFESSIONAL SERVICES	Jan-2016
64	Legal	DINSMORE AND SHOHL LLP			33.08	33.08	923900	3486266	PROFESSIONAL SERVICES	Mar-2016
65	Legal	DINSMORE AND SHOHL LLP			4,809.60	4,809.60	923100	3486376	PROFESSIONAL SERVICES	Feb-2016
66	Legal	DINSMORE AND SHOHL LLP			1,057.50	1,057.50	923100	3495234	PROFESSIONAL SERVICES	Jan-2016
67	Legal	DINSMORE AND SHOHL LLP			693.50	693.50	923100	3495235	PROFESSIONAL SERVICES	Jan-2016
68	Legal	DINSMORE AND SHOHL LLP			142.07	142.07	923900	3501545	PROFESSIONAL SERVICES	Mar-2016
69	Legal	DINSMORE AND SHOHL LLP			25.74	25.74	923900	3501563	PROFESSIONAL SERVICES	Mar-2016
70	Legal	DINSMORE AND SHOHL LLP			4,809.75	4,809.75	923900	3501816	PROFESSIONAL SERVICES	Feb-2016
71	Legal	DINSMORE AND SHOHL LLP			18,332.20	18,332.20	923100	3512375	PROFESSIONAL SERVICES	Feb-2016
72	Legal	DINSMORE AND SHOHL LLP			377.80	377.80	923100	3512376	PROFESSIONAL SERVICES	Feb-2016
73	Legal	DINSMORE AND SHOHL LLP			1,201.70	1,201.70	923100	3512377	PROFESSIONAL SERVICES	Feb-2016
74	Legal	DINSMORE AND SHOHL LLP			2,521.90	2,521.90	923100	3513256	PROFESSIONAL SERVICES	Mar-2016
75	Legal	DINSMORE AND SHOHL LLP			907.50	907.50	923900	3519424	PROFESSIONAL SERVICES	Mar-2016
76	Legal	DINSMORE AND SHOHL LLP			63.00	63.00	923100	3519571	PROFESSIONAL SERVICES	Apr-2016
77	Legal	DINSMORE AND SHOHL LLP			8,038.39	8,038.39	923100	3519572	PROFESSIONAL SERVICES	Apr-2016
78	Legal	DINSMORE AND SHOHL LLP			168.48	168.48	923900	3519575	PROFESSIONAL SERVICES	Apr-2016
79	Legal	DINSMORE AND SHOHL LLP			551.80	551.80	923100	3527136	PROFESSIONAL SERVICES	Mar-2016
80	Legal	DINSMORE AND SHOHL LLP			1,022.70	1,022.70	923100	3527137	PROFESSIONAL SERVICES	Mar-2016
81	Legal	DINSMORE AND SHOHL LLP			2,209.50	2,209.50	923100	3527139	PROFESSIONAL SERVICES	May-2016

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
82	Legal	DINSMORE AND SHOHL LLP	1,629.50	1,629.50	923100	3527995	PROFESSIONAL SERVICES	Apr-2016
83	Legal	DINSMORE AND SHOHL LLP	1,629.50	1,629.50	923100	3527995	PROFESSIONAL SERVICES-COD	Aug-2016 (1)
84	Legal	DINSMORE AND SHOHL LLP	4,333.50	4,333.50	923100	3527996	PROFESSIONAL SERVICES	Apr-2016
85	Legal	DINSMORE AND SHOHL LLP	1,335.80	1,335.80	923100	3528912	PROFESSIONAL SERVICES	Apr-2016
86	Legal	DINSMORE AND SHOHL LLP	672.53	672.53	923900	3528920	PROFESSIONAL SERVICES	Apr-2016
87	Legal	DINSMORE AND SHOHL LLP	6,268.80	6,268.80	923100	3528923	PROFESSIONAL SERVICES	Apr-2016
88	Legal	DINSMORE AND SHOHL LLP	215.60	215.60	923900	3528927	PROFESSIONAL SERVICES	Apr-2016
89	Legal	DINSMORE AND SHOHL LLP	34,128.50	34,128.50	923100	3531980	PROFESSIONAL SERVICES	May-2016
90	Legal	DINSMORE AND SHOHL LLP	52,926.50	52,926.50	923100	3531981	PROFESSIONAL SERVICES	May-2016
91	Legal	DINSMORE AND SHOHL LLP	63.00	63.00	923100	3534778	PROFESSIONAL SERVICES	May-2016
92	Legal	DINSMORE AND SHOHL LLP	1,932.30	1,932.30	923100	3534780	PROFESSIONAL SERVICES	May-2016
93	Legal	DINSMORE AND SHOHL LLP	3,766.05	3,766.05	923900	3534784	PROFESSIONAL SERVICES	Apr-2016
94	Legal	DINSMORE AND SHOHL LLP	90.75	90.75	923900	3535561	PROFESSIONAL SERVICES	Jun-2016
95	Legal	DINSMORE AND SHOHL LLP	967.70	967.70	923100	3546095	PROFESSIONAL SERVICES	May-2016
96	Legal	DINSMORE AND SHOHL LLP	258.50	258.50	923100	3546096	PROFESSIONAL SERVICES	May-2016
97	Legal	DINSMORE AND SHOHL LLP	779.90	779.90	923100	3546097	PROFESSIONAL SERVICES	May-2016
98	Legal	DINSMORE AND SHOHL LLP	4,818.20	4,818.20	923100	3546098	PROFESSIONAL SERVICES	May-2016
99	Legal	DINSMORE AND SHOHL LLP	951.40	951.40	923100	3546099	PROFESSIONAL SERVICES	May-2016
100	Legal	DINSMORE AND SHOHL LLP	1,062.50	1,062.50	923100	3550188	PROFESSIONAL SERVICES	Jul-2016
101	Legal	DINSMORE AND SHOHL LLP	9,977.50	9,977.50	923100	3550191	PROFESSIONAL SERVICES	Jul-2016
102	Legal	DINSMORE AND SHOHL LLP	1,278.90	1,278.90	923900	3551033	PROFESSIONAL SERVICES	Jun-2016
103	Legal	DINSMORE AND SHOHL LLP	9,729.37	9,729.37	923100	3551091	PROFESSIONAL SERVICES	Sep-2016
104	Legal	DINSMORE AND SHOHL LLP	1,535.80	1,535.80	923100	3551093	PROFESSIONAL SERVICES	Jun-2016
105	Legal	DINSMORE AND SHOHL LLP	2,841.34	2,841.34	923900	3551096	PROFESSIONAL SERVICES	Jun-2016
106	Legal	DINSMORE AND SHOHL LLP	231.50	231.50	923100	3558211	PROFESSIONAL SERVICES	May-2016
107	Legal	DINSMORE AND SHOHL LLP	611.00	611.00	923100	3558213	PROFESSIONAL SERVICES	May-2016
108	Legal	DINSMORE AND SHOHL LLP	29,499.50	29,499.50	923100	3558737	PROFESSIONAL SERVICES	Jul-2016
109	Legal	DINSMORE AND SHOHL LLP	19,356.52	19,356.52	923100	3577325	PROFESSIONAL SERVICES	Jul-2016
110	Legal	DINSMORE AND SHOHL LLP	413.62	413.62	923900	3577343	PROFESSIONAL SERVICES	Jul-2016
111	Legal	DINSMORE AND SHOHL LLP	3,316.70	3,316.70	923100	3577391	PROFESSIONAL SERVICES	Jul-2016
112	Legal	DINSMORE AND SHOHL LLP	3,335.70	3,335.70	923100	3583250	PROFESSIONAL SERVICES	Jul-2016
113	Legal	DINSMORE AND SHOHL LLP	1,322.50	1,322.50	923100	3583252	PROFESSIONAL SERVICES	Jul-2016
114	Legal	DINSMORE AND SHOHL LLP	377.00	377.00	923100	3583253	PROFESSIONAL SERVICES	Jul-2016
115	Legal	DINSMORE AND SHOHL LLP	4,152.50	4,152.50	923100	3583254	PROFESSIONAL SERVICES	Jul-2016
116	Legal	DINSMORE AND SHOHL LLP	12,898.50	12,898.50	923100	3583864	PROFESSIONAL SERVICES	Jul-2016
117	Legal	DINSMORE AND SHOHL LLP	10,234.00	10,234.00	923100	3593848	PROFESSIONAL SERVICES	Jul-2016
118	Legal	DINSMORE AND SHOHL LLP	221.80	221.80	923100	3593973	PROFESSIONAL SERVICES	Jul-2016
119	Legal	DINSMORE AND SHOHL LLP	2,629.59	2,629.59	923900	3593976	PROFESSIONAL SERVICES	Jul-2016
120	Legal	DINSMORE AND SHOHL LLP	192.50	192.50	923100	3601430	PROFESSIONAL SERVICES	Aug-2016
121	Legal	DINSMORE AND SHOHL LLP	252.50	252.50	923100	3601431	PROFESSIONAL SERVICES	Aug-2016
122	Legal	DINSMORE AND SHOHL LLP	551.25	551.25	923100	3601432	PROFESSIONAL SERVICES	Aug-2016
123	Legal	DINSMORE AND SHOHL LLP	1,782.20	1,782.20	923100	3601433	PROFESSIONAL SERVICES	Aug-2016
124	Legal	DINSMORE AND SHOHL LLP	495.00	495.00	923100	3601435	PROFESSIONAL SERVICES	Aug-2016
125	Legal	DINSMORE AND SHOHL LLP	2,154.50	2,154.50	923900	3608604	PROFESSIONAL SERVICES	Sep-2016
126	Legal	DINSMORE AND SHOHL LLP	24.64	24.64	923900	3611575	PROFESSIONAL SERVICES	Sep-2016
127	Legal	DINSMORE AND SHOHL LLP	36,113.80	36,113.80	923100	3611576	PROFESSIONAL SERVICES	Sep-2016
128	Legal	DINSMORE AND SHOHL LLP	40.72	40.72	923900	3611600	PROFESSIONAL SERVICES	Sep-2016
129	Legal	DINSMORE AND SHOHL LLP	55.00	55.00	923100	3614587	PROFESSIONAL SERVICES	Aug-2016
130	Legal	DINSMORE AND SHOHL LLP	3,691.70	3,691.70	923100	3614589	PROFESSIONAL SERVICES	Aug-2016
131	Legal	DINSMORE AND SHOHL LLP	440.00	440.00	923100	3614591	PROFESSIONAL SERVICES	Aug-2016
132	Legal	DINSMORE AND SHOHL LLP	2,563.50	2,563.50	923100	3614592	PROFESSIONAL SERVICES	Aug-2016
133	Legal	DINSMORE AND SHOHL LLP	601.10	601.10	923100	3614593	PROFESSIONAL SERVICES	Aug-2016
134	Legal	DINSMORE AND SHOHL LLP	306.36	306.36	923900	3614872	PROFESSIONAL SERVICES	Oct-2016
135	Legal	DINSMORE AND SHOHL LLP	24.64	24.64	923900	3620453	PROFESSIONAL SERVICES	Oct-2016
136	Legal	DINSMORE AND SHOHL LLP	71,360.75	71,360.75	923100	3620454	PROFESSIONAL SERVICES	Oct-2016
137	Legal	DINSMORE AND SHOHL LLP	238.68	238.68	923900	3620464	PROFESSIONAL SERVICES	Oct-2016
138	Legal	DINSMORE AND SHOHL LLP	48.84	48.84	923900	3624419	PROFESSIONAL SERVICES	Oct-2016
139	Legal	DINSMORE AND SHOHL LLP	5,091.94	5,091.94	923900	3624444	PROFESSIONAL SERVICES	Oct-2016
140	Legal	DINSMORE AND SHOHL LLP	3,149.13	3,149.13	923100	3632226	PROFESSIONAL SERVICES	Oct-2016
141	Legal	DINSMORE AND SHOHL LLP	1,728.15	1,728.15	923100	3632227	PROFESSIONAL SERVICES	Oct-2016
142	Legal	DINSMORE AND SHOHL LLP	27.50	27.50	923100	3632228	PROFESSIONAL SERVICES	Sep-2016
143	Legal	DINSMORE AND SHOHL LLP	110.00	110.00	923100	3632229	PROFESSIONAL SERVICES	Sep-2016
144	Legal	DINSMORE AND SHOHL LLP	4,585.08	4,585.08	923100	3632231	PROFESSIONAL SERVICES	Oct-2016
145	Legal	DINSMORE AND SHOHL LLP	5,997.42	5,997.42	923900	3634320	PROFESSIONAL SERVICES	Oct-2016
146	Legal	DINSMORE AND SHOHL LLP	5,507.50	5,507.50	923900	3644527	PROFESSIONAL SERVICES	Oct-2016
147	Legal	DINSMORE AND SHOHL LLP	2,140.50	2,140.50	923100	3648576	PROFESSIONAL SERVICES	Oct-2016
148	Legal	DINSMORE AND SHOHL LLP	1,474.00	1,474.00	923100	3648578	PROFESSIONAL SERVICES	Oct-2016
149	Legal	DINSMORE AND SHOHL LLP	2,246.87	2,246.87	923100	3651012	PROFESSIONAL SERVICES	Oct-2016
150	Legal	DINSMORE AND SHOHL LLP	984.00	984.00	923100	3651015	PROFESSIONAL SERVICES	Oct-2016
151	Legal	DINSMORE AND SHOHL LLP	175.00	175.00	923900	27-OCT-2016 07:10 SERV	PROFESSIONAL SERVICES	Oct-2016
152	Legal	DINSMORE AND SHOHL LLP	1,649.75	1,649.75	923100	3480216A	PROFESSIONAL SERVICES	Dec-2015
153	Legal	DINSMORE AND SHOHL LLP	258.31	258.31	923100	3480222A	PROFESSIONAL SERVICES	Dec-2015
154	Legal	DINSMORE AND SHOHL LLP	18,537.65	18,537.65	923100	3527138B	PROFESSIONAL SERVICES	May-2016
155	Legal	DINSMORE AND SHOHL LLP	3,314.60	3,314.60	923100	3558209-1	PROFESSIONAL SERVICES	May-2016
156	Legal	DINSMORE AND SHOHL LLP	2,350.70	2,350.70	923100	3558212-1	PROFESSIONAL SERVICES	May-2016
157	Legal	DINSMORE AND SHOHL LLP	1,521.70	1,521.70	923100	3601434-2	PROFESSIONAL SERVICES	Sep-2016
158	Legal	DINSMORE AND SHOHL LLP	(9,975.70)	(9,975.70)	923900	Reverses "J705-0020-1015 Adjustment USD"02-NOV-2015 09:29:59	Legal Accrual, Invoice 3419993	Nov-2015
159	Legal	DSICOVERY	2,069.18	2,069.18	923100	INV00098587	Catalyst Hibernation (2/1/16 to 2/29/16)	Feb-2016 (2)
160	Legal	DSICOVERY	2,069.18	2,069.18	923100	INV00099050	Catalyst Hibernation (3/1/16 to 3/31/16)	Mar-2016 (2)
161	Legal	DSICOVERY	2,069.18	2,069.18	923100	INV00099480	Catalyst Hibernation (4/1/16 to 4/30/16)	Apr-2016 (2)
162	Legal	DSICOVERY	2,069.18	2,069.18	923100	INV00099887	Catalyst Hibernation (5/1/16 to 5/31/16)	May-2016 (2)
163	Legal	DSICOVERY	2,105.28	2,105.28	923900	INV00097307	Mill Creek Legal Hold for November	Dec-2015
164	Legal	DSICOVERY	2,047.16	2,047.16	923900	INV00098177	2014 rate case storage fee for legal hold	Mar-2016
165	Legal	DSICOVERY	6,389.99	6,389.99	923900	INV00098625	Mill Creek Legal Hold	Mar-2016
166	Legal	DSICOVERY	19.00	19.00	923900	INV00098626	ECR Legal Hold	Mar-2016
167	Legal	DSICOVERY	2,069.18	2,069.18	923900	INV00100321	2014 rate case hibernation for June 2016	Sep-2016

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
168	Legal	DSICOVERY	81,981.71	81,981.71	923100	INV00100710	Cane Run Citizen Suit ediscovery July 2016	Sep-2016
169	Legal	DSICOVERY	2,069.18	2,069.18	923900	INV00100711	2014 rate case hibernation for July 2016	Sep-2016
170	Legal	DSICOVERY	4,905.00	4,905.00	923100	INV00101139	Data collection for Mill Creek action for August 2016	Sep-2016
171	Legal	DSICOVERY	28,469.09	28,469.09	923100	INV00101143	Cane Run data collection August 2016	Sep-2016
172	Legal	E GREGORY GOATLEY ATTORNEY AT LAW	520.00	520.00	923100	2378	PROFESSIONAL SERVICES	Feb-2016
173	Legal	E GREGORY GOATLEY ATTORNEY AT LAW	520.00	520.00	923100	2434	PROFESSIONAL SERVICES	Mar-2016
174	Legal	E GREGORY GOATLEY ATTORNEY AT LAW	1,040.00	1,040.00	923100	2509	PROFESSIONAL SERVICES	Apr-2016
175	Legal	E GREGORY GOATLEY ATTORNEY AT LAW	120.00	120.00	923100	2821	PROFESSIONAL SERVICES	Jul-2016
176	Legal	E GREGORY GOATLEY ATTORNEY AT LAW	60.00	60.00	923100	2917	PROFESSIONAL SERVICES	Aug-2016
177	Legal	FISHER AND PHILLIPS LLP	471.00	471.00	923100	957563	PROFESSIONAL SERVICES	Dec-2015
178	Legal	FISHER AND PHILLIPS LLP	416.00	416.00	923100	957570	PROFESSIONAL SERVICES	Dec-2015
179	Legal	FISHER AND PHILLIPS LLP	67.00	67.00	923100	958625	PROFESSIONAL SERVICES	Dec-2015
180	Legal	FISHER AND PHILLIPS LLP	2,003.00	2,003.00	923100	958628	PROFESSIONAL SERVICES	Dec-2015
181	Legal	FISHER AND PHILLIPS LLP	28.80	28.80	923900	965498	PROFESSIONAL SERVICES	Dec-2015
182	Legal	FISHER AND PHILLIPS LLP	1,312.00	1,312.00	923100	965499	PROFESSIONAL SERVICES	Dec-2015
183	Legal	FISHER AND PHILLIPS LLP	75.38	75.38	923900	965501	PROFESSIONAL SERVICES	Dec-2015
184	Legal	FISHER AND PHILLIPS LLP	2,617.00	2,617.00	923100	972948	PROFESSIONAL SERVICES	Feb-2016
185	Legal	FISHER AND PHILLIPS LLP	1,380.00	1,380.00	923100	972952	PROFESSIONAL SERVICES	Mar-2016
186	Legal	FISHER AND PHILLIPS LLP	5,419.00	5,419.00	923100	978489	PROFESSIONAL SERVICES	Mar-2016
187	Legal	FISHER AND PHILLIPS LLP	197.40	197.40	923900	978814	PROFESSIONAL SERVICES	Mar-2016
188	Legal	FISHER AND PHILLIPS LLP	43.20	43.20	923900	978819	PROFESSIONAL SERVICES	Mar-2016
189	Legal	FISHER AND PHILLIPS LLP	1,387.40	1,387.40	923100	978832	PROFESSIONAL SERVICES	Mar-2016
190	Legal	FISHER AND PHILLIPS LLP	6,120.00	6,120.00	923100	978845	PROFESSIONAL SERVICES	Mar-2016
191	Legal	FISHER AND PHILLIPS LLP	26.32	26.32	923900	980862	PROFESSIONAL SERVICES	Mar-2016
192	Legal	FISHER AND PHILLIPS LLP	1,842.50	1,842.50	923100	982711	PROFESSIONAL SERVICES	Apr-2016
193	Legal	FISHER AND PHILLIPS LLP	110.00	110.00	923100	982716	PROFESSIONAL SERVICES	Apr-2016
194	Legal	FISHER AND PHILLIPS LLP	6,952.60	6,952.60	923100	982721	PROFESSIONAL SERVICES	Apr-2016
195	Legal	FISHER AND PHILLIPS LLP	2,013.24	2,013.24	923900	982739	PROFESSIONAL SERVICES	Apr-2016
196	Legal	FISHER AND PHILLIPS LLP	45.23	45.23	923900	983374	PROFESSIONAL SERVICES	Apr-2016
197	Legal	FISHER AND PHILLIPS LLP	2,105.00	2,105.00	923100	983375	PROFESSIONAL SERVICES	Apr-2016
198	Legal	FISHER AND PHILLIPS LLP	3,909.33	3,909.33	923100	983377	PROFESSIONAL SERVICES	Apr-2016
199	Legal	FISHER AND PHILLIPS LLP	5,056.50	5,056.50	923100	991007	PROFESSIONAL SERVICES	Jun-2016
200	Legal	FISHER AND PHILLIPS LLP	3,596.00	3,596.00	923100	991013	PROFESSIONAL SERVICES	Jun-2016
201	Legal	FISHER AND PHILLIPS LLP	5,225.00	5,225.00	923100	991024	PROFESSIONAL SERVICES	Jun-2016
202	Legal	FISHER AND PHILLIPS LLP	9,435.54	9,435.54	923100	991562	PROFESSIONAL SERVICES	May-2016
203	Legal	FISHER AND PHILLIPS LLP	78.72	78.72	923900	992367	PROFESSIONAL SERVICES	Jun-2016
204	Legal	FISHER AND PHILLIPS LLP	1,288.92	1,288.92	923900	997332	PROFESSIONAL SERVICES	Jun-2016
205	Legal	FISHER AND PHILLIPS LLP	3,900.90	3,900.90	923100	997346	PROFESSIONAL SERVICES	Jun-2016
206	Legal	FISHER AND PHILLIPS LLP	157.92	157.92	923900	997926	PROFESSIONAL SERVICES	Jun-2016
207	Legal	FISHER AND PHILLIPS LLP	2,975.50	2,975.50	923100	998686	PROFESSIONAL SERVICES	Jun-2016
208	Legal	FISHER AND PHILLIPS LLP	1,127.77	1,127.77	923100	998689	PROFESSIONAL SERVICES	Jun-2016
209	Legal	FISHER AND PHILLIPS LLP	151.34	151.34	923900	998692	PROFESSIONAL SERVICES	Jun-2016
210	Legal	FISHER AND PHILLIPS LLP	997.02	997.02	923100	998696	PROFESSIONAL SERVICES	Jun-2016
211	Legal	FISHER AND PHILLIPS LLP	69.00	69.00	923100	1005005	PROFESSIONAL SERVICES	Jul-2016
212	Legal	FISHER AND PHILLIPS LLP	2,359.34	2,359.34	923900	1005008	PROFESSIONAL SERVICES	Jul-2016
213	Legal	FISHER AND PHILLIPS LLP	598.00	598.00	923900	1005011	PROFESSIONAL SERVICES	Jul-2016
214	Legal	FISHER AND PHILLIPS LLP	1,321.58	1,321.58	923100	1006663	PROFESSIONAL SERVICES	Jul-2016
215	Legal	FISHER AND PHILLIPS LLP	1,196.46	1,196.46	923900	1006667	PROFESSIONAL SERVICES	Jul-2016
216	Legal	FISHER AND PHILLIPS LLP	507.58	507.58	923100	1006671	PROFESSIONAL SERVICES	Jul-2016
217	Legal	FISHER AND PHILLIPS LLP	732.32	732.32	923900	1012558	PROFESSIONAL SERVICES	Sep-2016
218	Legal	FISHER AND PHILLIPS LLP	2,684.00	2,684.00	923100	1012563	PROFESSIONAL SERVICES	Sep-2016
219	Legal	FISHER AND PHILLIPS LLP	1,398.65	1,398.65	923100	1012567	PROFESSIONAL SERVICES	Aug-2016
220	Legal	FISHER AND PHILLIPS LLP	170.42	170.42	923900	1012928	PROFESSIONAL SERVICES	Sep-2016
221	Legal	FISHER AND PHILLIPS LLP	513.24	513.24	923900	1018566	PROFESSIONAL SERVICES	Sep-2016
222	Legal	FISHER AND PHILLIPS LLP	75.90	75.90	923900	1018573	PROFESSIONAL SERVICES	Sep-2016
223	Legal	FISHER AND PHILLIPS LLP	231.00	231.00	923100	1018576	PROFESSIONAL SERVICES	Sep-2016
224	Legal	FISHER AND PHILLIPS LLP	363.00	363.00	923100	1018578	PROFESSIONAL SERVICES	Sep-2016
225	Legal	FISHER AND PHILLIPS LLP	142.82	142.82	923900	1020258	PROFESSIONAL SERVICES	Sep-2016
226	Legal	FISHER AND PHILLIPS LLP	121.44	121.44	923900	1026112	PROFESSIONAL SERVICES	Sep-2016
227	Legal	FISHER AND PHILLIPS LLP	2,596.00	2,596.00	923100	1026868	PROFESSIONAL SERVICES	Sep-2016
228	Legal	FISHER AND PHILLIPS LLP	936.32	936.32	923900	1031897	PROFESSIONAL SERVICES	Oct-2016
229	Legal	FISHER AND PHILLIPS LLP	33.00	33.00	923100	1033691	PROFESSIONAL SERVICES	Oct-2016
230	Legal	FISHER AND PHILLIPS LLP	7,241.32	7,241.32	923900	1034694	PROFESSIONAL SERVICES	Oct-2016
231	Legal	FISHER AND PHILLIPS LLP	6,843.00	6,843.00	923100	982732A	PROFESSIONAL SERVICES	Apr-2016
232	Legal	FLOMAN, PHYLLIS E	1,776.25	1,776.25	923900	011500038613	ARBITRATOR FEES	May-2016
233	Legal	FOLEY AND MANSFIELD PLLP	4,571.32	4,571.32	923100	2118697	PROFESSIONAL SERVICES	Sep-2016
234	Legal	FOLEY AND MANSFIELD PLLP	388.08	388.08	923100	2126643	PROFESSIONAL SERVICES	Sep-2016
235	Legal	FOLEY AND MANSFIELD PLLP	340.50	340.50	923100	2134530	PROFESSIONAL SERVICES	Oct-2016
236	Legal	FISHER AND PHILLIPS LLP	(1,648.87)	(1,648.87)	923900	Reverses "J705-0020-0416 Accrual USD"03-MAY-2016 09:50:05	Legal Accrual, Invoice 991011	May-2016
237	Legal	FISHER AND PHILLIPS LLP	(611.80)	(611.80)	923900	Reverses "J705-0020-0416 Accrual USD"03-MAY-2016 09:50:05	Legal Accrual, Invoice 991027	May-2016
238	Legal	FISHER AND PHILLIPS LLP	598.50	598.50	923900	J705-0020-0416 Accrual USD	Legal Accrual, Invoice 991027	Apr-2016
239	Legal	FISHER AND PHILLIPS LLP	1,613.02	1,613.02	923900	J705-0020-0416 Accrual USD	Legal Accrual, Invoice 991011	Apr-2016
240	Legal	KING & SPALDING LLP	2,660.00	2,660.00	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 10077803	Oct-2016
241	Legal	KING & SPALDING LLP	434.00	434.00	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 10077804	Oct-2016
242	Legal	KING & SPALDING LLP	84.00	84.00	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 10077805	Oct-2016
243	Legal	HUNTON AND WILLIAMS LLP	1,732.50	1,732.50	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 101117834	Oct-2016
244	Legal	HUNTON AND WILLIAMS LLP	169,003.33	169,003.33	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 101117836	Oct-2016
245	Legal	FROST BROWN TODD LLC	160,337.03	160,337.03	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 11064664	Oct-2016
246	Legal	FROST BROWN TODD LLC	38,060.53	38,060.53	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 11064932	Oct-2016
247	Legal	TROUTMAN SANDERS LLP	7,357.50	7,357.50	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807353	Oct-2016
248	Legal	TROUTMAN SANDERS LLP	1,841.50	1,841.50	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807395	Oct-2016
249	Legal	MANION GAYNOR & MANNING LLP	1,349.00	1,349.00	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1815352	Oct-2016
250	Legal	MANION GAYNOR & MANNING LLP	1,670.59	1,670.59	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1817571	Oct-2016
251	Legal	DINSMORE AND SHOHL LLP	52,060.13	52,060.13	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 3644621	Oct-2016
252	Legal	DINSMORE AND SHOHL LLP	362.50	362.50	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 3648577	Oct-2016
253	Legal	ENVIRON INTERNATIONAL CORPORATION	9,936.73	9,936.73	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 435710	Oct-2016

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Audit	(E) Other	(F) Total	(G) Account Invoice	(H) Description	(I) Period	
254	Legal	TUCKER ELLIS LLP		296.00	296.00	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 512456	Oct-2016
255	Legal	STEPTOE & JOHNSON PLLC		2,035.00	2,035.00	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 735561	Oct-2016
256	Legal	STOLL KEENON OGDEN PLLC		1,572.20	1,572.20	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 835800	Oct-2016
257	Legal	STOLL KEENON OGDEN PLLC		709.88	709.88	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 841219	Oct-2016
258	Legal	STOLL KEENON OGDEN PLLC		43.60	43.60	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 842963	Oct-2016
259	Legal	STOLL KEENON OGDEN PLLC		65.40	65.40	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 843836	Oct-2016
260	Legal	STOLL KEENON OGDEN PLLC		307.80	307.80	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 843837	Oct-2016
261	Legal	STOLL KEENON OGDEN PLLC		307.80	307.80	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 843841	Oct-2016
262	Legal	STOLL KEENON OGDEN PLLC		3,283.20	3,283.20	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 843851	Oct-2016
263	Legal	FROST BROWN TODD LLC		58.00	58.00	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice Unbilled	Oct-2016
264	Legal	FROST BROWN TODD LLC		38,060.53	38,060.53	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice Unbilled	Oct-2016
265	Legal	DINSMORE AND SHOHL LLP		123.20	123.20	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice Unbilled	Oct-2016
266	Legal	FROST BROWN TODD LLC		300.00	300.00	923100	J705-0020-1016 Accrual USD	Legal Accrual, Invoice Unbilled	Oct-2016
267	Legal	KELLER AND HECKMAN LLP		815.00	815.00	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 10059534	Oct-2016
268	Legal	HUNTON AND WILLIAMS LLP		849.65	849.65	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 101117835	Oct-2016
269	Legal	VAN NESS FELDMAN		33.57	33.57	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 129843	Oct-2016
270	Legal	TROUTMAN SANDERS LLP		1,188.57	1,188.57	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807351	Oct-2016
271	Legal	TROUTMAN SANDERS LLP		84.96	84.96	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807352	Oct-2016
272	Legal	TROUTMAN SANDERS LLP		129.36	129.36	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807355	Oct-2016
273	Legal	TROUTMAN SANDERS LLP		3,126.89	3,126.89	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807356	Oct-2016
274	Legal	TROUTMAN SANDERS LLP		462.00	462.00	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807357	Oct-2016
275	Legal	TROUTMAN SANDERS LLP		1,026.96	1,026.96	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807358	Oct-2016
276	Legal	TROUTMAN SANDERS LLP		577.01	577.01	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807359	Oct-2016
277	Legal	TROUTMAN SANDERS LLP		186.74	186.74	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807360	Oct-2016
278	Legal	TROUTMAN SANDERS LLP		100.16	100.16	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807361	Oct-2016
279	Legal	TROUTMAN SANDERS LLP		13,761.56	13,761.56	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807362	Oct-2016
280	Legal	TROUTMAN SANDERS LLP		1,430.32	1,430.32	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807363	Oct-2016
281	Legal	TROUTMAN SANDERS LLP		236.06	236.06	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807396	Oct-2016
282	Legal	TROUTMAN SANDERS LLP		533.61	533.61	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807798	Oct-2016
283	Legal	TROUTMAN SANDERS LLP		375.92	375.92	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 1807881	Oct-2016
284	Legal	STOLL KEENON OGDEN PLLC		592.00	592.00	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice 843835	Oct-2016
285	Legal	BAKER BOTTS LLP		555.00	555.00	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice Unbilled	Oct-2016
286	Legal	DINSMORE AND SHOHL LLP		5,997.42	5,997.42	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice Unbilled	Oct-2016
287	Legal	TROUTMAN SANDERS LLP		21.78	21.78	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice Unbilled	Oct-2016
288	Legal	TROUTMAN SANDERS LLP		349.22	349.22	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice Unbilled	Oct-2016
289	Legal	FISHER AND PHILLIPS LLP		513.24	513.24	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice Unbilled	Oct-2016
290	Legal	STOLL KEENON OGDEN PLLC		1,591.42	1,591.42	923900	J705-0020-1016 Accrual USD	Legal Accrual, Invoice Unbilled	Oct-2016
291	Legal	PILLSBURY WINTHROP SHAW PITTMAN		(71,359.20)	(71,359.20)	923100	Reverses "J705-0020-1015 Adjustment USD"02-NOV-2015 09:29:59	Legal Accrual, Invoice 8012715	Nov-2015
292	Legal	TROUTMAN SANDERS LLP		(590.13)	(590.13)	923900	Reverses "J705-0020-1015 Adjustment USD"02-NOV-2015 09:29:59	Legal Accrual, Invoice 1706212	Nov-2015
293	Legal	TROUTMAN SANDERS LLP		(1,344.47)	(1,344.47)	923900	Reverses "J705-0020-1015 Adjustment USD"02-NOV-2015 09:29:59	Legal Accrual, Invoice 1706202	Nov-2015
294	Legal	TROUTMAN SANDERS LLP		(715.33)	(715.33)	923900	Reverses "J705-0020-1015 Adjustment USD"02-NOV-2015 09:29:59	Legal Accrual, Invoice 1706200	Nov-2015
295	Legal	FROST BROWN TODD LLC		3,698.00	3,698.00	923100	10996421	PROFESSIONAL SERVICES	Dec-2015
296	Legal	FROST BROWN TODD LLC		2,986.30	2,986.30	923100	10996423	PROFESSIONAL SERVICES	Dec-2015
297	Legal	FROST BROWN TODD LLC		427.65	427.65	923900	10997825	PROFESSIONAL SERVICES	Nov-2015
298	Legal	FROST BROWN TODD LLC		33.75	33.75	923900	10997829	PROFESSIONAL SERVICES	Dec-2015
299	Legal	FROST BROWN TODD LLC		244.50	244.50	923100	10997831	PROFESSIONAL SERVICES	Dec-2015
300	Legal	FROST BROWN TODD LLC		34,754.16	34,754.16	923100	10999004	PROFESSIONAL SERVICES	Dec-2015
301	Legal	FROST BROWN TODD LLC		10,579.58	10,579.58	923900	11000545	PROFESSIONAL SERVICES	Dec-2015
302	Legal	FROST BROWN TODD LLC		344.00	344.00	923100	11000847	PROFESSIONAL SERVICES	Dec-2015
303	Legal	FROST BROWN TODD LLC		923.50	923.50	923900	11002074	PROFESSIONAL SERVICES	Dec-2015
304	Legal	FROST BROWN TODD LLC		582.00	582.00	923900	11002075	PROFESSIONAL SERVICES	Dec-2015
305	Legal	FROST BROWN TODD LLC		7.56	7.56	923900	11002076	PROFESSIONAL SERVICES	Dec-2015
306	Legal	FROST BROWN TODD LLC		85.50	85.50	923100	11002080	PROFESSIONAL SERVICES	Dec-2015
307	Legal	FROST BROWN TODD LLC		2,016.54	2,016.54	923100	11002081	PROFESSIONAL SERVICES	Dec-2015
308	Legal	FROST BROWN TODD LLC		5,468.05	5,468.05	923900	11002083	PROFESSIONAL SERVICES	Dec-2015
309	Legal	FROST BROWN TODD LLC		176.02	176.02	923900	11002500	PROFESSIONAL SERVICES	Dec-2015
310	Legal	FROST BROWN TODD LLC		377.34	377.34	923900	11002501	PROFESSIONAL SERVICES	Dec-2015
311	Legal	FROST BROWN TODD LLC		497.50	497.50	923100	11002502	PROFESSIONAL SERVICES	Dec-2015
312	Legal	FROST BROWN TODD LLC		186.00	186.00	923100	11002506	PROFESSIONAL SERVICES	Dec-2015
313	Legal	FROST BROWN TODD LLC		3,814.50	3,814.50	923100	11002507	PROFESSIONAL SERVICES	Dec-2015
314	Legal	FROST BROWN TODD LLC		12,440.84	12,440.84	923100	11002526	PROFESSIONAL SERVICES	Dec-2015
315	Legal	FROST BROWN TODD LLC		3,971.72	3,971.72	923100	11002529	PROFESSIONAL SERVICES	Dec-2015
316	Legal	FROST BROWN TODD LLC		68,689.64	68,689.64	923100	11002531	PROFESSIONAL SERVICES	Dec-2015
317	Legal	FROST BROWN TODD LLC		57.28	57.28	923900	11009854	PROFESSIONAL SERVICES	Jan-2016
318	Legal	FROST BROWN TODD LLC		150.00	150.00	923900	11010026	PROFESSIONAL SERVICES	Feb-2016
319	Legal	FROST BROWN TODD LLC		1,056.00	1,056.00	923100	11010029	PROFESSIONAL SERVICES	Feb-2016
320	Legal	FROST BROWN TODD LLC		545.50	545.50	923100	11010030	PROFESSIONAL SERVICES	Feb-2016
321	Legal	FROST BROWN TODD LLC		2,478.13	2,478.13	923900	11010032	PROFESSIONAL SERVICES	Feb-2016
322	Legal	FROST BROWN TODD LLC		1,078.14	1,078.14	923100	11010806	PROFESSIONAL SERVICES	Mar-2016
323	Legal	FROST BROWN TODD LLC		8,549.26	8,549.26	923100	11010807	PROFESSIONAL SERVICES	Feb-2016
324	Legal	FROST BROWN TODD LLC		4,342.00	4,342.00	923100	11010808	PROFESSIONAL SERVICES	Feb-2016
325	Legal	FROST BROWN TODD LLC		2,029.32	2,029.32	923100	11012232	PROFESSIONAL SERVICES	Feb-2016
326	Legal	FROST BROWN TODD LLC		63.70	63.70	923900	11012233	PROFESSIONAL SERVICES	Feb-2016
327	Legal	FROST BROWN TODD LLC		37,890.65	37,890.65	923100	11012374	PROFESSIONAL SERVICES	Feb-2016
328	Legal	FROST BROWN TODD LLC		540.70	540.70	923900	11015848	PROFESSIONAL SERVICES	Mar-2016
329	Legal	FROST BROWN TODD LLC		507.00	507.00	923900	11015849	PROFESSIONAL SERVICES	Mar-2016
330	Legal	FROST BROWN TODD LLC		57.00	57.00	923100	11015853	PROFESSIONAL SERVICES	Mar-2016
331	Legal	FROST BROWN TODD LLC		114.00	114.00	923100	11015854	PROFESSIONAL SERVICES	Mar-2016
332	Legal	FROST BROWN TODD LLC		2,830.50	2,830.50	923100	11015855	PROFESSIONAL SERVICES	Mar-2016
333	Legal	FROST BROWN TODD LLC		407.49	407.49	923900	11015857	PROFESSIONAL SERVICES	Mar-2016
334	Legal	FROST BROWN TODD LLC		87,779.46	87,779.46	923100	11017827	PROFESSIONAL SERVICES	Mar-2016
335	Legal	FROST BROWN TODD LLC		3,004.06	3,004.06	923100	11018140	PROFESSIONAL SERVICES	Mar-2016
336	Legal	FROST BROWN TODD LLC		6,753.60	6,753.60	923900	11018147	PROFESSIONAL SERVICES	Mar-2016
337	Legal	FROST BROWN TODD LLC		413.35	413.35	923900	11022790	PROFESSIONAL SERVICES	Apr-2016
338	Legal	FROST BROWN TODD LLC		85.50	85.50	923900	11022791	PROFESSIONAL SERVICES	Apr-2016
339	Legal	FROST BROWN TODD LLC		57.00	57.00	923900	11022792	PROFESSIONAL SERVICES	Apr-2016

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
340	Legal	FROST BROWN TODD LLC	142.50	142.50	923100	11022796	PROFESSIONAL SERVICES	Apr-2016
341	Legal	FROST BROWN TODD LLC	945.00	945.00	923100	11022797	PROFESSIONAL SERVICES	Apr-2016
342	Legal	FROST BROWN TODD LLC	1,186.52	1,186.52	923900	11022799	PROFESSIONAL SERVICES	Apr-2016
343	Legal	FROST BROWN TODD LLC	15,617.62	15,617.62	923100	11023552	PROFESSIONAL SERVICES	Apr-2016
344	Legal	FROST BROWN TODD LLC	2,711.00	2,711.00	923100	11023553	PROFESSIONAL SERVICES	Apr-2016
345	Legal	FROST BROWN TODD LLC	3,026.47	3,026.47	923100	11025146	PROFESSIONAL SERVICES	Apr-2016
346	Legal	FROST BROWN TODD LLC	3,519.20	3,519.20	923100	11025160	PROFESSIONAL SERVICES	Apr-2016
347	Legal	FROST BROWN TODD LLC	621.01	621.01	923900	11025172	PROFESSIONAL SERVICES	Apr-2016
348	Legal	FROST BROWN TODD LLC	144,816.00	144,816.00	923100	11026012	PROFESSIONAL SERVICES	Apr-2016
349	Legal	FROST BROWN TODD LLC	607.50	607.50	923900	11027245	PROFESSIONAL SERVICES	May-2016
350	Legal	FROST BROWN TODD LLC	256.50	256.50	923100	11027248	PROFESSIONAL SERVICES	May-2016
351	Legal	FROST BROWN TODD LLC	1,386.03	1,386.03	923900	11027249	PROFESSIONAL SERVICES	May-2016
352	Legal	FROST BROWN TODD LLC	7,285.00	7,285.00	923100	11027500	PROFESSIONAL SERVICES	May-2016
353	Legal	FROST BROWN TODD LLC	4,015.00	4,015.00	923100	11030653	PROFESSIONAL SERVICES	May-2016
354	Legal	FROST BROWN TODD LLC	11,807.50	11,807.50	923100	11030659	PROFESSIONAL SERVICES	May-2016
355	Legal	FROST BROWN TODD LLC	3,693.00	3,693.00	923100	11030660	PROFESSIONAL SERVICES	May-2016
356	Legal	FROST BROWN TODD LLC	1,707.60	1,707.60	923100	11031281	PROFESSIONAL SERVICES	May-2016
357	Legal	FROST BROWN TODD LLC	1,616.72	1,616.72	923900	11031635	PROFESSIONAL SERVICES	May-2016
358	Legal	FROST BROWN TODD LLC	1,708.27	1,708.27	923900	11031640	PROFESSIONAL SERVICES	Jun-2016
359	Legal	FROST BROWN TODD LLC	1,571.33	1,571.33	923900	11031697	PROFESSIONAL SERVICES	Jun-2016
360	Legal	FROST BROWN TODD LLC	783.25	783.25	923900	11032851	PROFESSIONAL SERVICES	Jun-2016
361	Legal	FROST BROWN TODD LLC	110.60	110.60	923900	11032852	PROFESSIONAL SERVICES	Jun-2016
362	Legal	FROST BROWN TODD LLC	2,522.60	2,522.60	923100	11033932	PROFESSIONAL SERVICES	Jul-2016
363	Legal	FROST BROWN TODD LLC	67.00	67.00	923900	11034416	PROFESSIONAL SERVICES	Jun-2016
364	Legal	FROST BROWN TODD LLC	582.92	582.92	923900	11034419	PROFESSIONAL SERVICES	Jun-2016
365	Legal	FROST BROWN TODD LLC	240.00	240.00	923100	11034420	PROFESSIONAL SERVICES	Jun-2016
366	Legal	FROST BROWN TODD LLC	1,925.30	1,925.30	923900	11034421	PROFESSIONAL SERVICES	Jul-2016
367	Legal	FROST BROWN TODD LLC	660.10	660.10	923900	11035094	PROFESSIONAL SERVICES	Jun-2016
368	Legal	FROST BROWN TODD LLC	12,446.75	12,446.75	923100	11035154	PROFESSIONAL SERVICES	Jun-2016
369	Legal	FROST BROWN TODD LLC	21,897.00	21,897.00	923100	11035155	PROFESSIONAL SERVICES	Jul-2016
370	Legal	FROST BROWN TODD LLC	1,113.00	1,113.00	923100	11035157	PROFESSIONAL SERVICES	Jun-2016
371	Legal	FROST BROWN TODD LLC	65,664.38	65,664.38	923100	11037945	PROFESSIONAL SERVICES	Jul-2016
372	Legal	FROST BROWN TODD LLC	1,791.30	1,791.30	923100	11038131	PROFESSIONAL SERVICES	Jul-2016
373	Legal	FROST BROWN TODD LLC	456.23	456.23	923900	11039290	PROFESSIONAL SERVICES	Jun-2016
374	Legal	FROST BROWN TODD LLC	515.00	515.00	923900	11039880	PROFESSIONAL SERVICES	Jul-2016
375	Legal	FROST BROWN TODD LLC	335.00	335.00	923100	11039882	PROFESSIONAL SERVICES	Jul-2016
376	Legal	FROST BROWN TODD LLC	117.00	117.00	923100	11039883	PROFESSIONAL SERVICES	Jul-2016
377	Legal	FROST BROWN TODD LLC	922.38	922.38	923900	11039885	PROFESSIONAL SERVICES	Jul-2016
378	Legal	FROST BROWN TODD LLC	902.50	902.50	923100	11039888	PROFESSIONAL SERVICES	Jul-2016
379	Legal	FROST BROWN TODD LLC	51,055.11	51,055.11	923100	11043217	PROFESSIONAL SERVICES	Jul-2016
380	Legal	FROST BROWN TODD LLC	1,417.00	1,417.00	923100	11043219	PROFESSIONAL SERVICES	Jul-2016
381	Legal	FROST BROWN TODD LLC	236.50	236.50	923100	11043258	PROFESSIONAL SERVICES	Jul-2016
382	Legal	FROST BROWN TODD LLC	4,267.50	4,267.50	923100	11043311	PROFESSIONAL SERVICES	Jul-2016
383	Legal	FROST BROWN TODD LLC	36,348.86	36,348.86	923100	11043323	PROFESSIONAL SERVICES	Jul-2016
384	Legal	FROST BROWN TODD LLC	13,606.20	13,606.20	923100	11046377	PROFESSIONAL SERVICES	Aug-2016
385	Legal	FROST BROWN TODD LLC	196.00	196.00	923100	11046378	PROFESSIONAL SERVICES	Jul-2016
386	Legal	FROST BROWN TODD LLC	2,441.50	2,441.50	923100	11046619	PROFESSIONAL SERVICES	Aug-2016
387	Legal	FROST BROWN TODD LLC	729.20	729.20	923900	11047044	PROFESSIONAL SERVICES	Aug-2016
388	Legal	FROST BROWN TODD LLC	479.50	479.50	923900	11047045	PROFESSIONAL SERVICES	Aug-2016
389	Legal	FROST BROWN TODD LLC	683.07	683.07	923900	11047047	PROFESSIONAL SERVICES	Aug-2016
390	Legal	FROST BROWN TODD LLC	708.00	708.00	923100	11047757	PROFESSIONAL SERVICES	Sep-2016
391	Legal	FROST BROWN TODD LLC	19,417.91	19,417.91	923100	11048575	PROFESSIONAL SERVICES	Aug-2016
392	Legal	FROST BROWN TODD LLC	66.68	66.68	923100	11048646	PROFESSIONAL SERVICES	Aug-2016
393	Legal	FROST BROWN TODD LLC	42,988.50	42,988.50	923100	11049334	PROFESSIONAL SERVICES	Aug-2016
394	Legal	FROST BROWN TODD LLC	5,991.83	5,991.83	923100	11049579	PROFESSIONAL SERVICES	Aug-2016
395	Legal	FROST BROWN TODD LLC	350.25	350.25	923900	11052557	PROFESSIONAL SERVICES	Sep-2016
396	Legal	FROST BROWN TODD LLC	37.50	37.50	923900	11052558	PROFESSIONAL SERVICES	Sep-2016
397	Legal	FROST BROWN TODD LLC	126.07	126.07	923900	11052560	PROFESSIONAL SERVICES	Aug-2016
398	Legal	FROST BROWN TODD LLC	971.98	971.98	923100	11052562	PROFESSIONAL SERVICES	Aug-2016
399	Legal	FROST BROWN TODD LLC	25,826.70	25,826.70	923100	11053001	PROFESSIONAL SERVICES	Sep-2016
400	Legal	FROST BROWN TODD LLC	4,235.79	4,235.79	923100	11055109	PROFESSIONAL SERVICES	Sep-2016
401	Legal	FROST BROWN TODD LLC	25,596.55	25,596.55	923100	11055387	PROFESSIONAL SERVICES	Sep-2016
402	Legal	FROST BROWN TODD LLC	63,856.03	63,856.03	923100	11055564	PROFESSIONAL SERVICES	Oct-2016
403	Legal	FROST BROWN TODD LLC	139.69	139.69	923900	11056488	PROFESSIONAL SERVICES	Oct-2016
404	Legal	FROST BROWN TODD LLC	487.75	487.75	923900	11058089	PROFESSIONAL SERVICES	Oct-2016
405	Legal	FROST BROWN TODD LLC	365.50	365.50	923900	11058090	PROFESSIONAL SERVICES	Oct-2016
406	Legal	FROST BROWN TODD LLC	78.72	78.72	923900	11058093	PROFESSIONAL SERVICES	Oct-2016
407	Legal	FROST BROWN TODD LLC	59.00	59.00	923100	11060224	PROFESSIONAL SERVICES	Oct-2016
408	Legal	FROST BROWN TODD LLC	13,411.47	13,411.47	923100	11060739	PROFESSIONAL SERVICES	Oct-2016
409	Legal	FROST BROWN TODD LLC	438.50	438.50	923100	11060740	PROFESSIONAL SERVICES	Oct-2016
410	Legal	FROST BROWN TODD LLC	14,300.00	14,300.00	923100	11060750	PROFESSIONAL SERVICES	Oct-2016
411	Legal	FROST BROWN TODD LLC	3,257.36	3,257.36	923100	11061662	PROFESSIONAL SERVICES	Oct-2016
412	Legal	FROST BROWN TODD LLC	23,164.49	23,164.49	923100	11061742	PROFESSIONAL SERVICES	Oct-2016
413	Legal	FROST BROWN TODD LLC	50.25	50.25	923900	11063188	PROFESSIONAL SERVICES	Oct-2016
414	Legal	FROST BROWN TODD LLC	78.72	78.72	923900	11063190	PROFESSIONAL SERVICES	Oct-2016
415	Legal	FROST BROWN TODD LLC	5,383.34	5,383.34	923100	11064458	PROFESSIONAL SERVICES	Oct-2016
416	Legal	FROST BROWN TODD LLC	619.50	619.50	923100	11064701	PROFESSIONAL SERVICES	Oct-2016
417	Legal	FROST BROWN TODD LLC	42,299.67	42,299.67	923100	11064931	PROFESSIONAL SERVICES	Oct-2016
418	Legal	FROST BROWN TODD LLC	1,071.62	1,071.62	923100	11025075A	PROFESSIONAL SERVICES	May-2016
419	Legal	FROST BROWN TODD LLC	132,238.19	132,238.19	923100	11031542B	PROFESSIONAL SERVICES	May-2016
420	Legal	FROST BROWN TODD LLC	(1,477.30)	(1,477.30)	923900	1017-0020-1115 IC Adj USD	Reimbursement for payment of fees by new building owner Frost Brown Todd	Nov-2015
421	Legal	FULTON AND DEVLIN	419.00	419.00	923100	1464	PROFESSIONAL SERVICES	Mar-2016
422	Legal	FULTON AND DEVLIN	285.00	285.00	923100	1465	PROFESSIONAL SERVICES	Mar-2016
423	Legal	FULTON AND DEVLIN	225.00	225.00	923100	1515	PROFESSIONAL SERVICES	Mar-2016
424	Legal	FULTON AND DEVLIN	90.00	90.00	923100	1694	PROFESSIONAL SERVICES	Mar-2016

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
425	Legal	FULTON AND DEVLIN	1,455.16	1,455.16	923100	1895	PROFESSIONAL SERVICES	Apr-2016
426	Legal	FULTON AND DEVLIN	701.00	701.00	923100	2181	PROFESSIONAL SERVICES	Apr-2016
427	Legal	FULTON AND DEVLIN	1,936.05	1,936.05	923100	2182	PROFESSIONAL SERVICES	Apr-2016
428	Legal	FULTON AND DEVLIN	636.50	636.50	923100	2426	PROFESSIONAL SERVICES	Jun-2016
429	Legal	FULTON AND DEVLIN	1,481.50	1,481.50	923100	2427	PROFESSIONAL SERVICES	Jun-2016
430	Legal	FULTON AND DEVLIN	1,186.00	1,186.00	923100	2752	PROFESSIONAL SERVICES	Jul-2016
431	Legal	FULTON AND DEVLIN	990.00	990.00	923100	2753	PROFESSIONAL SERVICES	Jul-2016
432	Legal	FULTON AND DEVLIN	67.50	67.50	923100	2898	PROFESSIONAL SERVICES	Jul-2016
433	Legal	FULTON AND DEVLIN	598.00	598.00	923100	2987	PROFESSIONAL SERVICES	Jul-2016
434	Legal	FULTON AND DEVLIN	695.00	695.00	923100	3060	PROFESSIONAL SERVICES	Jul-2016
435	Legal	FULTON AND DEVLIN	15.00	15.00	923100	3251	PROFESSIONAL SERVICES	Sep-2016
436	Legal	FULTON AND DEVLIN	28.00	28.00	923100	3372	PROFESSIONAL SERVICES	Sep-2016
437	Legal	FULTON AND DEVLIN	150.00	150.00	923100	3578	PROFESSIONAL SERVICES	Oct-2016
438	Legal	FULTON AND DEVLIN	1,155.00	1,155.00	923100	3579	PROFESSIONAL SERVICES	Sep-2016
439	Legal	FULTON AND DEVLIN	630.00	630.00	923100	3790	PROFESSIONAL SERVICES	Sep-2016
440	Legal	FULTON AND DEVLIN	2,613.98	2,613.98	923100	3867	PROFESSIONAL SERVICES	Oct-2016
441	Legal	FULTON AND DEVLIN	252.00	252.00	923100	3883	PROFESSIONAL SERVICES	Oct-2016
442	Legal	FULTON AND DEVLIN	585.00	585.00	923100	1062/10044/6	PROFESSIONAL SERVICES	Dec-2015
443	Legal	FULTON AND DEVLIN	660.00	660.00	923100	1062/10044/7	PROFESSIONAL SERVICES	Dec-2015
444	Legal	FULTON AND DEVLIN	450.00	450.00	923100	1062/10044/8	PROFESSIONAL SERVICES	Mar-2016
445	Legal	HERMANN, CHRIS	15,000.00	15,000.00	923100	HERMAN092816	CONSULTING	Sep-2016
446	Legal	HOGAN LOVELLS US LLP	10,600.00	10,600.00	923900	2949627	PROFESSIONAL SERVICES	Mar-2016
447	Legal	HOGAN LOVELLS US LLP	1,881.50	1,881.50	923900	2961739	PROFESSIONAL SERVICES	Mar-2016
448	Legal	HOGAN LOVELLS US LLP	371.00	371.00	923900	2969761	PROFESSIONAL SERVICES	Apr-2016
449	Legal	HOGAN LOVELLS US LLP	53.00	53.00	923900	2977045	PROFESSIONAL SERVICES	Jun-2016
450	Legal	HOGAN LOVELLS US LLP	825.00	825.00	923900	2983905	PROFESSIONAL SERVICES	Jun-2016
451	Legal	HOGAN LOVELLS US LLP	54.00	54.00	923900	2949627A	PROFESSIONAL SERVICES	Jun-2016
452	Legal	HOGAN LOVELLS US LLP	63.00	63.00	923900	2961739A	PROFESSIONAL SERVICES	Jun-2016
453	Legal	HOLLAND & HART LLP	270.02	270.02	923900	1450122	PROFESSIONAL SERVICES	Mar-2016
454	Legal	HOLLAND & HART LLP	9,115.17	9,115.17	923900	1458719	PROFESSIONAL SERVICES	Jun-2016
455	Legal	HUNTON AND WILLIAMS LLP	1,935.99	1,935.99	923900	101102159	PROFESSIONAL SERVICES	Dec-2015
456	Legal	HUNTON AND WILLIAMS LLP	37,960.20	37,960.20	923100	101102162	PROFESSIONAL SERVICES	Dec-2015
457	Legal	HUNTON AND WILLIAMS LLP	696.60	696.60	923100	101102165	PROFESSIONAL SERVICES	Dec-2015
458	Legal	HUNTON AND WILLIAMS LLP	5,107.50	5,107.50	923100	101103462	PROFESSIONAL SERVICES	Dec-2015
459	Legal	HUNTON AND WILLIAMS LLP	8,729.70	8,729.70	923100	101103495	PROFESSIONAL SERVICES	Dec-2015
460	Legal	HUNTON AND WILLIAMS LLP	12,204.69	12,204.69	923900	101103496	PROFESSIONAL SERVICES	Dec-2015
461	Legal	HUNTON AND WILLIAMS LLP	38,001.62	38,001.62	923100	101103498	PROFESSIONAL SERVICES	Dec-2015
462	Legal	HUNTON AND WILLIAMS LLP	13,794.33	13,794.33	923100	101103520	PROFESSIONAL SERVICES	Dec-2015
463	Legal	HUNTON AND WILLIAMS LLP	1,911.50	1,911.50	923100	101105128	PROFESSIONAL SERVICES	Feb-2016
464	Legal	HUNTON AND WILLIAMS LLP	10,201.32	10,201.32	923900	101105129	PROFESSIONAL SERVICES	Mar-2016
465	Legal	HUNTON AND WILLIAMS LLP	44,362.22	44,362.22	923100	101105130	PROFESSIONAL SERVICES	Feb-2016
466	Legal	HUNTON AND WILLIAMS LLP	139.50	139.50	923100	101105245	PROFESSIONAL SERVICES	Feb-2016
467	Legal	HUNTON AND WILLIAMS LLP	581.40	581.40	923100	101105246	PROFESSIONAL SERVICES	Feb-2016
468	Legal	HUNTON AND WILLIAMS LLP	463.76	463.76	923900	101106894	PROFESSIONAL SERVICES	Mar-2016
469	Legal	HUNTON AND WILLIAMS LLP	11,916.28	11,916.28	923900	101106896	PROFESSIONAL SERVICES	Mar-2016
470	Legal	HUNTON AND WILLIAMS LLP	1,782.36	1,782.36	923900	101106901	PROFESSIONAL SERVICES	Mar-2016
471	Legal	HUNTON AND WILLIAMS LLP	100,672.96	100,672.96	923100	101106902	PROFESSIONAL SERVICES	Mar-2016
472	Legal	HUNTON AND WILLIAMS LLP	19,062.45	19,062.45	923100	101106903	PROFESSIONAL SERVICES	Mar-2016
473	Legal	HUNTON AND WILLIAMS LLP	5,675.85	5,675.85	923100	101108360	PROFESSIONAL SERVICES	Apr-2016
474	Legal	HUNTON AND WILLIAMS LLP	154,441.05	154,441.05	923100	101108361	PROFESSIONAL SERVICES	Apr-2016
475	Legal	HUNTON AND WILLIAMS LLP	5,790.26	5,790.26	923900	101108362	PROFESSIONAL SERVICES	Apr-2016
476	Legal	HUNTON AND WILLIAMS LLP	822.90	822.90	923900	101109594	PROFESSIONAL SERVICES	May-2016
477	Legal	HUNTON AND WILLIAMS LLP	26,817.85	26,817.85	923100	101110004	PROFESSIONAL SERVICES	Jun-2016
478	Legal	HUNTON AND WILLIAMS LLP	3,145.95	3,145.95	923100	101110005	PROFESSIONAL SERVICES	May-2016
479	Legal	HUNTON AND WILLIAMS LLP	1,832.04	1,832.04	923900	101111085	PROFESSIONAL SERVICES	Jun-2016
480	Legal	HUNTON AND WILLIAMS LLP	18,813.60	18,813.60	923100	101111086	PROFESSIONAL SERVICES	Jun-2016
481	Legal	HUNTON AND WILLIAMS LLP	9,617.40	9,617.40	923100	101111087	PROFESSIONAL SERVICES	Jun-2016
482	Legal	HUNTON AND WILLIAMS LLP	4,985.51	4,985.51	923900	101112289	PROFESSIONAL SERVICES	Jul-2016
483	Legal	HUNTON AND WILLIAMS LLP	3,702.46	3,702.46	923900	101112290	PROFESSIONAL SERVICES	Jul-2016
484	Legal	HUNTON AND WILLIAMS LLP	45,635.98	45,635.98	923100	101112344	PROFESSIONAL SERVICES	Jul-2016
485	Legal	HUNTON AND WILLIAMS LLP	1,985.85	1,985.85	923900	101113662	PROFESSIONAL SERVICES	Aug-2016
486	Legal	HUNTON AND WILLIAMS LLP	46,664.92	46,664.92	923100	101113663	PROFESSIONAL SERVICES	Aug-2016
487	Legal	HUNTON AND WILLIAMS LLP	1,919.25	1,919.25	923100	101113664	PROFESSIONAL SERVICES	Aug-2016
488	Legal	HUNTON AND WILLIAMS LLP	996.24	996.24	923900	101113665	PROFESSIONAL SERVICES	Aug-2016
489	Legal	HUNTON AND WILLIAMS LLP	64,154.65	64,154.65	923100	101115413	PROFESSIONAL SERVICES	Sep-2016
490	Legal	HUNTON AND WILLIAMS LLP	1,278.90	1,278.90	923100	101115414	PROFESSIONAL SERVICES	Sep-2016
491	Legal	HUNTON AND WILLIAMS LLP	1,456.88	1,456.88	923900	101115415	PROFESSIONAL SERVICES	Sep-2016
492	Legal	HUNTON AND WILLIAMS LLP	324,037.06	324,037.06	923100	101116391	PROFESSIONAL SERVICES	Oct-2016
493	Legal	HUNTON AND WILLIAMS LLP	2,463.30	2,463.30	923100	101116392	PROFESSIONAL SERVICES	Oct-2016
494	Legal	HUNTON AND WILLIAMS LLP	157.34	157.34	923900	101116393	PROFESSIONAL SERVICES	Oct-2016
495	Legal	HUNTON AND WILLIAMS LLP	357.14	357.14	923900	101117837	PROFESSIONAL SERVICES	Oct-2016
496	Legal	HUNTON AND WILLIAMS LLP	73,726.34	73,726.34	923100	108019350	PROFESSIONAL SERVICES	Dec-2015
497	Legal	HUNTON AND WILLIAMS LLP	27,011.26	27,011.26	923100	108019351	PROFESSIONAL SERVICES	Dec-2015
498	Legal	HUNTON AND WILLIAMS LLP	7,414.20	7,414.20	923100	108019410	PROFESSIONAL SERVICES	Dec-2015
499	Legal	HUNTON AND WILLIAMS LLP	19,253.40	19,253.40	923100	108019411	PROFESSIONAL SERVICES	Dec-2015
500	Legal	HUNTON AND WILLIAMS LLP	22,777.20	22,777.20	923100	108019655	PROFESSIONAL SERVICES	Jan-2016
501	Legal	HUNTON AND WILLIAMS LLP	9,011.70	9,011.70	923100	108019913	PROFESSIONAL SERVICES	Mar-2016
502	Legal	HUNTON AND WILLIAMS LLP	13,845.60	13,845.60	923100	108020070	PROFESSIONAL SERVICES	Mar-2016
503	Legal	HUNTON AND WILLIAMS LLP	15,128.10	15,128.10	923100	108020327	PROFESSIONAL SERVICES	May-2016
504	Legal	HUNTON AND WILLIAMS LLP	6,858.00	6,858.00	923100	108020442	PROFESSIONAL SERVICES	Jul-2016
505	Legal	HUNTON AND WILLIAMS LLP	7,312.50	7,312.50	923100	108020672	PROFESSIONAL SERVICES	Jul-2016
506	Legal	HUNTON AND WILLIAMS LLP	8,001.90	8,001.90	923100	108021036	PROFESSIONAL SERVICES	Sep-2016
507	Legal	HUNTON AND WILLIAMS LLP	4,381.20	4,381.20	923100	108021102	PROFESSIONAL SERVICES	Sep-2016
508	Legal	HUNTON AND WILLIAMS LLP	11,738.31	11,738.31	923100	101112345A	PROFESSIONAL SERVICES	Jul-2016
509	Legal	HUNTON AND WILLIAMS LLP	1,750.00	1,750.00	923900	HUNTON091616	UARG WORKING GROUP ASSESSING IMPACTS TO PM CEMS REGULATORY CHANGES	Sep-2016

(A) Line No.	(B) Type	(C) Vendor Name	(D) Rate Case	(E) Audit	(F) Other	(G) Total	(H) Account	(I) Invoice	(J) Description	(K) Period
510	Legal	HUNTON AND WILLIAMS LLP			(176,565.91)	(176,565.91)	923100	J017-0020-0516 IC Adj USD	Reimbursement from Hunton & Williams for overpayment	May-2016
511	Legal	J BRUCE MILLER LAW GRP			3,500.00	3,500.00	923100	JBM1103115	PROFESSIONAL SERVICES	Nov-2015
512	Legal	J BRUCE MILLER LAW GRP			3,500.00	3,500.00	923100	JBM1113015	PROFESSIONAL SERVICES	Dec-2015
513	Legal	JAMES B DWORKIN			2,086.00	2,086.00	923100	JBW051016	PROFESSIONAL SERVICES	Jun-2016
514	Legal	JONES DAY			421.87	421.87	923900	32874970	PROFESSIONAL SERVICES	Jan-2016
515	Legal	JONES DAY			353.81	353.81	923900	32874971	PROFESSIONAL SERVICES	Jan-2016
516	Legal	JONES DAY			482.85	482.85	923900	32876225	PROFESSIONAL SERVICES	Dec-2015
517	Legal	JONES DAY			915.75	915.75	923900	32876226	PROFESSIONAL SERVICES	Dec-2015
518	Legal	JONES DAY			145.69	145.69	923900	32882769	PROFESSIONAL SERVICES	Dec-2015
519	Legal	JONES DAY			3,124.65	3,124.65	923900	32882770	PROFESSIONAL SERVICES	Dec-2015
520	Legal	JONES DAY			208.12	208.12	923900	32882771	PROFESSIONAL SERVICES	Dec-2015
521	Legal	JONES DAY			3,923.85	3,923.85	923900	32882772	PROFESSIONAL SERVICES	Dec-2015
522	Legal	JONES DAY			9,612.14	9,612.14	923900	32882773	PROFESSIONAL SERVICES	Dec-2015
523	Legal	JONES DAY			1,914.75	1,914.75	923900	32896729	PROFESSIONAL SERVICES	Mar-2016
524	Legal	JONES DAY			1,781.55	1,781.55	923900	32896730	PROFESSIONAL SERVICES	Mar-2016
525	Legal	JONES DAY			4,735.56	4,735.56	923900	32959702	PROFESSIONAL SERVICES	Oct-2016
526	Legal	KELLER AND HECKMAN LLP			85.75	85.75	923900	10049848	PROFESSIONAL SERVICES	Feb-2016
527	Legal	KELLER AND HECKMAN LLP			1,003.89	1,003.89	923900	10050823	PROFESSIONAL SERVICES	Apr-2016
528	Legal	KELLER AND HECKMAN LLP			1,545.95	1,545.95	923900	10050824	PROFESSIONAL SERVICES	Apr-2016
529	Legal	KELLER AND HECKMAN LLP			748.48	748.48	923900	10051724	PROFESSIONAL SERVICES	Apr-2016
530	Legal	KELLER AND HECKMAN LLP			494.90	494.90	923900	10051725	PROFESSIONAL SERVICES	Apr-2016
531	Legal	KELLER AND HECKMAN LLP			579.42	579.42	923900	10052772	PROFESSIONAL SERVICES	May-2016
532	Legal	KELLER AND HECKMAN LLP			913.85	913.85	923900	10052773	PROFESSIONAL SERVICES	May-2016
533	Legal	KELLER AND HECKMAN LLP			831.78	831.78	923900	10053908	PROFESSIONAL SERVICES	Jun-2016
534	Legal	KELLER AND HECKMAN LLP			1,120.26	1,120.26	923900	10053909	PROFESSIONAL SERVICES	Jun-2016
535	Legal	KELLER AND HECKMAN LLP			2,334.38	2,334.38	923900	10055876	PROFESSIONAL SERVICES	Aug-2016
536	Legal	KELLER AND HECKMAN LLP			1,665.63	1,665.63	923900	10056599	PROFESSIONAL SERVICES	Sep-2016
537	Legal	KELLER AND HECKMAN LLP			552.50	552.50	923900	10057391	PROFESSIONAL SERVICES	Sep-2016
538	Legal	KELLER AND HECKMAN LLP			766.25	766.25	923900	10058722	PROFESSIONAL SERVICES	Oct-2016
539	Legal	KELLER AND HECKMAN LLP			427.50	427.50	923900	10058723	PROFESSIONAL SERVICES	Oct-2016
540	Legal	KING AND SPALDING LLP			1,603.00	1,603.00	923100	10014968	PROFESSIONAL SERVICES	Dec-2015
541	Legal	KING AND SPALDING LLP			3,630.50	3,630.50	923100	10020098	PROFESSIONAL SERVICES	Dec-2015
542	Legal	KING AND SPALDING LLP			337.50	337.50	923100	10020099	PROFESSIONAL SERVICES	Dec-2015
543	Legal	KING AND SPALDING LLP			1,533.00	1,533.00	923100	10028289	PROFESSIONAL SERVICES	Feb-2016
544	Legal	KING AND SPALDING LLP			1,012.50	1,012.50	923100	10035021	PROFESSIONAL SERVICES	Mar-2016
545	Legal	KING AND SPALDING LLP			810.00	810.00	923100	10040093	PROFESSIONAL SERVICES	Apr-2016
546	Legal	KING AND SPALDING LLP			619.50	619.50	923100	10040094	PROFESSIONAL SERVICES	Apr-2016
547	Legal	KING AND SPALDING LLP			282.00	282.00	923100	10040095	PROFESSIONAL SERVICES	Apr-2016
548	Legal	KING AND SPALDING LLP			2,733.00	2,733.00	923100	10047267	PROFESSIONAL SERVICES	Jun-2016
549	Legal	KING AND SPALDING LLP			202.50	202.50	923100	10047268	PROFESSIONAL SERVICES	Jun-2016
550	Legal	KING AND SPALDING LLP			1,248.00	1,248.00	923100	10047269	PROFESSIONAL SERVICES	Jun-2016
551	Legal	KING AND SPALDING LLP			1,050.00	1,050.00	923100	10049451	PROFESSIONAL SERVICES	Jun-2016
552	Legal	KING AND SPALDING LLP			609.50	609.50	923100	10049452	PROFESSIONAL SERVICES	Jun-2016
553	Legal	KING AND SPALDING LLP			84.00	84.00	923100	10055201	PROFESSIONAL SERVICES	Jul-2016
554	Legal	KING AND SPALDING LLP			840.00	840.00	923100	10055202	PROFESSIONAL SERVICES	Jul-2016
555	Legal	KING AND SPALDING LLP			462.00	462.00	923100	10055203	PROFESSIONAL SERVICES	Jul-2016
556	Legal	KING AND SPALDING LLP			294.00	294.00	923100	10055204	PROFESSIONAL SERVICES	Jul-2016
557	Legal	KING AND SPALDING LLP			19,045.00	19,045.00	923100	10061369	PROFESSIONAL SERVICES	Aug-2016
558	Legal	KING AND SPALDING LLP			11,410.00	11,410.00	923100	10066726	PROFESSIONAL SERVICES	Sep-2016
559	Legal	KING AND SPALDING LLP			1,573.00	1,573.00	923100	10072930	PROFESSIONAL SERVICES	Sep-2016
560	Legal	KING AND SPALDING LLP			1,250.97	1,250.97	923900	10077825	PROFESSIONAL SERVICES	Oct-2016
561	Legal	LANGLEY & BROMBERG LLC			3,471.00	3,471.00	923100	8	PROFESSIONAL SERVICES	Mar-2016
562	Legal	LANGLEY & BROMBERG LLC			16,551.36	16,551.36	923100	28	PROFESSIONAL SERVICES	Apr-2016
563	Legal	LANGLEY & BROMBERG LLC			11,067.00	11,067.00	923100	64	PROFESSIONAL SERVICES	Apr-2016
564	Legal	LANGLEY & BROMBERG LLC			11,067.00	11,067.00	923100	64	PROFESSIONAL SERVICES- COD	Aug-2016
565	Legal	LANGLEY & BROMBERG LLC			5,148.00	5,148.00	923100	97	PROFESSIONAL SERVICES	May-2016
566	Legal	LANGLEY & BROMBERG LLC			7,647.32	7,647.32	923100	125	PROFESSIONAL SERVICES	Jul-2016
567	Legal	LANGLEY & BROMBERG LLC			1,131.00	1,131.00	923100	144	PROFESSIONAL SERVICES	Jul-2016
568	Legal	LANGLEY & BROMBERG LLC			78.00	78.00	923100	238	PROFESSIONAL SERVICES	Oct-2016
569	Legal	LLOYD & MCDANIEL PLC			1,100.00	1,100.00	923100	3067	PROFESSIONAL SERVICES	Mar-2016
570	Legal	LLOYD & MCDANIEL PLC			1,512.50	1,512.50	923100	3299	PROFESSIONAL SERVICES	Mar-2016
571	Legal	RICHARD J KINCH			6,423.13	6,423.13	923900	RJK040116	PROFESSIONAL SERVICES	May-2016
572	Legal	RICHARD J KINCH			2,066.75	2,066.75	923900	RJK050216	PROFESSIONAL SERVICES	May-2016
573	Legal	RICHARD J KINCH			2,797.93	2,797.93	923900	RJK070516	PROFESSIONAL SERVICES	Jul-2016
574	Legal	RJ LEE GROUP INC			10,982.75	10,982.75	923100	741255	PROFESSIONAL SERVICES	Dec-2015
575	Legal	RJ LEE GROUP INC			13,909.79	13,909.79	923100	741279	PROFESSIONAL SERVICES	Dec-2015
576	Legal	RJ LEE GROUP INC			11,583.04	11,583.04	923100	741280	PROFESSIONAL SERVICES	Dec-2015
577	Legal	RJ LEE GROUP INC			1,216.25	1,216.25	923100	741308	PROFESSIONAL SERVICES	Dec-2015
578	Legal	RJ LEE GROUP INC			13,296.09	13,296.09	923100	741345	PROFESSIONAL SERVICES	Jan-2016
579	Legal	RJ LEE GROUP INC			11,582.09	11,582.09	923100	741346	PROFESSIONAL SERVICES	Jan-2016
580	Legal	RJ LEE GROUP INC			2,812.50	2,812.50	923100	741366	PROFESSIONAL SERVICES	Jan-2016
581	Legal	RJ LEE GROUP INC			13,884.00	13,884.00	923100	741421	PROFESSIONAL SERVICES	Mar-2016
582	Legal	RJ LEE GROUP INC			11,570.00	11,570.00	923100	741422	PROFESSIONAL SERVICES	Mar-2016
583	Legal	RJ LEE GROUP INC			13,884.00	13,884.00	923100	741475	PROFESSIONAL SERVICES	Mar-2016
584	Legal	RJ LEE GROUP INC			10,970.00	10,970.00	923100	741476	PROFESSIONAL SERVICES	Mar-2016
585	Legal	RJ LEE GROUP INC			1,157.00	1,157.00	923100	748311	PROFESSIONAL SERVICES	Apr-2016
586	Legal	RJ LEE GROUP INC			1,675.00	1,675.00	923100	748493	PROFESSIONAL SERVICES	Aug-2016
587	Legal	RJ LEE GROUP INC			2,500.00	2,500.00	923100	748549	PROFESSIONAL SERVICES	Aug-2016
588	Legal	RJ LEE GROUP INC			23,010.00	23,010.00	923100	748590	PROFESSIONAL SERVICES	Sep-2016
589	Legal	RJ LEE GROUP INC			1,631.00	1,631.00	923900	27-OCT-2016 07:10 SERV	3rd party analysis of Air monitoring testing samples from specific plant locations - Invoice 748671	Oct-2016
590	Legal	RJ LEE GROUP INC			2,035.95	2,035.95	923900	27-OCT-2016 07:10 SERV	3rd party analysis of passive deposition samples at Mill Creek - Inv 748618	Oct-2016

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
591	Legal RJ LEE GROUP INC		441.88	441.88	923900	28-SEP-2016 07:09 SERV	3rd party analysis of Air monitoring testing samples from specific plant locations - Annual report for Cane Run - Invoice 748494	Sep-2016
592	Legal ROONEY RIPPLE & RATNASWAMY LLP		2,975.00	2,975.00	923100	9326	PROFESSIONAL SERVICES	Dec-2015
593	Legal ROONEY RIPPLE & RATNASWAMY LLP		2,422.50	2,422.50	923100	9722	PROFESSIONAL SERVICES	Feb-2016
594	Legal SCHIFF HARDEN LLP		367.08	367.08	923900	2060317	PROFESSIONAL SERVICES	Dec-2015
595	Legal SCHIFF HARDEN LLP		50.74	50.74	923900	2062585	PROFESSIONAL SERVICES	Dec-2015
596	Legal SCHIFF HARDEN LLP		101.48	101.48	923900	2069130	PROFESSIONAL SERVICES	Dec-2015
597	Legal SCHIFF HARDEN LLP		351.65	351.65	923900	2071054	PROFESSIONAL SERVICES	Feb-2016
598	Legal SCHIFF HARDEN LLP		1,338.93	1,338.93	923900	2116233	PROFESSIONAL SERVICES	Jul-2016
599	Legal SCHIFF HARDEN LLP		49.21	49.21	923900	2116516	PROFESSIONAL SERVICES	Jul-2016
600	Legal SCHIFF HARDEN LLP		60.89	60.89	923900	20738321	PROFESSIONAL SERVICES	Feb-2016
601	Legal SEYFARTH SHAW LLP		315.37	315.37	923900	2578831	PROFESSIONAL SERVICES	Jun-2016
602	Legal SMITH CARPENTER THOMPSON FONDRISI		44.20	44.20	923100	24638	PROFESSIONAL SERVICES	Aug-2016
603	Legal SMITH CARPENTER THOMPSON FONDRISI		175.00	175.00	923100	24983	PROFESSIONAL SERVICES	Oct-2016
604	Legal SMITH CARPENTER THOMPSON FONDRISI		175.00	175.00	923100	25095	PROFESSIONAL SERVICES	Oct-2016
605	Legal STEPTOE & JOHNSON PLLC		2,405.00	2,405.00	923100	708701	PROFESSIONAL SERVICES	Feb-2016
606	Legal STEPTOE & JOHNSON PLLC		2,849.00	2,849.00	923100	712430	PROFESSIONAL SERVICES	Mar-2016
607	Legal STEPTOE & JOHNSON PLLC		1,924.00	1,924.00	923100	712431	PROFESSIONAL SERVICES	Mar-2016
608	Legal STEPTOE & JOHNSON PLLC		518.00	518.00	923100	712432	PROFESSIONAL SERVICES	Apr-2016
609	Legal STEPTOE & JOHNSON PLLC		518.00	518.00	923100	714903	PROFESSIONAL SERVICES	Apr-2016
610	Legal STEPTOE & JOHNSON PLLC		2,553.00	2,553.00	923100	714904	PROFESSIONAL SERVICES	Apr-2016
611	Legal STEPTOE & JOHNSON PLLC		268.50	268.50	923100	717282	PROFESSIONAL SERVICES	May-2016
612	Legal STEPTOE & JOHNSON PLLC		1,554.00	1,554.00	923100	719786	PROFESSIONAL SERVICES	Jun-2016
613	Legal STEPTOE & JOHNSON PLLC		74.00	74.00	923100	723285	PROFESSIONAL SERVICES	Jul-2016
614	Legal STEPTOE & JOHNSON PLLC		2,627.00	2,627.00	923100	723286	PROFESSIONAL SERVICES	Oct-2016
615	Legal STEPTOE & JOHNSON PLLC		154.00	154.00	923100	723378	PROFESSIONAL SERVICES	Aug-2016
616	Legal STEPTOE & JOHNSON PLLC		6,438.00	6,438.00	923100	726462	PROFESSIONAL SERVICES	Oct-2016
617	Legal STEPTOE & JOHNSON PLLC		8,751.50	8,751.50	923100	729058	PROFESSIONAL SERVICES	Oct-2016
618	Legal STEPTOE & JOHNSON PLLC		786.25	786.25	923900	729059	PROFESSIONAL SERVICES	Oct-2016
619	Legal STEPTOE & JOHNSON PLLC		6,401.00	6,401.00	923100	731936	PROFESSIONAL SERVICES	Oct-2016
620	Legal STEPTOE & JOHNSON PLLC		1,195.10	1,195.10	923900	731937	PROFESSIONAL SERVICES	Oct-2016
621	Legal STEPTOE & JOHNSON PLLC		2,437.38	2,437.38	923900	735563	PROFESSIONAL SERVICES	Oct-2016
622	Legal STOLL KEENON OGDEN PLLC		3,350.31	3,350.31	923900	822107	PROFESSIONAL SERVICES	Nov-2015
623	Legal STOLL KEENON OGDEN PLLC		319.80	319.80	923900	823761	PROFESSIONAL SERVICES	Dec-2015
624	Legal STOLL KEENON OGDEN PLLC		351.00	351.00	923100	823762	PROFESSIONAL SERVICES	Dec-2015
625	Legal STOLL KEENON OGDEN PLLC		12,318.07	12,318.07	923100	823764	PROFESSIONAL SERVICES	Dec-2015
626	Legal STOLL KEENON OGDEN PLLC		11.06	11.06	923900	823765	PROFESSIONAL SERVICES	Dec-2015
627	Legal STOLL KEENON OGDEN PLLC		956.08	956.08	923900	823768	PROFESSIONAL SERVICES	Dec-2015
628	Legal STOLL KEENON OGDEN PLLC		2,255.62	2,255.62	923900	823773	PROFESSIONAL SERVICES	Dec-2015
629	Legal STOLL KEENON OGDEN PLLC		282.15	282.15	923100	823774	PROFESSIONAL SERVICES	Dec-2015
630	Legal STOLL KEENON OGDEN PLLC		859.95	859.95	923900	823775	PROFESSIONAL SERVICES	Dec-2015
631	Legal STOLL KEENON OGDEN PLLC		408.08	408.08	923100	823776	PROFESSIONAL SERVICES	Dec-2015
632	Legal STOLL KEENON OGDEN PLLC		92.10	92.10	923100	823780	PROFESSIONAL SERVICES	Dec-2015
633	Legal STOLL KEENON OGDEN PLLC		1,392.76	1,392.76	923100	823784	PROFESSIONAL SERVICES	Dec-2015
634	Legal STOLL KEENON OGDEN PLLC		1,170.75	1,170.75	923900	823786	PROFESSIONAL SERVICES	Dec-2015
635	Legal STOLL KEENON OGDEN PLLC		4,784.13	4,784.13	923900	823789	PROFESSIONAL SERVICES	Dec-2015
636	Legal STOLL KEENON OGDEN PLLC		3,743.64	3,743.64	923900	823790	PROFESSIONAL SERVICES	Dec-2015
637	Legal STOLL KEENON OGDEN PLLC		10,080.64	10,080.64	923100	824792	PROFESSIONAL SERVICES	Dec-2015
638	Legal STOLL KEENON OGDEN PLLC		195.00	195.00	923100	824797	PROFESSIONAL SERVICES	Dec-2015
639	Legal STOLL KEENON OGDEN PLLC		373.60	373.60	923100	824802	PROFESSIONAL SERVICES	Dec-2015
640	Legal STOLL KEENON OGDEN PLLC		136.50	136.50	923900	824803	PROFESSIONAL SERVICES	Dec-2015
641	Legal STOLL KEENON OGDEN PLLC		646.50	646.50	923100	824809	PROFESSIONAL SERVICES	Dec-2015
642	Legal STOLL KEENON OGDEN PLLC		3,904.09	3,904.09	923100	824814	PROFESSIONAL SERVICES	Dec-2015
643	Legal STOLL KEENON OGDEN PLLC		9,748.55	9,748.55	923900	824816	PROFESSIONAL SERVICES	Dec-2015
644	Legal STOLL KEENON OGDEN PLLC		3,123.15	3,123.15	923900	824819	PROFESSIONAL SERVICES	Dec-2015
645	Legal STOLL KEENON OGDEN PLLC		1,047.27	1,047.27	923900	824820	PROFESSIONAL SERVICES	Dec-2015
646	Legal STOLL KEENON OGDEN PLLC		390.00	390.00	923100	827314	PROFESSIONAL SERVICES	Feb-2016
647	Legal STOLL KEENON OGDEN PLLC		54.45	54.45	923900	827315	PROFESSIONAL SERVICES	Feb-2016
648	Legal STOLL KEENON OGDEN PLLC		3,140.24	3,140.24	923100	827321	PROFESSIONAL SERVICES	Feb-2016
649	Legal STOLL KEENON OGDEN PLLC		136.50	136.50	923900	827322	PROFESSIONAL SERVICES	Feb-2016
650	Legal STOLL KEENON OGDEN PLLC		616.40	616.40	923100	827327	PROFESSIONAL SERVICES	Feb-2016
651	Legal STOLL KEENON OGDEN PLLC		82.35	82.35	923900	827330	PROFESSIONAL SERVICES	Mar-2016
652	Legal STOLL KEENON OGDEN PLLC		1,025.00	1,025.00	923100	827332	PROFESSIONAL SERVICES	Feb-2016
653	Legal STOLL KEENON OGDEN PLLC		2,376.70	2,376.70	923900	827336	PROFESSIONAL SERVICES	Feb-2016
654	Legal STOLL KEENON OGDEN PLLC		233.98	233.98	923900	827337	PROFESSIONAL SERVICES	Mar-2016
655	Legal STOLL KEENON OGDEN PLLC		455.40	455.40	923900	827338	PROFESSIONAL SERVICES	Feb-2016
656	Legal STOLL KEENON OGDEN PLLC		9,079.51	9,079.51	923100	827366	PROFESSIONAL SERVICES	Feb-2016
657	Legal STOLL KEENON OGDEN PLLC		21,086.50	21,086.50	923900	827367	PROFESSIONAL SERVICES	Feb-2016
658	Legal STOLL KEENON OGDEN PLLC		3,022.19	3,022.19	923900	828953	PROFESSIONAL SERVICES	Mar-2016
659	Legal STOLL KEENON OGDEN PLLC		10,984.77	10,984.77	923100	828955	PROFESSIONAL SERVICES	Mar-2016
660	Legal STOLL KEENON OGDEN PLLC		33.17	33.17	923900	828957	PROFESSIONAL SERVICES	Mar-2016
661	Legal STOLL KEENON OGDEN PLLC		690.24	690.24	923100	828968	PROFESSIONAL SERVICES	Mar-2016
662	Legal STOLL KEENON OGDEN PLLC		1,706.25	1,706.25	923900	828969	PROFESSIONAL SERVICES	Mar-2016
663	Legal STOLL KEENON OGDEN PLLC		2,558.00	2,558.00	923100	828971	PROFESSIONAL SERVICES	Mar-2016
664	Legal STOLL KEENON OGDEN PLLC		36,290.24	36,290.24	923100	828975	PROFESSIONAL SERVICES	Mar-2016
665	Legal STOLL KEENON OGDEN PLLC		1,747.78	1,747.78	923100	828980	PROFESSIONAL SERVICES	Mar-2016
666	Legal STOLL KEENON OGDEN PLLC		34,352.65	34,352.65	923900	828982	PROFESSIONAL SERVICES	Mar-2016
667	Legal STOLL KEENON OGDEN PLLC		4,702.20	4,702.20	923100	828990	PROFESSIONAL SERVICES	Mar-2016
668	Legal STOLL KEENON OGDEN PLLC		761.29	761.29	923900	830623	PROFESSIONAL SERVICES	Mar-2016
669	Legal STOLL KEENON OGDEN PLLC		8,225.20	8,225.20	923100	830629	PROFESSIONAL SERVICES	Mar-2016
670	Legal STOLL KEENON OGDEN PLLC		29,708.92	29,708.92	923100	830632	PROFESSIONAL SERVICES	Apr-2016
671	Legal STOLL KEENON OGDEN PLLC		297.00	297.00	923100	830636	PROFESSIONAL SERVICES	Apr-2016
672	Legal STOLL KEENON OGDEN PLLC		15,171.52	15,171.52	923900	830638	PROFESSIONAL SERVICES	Mar-2016
673	Legal STOLL KEENON OGDEN PLLC		5,159.73	5,159.73	923900	830641	PROFESSIONAL SERVICES	Mar-2016
674	Legal STOLL KEENON OGDEN PLLC		13.65	13.65	923900	830649	PROFESSIONAL SERVICES	Mar-2016

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Audit	(E) Other	(F) Total	(G) Account	(G) Invoice	(H) Description	(I) Period
675	Legal	STOLL KEENON OGDEN PLLC		6,479.31	6,479.31	923100	830721	PROFESSIONAL SERVICES	Mar-2016
676	Legal	STOLL KEENON OGDEN PLLC		12,992.40	12,992.40	923100	830723	PROFESSIONAL SERVICES	Apr-2016
677	Legal	STOLL KEENON OGDEN PLLC		3,300.00	3,300.00	923900	832059	PROFESSIONAL SERVICES	May-2016
678	Legal	STOLL KEENON OGDEN PLLC		11.06	11.06	923900	832060	PROFESSIONAL SERVICES	May-2016
679	Legal	STOLL KEENON OGDEN PLLC		234.50	234.50	923100	832061	PROFESSIONAL SERVICES	Jul-2016
680	Legal	STOLL KEENON OGDEN PLLC		2,924.28	2,924.28	923100	832068	PROFESSIONAL SERVICES	May-2016
681	Legal	STOLL KEENON OGDEN PLLC		7,256.93	7,256.93	923100	832071	PROFESSIONAL SERVICES	May-2016
682	Legal	STOLL KEENON OGDEN PLLC		428.58	428.58	923100	832076	PROFESSIONAL SERVICES	May-2016
683	Legal	STOLL KEENON OGDEN PLLC		534.77	534.77	923900	832080	PROFESSIONAL SERVICES	May-2016
684	Legal	STOLL KEENON OGDEN PLLC		1,365.00	1,365.00	923100	832082	PROFESSIONAL SERVICES	Jul-2016
685	Legal	STOLL KEENON OGDEN PLLC		6,879.00	6,879.00	923100	832087	PROFESSIONAL SERVICES	May-2016
686	Legal	STOLL KEENON OGDEN PLLC		1,683.54	1,683.54	923100	832088	PROFESSIONAL SERVICES	May-2016
687	Legal	STOLL KEENON OGDEN PLLC		7,400.57	7,400.57	923100	832464	PROFESSIONAL SERVICES	May-2016
688	Legal	STOLL KEENON OGDEN PLLC		67,250.40	67,250.40	923100	832465	PROFESSIONAL SERVICES	May-2016
689	Legal	STOLL KEENON OGDEN PLLC		12,302.34	12,302.34	923900	832472	PROFESSIONAL SERVICES	May-2016
690	Legal	STOLL KEENON OGDEN PLLC		2,503.40	2,503.40	923100	834149	PROFESSIONAL SERVICES	Jun-2016
691	Legal	STOLL KEENON OGDEN PLLC		12,859.39	12,859.39	923100	834151	PROFESSIONAL SERVICES	Jun-2016
692	Legal	STOLL KEENON OGDEN PLLC		22.57	22.57	923900	834152	PROFESSIONAL SERVICES	Jun-2016
693	Legal	STOLL KEENON OGDEN PLLC		48.80	48.80	923900	834156	PROFESSIONAL SERVICES	Jun-2016
694	Legal	STOLL KEENON OGDEN PLLC		2,337.36	2,337.36	923900	834158	PROFESSIONAL SERVICES	Jun-2016
695	Legal	STOLL KEENON OGDEN PLLC		80.64	80.64	923100	834164	PROFESSIONAL SERVICES	Jun-2016
696	Legal	STOLL KEENON OGDEN PLLC		362.18	362.18	923900	834165	PROFESSIONAL SERVICES	Jun-2016
697	Legal	STOLL KEENON OGDEN PLLC		32,888.20	32,888.20	923100	834166	PROFESSIONAL SERVICES	Jun-2016
698	Legal	STOLL KEENON OGDEN PLLC		438.20	438.20	923900	834169	PROFESSIONAL SERVICES	Jun-2016
699	Legal	STOLL KEENON OGDEN PLLC		5,780.68	5,780.68	923100	834170	PROFESSIONAL SERVICES	Jun-2016
700	Legal	STOLL KEENON OGDEN PLLC		673.58	673.58	923100	834174	PROFESSIONAL SERVICES	Jun-2016
701	Legal	STOLL KEENON OGDEN PLLC		7,088.59	7,088.59	923900	834176	PROFESSIONAL SERVICES	Jun-2016
702	Legal	STOLL KEENON OGDEN PLLC		198.11	198.11	923900	834179	PROFESSIONAL SERVICES	Jun-2016
703	Legal	STOLL KEENON OGDEN PLLC		15,452.10	15,452.10	923100	834189	PROFESSIONAL SERVICES	Jul-2016
704	Legal	STOLL KEENON OGDEN PLLC		251.79	251.79	923900	834190	PROFESSIONAL SERVICES	Jun-2016
705	Legal	STOLL KEENON OGDEN PLLC		7,031.10	7,031.10	923100	835766	PROFESSIONAL SERVICES	Aug-2016
706	Legal	STOLL KEENON OGDEN PLLC		4,453.86	4,453.86	923100	835803	PROFESSIONAL SERVICES	Aug-2016
707	Legal	STOLL KEENON OGDEN PLLC		2,080.62	2,080.62	923100	835810	PROFESSIONAL SERVICES	Aug-2016
708	Legal	STOLL KEENON OGDEN PLLC		124.15	124.15	923900	835850	PROFESSIONAL SERVICES	Jul-2016
709	Legal	STOLL KEENON OGDEN PLLC		112.55	112.55	923900	835852	PROFESSIONAL SERVICES	Jul-2016
710	Legal	STOLL KEENON OGDEN PLLC		10,933.38	10,933.38	923100	835856	PROFESSIONAL SERVICES	Jul-2016
711	Legal	STOLL KEENON OGDEN PLLC		6,199.88	6,199.88	923100	835860	PROFESSIONAL SERVICES	Jul-2016
712	Legal	STOLL KEENON OGDEN PLLC		257.40	257.40	923100	835863	PROFESSIONAL SERVICES	Jul-2016
713	Legal	STOLL KEENON OGDEN PLLC		724.50	724.50	923900	835869	PROFESSIONAL SERVICES	Jul-2016
714	Legal	STOLL KEENON OGDEN PLLC		4,986.00	4,986.00	923100	835875	PROFESSIONAL SERVICES	Oct-2016
715	Legal	STOLL KEENON OGDEN PLLC		48.40	48.40	923900	835876	PROFESSIONAL SERVICES	Aug-2016
716	Legal	STOLL KEENON OGDEN PLLC		752.40	752.40	923100	835880	PROFESSIONAL SERVICES	Aug-2016
717	Legal	STOLL KEENON OGDEN PLLC		661.20	661.20	923100	835882	PROFESSIONAL SERVICES	Jul-2016
718	Legal	STOLL KEENON OGDEN PLLC		3,548.97	3,548.97	923900	835883	PROFESSIONAL SERVICES	Jul-2016
719	Legal	STOLL KEENON OGDEN PLLC		2,419.30	2,419.30	923100	835895	PROFESSIONAL SERVICES	Jul-2016
720	Legal	STOLL KEENON OGDEN PLLC		10,694.81	10,694.81	923900	835896	PROFESSIONAL SERVICES	Jul-2016
721	Legal	STOLL KEENON OGDEN PLLC		268.00	268.00	923100	836049	PROFESSIONAL SERVICES	Jul-2016
722	Legal	STOLL KEENON OGDEN PLLC		1,485.20	1,485.20	923100	836109	PROFESSIONAL SERVICES	Aug-2016
723	Legal	STOLL KEENON OGDEN PLLC		603.00	603.00	923100	836110	PROFESSIONAL SERVICES	Jul-2016
724	Legal	STOLL KEENON OGDEN PLLC		914.58	914.58	923900	838119	PROFESSIONAL SERVICES	Aug-2016
725	Legal	STOLL KEENON OGDEN PLLC		82.92	82.92	923900	838124	PROFESSIONAL SERVICES	Aug-2016
726	Legal	STOLL KEENON OGDEN PLLC		264.40	264.40	923100	838125	PROFESSIONAL SERVICES	Aug-2016
727	Legal	STOLL KEENON OGDEN PLLC		7,643.76	7,643.76	923100	838130	PROFESSIONAL SERVICES	Aug-2016
728	Legal	STOLL KEENON OGDEN PLLC		1,779.98	1,779.98	923900	838133	PROFESSIONAL SERVICES	Aug-2016
729	Legal	STOLL KEENON OGDEN PLLC		322.64	322.64	923900	838143	PROFESSIONAL SERVICES	Aug-2016
730	Legal	STOLL KEENON OGDEN PLLC		996.00	996.00	923100	838145	PROFESSIONAL SERVICES	Aug-2016
731	Legal	STOLL KEENON OGDEN PLLC		2,423.70	2,423.70	923100	838146	PROFESSIONAL SERVICES	Aug-2016
732	Legal	STOLL KEENON OGDEN PLLC		1,220.80	1,220.80	923100	838148	PROFESSIONAL SERVICES	Aug-2016
733	Legal	STOLL KEENON OGDEN PLLC		2,913.60	2,913.60	923100	838157	PROFESSIONAL SERVICES	Aug-2016
734	Legal	STOLL KEENON OGDEN PLLC		9,790.10	9,790.10	923100	838158	PROFESSIONAL SERVICES	Aug-2016
735	Legal	STOLL KEENON OGDEN PLLC		37,752.87	37,752.87	923900	838159	PROFESSIONAL SERVICES	Aug-2016
736	Legal	STOLL KEENON OGDEN PLLC		12,601.73	12,601.73	923900	838160	PROFESSIONAL SERVICES	Aug-2016
737	Legal	STOLL KEENON OGDEN PLLC		488.84	488.84	923100	838260	PROFESSIONAL SERVICES	Aug-2016
738	Legal	STOLL KEENON OGDEN PLLC		68.40	68.40	923100	838277	PROFESSIONAL SERVICES	Aug-2016
739	Legal	STOLL KEENON OGDEN PLLC		537.60	537.60	923100	839268	PROFESSIONAL SERVICES	Sep-2016
740	Legal	STOLL KEENON OGDEN PLLC		1,791.90	1,791.90	923100	839398	PROFESSIONAL SERVICES	Sep-2016
741	Legal	STOLL KEENON OGDEN PLLC		738.52	738.52	923900	839403	PROFESSIONAL SERVICES	Sep-2016
742	Legal	STOLL KEENON OGDEN PLLC		5,586.24	5,586.24	923100	839405	PROFESSIONAL SERVICES	Sep-2016
743	Legal	STOLL KEENON OGDEN PLLC		2,475.72	2,475.72	923100	839407	PROFESSIONAL SERVICES	Sep-2016
744	Legal	STOLL KEENON OGDEN PLLC		1,347.35	1,347.35	923900	839411	PROFESSIONAL SERVICES	Sep-2016
745	Legal	STOLL KEENON OGDEN PLLC		1,280.70	1,280.70	923100	839420	PROFESSIONAL SERVICES	Oct-2016
746	Legal	STOLL KEENON OGDEN PLLC		2,008.40	2,008.40	923100	839422	PROFESSIONAL SERVICES	Sep-2016
747	Legal	STOLL KEENON OGDEN PLLC		8,749.29	8,749.29	923900	839423	PROFESSIONAL SERVICES	Sep-2016
748	Legal	STOLL KEENON OGDEN PLLC		536.91	536.91	923900	839425	PROFESSIONAL SERVICES	Sep-2016
749	Legal	STOLL KEENON OGDEN PLLC		6,620.40	6,620.40	923100	839426	PROFESSIONAL SERVICES	Oct-2016
750	Legal	STOLL KEENON OGDEN PLLC		38,416.56	38,416.56	923100	839538	PROFESSIONAL SERVICES	Sep-2016
751	Legal	STOLL KEENON OGDEN PLLC		619.95	619.95	923100	841217	PROFESSIONAL SERVICES	Sep-2016
752	Legal	STOLL KEENON OGDEN PLLC		142.27	142.27	923900	841220	PROFESSIONAL SERVICES	Sep-2016
753	Legal	STOLL KEENON OGDEN PLLC		787.33	787.33	923900	841225	PROFESSIONAL SERVICES	Sep-2016
754	Legal	STOLL KEENON OGDEN PLLC		1,135.95	1,135.95	923900	841228	PROFESSIONAL SERVICES	Sep-2016
755	Legal	STOLL KEENON OGDEN PLLC		11,719.14	11,719.14	923100	841229	PROFESSIONAL SERVICES	Sep-2016
756	Legal	STOLL KEENON OGDEN PLLC		2,779.52	2,779.52	923100	841232	PROFESSIONAL SERVICES	Sep-2016
757	Legal	STOLL KEENON OGDEN PLLC		3,081.57	3,081.57	923900	841233	PROFESSIONAL SERVICES	Sep-2016
758	Legal	STOLL KEENON OGDEN PLLC		321.39	321.39	923900	841236	PROFESSIONAL SERVICES	Sep-2016
759	Legal	STOLL KEENON OGDEN PLLC		2,128.20	2,128.20	923100	841244	PROFESSIONAL SERVICES	Sep-2016
760	Legal	STOLL KEENON OGDEN PLLC		3,701.86	3,701.86	923900	841245	PROFESSIONAL SERVICES	Sep-2016

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
761	Legal	STOLL KEENON OGDEN PLLC	8,816.92	8,816.92	923100	841247	PROFESSIONAL SERVICES	Oct-2016
762	Legal	STOLL KEENON OGDEN PLLC	48,893.99	48,893.99	923100	841395	PROFESSIONAL SERVICES	Oct-2016
763	Legal	STOLL KEENON OGDEN PLLC	1,141.20	1,141.20	923100	842946	PROFESSIONAL SERVICES	Oct-2016
764	Legal	STOLL KEENON OGDEN PLLC	239.90	239.90	923100	842949	PROFESSIONAL SERVICES	Oct-2016
765	Legal	STOLL KEENON OGDEN PLLC	49.44	49.44	923900	842953	PROFESSIONAL SERVICES	Oct-2016
766	Legal	STOLL KEENON OGDEN PLLC	1,642.84	1,642.84	923900	842966	PROFESSIONAL SERVICES	Oct-2016
767	Legal	STOLL KEENON OGDEN PLLC	2,892.36	2,892.36	923100	842967	PROFESSIONAL SERVICES	Oct-2016
768	Legal	STOLL KEENON OGDEN PLLC	26,477.95	26,477.95	923100	842977	PROFESSIONAL SERVICES	Oct-2016
769	Legal	STOLL KEENON OGDEN PLLC	1,343.10	1,343.10	923900	822094A	PROFESSIONAL SERVICES	Jan-2016
770	Legal	STOLL KEENON OGDEN PLLC	(11.47)	(11.47)	923900	J017-0020-0916 IC Adj USD	Reimbursement for double billing on Inv#801842 & #800405	Sep-2016
771	Legal	STOLL KEENON OGDEN PLLC	(3,350.31)	(3,350.31)	923900	Reverses "J705-0020-1015 Adjustment USD"02-NOV-2015 09:29:59	Legal Accrual, Invoice 822107	Nov-2015
772	Legal	THE HARTFORD	(461,261.26)	(461,261.26)	923100	J017-0020-1016 IC Adj USD	Reimbursement of legal fees	Oct-2016
773	Legal	TROUTMAN SANDERS LLP	801.35	801.35	923900	1713933	PROFESSIONAL SERVICES	Dec-2015
774	Legal	TROUTMAN SANDERS LLP	526.89	526.89	923900	1713934	PROFESSIONAL SERVICES	Dec-2015
775	Legal	TROUTMAN SANDERS LLP	829.46	829.46	923100	1713935	PROFESSIONAL SERVICES	Dec-2015
776	Legal	TROUTMAN SANDERS LLP	517.26	517.26	923900	1713938	PROFESSIONAL SERVICES	Dec-2015
777	Legal	TROUTMAN SANDERS LLP	51.58	51.58	923900	1713939	PROFESSIONAL SERVICES	Dec-2015
778	Legal	TROUTMAN SANDERS LLP	176.13	176.13	923900	1713940	PROFESSIONAL SERVICES	Nov-2015
779	Legal	TROUTMAN SANDERS LLP	591.02	591.02	923900	1713941	PROFESSIONAL SERVICES	Nov-2015
780	Legal	TROUTMAN SANDERS LLP	1,843.07	1,843.07	923900	1713945	PROFESSIONAL SERVICES	Dec-2015
781	Legal	TROUTMAN SANDERS LLP	2,789.28	2,789.28	923900	1713946	PROFESSIONAL SERVICES	Dec-2015
782	Legal	TROUTMAN SANDERS LLP	29.46	29.46	923900	1719269	PROFESSIONAL SERVICES	Dec-2015
783	Legal	TROUTMAN SANDERS LLP	135.35	135.35	923900	1719270	PROFESSIONAL SERVICES	Dec-2015
784	Legal	TROUTMAN SANDERS LLP	1,380.73	1,380.73	923900	1722582	PROFESSIONAL SERVICES	Dec-2015
785	Legal	TROUTMAN SANDERS LLP	2,936.22	2,936.22	923900	1722585	PROFESSIONAL SERVICES	Dec-2015
786	Legal	TROUTMAN SANDERS LLP	377.99	377.99	923900	1722586	PROFESSIONAL SERVICES	Dec-2015
787	Legal	TROUTMAN SANDERS LLP	2,047.98	2,047.98	923900	1722588	PROFESSIONAL SERVICES	Dec-2015
788	Legal	TROUTMAN SANDERS LLP	5,575.25	5,575.25	923900	1722589	PROFESSIONAL SERVICES	Jan-2016
789	Legal	TROUTMAN SANDERS LLP	11.93	11.93	923900	1722590	PROFESSIONAL SERVICES	Dec-2015
790	Legal	TROUTMAN SANDERS LLP	78.75	78.75	923900	1722591	PROFESSIONAL SERVICES	Dec-2015
791	Legal	TROUTMAN SANDERS LLP	14.80	14.80	923900	1722592	PROFESSIONAL SERVICES	Dec-2015
792	Legal	TROUTMAN SANDERS LLP	16,822.52	16,822.52	923900	1722594	PROFESSIONAL SERVICES	Dec-2015
793	Legal	TROUTMAN SANDERS LLP	448.65	448.65	923900	1722595	PROFESSIONAL SERVICES	Dec-2015
794	Legal	TROUTMAN SANDERS LLP	3,015.29	3,015.29	923900	1724010	PROFESSIONAL SERVICES	Dec-2015
795	Legal	TROUTMAN SANDERS LLP	2,742.43	2,742.43	923900	1726653	PROFESSIONAL SERVICES	Dec-2015
796	Legal	TROUTMAN SANDERS LLP	47.25	47.25	923900	1726654	PROFESSIONAL SERVICES	Dec-2015
797	Legal	TROUTMAN SANDERS LLP	508.89	508.89	923900	1732882	PROFESSIONAL SERVICES	Feb-2016
798	Legal	TROUTMAN SANDERS LLP	2,249.89	2,249.89	923900	1732883	PROFESSIONAL SERVICES	Feb-2016
799	Legal	TROUTMAN SANDERS LLP	6,830.90	6,830.90	923100	1732884	PROFESSIONAL SERVICES	Feb-2016
800	Legal	TROUTMAN SANDERS LLP	314.99	314.99	923900	1732887	PROFESSIONAL SERVICES	Feb-2016
801	Legal	TROUTMAN SANDERS LLP	229.08	229.08	923900	1732889	PROFESSIONAL SERVICES	Feb-2016
802	Legal	TROUTMAN SANDERS LLP	1,422.65	1,422.65	923900	1732891	PROFESSIONAL SERVICES	Feb-2016
803	Legal	TROUTMAN SANDERS LLP	2,446.48	2,446.48	923900	1732892	PROFESSIONAL SERVICES	Feb-2016
804	Legal	TROUTMAN SANDERS LLP	3,711.07	3,711.07	923900	1732895	PROFESSIONAL SERVICES	Feb-2016
805	Legal	TROUTMAN SANDERS LLP	17.26	17.26	923900	1732897	PROFESSIONAL SERVICES	Feb-2016
806	Legal	TROUTMAN SANDERS LLP	1,156.66	1,156.66	923900	1737562	PROFESSIONAL SERVICES	Feb-2016
807	Legal	TROUTMAN SANDERS LLP	708.10	708.10	923900	1739038	PROFESSIONAL SERVICES	Mar-2016
808	Legal	TROUTMAN SANDERS LLP	194.06	194.06	923900	1739040	PROFESSIONAL SERVICES	Mar-2016
809	Legal	TROUTMAN SANDERS LLP	9,199.51	9,199.51	923100	1739041	PROFESSIONAL SERVICES	Mar-2016
810	Legal	TROUTMAN SANDERS LLP	189.81	189.81	923900	1739044	PROFESSIONAL SERVICES	Feb-2016
811	Legal	TROUTMAN SANDERS LLP	429.87	429.87	923900	1739046	PROFESSIONAL SERVICES	Mar-2016
812	Legal	TROUTMAN SANDERS LLP	167.04	167.04	923900	1739047	PROFESSIONAL SERVICES	Feb-2016
813	Legal	TROUTMAN SANDERS LLP	3,064.64	3,064.64	923900	1745476	PROFESSIONAL SERVICES	Apr-2016
814	Legal	TROUTMAN SANDERS LLP	2,138.76	2,138.76	923900	1746577	PROFESSIONAL SERVICES	Jun-2016
815	Legal	TROUTMAN SANDERS LLP	541.63	541.63	923900	1746578	PROFESSIONAL SERVICES	Mar-2016
816	Legal	TROUTMAN SANDERS LLP	1,966.90	1,966.90	923100	1746579	PROFESSIONAL SERVICES	Mar-2016
817	Legal	TROUTMAN SANDERS LLP	1,453.45	1,453.45	923900	1746580	PROFESSIONAL SERVICES	Mar-2016
818	Legal	TROUTMAN SANDERS LLP	178.20	178.20	923900	1746581	PROFESSIONAL SERVICES	Mar-2016
819	Legal	TROUTMAN SANDERS LLP	126.00	126.00	923900	1746582	PROFESSIONAL SERVICES	Mar-2016
820	Legal	TROUTMAN SANDERS LLP	1,423.87	1,423.87	923900	1746584	PROFESSIONAL SERVICES	Mar-2016
821	Legal	TROUTMAN SANDERS LLP	779.66	779.66	923900	1746586	PROFESSIONAL SERVICES	Mar-2016
822	Legal	TROUTMAN SANDERS LLP	69.03	69.03	923900	1746588	PROFESSIONAL SERVICES	Mar-2016
823	Legal	TROUTMAN SANDERS LLP	3,529.62	3,529.62	923900	1746589	PROFESSIONAL SERVICES	Jun-2016
824	Legal	TROUTMAN SANDERS LLP	102.62	102.62	923900	1747136	PROFESSIONAL SERVICES	Apr-2016
825	Legal	TROUTMAN SANDERS LLP	2,796.32	2,796.32	923900	1756777	PROFESSIONAL SERVICES	Jun-2016
826	Legal	TROUTMAN SANDERS LLP	1,617.71	1,617.71	923900	1756778	PROFESSIONAL SERVICES	Jun-2016
827	Legal	TROUTMAN SANDERS LLP	12,441.70	12,441.70	923100	1756779	PROFESSIONAL SERVICES	May-2016
828	Legal	TROUTMAN SANDERS LLP	1,202.16	1,202.16	923900	1756780	PROFESSIONAL SERVICES	Jun-2016
829	Legal	TROUTMAN SANDERS LLP	78.75	78.75	923900	1756782	PROFESSIONAL SERVICES	Jun-2016
830	Legal	TROUTMAN SANDERS LLP	5,931.18	5,931.18	923900	1756784	PROFESSIONAL SERVICES	Jun-2016
831	Legal	TROUTMAN SANDERS LLP	3,888.02	3,888.02	923900	1756785	PROFESSIONAL SERVICES	Jun-2016
832	Legal	TROUTMAN SANDERS LLP	1,921.41	1,921.41	923900	1756786	PROFESSIONAL SERVICES	Jun-2016
833	Legal	TROUTMAN SANDERS LLP	5,171.17	5,171.17	923900	1756787	PROFESSIONAL SERVICES	Jun-2016
834	Legal	TROUTMAN SANDERS LLP	276.09	276.09	923900	1756789	PROFESSIONAL SERVICES	Jun-2016
835	Legal	TROUTMAN SANDERS LLP	670.65	670.65	923900	1756790	PROFESSIONAL SERVICES	Jun-2016
836	Legal	TROUTMAN SANDERS LLP	503.98	503.98	923900	1756791	PROFESSIONAL SERVICES	Jun-2016
837	Legal	TROUTMAN SANDERS LLP	793.69	793.69	923900	1756792	PROFESSIONAL SERVICES	Jun-2016
838	Legal	TROUTMAN SANDERS LLP	4,031.81	4,031.81	923900	1756793	PROFESSIONAL SERVICES	Jun-2016
839	Legal	TROUTMAN SANDERS LLP	2,047.41	2,047.41	923900	1756794	PROFESSIONAL SERVICES	Jun-2016
840	Legal	TROUTMAN SANDERS LLP	1,023.70	1,023.70	923900	1756795	PROFESSIONAL SERVICES	Jun-2016
841	Legal	TROUTMAN SANDERS LLP	641.61	641.61	923900	1756797	PROFESSIONAL SERVICES	Jun-2016
842	Legal	TROUTMAN SANDERS LLP	1,715.42	1,715.42	923900	1764711	PROFESSIONAL SERVICES	Jun-2016
843	Legal	TROUTMAN SANDERS LLP	931.20	931.20	923900	1764712	PROFESSIONAL SERVICES	Jun-2016
844	Legal	TROUTMAN SANDERS LLP	2,812.34	2,812.34	923900	1764713	PROFESSIONAL SERVICES	Jun-2016
845	Legal	TROUTMAN SANDERS LLP	12,158.50	12,158.50	923100	1764714	PROFESSIONAL SERVICES	Jun-2016
846	Legal	TROUTMAN SANDERS LLP	1,280.60	1,280.60	923900	1764715	PROFESSIONAL SERVICES	Jun-2016

(A) Line No. Type	Vendor Name	(B) Rate Case	(C) Audit	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
847	Legal			3,539.75	3,539.75	923900	1764717	PROFESSIONAL SERVICES	Jun-2016
848	Legal			73.67	73.67	923900	1764718	PROFESSIONAL SERVICES	Jun-2016
849	Legal			236.10	236.10	923900	1764719	PROFESSIONAL SERVICES	Jun-2016
850	Legal			1,790.91	1,790.91	923900	1764720	PROFESSIONAL SERVICES	Jun-2016
851	Legal			2,699.73	2,699.73	923900	1764722	PROFESSIONAL SERVICES	Jun-2016
852	Legal			218.40	218.40	923900	1764723	PROFESSIONAL SERVICES	Jun-2016
853	Legal			10,570.53	10,570.53	923900	1764724	PROFESSIONAL SERVICES	Jun-2016
854	Legal			628.32	628.32	923900	1764725	PROFESSIONAL SERVICES	Jun-2016
855	Legal			1,681.15	1,681.15	923900	1772893	PROFESSIONAL SERVICES	Jul-2016
856	Legal			84.96	84.96	923900	1772894	PROFESSIONAL SERVICES	Jul-2016
857	Legal			236.64	236.64	923900	1772895	PROFESSIONAL SERVICES	Jul-2016
858	Legal			97.94	97.94	923900	1772897	PROFESSIONAL SERVICES	Jul-2016
859	Legal			965.89	965.89	923900	1772898	PROFESSIONAL SERVICES	Jul-2016
860	Legal			1,062.60	1,062.60	923900	1772899	PROFESSIONAL SERVICES	Jul-2016
861	Legal			535.92	535.92	923900	1772900	PROFESSIONAL SERVICES	Sep-2016
862	Legal			1,044.78	1,044.78	923900	1772902	PROFESSIONAL SERVICES	Jul-2016
863	Legal			7,444.37	7,444.37	923900	1772903	PROFESSIONAL SERVICES	Jul-2016
864	Legal			19,560.00	19,560.00	923100	1774429	PROFESSIONAL SERVICES	Jul-2016
865	Legal			2,116.63	2,116.63	923900	1774430	PROFESSIONAL SERVICES	Jul-2016
866	Legal			287.90	287.90	923900	1782857	PROFESSIONAL SERVICES	Jul-2016
867	Legal			1,670.32	1,670.32	923900	1782859	PROFESSIONAL SERVICES	Jul-2016
868	Legal			1,828.03	1,828.03	923900	1782860	PROFESSIONAL SERVICES	Sep-2016
869	Legal			17,525.61	17,525.61	923900	1782862	PROFESSIONAL SERVICES	Jul-2016
870	Legal			55.44	55.44	923900	1782863	PROFESSIONAL SERVICES	Jul-2016
871	Legal			1,268.19	1,268.19	923900	1782864	PROFESSIONAL SERVICES	Jul-2016
872	Legal			8,761.26	8,761.26	923900	1782865	PROFESSIONAL SERVICES	Jul-2016
873	Legal			1,623.54	1,623.54	923900	1782866	PROFESSIONAL SERVICES	Jul-2016
874	Legal			6,675.00	6,675.00	923100	1782867	PROFESSIONAL SERVICES	Jul-2016
875	Legal			4,311.59	4,311.59	923900	1783583	PROFESSIONAL SERVICES	Sep-2016
876	Legal			1,939.05	1,939.05	923900	1788872	PROFESSIONAL SERVICES	Sep-2016
877	Legal			19,382.14	19,382.14	923100	1788873	PROFESSIONAL SERVICES	Aug-2016
878	Legal			167.79	167.79	923900	1788874	PROFESSIONAL SERVICES	Sep-2016
879	Legal			184.80	184.80	923900	1788875	PROFESSIONAL SERVICES	Sep-2016
880	Legal			1,256.64	1,256.64	923900	1788877	PROFESSIONAL SERVICES	Sep-2016
881	Legal			1,774.32	1,774.32	923900	1788878	PROFESSIONAL SERVICES	Sep-2016
882	Legal			3,817.76	3,817.76	923900	1788880	PROFESSIONAL SERVICES	Sep-2016
883	Legal			3,095.22	3,095.22	923900	1788881	PROFESSIONAL SERVICES	Sep-2016
884	Legal			7,053.94	7,053.94	923900	1788882	PROFESSIONAL SERVICES	Sep-2016
885	Legal			1,729.02	1,729.02	923900	1798395	PROFESSIONAL SERVICES	Oct-2016
886	Legal			1,417.44	1,417.44	923900	1798396	PROFESSIONAL SERVICES	Oct-2016
887	Legal			6,981.50	6,981.50	923100	1798397	PROFESSIONAL SERVICES	Sep-2016
888	Legal			7,239.54	7,239.54	923900	1798398	PROFESSIONAL SERVICES	Oct-2016
889	Legal			1,848.00	1,848.00	923900	1798399	PROFESSIONAL SERVICES	Oct-2016
890	Legal			1,236.91	1,236.91	923900	1798401	PROFESSIONAL SERVICES	Oct-2016
891	Legal			296.63	296.63	923900	1798402	PROFESSIONAL SERVICES	Oct-2016
892	Legal			495.84	495.84	923900	1798404	PROFESSIONAL SERVICES	Oct-2016
893	Legal			352.67	352.67	923900	1798405	PROFESSIONAL SERVICES	Oct-2016
894	Legal			17,690.67	17,690.67	923900	1798406	PROFESSIONAL SERVICES	Oct-2016
895	Legal			3,155.77	3,155.77	923900	1798407	PROFESSIONAL SERVICES	Oct-2016
896	Legal			1,891.00	1,891.00	923100	455647	PROFESSIONAL SERVICES	Nov-2015
897	Legal			18,304.17	18,304.17	923100	461942	PROFESSIONAL SERVICES	Dec-2015
898	Legal			476.00	476.00	923100	464908	PROFESSIONAL SERVICES	Jan-2016
899	Legal			14,475.00	14,475.00	923100	472818	PROFESSIONAL SERVICES	Mar-2016
900	Legal			52,268.40	52,268.40	923100	476675	PROFESSIONAL SERVICES	Apr-2016
901	Legal			60,298.50	60,298.50	923100	482330	PROFESSIONAL SERVICES	May-2016
902	Legal			6,795.09	6,795.09	923100	482864	PROFESSIONAL SERVICES	May-2016
903	Legal			618.00	618.00	923100	491801	PROFESSIONAL SERVICES	Jul-2016
904	Legal			225.00	225.00	923100	495606	PROFESSIONAL SERVICES	Aug-2016
905	Legal			180.00	180.00	923100	498662	PROFESSIONAL SERVICES	Aug-2016
906	Legal			630.00	630.00	923100	503770	PROFESSIONAL SERVICES	Sep-2016
907	Legal			32.47	32.47	923900	123448	PROFESSIONAL SERVICES	Dec-2015
908	Legal			43.30	43.30	923900	126150	PROFESSIONAL SERVICES	Jun-2016
909	Legal			64.16	64.16	923900	127024	PROFESSIONAL SERVICES	Jun-2016
910	Legal			94.97	94.97	923900	127785	PROFESSIONAL SERVICES	Jul-2016
911	Legal			41.59	41.59	923900	128893	PROFESSIONAL SERVICES	Sep-2016
912	Legal			131.52	131.52	923900	129376	PROFESSIONAL SERVICES	Oct-2016
913	Legal			3,254.79	3,254.79	923900	1747046	PROFESSIONAL SERVICES	May-2016
914	Legal			1,107.33	1,107.33	923900	1753811	PROFESSIONAL SERVICES	May-2016
915	Legal			3,825.15	3,825.15	923900	1761669	PROFESSIONAL SERVICES	May-2016
916	Legal			2,188.51	2,188.51	923900	1771751	PROFESSIONAL SERVICES	Jun-2016
917	Legal			493.40	493.40	923900	1779056	PROFESSIONAL SERVICES	Jul-2016
918	Legal			469.90	469.90	923900	1792865	PROFESSIONAL SERVICES	Sep-2016
919	Legal			1,704.11	1,704.11	923900	1802044	PROFESSIONAL SERVICES	Oct-2016
920	Legal			1,742.03	1,742.03	923900	1809468	PROFESSIONAL SERVICES	Oct-2016
921	Legal			6,945.03	6,945.03	923900	17873561787356A	PROFESSIONAL SERVICES	Oct-2016
922	<b>Total Legal</b>			<b>4,994,403.33</b>	<b>4,994,403.33</b>				
923	Engineering			8,060.50	8,060.50	923900	4108555	3rd Party review of current security posture at electrical substations	Aug-2016
924	Engineering			8,060.50	8,060.50	923900	4108770	3rd Party review of current security posture at electrical substations	Aug-2016
925	Engineering			8,060.50	8,060.50	923900	4108298D	3rd Party review of current security posture at electrical substations	Apr-2016
926	Engineering			4,655.00	4,655.00	923100	1934595	Contract # 935140 for LGE -SPCC Updates	Feb-2016
927	Engineering			10,375.00	10,375.00	923100	1927277L	Contract # 935140 for LGE -SPCC Updates	Feb-2016
928	Engineering			7,600.00	7,600.00	923100	2015112	Emissions Testing Services-TRIMBLE CO	Feb-2016
929	Engineering			16,400.00	16,400.00	923100	2015113	Emissions Testing Services-MILLCREEK STATION	Feb-2016
930	Engineering			15,200.00	15,200.00	923100	2016019	Emission Testing at Mill Creek	Apr-2016
931	Engineering			26,800.00	26,800.00	923100	2016026	Emission testing at Trimble	Apr-2016
932	Engineering			13,000.00	13,000.00	923900	2016066	Emissions testing Services Trimble Facility	Jul-2016

(A) Line No.	(A) Type	(A) Vendor Name	(B) Rate	(C) Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
933	Engineering	CATALYST AIR MANAGEMENT INC			17,500.00	17,500.00	923100	2016096	EMISSIONS TESTING (7/25-28/2016) @ MILL CREEK ON UNIT 4 PS11	Sep-2016
934	Engineering	CATALYST AIR MANAGEMENT INC			17,500.00	17,500.00	923100	2016097	EMISSIONS TESTING (7/18-21/2016) @ MILL CREEK ON UNITS 1 & 2	Sep-2016
935	Engineering	CATALYST AIR MANAGEMENT INC			13,000.00	13,000.00	923100	2016101	EMISSIONS TESTING AT MILL CREEK, UNITS 1 & 2 Hg RATA	Sep-2016
936	Engineering	CATALYST AIR MANAGEMENT INC			13,000.00	13,000.00	923100	2016103	EMISSIONS TESTING AT MILL CREEK, UNITS 1 & 2 Hg RATA	Sep-2016
937	Engineering	DESIGN COLLABORATIVE INC			91.87	91.87	923900	20151101	Design Services for Project Planning - November	Dec-2015
938	Engineering	DNV GL			1,188.00	1,188.00	923900	10003085	Small Projects and RFC work	Dec-2015
939	Engineering	DNV GL			3,188.26	3,188.26	923900	10003972	Stage 1 \$225/hour @ 47 hours	Dec-2015
940	Engineering	DNV GL			297.00	297.00	923900	10003974	Small Projects and RFC work	Dec-2015
941	Engineering	DNV GL			10,914.75	10,914.75	923900	J752-0020-1215 Accrual USD	Service Accrual	Dec-2015
942	Engineering	KENTUCKIANA ENGINEERING COMPANY INC			534.19	534.19	923900	160130034	PROFESSIONAL SERVICES	Jun-2016
943	Engineering	MICROBAC LABORATORIES INC			1,769.50	1,769.50	923100	30-MAR-2016 08:03 SERV	Services	Mar-2016
944	Engineering	POWER SYSTEMS ENGINEERING INC			2,155.28	2,155.28	923900	9019914	Project Exec: \$215/hr, Project Mgr: \$180/hr, Communications Engineer: \$155/hr, ITSecurity Expert: \$	Jun-2016
945	Engineering	POWER SYSTEMS ENGINEERING INC			987.96	987.96	923900	9020058	Expenses	Aug-2016
946	Engineering	POWER SYSTEMS ENGINEERING INC			9,296.20	9,296.20	923900	9020058	Project Exec: \$215/hr, Project Mgr: \$180/hr, Communications Engineer: \$155/hr, ITSecurity Expert: \$	Aug-2016
947	Engineering	POWER SYSTEMS ENGINEERING INC			2,204.80	2,204.80	923900	9020498	Project Exec: \$215/hr, Project Mgr: \$180/hr, Communications Engineer: \$155/hr, ITSecurity Expert: \$	Aug-2016
948	Engineering	POWER SYSTEMS ENGINEERING INC			9,990.50	9,990.50	923900	9020734	Project Exec: \$215/hr, Project Mgr: \$180/hr, Communications Engineer: \$155/hr, ITSecurity Expert: \$	Sep-2016
949	Engineering	POWER SYSTEMS ENGINEERING INC			11,625.42	11,625.42	923900	J752-0020-1016 Accrual USD	Service Accrual	Oct-2016
950	Engineering	RJ LEE GROUP INC			13,295.23	13,295.23	923100	741254	PROFESSIONAL SERVICES	Dec-2015
951	Engineering	WISS JANNEY ELSTNER ASSOCIATES INC			3,140.00	3,140.00	923100	0333957	PROFESSIONAL SERVICES	Sep-2016
952	<b>Total Engineering</b>				<b>10,238,675.51</b>	<b>249,890.46</b>				
953	Accounting	DELOITTE AND TOUCHE LLP		116,365.00	116,365.00	116,365.00	923101	J007-0020-0216 Adjustment USD	A1 - Audit YE Consolidated	Feb-2016
954	Accounting	DELOITTE AND TOUCHE LLP		16,388.00	16,388.00	16,388.00	923101	J007-0020-0316 Adjustment USD	Internal Controls Review and testing	Mar-2016
955	Accounting	DELOITTE AND TOUCHE LLP		41,795.00	41,795.00	41,795.00	923101	J007-0020-0316 Adjustment USD	A1 - Audit YE Consolidated	Mar-2016
956	Accounting	DELOITTE AND TOUCHE LLP		16,388.00	16,388.00	16,388.00	923101	J007-0020-0416 Adjustment USD	Internal Controls Review and testing	Apr-2016
957	Accounting	DELOITTE AND TOUCHE LLP		41,795.00	41,795.00	41,795.00	923101	J007-0020-0416 Adjustment USD	A1 - Audit YE Consolidated	Apr-2016
958	Accounting	DELOITTE AND TOUCHE LLP		16,388.00	16,388.00	16,388.00	923101	J007-0020-0516 Adjustment USD	Internal Controls Review and testing	May-2016
959	Accounting	DELOITTE AND TOUCHE LLP		41,795.00	41,795.00	41,795.00	923101	J007-0020-0516 Adjustment USD	A1 - Audit YE Consolidated	May-2016
960	Accounting	DELOITTE AND TOUCHE LLP		16,752.00	16,752.00	16,752.00	923101	J007-0020-0616 Adjustment USD	Internal Controls Review and testing	Jun-2016
961	Accounting	DELOITTE AND TOUCHE LLP		42,704.00	42,704.00	42,704.00	923101	J007-0020-0616 Adjustment USD	A1 - Audit YE Consolidated	Jun-2016
962	Accounting	DELOITTE AND TOUCHE LLP		16,752.00	16,752.00	16,752.00	923101	J007-0020-0716 Adjustment USD	Internal Controls Review and testing	Jul-2016
963	Accounting	DELOITTE AND TOUCHE LLP		42,704.00	42,704.00	42,704.00	923101	J007-0020-0716 Adjustment USD	A1 - Audit YE Consolidated	Jul-2016
964	Accounting	DELOITTE AND TOUCHE LLP		16,752.00	16,752.00	16,752.00	923101	J007-0020-0816 Adjustment USD	Internal Controls Review and testing	Aug-2016
965	Accounting	DELOITTE AND TOUCHE LLP		42,704.00	42,704.00	42,704.00	923101	J007-0020-0816 Adjustment USD	A1 - Audit YE Consolidated	Aug-2016
966	Accounting	DELOITTE AND TOUCHE LLP		16,752.00	16,752.00	16,752.00	923101	J007-0020-0916 Adjustment USD	Internal Controls Review and testing	Sep-2016
967	Accounting	DELOITTE AND TOUCHE LLP		42,704.00	42,704.00	42,704.00	923101	J007-0020-0916 Adjustment USD	A1 - Audit YE Consolidated	Sep-2016
968	Accounting	DELOITTE AND TOUCHE LLP		16,752.00	16,752.00	16,752.00	923101	J007-0020-1016 Adjustment USD	Internal Controls Review and testing	Oct-2016
969	Accounting	DELOITTE AND TOUCHE LLP		42,704.00	42,704.00	42,704.00	923101	J007-0020-1016 Adjustment USD	A1 - Audit YE Consolidated	Oct-2016
970	Accounting	ERNST & YOUNG LLP		14,333.00	14,333.00	14,333.00	923101	J007-0020-1115 Adjustment USD	Internal Controls Review and testing	Nov-2015
971	Accounting	ERNST & YOUNG LLP		39,475.00	39,475.00	39,475.00	923101	J007-0020-1115 Adjustment USD	A1 - Audit YE Consolidated	Nov-2015
972	Accounting	ERNST & YOUNG LLP		14,333.00	14,333.00	14,333.00	923101	J007-0020-1215 Adjustment USD	Internal Controls Review and testing	Dec-2015
973	Accounting	ERNST & YOUNG LLP		39,475.00	39,475.00	39,475.00	923101	J007-0020-1215 Adjustment USD	A1 - Audit YE Consolidated	Dec-2015
974	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER010116	Monthly tax and accounting services	Feb-2016
975	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER020116	Monthly tax and accounting services	Feb-2016
976	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER030116	Monthly tax and accounting services	Mar-2016
977	Accounting	FARMER AND HUMBLE			700.00	700.00	923100	FARMER040116	Monthly tax and accounting services	Apr-2016
978	Accounting	FARMER AND HUMBLE			700.00	700.00	923100	FARMER050116	Monthly tax and accounting services	May-2016
979	Accounting	FARMER AND HUMBLE			700.00	700.00	923100	FARMER060116	Monthly tax and accounting services	Jun-2016
980	Accounting	FARMER AND HUMBLE			700.00	700.00	923100	FARMER070116	Monthly tax and accounting services	Aug-2016
981	Accounting	FARMER AND HUMBLE			700.00	700.00	923100	FARMER080116	Monthly tax and accounting services	Aug-2016
982	Accounting	FARMER AND HUMBLE			700.00	700.00	923100	FARMER090116	Monthly tax and accounting services	Sep-2016
983	Accounting	FARMER AND HUMBLE			700.00	700.00	923100	FARMER100116	Monthly tax and accounting services	Oct-2016
984	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER110115	Monthly tax and accounting services	Nov-2015
985	Accounting	FARMER AND HUMBLE			700.00	700.00	923900	FARMER120115	Monthly tax and accounting services	Dec-2015
986	Accounting	GANNETT FLEMING VALUATION AND RATE CONSULTANTS LLC			9,162.80	9,162.80	923100	0602311161	Depreciation Study of the Electric, Gas & Common Plant	Dec-2015
987	Accounting	GANNETT FLEMING VALUATION AND RATE CONSULTANTS LLC			23,440.92	23,440.92	923100	0602311287	Depreciation Study of the Electric, Gas and Common Plant, including Solar Facility	Jan-2016
988	Accounting	GANNETT FLEMING VALUATION AND RATE CONSULTANTS LLC			390.00	390.00	923100	0602311307	Depreciation Study of the Electric, Gas and Common Plant	Feb-2016
989	Accounting	IIA QUALITY SERVICES LLC		10,654.99	10,654.99	10,654.99	923900	2581565	External audit of LGE-KU internal Audit Services Dept. (contract #95659)	Nov-2015
990	Accounting	POWERPLAN INC			3,427.00	3,427.00	923900	PS04678	Consulting Services for Budget Allocations 80 hours blended rate of \$298 per hour	Oct-2016
991	Accounting	STROTHMAN & COMPANY PSC		5,677.00	5,677.00	5,677.00	923301	J007-0020-0216 Adjustment USD	Audit Fees	Oct-2016
992	Accounting	STROTHMAN & COMPANY PSC		5,677.00	5,677.00	5,677.00	923301	J007-0020-0416 Adjustment USD	Audit Fees	Apr-2016
993	Accounting	STROTHMAN & COMPANY PSC		5,677.00	5,677.00	5,677.00	923301	J007-0020-0716 Adjustment USD	Audit Fees	Jul-2016
994	Accounting	STROTHMAN & COMPANY PSC		5,677.00	5,677.00	5,677.00	923301	J007-0020-1016 Adjustment USD	Audit Fees	Oct-2016
995	<b>Total Accounting</b>			<b>729,172.99</b>	<b>44,820.72</b>	<b>773,993.71</b>				
996	Other	ACCENTURE LLP			73,500.00	73,500.00	923900	1100088512	IT Strategy and Transformation Planning Project End Fee/Extension	Dec-2015
997	Other	ACCENTURE LLP			15,017.93	15,017.93	923900	1100088512	IT Strategy and Transformation Planning Expenses	Dec-2015
998	Other	ACCENTURE LLP			15,496.49	15,496.49	923900	9992552286	Expenses	Nov-2015
999	Other	ACCENTURE LLP			61,250.00	61,250.00	923900	9992552286	IT Strategy and Transformation Planning Project Midpoint Fee	Nov-2015
1000	Other	Accounts Payable			(0.41)	(0.41)	923100	J720-0020-0116 Adjustment USD	Correct Sales Tax for January 2016 on ProCards	Jan-2016
1001	Other	Accounts Payable			(3,847.88)	(3,847.88)	923900	J720-0020-0116 Adjustment USD	Correct Sales Tax for January 2016 on ProCards	Jan-2016
1002	Other	ACORN GROUP, THE			810.00	810.00	923900	1111	Three month retainer agreement includes an in-person meeting, phone and email support each month	Feb-2016
1003	Other	ACTION SYSTEMS INC			1,075.25	1,075.25	923900	160257	For moving services at BOC to clean up BOC Basement Storage	Feb-2016
1004	Other	ACTION SYSTEMS INC			250.00	250.00	923100	160523	Paddy's Run. Pull/clean 42" transaction top. Pick up, deliver and	May-2016
1005	Other	ACTION SYSTEMS INC			85.75	85.75	923900	160791	For moving services at BOC	Jun-2016
1006	Other	ADVANCED ERGONOMICS INC			4,286.32	4,286.32	923900	16155	Onsite Analysis	Nov-2015

(A) Line No.	Type	Vendor Name	(B) Rate Case	(C) Audit	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
1007	Other	ADVANCED ERGONOMICS INC			203.50	203.50	923900	16647	Onsite Analysis	Dec-2015
1008	Other	ADVANCED ERGONOMICS INC			21.60	21.60	923900	17794	New hire agility test	May-2016
1009	Other	AGEMA TECHNOLOGY INC			10,067.20	10,067.20	923900	3040000931	Temporary IT Resource	Apr-2016
1010	Other	AGEMA TECHNOLOGY INC			8,008.00	8,008.00	923900	3040001011	Temporary IT Resource	May-2016
1011	Other	AGEMA TECHNOLOGY INC			6,864.00	6,864.00	923900	3040001118	Temporary IT Resource	Jun-2016
1012	Other	AGEMA TECHNOLOGY INC			5,205.20	5,205.20	923900	3040001208	Temporary IT Resource	Jul-2016
1013	Other	AGEMA TECHNOLOGY INC			3,031.60	3,031.60	923900	3040001330	Temporary IT Resource	Aug-2016
1014	Other	AGEMA TECHNOLOGY INC			7,165.60	7,165.60	923900	3040001472	Temporary IT Resource	Sep-2016
1015	Other	AGEMA TECHNOLOGY INC			6,177.60	6,177.60	923900	3040001584	Temporary IT Resource	Oct-2016
1016	Other	AMERICAN RED CROSS			1,991.85	1,991.85	923900	23-NOV-2015 11:11 SERV	CPR/AED Training for employees at BOC, KUGO and LG&E Center	Nov-2015
1017	Other	ANALYSTS INTERNATIONAL			11,516.96	11,516.96	923900	J706-0020-1215 Accrual USD	Temporary IT Resources Accrual	Dec-2015
1018	Other	ANALYSTS INTERNATIONAL			2,920.40	2,920.40	923900	JNOR1115	Temporary IT Resources	Dec-2015
1019	Other	ANALYSTS INTERNATIONAL			3,272.40	3,272.40	923900	JNOR0116	Temporary IT Resources	Feb-2016
1020	Other	ANALYSTS INTERNATIONAL			172.80	172.80	923900	JNOR0116A	Temporary IT Resources	Mar-2016
1021	Other	ANALYSTS INTERNATIONAL			3,574.80	3,574.80	923900	JNOR0216	Temporary IT Resources	Mar-2016
1022	Other	ANALYSTS INTERNATIONAL			3,283.20	3,283.20	923900	JNOR033116	Temporary IT Resources	Apr-2016
1023	Other	ANALYSTS INTERNATIONAL			3,449.60	3,449.60	923900	JNOR1015	Temporary IT Resources	Nov-2015
1024	Other	ANALYSTS INTERNATIONAL			3,091.20	3,091.20	923900	JNOR1215	Temporary IT Resources	Jan-2016
1025	Other	ANALYSTS INTERNATIONAL			8,890.56	8,890.56	923900	KNER0116	Temporary IT Resources	Feb-2016
1026	Other	ANALYSTS INTERNATIONAL			8,890.56	8,890.56	923900	KNER0216	Temporary IT Resources	Mar-2016
1027	Other	ANALYSTS INTERNATIONAL			9,737.28	9,737.28	923900	KNER033116	Temporary IT Resources	Apr-2016
1028	Other	ANALYSTS INTERNATIONAL			7,683.20	7,683.20	923900	KNER1015	Temporary IT Resources	Nov-2015
1029	Other	ANALYSTS INTERNATIONAL			7,683.20	7,683.20	923900	KNER1115	Temporary IT Resources	Dec-2015
1030	Other	ANALYSTS INTERNATIONAL			7,573.44	7,573.44	923900	KNER1215	Temporary IT Resources	Jan-2016
1031	Other	ANALYSTS INTERNATIONAL			(11,152.40)	(11,152.40)	923900	Reverses "J706-0020-1015 Adjustment USD"03-NOV-2015 10:16:11	Temporary IT Resources Accrual	Nov-2015
1032	Other	ANALYSTS INTERNATIONAL			(10,811.84)	(10,811.84)	923900	Reverses "J706-0020-1215 Accrual USD"05-JAN-2016 10:36:07	Temporary IT Resources Accrual	Jan-2016
1033	Other	ARAMARK UNIFORM SERVICES			493.60	493.60	923100	1822401854	Earlington Ops Ctr. Floor Mats - March 2016.	Apr-2016
1034	Other	ARAMARK UNIFORM SERVICES			493.60	493.60	923100	1822419968	Earlington Ops Ctr. Floor Mats - March 2016.	Apr-2016
1035	Other	ARAMARK UNIFORM SERVICES			493.60	493.60	923100	1822438405	Earlington Ops Ctr. Floor Mats - March 2016.	Apr-2016
1036	Other	ARAMARK UNIFORM SERVICES			89.95	89.95	923900	23-NOV-2015 11:11 SERV	Uniform upkeep/cleaning	Nov-2015
1037	Other	ASPLUNDH TREE EXPERT CO			799.74	799.74	923100	74S62415	Tree Trimming	Feb-2016
1038	Other	ASPLUNDH TREE EXPERT CO			888.60	888.60	923100	75J14415	Lawn and tree trimming services-Richmond	Feb-2016
1039	Other	ASPLUNDH TREE EXPERT CO			1,066.32	1,066.32	923100	76U33215	Lawn and tree trimming services-Etown and Richmond	Feb-2016
1040	Other	ASPLUNDH TREE EXPERT CO			710.88	710.88	923100	77H23715	Lawn and tree trimming services-Danville	Feb-2016
1041	Other	ASPLUNDH TREE EXPERT CO			1,066.32	1,066.32	923100	77U70115	Lawn and tree trimming services--Richmond and Shelbyville	Feb-2016
1042	Other	ASSURED ASSET PROTECTION INC			33.94	33.94	923900	2015126	For security system inspection, testing and repairs	Nov-2015
1043	Other	ASSURED ASSET PROTECTION INC			1,696.66	1,696.66	923900	2015130	For security system inspection, testing and repairs	Nov-2015
1044	Other	ASSURED ASSET PROTECTION INC			544.73	544.73	923900	2015140	For security system inspection, testing and repairs	Dec-2015
1045	Other	ASSURED ASSET PROTECTION INC			169.75	169.75	923900	2015140	For security system inspection, testing and repairs	Dec-2015
1046	Other	ASSURED ASSET PROTECTION INC			630.84	630.84	923900	2016006	For security system inspection, testing and repairs	Jan-2016
1047	Other	ASSURED ASSET PROTECTION INC			604.69	604.69	923900	2016009	For security system inspection, testing and repairs	Jan-2016
1048	Other	ASSURED ASSET PROTECTION INC			1,812.22	1,812.22	923900	2016014	For security system inspection, testing and repairs	Feb-2016
1049	Other	ASSURED ASSET PROTECTION INC			546.12	546.12	923900	2016025	For security system inspection, testing and repairs	Mar-2016
1050	Other	ASSURED ASSET PROTECTION INC			1,069.25	1,069.25	923900	2016025	For security system inspection, testing and repairs	Mar-2016
1051	Other	ASSURED ASSET PROTECTION INC			714.95	714.95	923900	2016036	For security system inspection, testing and repairs	Apr-2016
1052	Other	ASSURED ASSET PROTECTION INC			33.94	33.94	923900	2016041	For security system inspection, testing and repairs	Apr-2016
1053	Other	ASSURED ASSET PROTECTION INC			463.86	463.86	923900	2016047	For security system inspection, testing and repairs	May-2016
1054	Other	ASSURED ASSET PROTECTION INC			464.01	464.01	923900	2016060	For security system inspection, testing and repairs	Jun-2016
1055	Other	ASSURED ASSET PROTECTION INC			584.64	584.64	923900	2016071	For security system inspection, testing and repairs	Jul-2016
1056	Other	ASSURED ASSET PROTECTION INC			16.77	16.77	923900	2016082	For security system inspection, testing and repairs	Aug-2016
1057	Other	ASSURED ASSET PROTECTION INC			926.20	926.20	923900	2016087	For security system inspection, testing and repairs	Aug-2016
1058	Other	ASSURED ASSET PROTECTION INC			84.29	84.29	923900	2016087	For security system inspection, testing and repairs	Aug-2016
1059	Other	ASSURED ASSET PROTECTION INC			679.54	679.54	923900	2016104	For security system inspection, testing and repairs	Sep-2016
1060	Other	ASSURED ASSET PROTECTION INC			4,258.35	4,258.35	923900	2016107	For security system inspection, testing and repairs	Sep-2016
1061	Other	ASSURED ASSET PROTECTION INC			16.77	16.77	923900	2016109	For security system inspection, testing and repairs	Oct-2016
1062	Other	ASSURED ASSET PROTECTION INC			1,241.13	1,241.13	923900	2016117	For security system inspection, testing and repairs	Oct-2016
1063	Other	ASSURED ASSET PROTECTION INC			(5.45)	(5.45)	923900	2015-140	AP discount transfer	Dec-2015
1064	Other	ASSURED ASSET PROTECTION INC			(1.70)	(1.70)	923900	2015-140	AP discount transfer	Dec-2015
1065	Other	ASSURED ASSET PROTECTION INC			(6.32)	(6.32)	923900	2016-006	AP discount transfer	Jan-2016
1066	Other	ASSURED ASSET PROTECTION INC			(6.04)	(6.04)	923900	2016-009	AP discount transfer	Jan-2016
1067	Other	ASSURED ASSET PROTECTION INC			(18.13)	(18.13)	923900	2016-014	AP discount transfer	Feb-2016
1068	Other	ASSURED ASSET PROTECTION INC			(5.46)	(5.46)	923900	2016-025	AP discount transfer	Mar-2016
1069	Other	ASSURED ASSET PROTECTION INC			(10.69)	(10.69)	923900	2016-026	AP discount transfer	Mar-2016
1070	Other	ASSURED ASSET PROTECTION INC			(7.15)	(7.15)	923900	2016-036	AP discount transfer	Apr-2016
1071	Other	ASSURED ASSET PROTECTION INC			(0.34)	(0.34)	923900	2016-041	AP discount transfer	Apr-2016
1072	Other	ASSURED ASSET PROTECTION INC			(4.64)	(4.64)	923900	2016-047	AP discount transfer	May-2016
1073	Other	ASSURED ASSET PROTECTION INC			(4.64)	(4.64)	923900	2016-060	AP discount transfer	Jun-2016
1074	Other	ASSURED ASSET PROTECTION INC			(5.85)	(5.85)	923900	2016-071	AP discount transfer	Jul-2016
1075	Other	ASSURED ASSET PROTECTION INC			(0.84)	(0.84)	923900	2016-087	AP discount transfer	Aug-2016
1076	Other	ASSURED ASSET PROTECTION INC			(0.17)	(0.17)	923900	2016-109	AP discount transfer	Oct-2016
1077	Other	ASSURED ASSET PROTECTION INC			(11.57)	(11.57)	923900	2016-117	AP discount transfer	Oct-2016
1078	Other	ASSURED ASSET PROTECTION INC			883.15	883.15	923900	J703-0020-0416 Accrual USD	Unbilled Invoice Accrual- Fire System Maintenance or Inspection	Apr-2016
1079	Other	ASSURED ASSET PROTECTION INC			701.22	701.22	923900	J703-0020-0716 Accrual USD	Unbilled Invoice Accrual- Fire System Maintenance or Inspection	Jul-2016
1080	Other	ASSURED ASSET PROTECTION INC			(602.62)	(602.62)	923900	Reverses "J703-0020-0416 Accrual USD"03-MAY-2016 12:58:00	Unbilled Invoice Accrual- Fire System Maintenance or Inspection	May-2016
1081	Other	ASSURED ASSET PROTECTION INC			(425.00)	(425.00)	923900	Reverses "J703-0020-1015 Adjustment USD"03-NOV-2015 08:37:22	Unbilled Invoice Accrual- Fire System Maintenance or Inspection	Nov-2015
1082	Other	AXXIS INC			3,696.26	3,696.26	923900	23-NOV-2015 11:11 SERV	Event Audio Visual Services	Nov-2015
1083	Other	BEER, MICHAEL			5,170.00	5,170.00	923900	BEERM041216	CONSULTING SERVICES	Apr-2016
1084	Other	BEER, MICHAEL			5,060.00	5,060.00	923900	BEERM051116	CONSULTING SERVICES	May-2016
1085	Other	BEER, MICHAEL			5,060.00	5,060.00	923900	BEERM061316	CONSULTING SERVICES	Jun-2016
1086	Other	BEER, MICHAEL			5,060.00	5,060.00	923900	BEERM071316	CONSULTING SERVICES	Jul-2016
1087	Other	BEER, MICHAEL			5,060.00	5,060.00	923900	BEERM081516	CONSULTING SERVICES	Aug-2016
1088	Other	BLUEGRASS INTEGRATED COMMUNICATIONS			2,135.30	2,135.30	923100	154182	September 2015 News Transmission Services	Nov-2015
1089	Other	BLUEGRASS INTEGRATED COMMUNICATIONS			59.83	59.83	923900	154549	Letter Mailing Services	Dec-2015
1090	Other	BLUEGRASS INTEGRATED COMMUNICATIONS			2,676.92	2,676.92	923900	154611	October 2015 News Transmission Services	Dec-2015
1091	Other	BLUEGRASS INTEGRATED COMMUNICATIONS			65.84	65.84	923900	154858	Letter Mailing Services	Dec-2015
1092	Other	BLUEGRASS INTEGRATED COMMUNICATIONS			2,138.71	2,138.71	923100	155097	November 2015 News Transmission Services	Dec-2015

(A) Line No.	(A) Type	(B) Vendor Name	(B) Rate Case	(C) Audit	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
1093	Other	BLUEGRASS INTEGRATED COMMUNICATIONS			118.56	118.56	923900	155230	Letter Mailing Services	Dec-2015
1094	Other	BLUEGRASS INTEGRATED COMMUNICATIONS			2,156.23	2,156.23	923900	155599	December 2015 News Transmission Services	Feb-2016
1095	Other	BLUEGRASS INTEGRATED COMMUNICATIONS			2,156.44	2,156.44	923100	156122	January 2016 News Transmission Services	Mar-2016
1096	Other	BLUEGRASS INTEGRATED COMMUNICATIONS			2,157.60	2,157.60	923900	156182	February 2016 News Transmission Services	Apr-2016
1097	Other	BLUEGRASS INTEGRATED COMMUNICATIONS			2,406.37	2,406.37	923900	156830	March 2016 News Transmission Services	Jul-2016
1098	Other	BLUEGRASS INTEGRATED COMMUNICATIONS			2,885.78	2,885.78	923900	157284	April 2016 News Transmission Services	May-2016
1099	Other	BLUEGRASS INTEGRATED COMMUNICATIONS			2,273.62	2,273.62	923900	157712	May 2016 News Transmission Services	Jun-2016
1100	Other	BLUEGRASS INTEGRATED COMMUNICATIONS			2,296.56	2,296.56	923900	158207	June 2016 News Transmission Services	Jul-2016
1101	Other	BLUEGRASS INTEGRATED COMMUNICATIONS			2,841.84	2,841.84	923900	158685	July 2016 News Transmission Services	Aug-2016
1102	Other	BONURAPHOTO			132.00	132.00	923900	27-JUL-2016 06:07 SERV	Professional Photograph Services	Jul-2016
1103	Other	BOSTON COLLEGE CCC			11,250.00	11,250.00	923900	BOSTON030816	Preparation of Corporate Responsibility Report	Mar-2016
1104	Other	BRATCHER SERVICES LLC			1,419.48	1,419.48	923100	11716	Bardstown Compressor. Installed awning over gauges of bldg.	Mar-2016
1105	Other	BRATCHER SERVICES LLC			73.92	73.92	923900	11916	Design Services	Mar-2016
1106	Other	BRATCHER SERVICES LLC			71.61	71.61	923900	14516	Design Services	Jun-2016
1107	Other	BRATCHER SERVICES LLC			49.28	49.28	923900	15816	Design Services	Jun-2016
1108	Other	BRATCHER SERVICES LLC			394.79	394.79	923900	17216	Telecom Fence Repair	Jul-2016
1109	Other	BRATCHER SERVICES LLC			54.39	54.39	923900	19216	Design Services	Aug-2016
1110	Other	BRATCHER SERVICES LLC			2,083.32	2,083.32	923100	22516	For Dix Dam Control Ctr door repair. Door #4	Oct-2016
1111	Other	BRATCHER SERVICES LLC			715.70	715.70	923100	25615	For Center Compressor. Repaired roof leak	Nov-2015
1112	Other	BROOKSOURCE MEDASOURCE			2,778.30	2,778.30	923900	109250	Temporary IT Resource	Nov-2015
1113	Other	BROOKSOURCE MEDASOURCE			25.30	25.30	923900	109251	Mileage	Nov-2015
1114	Other	BROOKSOURCE MEDASOURCE			5,420.80	5,420.80	923900	109251	Temporary IT Resource	Nov-2015
1115	Other	BROOKSOURCE MEDASOURCE			5,350.80	5,350.80	923900	111045	Temporary IT Resource	Dec-2015
1116	Other	BROOKSOURCE MEDASOURCE			12.65	12.65	923900	111046	Mileage	Dec-2015
1117	Other	BROOKSOURCE MEDASOURCE			4,804.80	4,804.80	923900	111046	Temporary IT Resource	Dec-2015
1118	Other	BROOKSOURCE MEDASOURCE			6,182.40	6,182.40	923900	112845	Temporary IT Resource	Jan-2016
1119	Other	BROOKSOURCE MEDASOURCE			24.79	24.79	923900	112846	Mileage	Jan-2016
1120	Other	BROOKSOURCE MEDASOURCE			4,928.00	4,928.00	923900	112846	Temporary IT Resource	Jan-2016
1121	Other	BROOKSOURCE MEDASOURCE			5,443.20	5,443.20	923900	114437	Temporary IT Resource	Feb-2016
1122	Other	BROOKSOURCE MEDASOURCE			24.79	24.79	923900	114439	Mileage	Feb-2016
1123	Other	BROOKSOURCE MEDASOURCE			4,958.80	4,958.80	923900	114439	Temporary IT Resource	Feb-2016
1124	Other	BROOKSOURCE MEDASOURCE			9,525.60	9,525.60	923900	116107	Temporary IT Resource	Mar-2016
1125	Other	BROOKSOURCE MEDASOURCE			5,174.40	5,174.40	923900	116108	Temporary IT Resource	Mar-2016
1126	Other	BROOKSOURCE MEDASOURCE			9,979.20	9,979.20	923900	116783	Temporary IT Resource	Apr-2016
1127	Other	BROOKSOURCE MEDASOURCE			4,158.00	4,158.00	923900	116784	Temporary IT Resource	Apr-2016
1128	Other	BROOKSOURCE MEDASOURCE			9,525.60	9,525.60	923900	118459	Temporary IT Resource	May-2016
1129	Other	BROOKSOURCE MEDASOURCE			9,525.60	9,525.60	923900	120396	Temporary IT Resource	Jun-2016
1130	Other	BROOKSOURCE MEDASOURCE			7,568.40	7,568.40	923900	123111	Temporary IT Resource	Aug-2016
1131	Other	BROOKSOURCE MEDASOURCE			10,239.60	10,239.60	923900	125306	Temporary IT Resource	Sep-2016
1132	Other	BROOKSOURCE MEDASOURCE			8,458.80	8,458.80	923900	126939	Temporary IT Resource	Oct-2016
1133	Other	BROOKSOURCE MEDASOURCE			9,979.20	9,979.20	923900	J706-0020-0616 Accrual USD	Temporary IT Resource Accrual	Jun-2016
1134	Other	BROOKSOURCE MEDASOURCE			8,458.80	8,458.80	923900	J706-0020-1016 Accrual USD	Temporary IT Resource Accrual	Oct-2016
1135	Other	BROOKSOURCE MEDASOURCE			11,415.19	11,415.19	923900	J706-0020-1215 Accrual USD	Temporary IT Resource Accrual	Dec-2015
1136	Other	BROOKSOURCE MEDASOURCE			(8,327.30)	(8,327.30)	923900	Reverses "J706-0020-1015 Adjustment USD"03-NOV-2015 10:16:11	Temporary IT Resource Accrual	Nov-2015
1137	Other	BROOKSOURCE MEDASOURCE			(11,011.99)	(11,011.99)	923900	Reverses "J706-0020-1215 Accrual USD"05-JAN-2016 10:36:07	Temporary IT Resource Accrual	Jan-2016
1138	Other	EVANS CONSTRUCTION CO INC			(810.05)	(810.05)	923100	J265-0100-0816 Adjustment USD	Redistribute YTD charge to KU	Aug-2016
1139	Other	OAK TREE LEADERSHIP COACHING			(5,420.14)	(5,420.14)	923900	J269-0020-0816 Adjustment USD	Reclassify from FERC 923 to FERC 901	Aug-2016
1140	Other	BURRELLESLUCE			905.00	905.00	923100	16054254	Media monitoring services for the period 9/1/2016-9/30/2016.	Oct-2016
1141	Other	BUS. JOURNALS & SPORTS			(222.95)	(222.95)	923900	28-OCT-2015 08:10 SERV	Procard transaction correction	Dec-2015
1142	Other	BUYCRASH REPORT			10.00	10.00	923900	27-APR-2016 09:04 SERV	Police crash report	Apr-2016
1143	Other	C & S H INC			4,959.47	4,959.47	923900	1SEP15	Labor and expenses for meeting planning services	Nov-2015
1144	Other	C & S H INC			5,118.05	5,118.05	923900	1OCT15	Labor and expenses for meeting planning services	Dec-2015
1145	Other	C & S H INC			4,713.06	4,713.06	923900	1NOV15	Labor and expenses for meeting planning services	Dec-2015
1146	Other	C & S H INC			5,061.43	5,061.43	923900	1DEC15	Labor and expenses for meeting planning services	Jan-2016
1147	Other	C & S H INC			5,419.69	5,419.69	923900	1JAN16	Labor and expenses for meeting planning services	Mar-2016
1148	Other	C & S H INC			4,798.88	4,798.88	923900	1FEB16	Labor and expenses for meeting planning services	Apr-2016
1149	Other	C & S H INC			5,072.46	5,072.46	923900	1MAR16	Labor and expenses for meeting planning services	May-2016
1150	Other	C & S H INC			8.63	8.63	923100	1APR16	Labor and expenses for meeting planning services	May-2016
1151	Other	C & S H INC			5,108.38	5,108.38	923900	1APR16	Labor and expenses for meeting planning services	Jul-2016
1152	Other	C & S H INC			260.03	260.03	923100	01MAY16	Labor and expenses for meeting planning services	Jul-2016
1153	Other	C & S H INC			4,604.12	4,604.12	923900	01MAY16	Labor and expenses for meeting planning services	Jul-2016
1154	Other	C & S H INC			332.81	332.81	923100	1JUN16	Labor and expenses for meeting planning services	Jul-2016
1155	Other	C & S H INC			4,879.78	4,879.78	923900	1JUN16	Labor and expenses for meeting planning services	Jul-2016
1156	Other	C & S H INC			5,285.14	5,285.14	923900	01JUL16	Labor and expenses for meeting planning services	Aug-2016
1157	Other	CARMA INTERNATIONAL INC			2,798.08	2,798.08	923100	17750	CyberAlert Pass-Through (June)	Mar-2016
1158	Other	CARMA INTERNATIONAL INC			2,798.09	2,798.09	923100	17791	CyberAlert Pass-Through (May)	Mar-2016
1159	Other	CARMA INTERNATIONAL INC			3,539.35	3,539.35	923900	17845	Burrelles Monitoring Services Pass Through Costs	Nov-2015
1160	Other	CARMA INTERNATIONAL INC			3,272.31	3,272.31	923900	17857	September Project Management	Nov-2015
1161	Other	CARMA INTERNATIONAL INC			2,851.28	2,851.28	923900	17902	October and November daily news monitoring	Dec-2015
1162	Other	CARMA INTERNATIONAL INC			2,851.24	2,851.24	923900	17903	October and November daily news monitoring	Dec-2015
1163	Other	CARMA INTERNATIONAL INC			3,255.64	3,255.64	923100	17928	Daily Monitoring Fee-December Invoice	Mar-2016
1164	Other	CARMA INTERNATIONAL INC			4,037.50	4,037.50	923100	17950	News Data Service Pass through October, November & December	Mar-2016
1165	Other	CARMA INTERNATIONAL INC			11,875.67	11,875.67	923100	17963	Daily Monitoring Fee-January 2016	Apr-2016
1166	Other	CARMA INTERNATIONAL INC			3,467.67	3,467.67	923100	17977	Daily Monitoring Fee-February 2016.	Apr-2016
1167	Other	CARMA INTERNATIONAL INC			7,017.67	7,017.67	923100	17990	Daily Monitoring Fee-March 2016.	Apr-2016
1168	Other	CARMA INTERNATIONAL INC			3,467.67	3,467.67	923100	18008	Daily Monitoring Fee-April 2016.	May-2016
1169	Other	CARMA INTERNATIONAL INC			7,017.67	7,017.67	923100	18022	Daily Monitoring Fee-May 2016.	Jun-2016
1170	Other	CARMA INTERNATIONAL INC			3,467.67	3,467.67	923100	18034	Daily Monitoring Fee for June 2016.	Jul-2016
1171	Other	CARMA INTERNATIONAL INC			7,017.67	7,017.67	923100	18049	Daily Monitoring Fee July 2016	Aug-2016
1172	Other	CARMA INTERNATIONAL INC			3,467.67	3,467.67	923100	18068	Daily Monitoring Fee-August 2016	Sep-2016
1173	Other	CARMA INTERNATIONAL INC			6,173.67	6,173.67	923100	18086	Daily Monitoring Fee-September 2016	Oct-2016
1174	Other	CASHIERS OFFICE			1,323.06	1,323.06	923900	30-DEC-2015 11:12 SERV	Mammogram screening	Dec-2015
1175	Other	CENTER FOR PERSONAL PROTECTION AND SAFETY INC			245.00	245.00	923900	9198	Threat Management consultation	Dec-2015
1176	Other	CENTER FOR PERSONAL PROTECTION AND SAFETY INC			41,160.00	41,160.00	923900	9522	For development of Field Service Technician Safety & Security Video	Feb-2016

(A) Line No.	Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
1177	Other	CENTER FOR PERSONAL PROTECTION AND SAFETY INC		3,675.00	3,675.00	923900	9641	Annual Threat Management Advisory Retainer Fee	May-2016
1178	Other	CERTIFIED SECURITY SOLUTIONS INC		2,392.00	2,392.00	923900	9934	CMS 4.1 Software Training	Jan-2016
1179	Other	CGI TECHNOLOGIES AND SOLUTIONS INC		2,864.40	2,864.40	923900	J706-0020-1016 Accrual USD	Temporary IT Resources Accrual	Oct-2016
1180	Other	CGI TECHNOLOGIES AND SOLUTIONS INC		10,366.40	10,366.40	923900	US312037143	Temporary IT Resources	May-2016
1181	Other	CGI TECHNOLOGIES AND SOLUTIONS INC		8,456.80	8,456.80	923900	US312038011	Temporary IT Resources	May-2016
1182	Other	CGI TECHNOLOGIES AND SOLUTIONS INC		2,046.00	2,046.00	923900	US312038150	Temporary IT Resources	Jun-2016
1183	Other	CGI TECHNOLOGIES AND SOLUTIONS INC		3,716.90	3,716.90	923900	US312038904	Temporary IT Resources	Jul-2016
1184	Other	CGI TECHNOLOGIES AND SOLUTIONS INC		68.20	68.20	923900	US312039332	Temporary IT Resources	Sep-2016
1185	Other	CGI TECHNOLOGIES AND SOLUTIONS INC		750.20	750.20	923900	US312039638	Temporary IT Resources	Sep-2016
1186	Other	CGI TECHNOLOGIES AND SOLUTIONS INC		1,636.80	1,636.80	923900	US312040116	Temporary IT Resources	Sep-2016
1187	Other	CGI TECHNOLOGIES AND SOLUTIONS INC		4,910.40	4,910.40	923900	US312040140	Temporary IT Resources	Oct-2016
1188	Other	CHU CON INC		1,012.00	1,012.00	923100	447	PRESSURE WASH TRUCKS	Apr-2016
1189	Other	CHU CON INC		1,012.00	1,012.00	923100	448	PRESSURE WASH VEHICLES	Apr-2016
1190	Other	CHU CON INC		1,012.00	1,012.00	923100	449	PRESSURE WASH VEHICLES	Apr-2016
1191	Other	CHU CON INC		478.50	478.50	923100	450	WASH VEHICLES	Apr-2016
1192	Other	CIGNITI TECHNOLOGIES INC		22,031.04	22,031.04	923900	CTILGKU0820161106	Temporary Testing Resources	Sep-2016
1193	Other	CIGNITI TECHNOLOGIES INC		24,133.02	24,133.02	923900	CTILGKU0920161283	Temporary Testing Resources	Oct-2016
1194	Other	CIGNITI TECHNOLOGIES INC		20,247.78	20,247.78	923900	CTILGKU2015691	Temporary Testing Resources	Dec-2015
1195	Other	CIGNITI TECHNOLOGIES INC		11,368.08	11,368.08	923900	CTILGKU2016019	Temporary Testing Resources	May-2016
1196	Other	CIGNITI TECHNOLOGIES INC		11,145.60	11,145.60	923900	CTILGKU20161014	Temporary Testing Resources	Mar-2016
1197	Other	CIGNITI TECHNOLOGIES INC		18,262.80	18,262.80	923900	CTILGKU20161159	Temporary Testing Resources	Apr-2016
1198	Other	CIGNITI TECHNOLOGIES INC		22,397.04	22,397.04	923900	CTILGKU2016248	Temporary Testing Resources	Jun-2016
1199	Other	CIGNITI TECHNOLOGIES INC		18,498.06	18,498.06	923900	CTILGKU2016716R	Temporary Testing Resources	Aug-2016
1200	Other	CIGNITI TECHNOLOGIES INC		18,530.64	18,530.64	923900	CTILGKU2016893	Temporary Testing Resources	Feb-2016
1201	Other	CIGNITI TECHNOLOGIES INC		23,980.32	23,980.32	923900	J706-0020-0616 Accrual USD	Temporary Testing Resources Accrual	Jun-2016
1202	Other	CIGNITI TECHNOLOGIES INC		19,292.00	19,292.00	923900	J706-0020-1016 Accrual USD	Temporary Testing Resources Accrual	Oct-2016
1203	Other	CIGNITI TECHNOLOGIES INC		6,306.30	6,306.30	923900	J706-0020-1215 Accrual USD	Temporary Testing Resources Accrual	Dec-2015
1204	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS		1,909.44	1,909.44	923900	131400123161	Senior Consultant 32 hrs @ \$110.50/hr (w/e 1/2/2016)	Feb-2016
1205	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS		41.99	41.99	923900	131401024151	Mileage 10/23 2 round trip to KU Office 163 miles	Jan-2016
1206	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS		7,726.16	7,726.16	923900	131401024151	Senior Consultant 152 hrs @ \$110.50/hr (w/e 9/26/2015/10/24/2015)	Jan-2016
1207	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS		126.15	126.15	923900	131401121151	Mileage 11/09 and 11/20 3 round trips to KU Office 489.70 miles	Jan-2016
1208	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS		8,132.80	8,132.80	923900	131401121151	Senior Consultant 160 hrs @ \$110.50/hr (w/e 10/31/2015/11/21/2015)	Jan-2016
1209	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS		70.49	70.49	923900	131401226151	Mileage 11/25 and 12/11 1 round trip to KU Office and 1 round trip to Simpsonville 233.10miles	Feb-2016
1210	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS		10,263.24	10,263.24	923900	131401226151	Senior Consultant - 172 hrs @ \$110.50/hr (w/e 11/28/2015-12/26/2015)	Feb-2016
1211	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS		(8,539.44)	(8,539.44)	923900	Reverses "J706-0020-1215 Accrual USD"05-JAN-2016 10:36:07	Consulting Services Accrual	Jan-2016
1212	Other	CINCINNATI BELL TECHNOLOGY SOLUTIONS		(70.74)	(70.74)	923900	SRVINV000107CR	Credit on Invoice SRVINV000107	May-2016
1213	Other	CLEANLITES RECYCLING INC		(117.88)	(117.88)	923900	0000129042	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Feb-2016
1214	Other	CLEANLITES RECYCLING INC		9,202.00	9,202.00	923900	0000130485	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Nov-2015
1215	Other	CLEANLITES RECYCLING INC		125.00	125.00	923100	0000130667	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Nov-2015
1216	Other	CLEANLITES RECYCLING INC		89.55	89.55	923900	0000132329	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Mar-2016
1217	Other	CLEANLITES RECYCLING INC		88.70	88.70	923900	0000132335	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Mar-2016
1218	Other	CLEANLITES RECYCLING INC		51.05	51.05	923900	0000132594	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Apr-2016
1219	Other	CLEANLITES RECYCLING INC		61.43	61.43	923900	0000133018	Recycling Pickup of Hard Drives and Misc Electronic Equipment	May-2016
1220	Other	CLEANLITES RECYCLING INC		153.90	153.90	923900	0000133373	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Jun-2016
1221	Other	CLEANLITES RECYCLING INC		73.49	73.49	923900	0000133411	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Jun-2016
1222	Other	CLEANLITES RECYCLING INC		55.60	55.60	923900	0000133483	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Sep-2016
1223	Other	CLEANLITES RECYCLING INC		28.35	28.35	923900	0000134515	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Aug-2016
1224	Other	CLEANLITES RECYCLING INC		45.05	45.05	923900	0000134520	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Aug-2016
1225	Other	CLEANLITES RECYCLING INC		346.52	346.52	923900	0000134727	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Sep-2016
1226	Other	CLEANLITES RECYCLING INC		217.37	217.37	923900	0000134728	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Sep-2016
1227	Other	CLEANLITES RECYCLING INC		233.17	233.17	923900	0000134817	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Sep-2016
1228	Other	CLEANLITES RECYCLING INC		201.57	201.57	923900	0000134818	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Sep-2016
1229	Other	CLEANLITES RECYCLING INC		1,052.05	1,052.05	923900	0000134824	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Aug-2016
1230	Other	CLEANLITES RECYCLING INC		28.09	28.09	923900	0000134835	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Sep-2016
1231	Other	CLEANLITES RECYCLING INC		458.80	458.80	923900	0000135290	Recycling Pickup of Hard Drives and Misc Electronic Equipment	Sep-2016
1232	Other	COLOURS 2000		99.75	99.75	923900	101316A	Quote for Office 609 at the LG&E Bldg. Paint office per quote	Oct-2016
1233	Other	COLOURS 2000		220.50	220.50	923900	101316B	Quote for Office 1610A at LG&E Center. Patch and paint walls, crown mold.	Oct-2016
1234	Other	COMMERCIAL WORKS		130.41	130.41	923900	8107400	Moving services	Feb-2016
1235	Other	COMMERCIAL WORKS		118.14	118.14	923100	8107463	Moving services	Mar-2016
1236	Other	COMMERCIAL WORKS		107.73	107.73	923900	8107600	Moving services for storage cabinet	Apr-2016
1237	Other	COMMERCIAL WORKS		2,625.00	2,625.00	923900	8107883	Quote to pull all items from storage due to loss of contract. Stage for loading	Aug-2016
1238	Other	COMMERCIAL WORKS		2,831.68	2,831.68	923900	8107884	Warehouse labor and disposals	Aug-2016
1239	Other	COOLSOFT LLC		1,852.20	1,852.20	923900	20239	Temporary IT Resource	Nov-2015
1240	Other	COOLSOFT LLC		2,469.60	2,469.60	923900	20442	Temporary IT Resource	Dec-2015
1241	Other	COOLSOFT LLC		2,178.00	2,178.00	923900	20448	Temporary IT Resource	Dec-2015
1242	Other	COOLSOFT LLC		1,288.00	1,288.00	923900	20583	Temporary IT Resource	Jan-2016
1243	Other	COOLSOFT LLC		1,393.92	1,393.92	923900	20741	Temporary IT Resource	Jan-2016
1244	Other	COOLSOFT LLC		3,213.00	3,213.00	923900	20902	Temporary IT Resource	Feb-2016
1245	Other	COOLSOFT LLC		1,742.40	1,742.40	923900	20903	Temporary IT Resource	Feb-2016
1246	Other	COOLSOFT LLC		756.00	756.00	923900	21124	Temporary IT Resource	Mar-2016
1247	Other	COOLSOFT LLC		1,045.44	1,045.44	923900	21178	Temporary IT Resource	Mar-2016
1248	Other	COOLSOFT LLC		156.88	156.88	923900	21301	Temporary IT Resource	Aug-2016
1249	Other	COOLSOFT LLC		1,814.40	1,814.40	923900	21366	Temporary IT Resource	Apr-2016
1250	Other	COOLSOFT LLC		1,742.40	1,742.40	923900	21443	Temporary IT Resource	Apr-2016
1251	Other	COOLSOFT LLC		3,294.48	3,294.48	923900	21480	Temporary IT Resource	Aug-2016
1252	Other	COOLSOFT LLC		3,364.20	3,364.20	923900	21636	Temporary IT Resource	May-2016
1253	Other	COOLSOFT LLC		3,225.85	3,225.85	923900	21735	Temporary IT Resource	Aug-2016
1254	Other	COOLSOFT LLC		5,575.68	5,575.68	923900	21749	Temporary IT Resource	May-2016
1255	Other	COOLSOFT LLC		4,498.20	4,498.20	923900	21883	Temporary IT Resource	Jun-2016
1256	Other	COOLSOFT LLC		3,294.48	3,294.48	923900	21946	Temporary IT Resource	Aug-2016
1257	Other	COOLSOFT LLC		3,635.80	3,635.80	923900	22180	Temporary IT Resource	Jul-2016
1258	Other	COOLSOFT LLC		2,823.84	2,823.84	923900	22259	Temporary IT Resource	Jul-2016

(A) Line No.	Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
1259	Other	COOLSOFT LLC		2,634.10	2,634.10	923900	22470	Temporary IT Resource	Aug-2016
1260	Other	COOLSOFT LLC		(556.50)	(556.50)	923900	22470	Temporary IT Resource	Sep-2016
1261	Other	COOLSOFT LLC		3,294.48	3,294.48	923900	22480	Temporary IT Resource	Aug-2016
1262	Other	COOLSOFT LLC		1,298.50	1,298.50	923900	22758	Temporary IT Resource	Sep-2016
1263	Other	COOLSOFT LLC		3,382.72	3,382.72	923900	22770	Temporary IT Resource	Sep-2016
1264	Other	COOLSOFT LLC		1,245.23	1,245.23	923900	22957	Temporary IT Resource	Oct-2016
1265	Other	COOLSOFT LLC		1,335.60	1,335.60	923900	23065	Temporary IT Resource	Oct-2016
1266	Other	COOLSOFT LLC		6,741.36	6,741.36	923900	J706-0020-0616	Temporary IT Resource Accrual	Jun-2016
1267	Other	COOLSOFT LLC		2,398.78	2,398.78	923900	J706-0020-1016	Temporary IT Resource Accrual	Oct-2016
1268	Other	COOLSOFT LLC		2,765.92	2,765.92	923900	J706-0020-1215	Temporary IT Resource Accrual	Dec-2015
1269	Other	COOLSOFT LLC		(6,616.52)	(6,616.52)	923900	Reverses "J706-0020-0616	Temporary IT Resource Accrual	Jul-2016
1270	Other	COOLSOFT LLC		(1,166.20)	(1,166.20)	923900	Reverses "J706-0020-1015	Temporary IT Resource Accrual	Nov-2015
1271	Other	COOLSOFT LLC		(2,681.92)	(2,681.92)	923900	Reverses "J706-0020-1215	Temporary IT Resource Accrual	Jan-2016
1272	Other	Corporate Accounting		65,026.86	65,026.86	923900	07D_ACCT 184516	Mass Allocation of Joint Used Facility Costs	Nov-2015
1273	Other	Corporate Accounting		94,818.34	94,818.34	923900	07D_ACCT 184516	Mass Allocation of Joint Used Facility Costs	Dec-2015
1274	Other	Corporate Accounting		26,215.81	26,215.81	923900	07D_ACCT 184516	Mass Allocation of Joint Used Facility Costs	Jan-2016
1275	Other	Corporate Accounting		47,896.23	47,896.23	923900	07D_ACCT 184516	Mass Allocation of Joint Used Facility Costs	Feb-2016
1276	Other	Corporate Accounting		46,546.98	46,546.98	923900	07D_ACCT 184516	Mass Allocation of Joint Used Facility Costs	Mar-2016
1277	Other	Corporate Accounting		52,065.06	52,065.06	923900	07D_ACCT 184516	Mass Allocation of Joint Used Facility Costs	Apr-2016
1278	Other	Corporate Accounting		73,572.81	73,572.81	923900	07D_ACCT 184516	Mass Allocation of Joint Used Facility Costs	May-2016
1279	Other	Corporate Accounting		55,374.10	55,374.10	923900	07D_ACCT 184516	Mass Allocation of Joint Used Facility Costs	Jun-2016
1280	Other	Corporate Accounting		61,989.73	61,989.73	923900	07D_ACCT 184516	Mass Allocation of Joint Used Facility Costs	Jul-2016
1281	Other	Corporate Accounting		(8,326.34)	(8,326.34)	923900	07D_ACCT 184516	Mass Allocation of Joint Used Facility Costs	Aug-2016
1282	Other	Corporate Accounting		51,273.53	51,273.53	923900	07D_ACCT 184516	Mass Allocation of Joint Used Facility Costs	Sep-2016
1283	Other	Corporate Accounting		50,364.51	50,364.51	923900	07D_ACCT 184516	Mass Allocation of Joint Used Facility Costs	Oct-2016
1284	Other	Corporate Accounting		11,124.19	11,124.19	923900	08D_ACCT 184517	Mass Allocation of Joint Used Facility Costs	Nov-2015
1285	Other	Corporate Accounting		29,584.41	29,584.41	923900	08D_ACCT 184517	Mass Allocation of Joint Used Facility Costs	Dec-2015
1286	Other	Corporate Accounting		22,877.97	22,877.97	923900	08D_ACCT 184517	Mass Allocation of Joint Used Facility Costs	Jan-2016
1287	Other	Corporate Accounting		12,491.78	12,491.78	923900	08D_ACCT 184517	Mass Allocation of Joint Used Facility Costs	Feb-2016
1288	Other	Corporate Accounting		9,714.98	9,714.98	923900	08D_ACCT 184517	Mass Allocation of Joint Used Facility Costs	Mar-2016
1289	Other	Corporate Accounting		3,805.14	3,805.14	923900	08D_ACCT 184517	Mass Allocation of Joint Used Facility Costs	Apr-2016
1290	Other	Corporate Accounting		10,773.12	10,773.12	923900	08D_ACCT 184517	Mass Allocation of Joint Used Facility Costs	May-2016
1291	Other	Corporate Accounting		17,335.42	17,335.42	923900	08D_ACCT 184517	Mass Allocation of Joint Used Facility Costs	Jun-2016
1292	Other	Corporate Accounting		13,589.13	13,589.13	923900	08D_ACCT 184517	Mass Allocation of Joint Used Facility Costs	Jul-2016
1293	Other	Corporate Accounting		67,614.06	67,614.06	923900	08D_ACCT 184517	Mass Allocation of Joint Used Facility Costs	Aug-2016
1294	Other	Corporate Accounting		16,070.06	16,070.06	923900	08D_ACCT 184517	Mass Allocation of Joint Used Facility Costs	Sep-2016
1295	Other	Corporate Accounting		8,877.97	8,877.97	923900	08D_ACCT 184517	Mass Allocation of Joint Used Facility Costs	Oct-2016
1296	Other	Corporate Accounting		11,993.04	11,993.04	923900	09D_ACCT 184507	Mass Allocation of Joint Used Facility Costs	Nov-2015
1297	Other	Corporate Accounting		15,677.47	15,677.47	923900	09D_ACCT 184507	Mass Allocation of Joint Used Facility Costs	Dec-2015
1298	Other	Corporate Accounting		13,015.76	13,015.76	923900	09D_ACCT 184507	Mass Allocation of Joint Used Facility Costs	Jan-2016
1299	Other	Corporate Accounting		12,330.21	12,330.21	923900	09D_ACCT 184507	Mass Allocation of Joint Used Facility Costs	Feb-2016
1300	Other	Corporate Accounting		11,451.15	11,451.15	923900	09D_ACCT 184507	Mass Allocation of Joint Used Facility Costs	Mar-2016
1301	Other	Corporate Accounting		10,237.88	10,237.88	923900	09D_ACCT 184507	Mass Allocation of Joint Used Facility Costs	Apr-2016
1302	Other	Corporate Accounting		17,099.27	17,099.27	923900	09D_ACCT 184507	Mass Allocation of Joint Used Facility Costs	May-2016
1303	Other	Corporate Accounting		9,610.68	9,610.68	923900	09D_ACCT 184507	Mass Allocation of Joint Used Facility Costs	Jun-2016
1304	Other	Corporate Accounting		6,939.76	6,939.76	923900	09D_ACCT 184507	Mass Allocation of Joint Used Facility Costs	Jul-2016
1305	Other	Corporate Accounting		1,281.52	1,281.52	923900	09D_ACCT 184507	Mass Allocation of Joint Used Facility Costs	Aug-2016
1306	Other	Corporate Accounting		12,106.06	12,106.06	923900	09D_ACCT 184507	Mass Allocation of Joint Used Facility Costs	Sep-2016
1307	Other	Corporate Accounting		8,846.63	8,846.63	923900	09D_ACCT 184507	Mass Allocation of Joint Used Facility Costs	Oct-2016
1308	Other	Corporate Accounting		2,074.82	2,074.82	923900	10D_ACCT 184508	Mass Allocation of Joint Used Facility Costs	Nov-2015
1309	Other	Corporate Accounting		3,608.79	3,608.79	923900	10D_ACCT 184508	Mass Allocation of Joint Used Facility Costs	Dec-2015
1310	Other	Corporate Accounting		2,813.36	2,813.36	923900	10D_ACCT 184508	Mass Allocation of Joint Used Facility Costs	Jan-2016
1311	Other	Corporate Accounting		3,186.40	3,186.40	923900	10D_ACCT 184508	Mass Allocation of Joint Used Facility Costs	Feb-2016
1312	Other	Corporate Accounting		3,606.60	3,606.60	923900	10D_ACCT 184508	Mass Allocation of Joint Used Facility Costs	Mar-2016
1313	Other	Corporate Accounting		7,941.52	7,941.52	923900	10D_ACCT 184508	Mass Allocation of Joint Used Facility Costs	Apr-2016
1314	Other	Corporate Accounting		5,068.23	5,068.23	923900	10D_ACCT 184508	Mass Allocation of Joint Used Facility Costs	May-2016
1315	Other	Corporate Accounting		4,659.17	4,659.17	923900	10D_ACCT 184508	Mass Allocation of Joint Used Facility Costs	Jun-2016
1316	Other	Corporate Accounting		6,033.22	6,033.22	923900	10D_ACCT 184508	Mass Allocation of Joint Used Facility Costs	Jul-2016
1317	Other	Corporate Accounting		11,493.01	11,493.01	923900	10D_ACCT 184508	Mass Allocation of Joint Used Facility Costs	Aug-2016
1318	Other	Corporate Accounting		2,249.20	2,249.20	923900	10D_ACCT 184508	Mass Allocation of Joint Used Facility Costs	Sep-2016
1319	Other	Corporate Accounting		2,361.57	2,361.57	923900	10D_ACCT 184508	Mass Allocation of Joint Used Facility Costs	Oct-2016
1320	Other	Corporate Accounting		1,040.94	1,040.94	923900	11D_ACCT 184503	Mass Allocation of Joint Used Facility Costs	Nov-2015
1321	Other	Corporate Accounting		1,004.92	1,004.92	923900	11D_ACCT 184503	Mass Allocation of Joint Used Facility Costs	Dec-2015
1322	Other	Corporate Accounting		1,169.81	1,169.81	923900	11D_ACCT 184503	Mass Allocation of Joint Used Facility Costs	Jan-2016
1323	Other	Corporate Accounting		1,476.73	1,476.73	923900	11D_ACCT 184503	Mass Allocation of Joint Used Facility Costs	Feb-2016
1324	Other	Corporate Accounting		1,332.89	1,332.89	923900	11D_ACCT 184503	Mass Allocation of Joint Used Facility Costs	Mar-2016
1325	Other	Corporate Accounting		1,057.10	1,057.10	923900	11D_ACCT 184503	Mass Allocation of Joint Used Facility Costs	Apr-2016
1326	Other	Corporate Accounting		4,550.12	4,550.12	923900	11D_ACCT 184503	Mass Allocation of Joint Used Facility Costs	May-2016
1327	Other	Corporate Accounting		739.52	739.52	923900	11D_ACCT 184503	Mass Allocation of Joint Used Facility Costs	Jun-2016
1328	Other	Corporate Accounting		881.06	881.06	923900	11D_ACCT 184503	Mass Allocation of Joint Used Facility Costs	Jul-2016
1329	Other	Corporate Accounting		858.62	858.62	923900	11D_ACCT 184503	Mass Allocation of Joint Used Facility Costs	Aug-2016
1330	Other	Corporate Accounting		1,948.47	1,948.47	923900	11D_ACCT 184503	Mass Allocation of Joint Used Facility Costs	Sep-2016
1331	Other	Corporate Accounting		2,089.07	2,089.07	923900	11D_ACCT 184503	Mass Allocation of Joint Used Facility Costs	Oct-2016
1332	Other	Corporate Accounting		1,640.14	1,640.14	923900	12D_ACCT 184506	Mass Allocation of Joint Used Facility Costs	Nov-2015
1333	Other	Corporate Accounting		2,704.43	2,704.43	923900	12D_ACCT 184506	Mass Allocation of Joint Used Facility Costs	Dec-2015
1334	Other	Corporate Accounting		2,082.97	2,082.97	923900	12D_ACCT 184506	Mass Allocation of Joint Used Facility Costs	Jan-2016
1335	Other	Corporate Accounting		1,865.57	1,865.57	923900	12D_ACCT 184506	Mass Allocation of Joint Used Facility Costs	Feb-2016
1336	Other	Corporate Accounting		3,554.20	3,554.20	923900	12D_ACCT 184506	Mass Allocation of Joint Used Facility Costs	Mar-2016
1337	Other	Corporate Accounting		4,795.24	4,795.24	923900	12D_ACCT 184506	Mass Allocation of Joint Used Facility Costs	Apr-2016
1338	Other	Corporate Accounting		1,978.49	1,978.49	923900	12D_ACCT 184506	Mass Allocation of Joint Used Facility Costs	May-2016
1339	Other	Corporate Accounting		2,746.64	2,746.64	923900	12D_ACCT 184506	Mass Allocation of Joint Used Facility Costs	Jun-2016
1340	Other	Corporate Accounting		2,004.03	2,004.03	923900	12D_ACCT 184506	Mass Allocation of Joint Used Facility Costs	Jul-2016
1341	Other	Corporate Accounting		2,134.97	2,134.97	923900	12D_ACCT 184506	Mass Allocation of Joint Used Facility Costs	Aug-2016
1342	Other	Corporate Accounting		840.40	840.40	923900	12D_ACCT 184506	Mass Allocation of Joint Used Facility Costs	Sep-2016
1343	Other	Corporate Accounting		842.56	842.56	923900	12D_ACCT 184506	Mass Allocation of Joint Used Facility Costs	Oct-2016
1344	Other	Corporate Accounting		17.85	17.85	923900	13C_ACCT 184521	Mass Allocation of Joint Used Facility Costs	Sep-2016

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Audit	(E) Other	(F) Total	(G) Account Invoice	(H) Description	(I) Period	
1345	Other	Corporate Accounting		788.02	788.02	923900	14C_ACCT 184522 MORG MTCE OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Dec-2015
1346	Other	Corporate Accounting		584.81	584.81	923900	14C_ACCT 184522 MORG MTCE OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Jan-2016
1347	Other	Corporate Accounting		691.89	691.89	923900	14C_ACCT 184522 MORG MTCE OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Mar-2016
1348	Other	Corporate Accounting		19.70	19.70	923900	14C_ACCT 184522 MORG MTCE OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Apr-2016
1349	Other	Corporate Accounting		245.67	245.67	923900	14C_ACCT 184522 MORG MTCE OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	May-2016
1350	Other	Corporate Accounting		954.76	954.76	923900	14C_ACCT 184522 MORG MTCE OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Aug-2016
1351	Other	Corporate Accounting		732.16	732.16	923900	14C_ACCT 184522 MORG MTCE OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Sep-2016
1352	Other	Corporate Accounting		523.52	523.52	923900	14C_ACCT 184522 MORG MTCE OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Oct-2016
1353	Other	Corporate Accounting		70,071.38	70,071.38	923900	15I_ACCT 184509 LGEC OPER OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Nov-2015
1354	Other	Corporate Accounting		69,858.42	69,858.42	923900	15I_ACCT 184509 LGEC OPER OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Dec-2015
1355	Other	Corporate Accounting		80,065.32	80,065.32	923900	15I_ACCT 184509 LGEC OPER OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Jan-2016
1356	Other	Corporate Accounting		80,234.26	80,234.26	923900	15I_ACCT 184509 LGEC OPER OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Feb-2016
1357	Other	Corporate Accounting		80,141.34	80,141.34	923900	15I_ACCT 184509 LGEC OPER OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Mar-2016
1358	Other	Corporate Accounting		80,174.23	80,174.23	923900	15I_ACCT 184509 LGEC OPER OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Apr-2016
1359	Other	Corporate Accounting		108,436.52	108,436.52	923900	15I_ACCT 184509 LGEC OPER OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	May-2016
1360	Other	Corporate Accounting		78,621.01	78,621.01	923900	15I_ACCT 184509 LGEC OPER OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Jun-2016
1361	Other	Corporate Accounting		79,926.66	79,926.66	923900	15I_ACCT 184509 LGEC OPER OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Jul-2016
1362	Other	Corporate Accounting		79,878.98	79,878.98	923900	15I_ACCT 184509 LGEC OPER OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Aug-2016
1363	Other	Corporate Accounting		80,113.43	80,113.43	923900	15I_ACCT 184509 LGEC OPER OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Sep-2016
1364	Other	Corporate Accounting		81,270.64	81,270.64	923900	15I_ACCT 184509 LGEC OPER OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Oct-2016
1365	Other	Corporate Accounting		26,674.15	26,674.15	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Nov-2015
1366	Other	Corporate Accounting		35,383.47	35,383.47	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Dec-2015
1367	Other	Corporate Accounting		20,320.44	20,320.44	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Jan-2016
1368	Other	Corporate Accounting		19,035.49	19,035.49	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Feb-2016
1369	Other	Corporate Accounting		26,650.04	26,650.04	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Mar-2016
1370	Other	Corporate Accounting		32,290.36	32,290.36	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Apr-2016
1371	Other	Corporate Accounting		27,323.31	27,323.31	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	May-2016
1372	Other	Corporate Accounting		24,279.37	24,279.37	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Jun-2016
1373	Other	Corporate Accounting		23,486.06	23,486.06	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Jul-2016
1374	Other	Corporate Accounting		22,984.04	22,984.04	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Aug-2016
1375	Other	Corporate Accounting		23,904.07	23,904.07	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Sep-2016
1376	Other	Corporate Accounting		30,709.46	30,709.46	923900	16D_ACCT 184513 LGEC OTH EXP OS - LGE LELLC	Mass Allocation of Joint Used Facility Costs	Oct-2016
1377	Other	Corporate Accounting		45.51	45.51	923900	J201-0020-0716 Prior Period Adjustment USD	Reverse Non-Location 0401 Steam charges in LKE allocation	Jul-2016
1378	Other	Corporate Accounting		(5,295.67)	(5,295.67)	923900	J200-0100-0216 IC Adj USD	Redistribute YTD charge to KU	Feb-2016
1379	Other	Corporate Accounting		(67.93)	(67.93)	923900	J201-0020-0716 Prior Period Adjustment USD	Reverse Non-Location 0401 Steam charges in LKE allocation	Jul-2016
1380	Other	CRESCENT ALLIED SOLUTIONS		9,609.60	9,609.60	923900	3040000854	Temporary IT Resources	Mar-2016
1381	Other	CRESCENT ALLIED SOLUTIONS		4,004.00	4,004.00	923900	J706-0020-1016 Accrual USD	Temporary IT Resources Accrual	Oct-2016
1382	Other	CRISP CONTRACT		4,859.66	4,859.66	923900	J110-0100-1115 Adjustment USD	CRISP IT - Expense amortization	Nov-2015
1383	Other	CRISP CONTRACT		4,859.66	4,859.66	923900	J110-0100-1115 Adjustment USD	CRISP IT 2 - Expense amortization	Nov-2015
1384	Other	CRISP CONTRACT		4,859.62	4,859.62	923900	J110-0100-1215 Adjustment USD	CRISP IT - Expense amortization	Dec-2015
1385	Other	CRISP CONTRACT		4,859.62	4,859.62	923900	J110-0100-1215 Adjustment USD	CRISP IT 2 - Expense amortization	Dec-2015
1386	Other	DATA CLEAN CORP		3,500.82	3,500.82	923900	0084056	Simpsonville: Onetime cleaning of the equipment and environment, tops of floors, and the under flo	May-2016
1387	Other	DATA CLEAN CORP		4,444.74	4,444.74	923900	0084068	Louisville: Onetime cleaning of the equipment and environment, tops of floors, and the under floor	May-2016
1388	Other	DELTA SERVICES LLC		299.10	299.10	923900	66506	Bandwidth requirement. Labor	Dec-2015
1389	Other	DELTA SERVICES LLC		12.25	12.25	923900	66506	Bandwidth requirement. Material	Dec-2015
1390	Other	DELTA SERVICES LLC		256.37	256.37	923900	66782	Joysticks for the PTZ Cameras and install. Labor	Dec-2015
1391	Other	DELTA SERVICES LLC		366.90	366.90	923900	66782	Joysticks for the PTZ Cameras and install. Material	Dec-2015
1392	Other	DELTA SERVICES LLC		12.25	12.25	923900	66782	Reconfigure SECCAM Directory. Material	Feb-2016
1393	Other	DELTA SERVICES LLC		128.18	128.18	923900	67394	For archiver support on corporate network. Labor	Jan-2016
1394	Other	DELTA SERVICES LLC		170.91	170.91	923900	67565	Reconfigure SECCAM Directory. Labor	Feb-2016
1395	Other	DELTA SERVICES LLC		916.50	916.50	923900	67837	Genetec Upgrade. Labor	Feb-2016
1396	Other	DELTA SERVICES LLC		12.25	12.25	923900	67837	Genetec Upgrade. Material	Feb-2016
1397	Other	DELTA SERVICES LLC		4,970.70	4,970.70	923900	69291	Riverport Fiber install to cameras at rear of building	May-2016
1398	Other	DELTA SERVICES LLC		100.84	100.84	923900	72012	Technical Labor	Oct-2016
1399	Other	DONN DUNKER CREATIVE LLC		297.35	297.35	923900	201568	Professional Services for Corporate Communication	Dec-2015
1400	Other	DONN DUNKER CREATIVE LLC		2,262.55	2,262.55	923900	201669	Professional Services for Corporate Communication	Feb-2016
1401	Other	DONN DUNKER CREATIVE LLC		1,072.00	1,072.00	923100	201670	Professional Services for Corporate Communication	Apr-2016
1402	Other	DONN DUNKER CREATIVE LLC		322.86	322.86	923900	201670	Professional Services for Corporate Communication	Apr-2016
1403	Other	DONN DUNKER CREATIVE LLC		600.06	600.06	923100	201671	Professional Services for Corporate Communication	Apr-2016
1404	Other	DONN DUNKER CREATIVE LLC		688.50	688.50	923900	201671	Professional Services for Corporate Communication	Apr-2016
1405	Other	DONN DUNKER CREATIVE LLC		806.67	806.67	923900	201672	Professional Services for Corporate Communication	May-2016
1406	Other	DONN DUNKER CREATIVE LLC		470.64	470.64	923900	201673	Professional Services for Corporate Communication	May-2016
1407	Other	DONN DUNKER CREATIVE LLC		21.16	21.16	923900	201674	Professional Services for Corporate Communication	Jun-2016
1408	Other	DONN DUNKER CREATIVE LLC		191.75	191.75	923900	201675	Professional Services for Corporate Communication	Jul-2016
1409	Other	DONN DUNKER CREATIVE LLC		606.64	606.64	923900	201676	Professional Services for Corporate Communication	Jun-2016
1410	Other	DONN DUNKER CREATIVE LLC		506.29	506.29	923900	201677	Professional Services for Corporate Communication	Aug-2016
1411	Other	DONN DUNKER CREATIVE LLC		426.51	426.51	923900	201678	Professional Services for Corporate Communication	Aug-2016
1412	Other	DONN DUNKER CREATIVE LLC		266.05	266.05	923900	201679	Professional Services for Corporate Communication	Sep-2016
1413	Other	DONN DUNKER CREATIVE LLC		517.42	517.42	923900	201680	Professional Services for Corporate Communication	Oct-2016
1414	Other	DONN DUNKER CREATIVE LLC		111.72	111.72	923900	201682	Professional Services for Corporate Communication	Oct-2016
1415	Other	DONNIE JONES LAWN CARE LLC		362.60	362.60	923900	1505	Lawn Care Services for various Telecom Locations	Nov-2015
1416	Other	DONNIE JONES LAWN CARE LLC		258.47	258.47	923900	1516	Lawn Care Services for various Telecom Locations	Dec-2015
1417	Other	DONNIE JONES LAWN CARE LLC		53.90	53.90	923900	1529	Lawn Care Services for various Telecom Locations	Dec-2015
1418	Other	DONNIE JONES LAWN CARE LLC		42.87	42.87	923900	1530	Lawn Care Services for various Telecom Locations	Dec-2015
1419	Other	DONNIE JONES LAWN CARE LLC		800.00	800.00	923100	1533	Repair Pot holes in gravel lot at Earlington Storeroom.	Mar-2016
1420	Other	DONNIE JONES LAWN CARE LLC		325.35	325.35	923900	1535	Lawn Care Services for various Telecom Locations	May-2016
1421	Other	DONNIE JONES LAWN CARE LLC		298.35	298.35	923900	1542	Lawn Care Services for various Telecom Locations	May-2016
1422	Other	DONNIE JONES LAWN CARE LLC		298.35	298.35	923900	1557	Lawn Care Services for various Telecom Locations	Jun-2016
1423	Other	EAGLE PRESS, INC.		430.10	430.10	923900	27-JAN-2016 12:01 SERV	Company Letterhead	Jan-2016
1424	Other	EAGLE PRESS, INC.		7.28	7.28	923900	29-FEB-2016 07:02 SERV	Company Letterhead	Feb-2016
1425	Other	EAPDIS LLC		465.50	465.50	923900	2885	2016 Energy Technical Craft Clerical Survey	Jan-2016
1426	Other	EDISON ELECTRIC INSTITUTE		875.00	875.00	923900	155076	Avian Power Line Interaction Committee (APLIC) Dues	Nov-2015
1427	Other	EDISON ELECTRIC INSTITUTE		577.81	577.81	923900	156465	Employment Testing Services	Jan-2016
1428	Other	EDISON ELECTRIC INSTITUTE		185.33	185.33	923900	159693	Employment Testing Services	Mar-2016

(A) Line No.	Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
1429	Other	EDISON ELECTRIC INSTITUTE		474.24	474.24	923900	159707	Employment Testing Services	Mar-2016
1430	Other	EDISON ELECTRIC INSTITUTE		1,197.64	1,197.64	923900	27-MAY-2016 07:05 SERV	Ability tests - testing materials/booklets, software and other materials	May-2016
1431	Other	ENVIRON INTERNATIONAL CORPORATION		30,876.00	30,876.00	923100	431586	PROFESSIONAL SERVICES	Sep-2016
1432	Other	ENVIRONMENTAL SYSTEMS CORP		11,915.20	11,915.20	923900	005320	Hardware Upgrade per ESC030473002 for Cane Run CRSV01, EW Brown	Dec-2015
1433	Other	ENVIRONMENTAL SYSTEMS CORP		1,848.00	1,848.00	923900	006092	Remote IT Service Project. Script to assist with Seven (7) Servers, as described in Proposal ESC0	Aug-2016
1434	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		27.56	27.56	923900	32182	Background Checks	Nov-2015
1435	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		41.18	41.18	923900	32626	Background Checks	Nov-2015
1436	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		27.56	27.56	923900	32989	Background Checks	Dec-2015
1437	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		79.99	79.99	923900	33411	Background Checks	Dec-2015
1438	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		60.66	60.66	923900	34090	Background Checks	Jan-2016
1439	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		55.13	55.13	923900	34976	Background Checks	Feb-2016
1440	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		123.87	123.87	923900	35170	Background Checks	Mar-2016
1441	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		139.65	139.65	923900	35553	Background Checks	Mar-2016
1442	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		14.96	14.96	923900	35584	Background Checks	Mar-2016
1443	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		9.33	9.33	923900	35687	Background Checks	Mar-2016
1444	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		68.04	68.04	923900	36079	Background Checks	Apr-2016
1445	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		189.77	189.77	923900	36156	Background Checks	Apr-2016
1446	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		27.56	27.56	923900	36891	Background Checks	May-2016
1447	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		55.13	55.13	923900	36891	Background Checks	May-2016
1448	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		55.12	55.12	923900	38239	Background Checks	Jul-2016
1449	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		71.44	71.44	923900	38239	Background Checks	Jul-2016
1450	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		60.66	60.66	923900	39330	Background Checks	Jul-2016
1451	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		62.48	62.48	923900	39330	Background Checks	Jul-2016
1452	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		108.04	108.04	923900	39563	Background Checks	Aug-2016
1453	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		27.56	27.56	923900	39563	Background Checks	Aug-2016
1454	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		104.86	104.86	923900	40100	Background Checks	Aug-2016
1455	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		104.86	104.86	923900	40100	Background Checks	Aug-2016
1456	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		50.73	50.73	923900	40610	Background Checks	Aug-2016
1457	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		27.56	27.56	923900	40964	Background Checks	Sep-2016
1458	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		27.56	27.56	923900	41526	Background Checks	Oct-2016
1459	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		821.33	821.33	923900	23-NOV-2015 11:11 SERV	Background Checks	Nov-2015
1460	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		28.77	28.77	923900	29-APR-2015 09:04 SERV	Background Checks	Dec-2015
1461	Other	ESA EMPLOYMENT SCREENING ASSOCIATES		523.45	523.45	923900	30-DEC-2015 11:12 SERV	Background Checks	Dec-2015
1462	Other	EVANS CONSTRUCTION CO INC		1,700.00	1,700.00	923900	AME38145	Lght Maint-Oct 2015 Inv #AME38145-VAN charges	Nov-2015
1463	Other	EVANS CONSTRUCTION CO INC		1,450.00	1,450.00	923100	AME38419	Lght Maint-NOV 2015 Inv #AME38419-VAN charges	Feb-2016
1464	Other	EVANS CONSTRUCTION CO INC		637.50	637.50	923900	AME38629	Service van Charges for Nov & Dec	Dec-2015
1465	Other	EVANS CONSTRUCTION CO INC		107.10	107.10	923900	AME38653	Lght Maint-DEC 2015 Inv #AME38653-Fern Creek	Dec-2015
1466	Other	EVANS CONSTRUCTION CO INC		107.10	107.10	923900	AME38655	Lght Maint-DEC 2015 Inv #AME38655-Jeffersontown	Dec-2015
1467	Other	EVANS CONSTRUCTION CO INC		707.27	707.27	923100	AME38901	Lght Maint-JAN 2016 Inv #AME38901-Barlow Stores	Feb-2016
1468	Other	EVANS CONSTRUCTION CO INC		955.74	955.74	923100	AME38902	Lght Maint-JAN 2016 Inv #AME38902-Dawson Springs Stores	Feb-2016
1469	Other	EVANS CONSTRUCTION CO INC		1,176.03	1,176.03	923100	AME38904	Lght Maint-JAN 2016 Inv #AME38904-Eddyville Stores	Feb-2016
1470	Other	EVANS CONSTRUCTION CO INC		1,862.02	1,862.02	923100	AME38906	Lght Maint-JAN 2016 Inv #AME38906-Earlinton Ops Ctr	Feb-2016
1471	Other	EVANS CONSTRUCTION CO INC		1,697.30	1,697.30	923100	AME38907	Lght Maint-JAN 2016 Inv #AME38907-Earlinton Pky Stores	Feb-2016
1472	Other	EVANS CONSTRUCTION CO INC		615.09	615.09	923100	AME38909	Lght Maint-JAN 2016 Inv #AME38909-Greenville Stores	Feb-2016
1473	Other	EVANS CONSTRUCTION CO INC		97.85	97.85	923100	AME38911	Lght Maint-JAN 2016 Inv #AME38911-Morganfield Storeroom	Feb-2016
1474	Other	EVANS CONSTRUCTION CO INC		251.58	251.58	923100	AME38927	Lght Maint-JAN 2016 Inv #AME38927-Carrollton Stores	Feb-2016
1475	Other	EVANS CONSTRUCTION CO INC		94.50	94.50	923100	AME38928	Lght Maint-JAN 2016 Inv #AME38928-Carrollton Stores	Feb-2016
1476	Other	EVANS CONSTRUCTION CO INC		57.75	57.75	923100	AME38940	Lght Maint-JAN 2016 Inv #AME38940-Big Stone Gap SR	Feb-2016
1477	Other	EVANS CONSTRUCTION CO INC		41.66	41.66	923100	AME38941	Lght Maint-JAN 2016 Inv #AME38941-Carlisle SR	Feb-2016
1478	Other	EVANS CONSTRUCTION CO INC		13.88	13.88	923100	AME38943	Lght Maint-JAN 2016 Inv #AME38943-Danville Stores	Feb-2016
1479	Other	EVANS CONSTRUCTION CO INC		97.21	97.21	923100	AME38945	Lght Maint-JAN 2016 Inv #AME38945-Danville Training Building	Feb-2016
1480	Other	EVANS CONSTRUCTION CO INC		707.54	707.54	923100	AME38947	Lght Maint-JAN 2016 Inv #AME38947-Harlan Stores	Feb-2016
1481	Other	EVANS CONSTRUCTION CO INC		111.09	111.09	923100	AME38948	Lght Maint-JAN 2016 Inv #AME38948-Lexington Meter Dept	Feb-2016
1482	Other	EVANS CONSTRUCTION CO INC		513.20	513.20	923100	AME38949	Lght Maint-JAN 2016 Inv #AME38949-Lexington Ops Ctr	Feb-2016
1483	Other	EVANS CONSTRUCTION CO INC		795.20	795.20	923100	AME38952	Lght Maint-JAN 2016 Inv #AME38952-London Stores	Feb-2016
1484	Other	EVANS CONSTRUCTION CO INC		176.21	176.21	923100	AME38953	Lght Maint-JAN 2016 Inv #AME38953-London Staging Facility	Feb-2016
1485	Other	EVANS CONSTRUCTION CO INC		13.88	13.88	923100	AME38955	Lght Maint-JAN 2016 Inv #AME38955-Midway Service Ctr	Feb-2016
1486	Other	EVANS CONSTRUCTION CO INC		111.09	111.09	923100	AME38959	Lght Maint-JAN 2016 Inv #AME38959-Mt Sterling Stores	Feb-2016
1487	Other	EVANS CONSTRUCTION CO INC		1,743.53	1,743.53	923100	AME38961	Lght Maint-JAN 2016 Inv #AME38961-Norton Stores	Feb-2016
1488	Other	EVANS CONSTRUCTION CO INC		27.78	27.78	923100	AME38963	Lght Maint-JAN 2016 Inv #AME38963-Paris Stores	Feb-2016
1489	Other	EVANS CONSTRUCTION CO INC		57.75	57.75	923100	AME38965	Lght Maint-JAN 2016 Inv #AME38965-Pennington Gap Stores	Feb-2016
1490	Other	EVANS CONSTRUCTION CO INC		3,328.50	3,328.50	923100	AME38966	Lght Maint-JAN 2016 Inv #AME38966-Pineville complex	Feb-2016
1491	Other	EVANS CONSTRUCTION CO INC		60.71	60.71	923100	AME38968	Lght Maint-JAN 2016 Inv #AME38968-Richmond Service Ctr	Feb-2016
1492	Other	EVANS CONSTRUCTION CO INC		171.81	171.81	923100	AME38969	Lght Maint-JAN 2016 Inv #AME38969-Richmond Stores	Feb-2016
1493	Other	EVANS CONSTRUCTION CO INC		155.14	155.14	923100	AME38971	Lght Maint-JAN 2016 Inv #AME38971-Somerset Stores	Feb-2016
1494	Other	EVANS CONSTRUCTION CO INC		117.79	117.79	923100	AME38974	Lght Maint-JAN 2016 Inv #AME38974-Winchester Stores	Feb-2016
1495	Other	EVANS CONSTRUCTION CO INC		1,074.93	1,074.93	923100	AME38976	Snow Removal-JAN 2016 Inv #AME38976-Danville Stores	Feb-2016
1496	Other	EVANS CONSTRUCTION CO INC		1,074.93	1,074.93	923100	AME38977	Snow Removal-JAN 2016 Inv #AME38977-Danville Sub & Meter	Feb-2016
1497	Other	EVANS CONSTRUCTION CO INC		1,074.93	1,074.93	923100	AME38978	Snow Removal-JAN 2016 Inv #AME38978-Danville Training Building	Feb-2016
1498	Other	EVANS CONSTRUCTION CO INC		1,378.89	1,378.89	923100	AME38980	Snow Removal-JAN 2016 Inv #AME38980-Harlan Stores	Feb-2016
1499	Other	EVANS CONSTRUCTION CO INC		1,155.00	1,155.00	923100	AME38982	Snow Removal-JAN 2016 Inv #AME38982-London Stores	Feb-2016
1500	Other	EVANS CONSTRUCTION CO INC		1,312.50	1,312.50	923100	AME38984	Snow Removal-JAN 2016 Inv #AME38984-Maysville Stores	Feb-2016
1501	Other	EVANS CONSTRUCTION CO INC		745.50	745.50	923100	AME38989	Snow Removal-JAN 2016 Inv #AME38989-Norton Stores	Feb-2016
1502	Other	EVANS CONSTRUCTION CO INC		7,490.23	7,490.23	923100	AME38992	Snow Removal-JAN 2016 Inv #AME38992-Pineville complex	Feb-2016
1503	Other	EVANS CONSTRUCTION CO INC		367.50	367.50	923100	AME38995	Snow Removal-JAN 2016 Inv #AME38995-Winchester Stores	Feb-2016
1504	Other	EVANS CONSTRUCTION CO INC		472.50	472.50	923100	AME38996	Snow Removal-JAN 2016 Inv #AME38996-Eddyville Stores	Feb-2016
1505	Other	EVANS CONSTRUCTION CO INC		1,050.00	1,050.00	923100	AME39206	Snow Removal-FEB 2016 Inv #AME39206-Earlinton Ops CtrSnow Removal	Mar-2016
1506	Other	EVANS CONSTRUCTION CO INC		1,050.00	1,050.00	923100	AME39207	Snow Removal-FEB 2016 Inv #AME39207-Earlinton Pky	Mar-2016
1507	Other	EVANS CONSTRUCTION CO INC		708.75	708.75	923100	AME39211	Snow Removal-Feb 8-15 2016 Inv #AME39211-Campbellville Stores	Mar-2016
1508	Other	EVANS CONSTRUCTION CO INC		2,987.25	2,987.25	923100	AME39212	Snow Removal-Jan 10-24 2016 Inv #AME39212-Etown Stores	Mar-2016
1509	Other	EVANS CONSTRUCTION CO INC		1,292.26	1,292.26	923100	AME39217	Snow Removal-FEB 2016 Inv #AME39217-Big Stone Gap	Mar-2016
1510	Other	EVANS CONSTRUCTION CO INC		1,417.50	1,417.50	923100	AME39219	Snow Removal-FEB 2016 Inv #AME39219-Danville Stores	Mar-2016
1511	Other	EVANS CONSTRUCTION CO INC		1,417.50	1,417.50	923100	AME39221	Snow Removal-FEB 2016 Inv #AME39221-Danville Training Bldg	Mar-2016

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
1512	Other	EVANS CONSTRUCTION CO INC	738.41	738.41	923100	AME39223	Snow Removal-FEB 2016 Inv #AME39223-Harlan Stores	Mar-2016
1513	Other	EVANS CONSTRUCTION CO INC	2,352.00	2,352.00	923100	AME39224	Snow Removal-FEB 2016 Inv #AME39224-Lexington Meter Dept	Mar-2016
1514	Other	EVANS CONSTRUCTION CO INC	13,791.75	13,791.75	923100	AME39225	Snow Removal-FEB 2016 Inv #AME39225-Lexington Ops Ctr	Mar-2016
1515	Other	EVANS CONSTRUCTION CO INC	472.50	472.50	923100	AME39228	Snow Removal-FEB 2016 Inv #AME39228-London Stores	Mar-2016
1516	Other	EVANS CONSTRUCTION CO INC	1,050.00	1,050.00	923100	AME39230	Snow Removal-FEB 2016 Inv #AME39230-Maysville Stores	Mar-2016
1517	Other	EVANS CONSTRUCTION CO INC	4,534.95	4,534.95	923100	AME39232	Snow Removal-FEB 2016 Inv #AME39232-Midway Service Ctr	Mar-2016
1518	Other	EVANS CONSTRUCTION CO INC	567.00	567.00	923100	AME39236	Snow Removal-FEB 2016 Inv #AME39236-Norton Stores	Mar-2016
1519	Other	EVANS CONSTRUCTION CO INC	1,292.26	1,292.26	923100	AME39239	Snow Removal-FEB 2016 Inv #AME39239-Pennington Gap Stores	Mar-2016
1520	Other	EVANS CONSTRUCTION CO INC	2,777.83	2,777.83	923100	AME39240	Snow Removal-FEB 2016 Inv #AME39240-Pineville Complex	Mar-2016
1521	Other	EVANS CONSTRUCTION CO INC	46.78	46.78	923100	AME39251	Lght Maint-FEB 2016 Inv #AME39251-Barlow Stores	Mar-2016
1522	Other	EVANS CONSTRUCTION CO INC	38.49	38.49	923100	AME39252	Lght Maint-FEB 2016 Inv #AME39252-Dawson Springs Stores	Mar-2016
1523	Other	EVANS CONSTRUCTION CO INC	2,024.05	2,024.05	923100	AME39254	Lght Maint-FEB 2016 Inv #AME39254-Eddyville Stores	Mar-2016
1524	Other	EVANS CONSTRUCTION CO INC	1,930.54	1,930.54	923100	AME39256	Lght Maint-FEB 2016 Inv #AME39256-Earlinton Ops Ctr	Mar-2016
1525	Other	EVANS CONSTRUCTION CO INC	1,460.76	1,460.76	923100	AME39257	Lght Maint-FEB 2016 Inv #AME39257-Earlinton Parkway Stores &	Mar-2016
1526	Other	EVANS CONSTRUCTION CO INC	406.70	406.70	923100	AME39260	Lght Maint-FEB 2016 Inv #AME39260-Greenville Stores	Mar-2016
1527	Other	EVANS CONSTRUCTION CO INC	417.85	417.85	923100	AME39262	Lght Maint-FEB 2016 Inv #AME39262-Morganfield Storeroom	Mar-2016
1528	Other	EVANS CONSTRUCTION CO INC	959.16	959.16	923100	AME39266	Lght Maint-FEB 2016 Inv #AME39266-Campbellsville Stores	Mar-2016
1529	Other	EVANS CONSTRUCTION CO INC	881.86	881.86	923100	AME39268	Lght Maint-FEB 2016 Inv #AME39268-Etown Stores	Mar-2016
1530	Other	EVANS CONSTRUCTION CO INC	21.67	21.67	923100	AME39270	Lght Maint-FEB 2016 Inv #AME39270-Carrollton Stores	Mar-2016
1531	Other	EVANS CONSTRUCTION CO INC	766.75	766.75	923100	AME39271	Lght Maint-FEB 2016 Inv #AME39271-Carrollton Stores	Mar-2016
1532	Other	EVANS CONSTRUCTION CO INC	725.92	725.92	923100	AME39274	Lght Maint-FEB 2016 Inv #AME39274-Shelbyville Stores	Mar-2016
1533	Other	EVANS CONSTRUCTION CO INC	691.95	691.95	923100	AME39280	Lght Maint-FEB 2016 Inv #AME39280-Big Stone Gap SR	Mar-2016
1534	Other	EVANS CONSTRUCTION CO INC	1,176.94	1,176.94	923100	AME39281	Lght Maint-FEB 2016 Inv #AME39281-Carlisle SR and	Mar-2016
1535	Other	EVANS CONSTRUCTION CO INC	155.35	155.35	923100	AME39283	Lght Maint-FEB 2016 Inv #AME39283-Danville Stores	Mar-2016
1536	Other	EVANS CONSTRUCTION CO INC	42.38	42.38	923100	AME39287	Lght Maint-FEB 2016 Inv #AME39287-Lexington Meter Dept	Mar-2016
1537	Other	EVANS CONSTRUCTION CO INC	1,130.65	1,130.65	923100	AME39288	Lght Maint-FEB 2016 Inv #AME39288-Lexington Ops Ctr and	Mar-2016
1538	Other	EVANS CONSTRUCTION CO INC	155.35	155.35	923100	AME39291	Lght Maint-FEB 2016 Inv #AME39291-London Stores	Mar-2016
1539	Other	EVANS CONSTRUCTION CO INC	58.56	58.56	923100	AME39293	Lght Maint-FEB 2016 Inv #AME39293-Maysville Stores	Mar-2016
1540	Other	EVANS CONSTRUCTION CO INC	993.83	993.83	923100	AME39299	Lght Maint-FEB 2016 Inv #AME39299-Pineville complex	Mar-2016
1541	Other	EVANS CONSTRUCTION CO INC	1,245.61	1,245.61	923100	AME39302	Lght Maint-FEB 2016 Inv #AME39302-Somerset Stores and	Mar-2016
1542	Other	EVANS CONSTRUCTION CO INC	183.60	183.60	923100	AME39305	Lght Maint-FEB 2016 Inv #AME39305-Winchester Stores	Mar-2016
1543	Other	EVANS CONSTRUCTION CO INC	3,752.93	3,752.93	923100	AME39309	Lght Maint-FEB 2016 Inv #AME39309-Norton Stores	Mar-2016
1544	Other	EVANS CONSTRUCTION CO INC	1,097.25	1,097.25	923100	AME39362	Snow Removal-FEB 01-28 2016 Inv #AME39362-Etown Stores	Mar-2016
1545	Other	EVANS CONSTRUCTION CO INC	90.23	90.23	923100	AME39365	Light Maintenance-various locations-discounts erroneously taken.	Mar-2016
1546	Other	EVAPAR	279.74	279.74	923900	299108	Telecom cell tower services -Paducah. Annual PM.	Feb-2016
1547	Other	EVAPAR	386.84	386.84	923900	299118	Telecom cell tower services -Earlington RF. Annual PM.	Feb-2016
1548	Other	EVAPAR	677.65	677.65	923900	299518	Telecom cell tower services -KY Dam. Repair.	Feb-2016
1549	Other	EVAPAR	323.06	323.06	923900	300755	Telecom cell tower services -Earlington. Generator Repair.	Feb-2016
1550	Other	EVAPAR	188.05	188.05	923900	307135	Telecom cell tower services -Ballardsville. Generator PM.	Feb-2016
1551	Other	EVAPAR	354.85	354.85	923900	307137	Telecom cell tower services -Dix Dam. Generator PM.	Feb-2016
1552	Other	EVAPAR	448.41	448.41	923900	307145	Telecom cell tower services -Badger. Generator PM.	Feb-2016
1553	Other	EVAPAR	1,571.24	1,571.24	923900	308416	Telecom cell tower services -Paducah. Repair. Ignition Module Kit Replacement.	May-2016
1554	Other	EVAPAR	392.93	392.93	923900	308424	Telecom cell tower services -Fredonia. Annual PM.	May-2016
1555	Other	EVAPAR	77.68	77.68	923900	308425	Telecom cell tower services -Paducah. Annual PM.	May-2016
1556	Other	EVAPAR	155.58	155.58	923900	308426	Telecom cell tower services -Smithland. Annual PM.	May-2016
1557	Other	EVAPAR	504.65	504.65	923900	308882	Telecom cell tower services -Bromley. Generator repair.	May-2016
1558	Other	EVAPAR	401.23	401.23	923900	310874	Telecom cell tower services -Skinnersburg. Generator repair. found rough spot at oil filter. used sandpaper to smooth out mou	Apr-2016
1559	Other	EVAPAR	312.79	312.79	923900	321016	Telecom cell tower services -Green River. Generator PM.	Oct-2016
1560	Other	EVAPAR	427.74	427.74	923900	321017	Telecom cell tower services -KY DAM. Generator PM.	Oct-2016
1561	Other	EVAPAR	248.99	248.99	923900	321018	Telecom cell tower services -Earlington. Generator PM.	Oct-2016
1562	Other	EVAPAR	211.00	211.00	923900	321614	Telecom cell tower services -Jtown. Generator block heater repair.	Oct-2016
1563	Other	EVAPAR	(843.03)	(843.03)	923900	Reverses "J024-0020-1215 Accrual USD"06-JAN-2016 15:51:16	Telecom cell tower services -Generator Repair accrual	Jan-2016
1564	Other	EVAPAR	(577.25)	(577.25)	923900	Reverses "J752-0020-1215 Accrual USD"11-JAN-2016 14:04:30	Telecom cell tower services -Generator Repair	Jan-2016
1565	Other	EVAPAR	381.59	381.59	923900	S0506142143144145146147	Telecom cell tower services -Badger. Generator PM. Accrual	Jun-2016
1566	Other	EVAPAR	376.87	376.87	923900	S0506142143144145146147	Telecom cell tower services -Bonnieville RF. Generator PM.	Jun-2016
1567	Other	EVAPAR	302.39	302.39	923900	S0506142143144145146147	Telecom cell tower services -Booger Mountain. Generator PM.	Jun-2016
1568	Other	EVAPAR	355.62	355.62	923900	S0506142143144145146147	Telecom cell tower services -Caneyville. Generator PM.	Jun-2016
1569	Other	EVAPAR	331.74	331.74	923900	S0506142143144145146147	Telecom cell tower services -Etown. Generator PM.	Jun-2016
1570	Other	EVAPAR	358.24	358.24	923900	S0506142143144145146147	Telecom cell tower services -Meredith. Generator PM.	Jun-2016
1571	Other	EVAPAR	482.44	482.44	923900	S0506148149	Telecom cell tower services -KU Park. Generator PM.	Jun-2016
1572	Other	EVAPAR	475.56	475.56	923900	S0506148149	Telecom cell tower services -Mid RF. Generator repair and PM.	Jun-2016
1573	Other	EVAPAR	191.81	191.81	923900	S0508732733734735737738739	Telecom cell tower services -Cane Run. Generator PM.	Jul-2016
1574	Other	EVAPAR	216.41	216.41	923900	S0508732733734735737738739	Telecom cell tower services -Fern Creek. Generator PM.	Jul-2016
1575	Other	EVAPAR	215.91	215.91	923900	S0508732733734735737738739	Telecom cell tower services -Jtown. Generator PM.	Jul-2016
1576	Other	EVAPAR	212.56	212.56	923900	S0508732733734735737738739	Telecom cell tower services -Middletown. Generator PM.	Jul-2016
1577	Other	EVAPAR	179.00	179.00	923900	S0508732733734735737738739	Telecom cell tower services -Mill Creek. Generator PM.	Jul-2016
1578	Other	EVAPAR	178.23	178.23	923900	S0508732733734735737738739	Telecom cell tower services -Muldraugh. Generator PM.	Jul-2016
1579	Other	EVAPAR	164.42	164.42	923900	S0508732733734735737738739	Telecom cell tower services -SSC. Generator PM.	Jul-2016
1580	Other	EVAPAR	380.12	380.12	923900	S0509997998	Telecom cell tower services -Booger Mountain. Generator PM. And overcrank research.	Sep-2016
1581	Other	EVAPAR	374.70	374.70	923900	S0509997998	Telecom cell tower services -Middlesboro RF. Generator PM.	Sep-2016
1582	Other	EVAPAR	273.46	273.46	923900	S0510606	Telecom cell tower services -Trimble County LMR. Generator Repair.	Sep-2016
1583	Other	EVAPAR	875.23	875.23	923900	SO495882	Telecom cell tower services -Ballardsville. Generator Repair. Controller board.	Jan-2016
1584	Other	EVAPAR	181.53	181.53	923900	SO495883885886	Telecom cell tower services -Beech Grove. Generator PM.	Jan-2016
1585	Other	EVAPAR	172.91	172.91	923900	SO495883885886	Telecom cell tower services -Danville BP. Generator PM.	Jan-2016
1586	Other	EVAPAR	183.48	183.48	923900	SO495883885886	Telecom cell tower services -Dix Dam. Generator PM.	Jan-2016
1587	Other	EVAPAR	258.09	258.09	923900	SO495884887888	Telecom cell tower services -Bromley. Generator PM.	Dec-2015
1588	Other	EVAPAR	198.33	198.33	923900	SO495884887888	Telecom cell tower services -Mt. Vernon. Generator PM.	Dec-2015
1589	Other	EVAPAR	162.47	162.47	923900	SO495884887888	Telecom cell tower services -Trimble County LMR. Generator PM.	Dec-2015
1590	Other	Evolution Document Management	6,609.60	6,609.60	923900	J706-0020-0616 Accrual USD	Document Management Invoice Accrual	Jun-2016
1591	Other	Evolution Document Management	10,745.70	10,745.70	923900	J706-0020-1215 Accrual USD	Document Management Invoice Accrual	Dec-2015
1592	Other	Evolution Document Management	(6,487.20)	(6,487.20)	923900	Reverses "J706-0020-0616 Accrual USD"01-JUL-2016 15:56:30	Document Management Invoice Accrual	Jul-2016
1593	Other	Evolution Document Management	(12,098.10)	(12,098.10)	923900	Reverses "J706-0020-1015 Adjustment USD"03-NOV-2015 10:16:11	Document Management Invoice Accrual	Nov-2015

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
1594	Other	Evolution Document Management	(10,087.80)	(10,087.80)	923900	Reverses "J706-0020-1215 Accrual USD"05-JAN-2016 10:36:07	Document Management Invoice Accrual	Jan-2016
1595	Other	FALLS CITY FENCE COMPANY	229.50	229.50	923900	16056B	Gate service at Riverport	Mar-2016
1596	Other	FALLS CITY FENCE COMPANY	375.00	375.00	923100	16078H	ETown Serv Ctr. Furnish, program and deliver (3) gate operator remote	Mar-2016
1597	Other	FINANCE AND ADMINISTRATION CABINET	9,150.00	9,150.00	923100	J756-0100-0916 Adjustment USD	Parking fee at L&N Building for July to September 2016 (Journal entry correction moved from account 902001)	Sep-2016
1598	Other	FINANCE AND ADMINISTRATION CABINET	15,250.00	15,250.00	923100	J757-0100-0616 Adjustment USD	Monthly fee for 61 parking spots at L&N Building effective January 2, 2016 through December 31, 2016	Jun-2016
1599	Other	FINANCIAL CONCEPTS & APPLICATIONS INC	705.00	705.00	923900	FINANC063016	Research and Analysis of ROE per request of counsel in connection environmental cost recovery surch	Jul-2016
1600	Other	FIREKING SECURITY PRODUCT	129.36	129.36	923900	02-DEC-2015 09:12 SERV	Services for Safe at Business Office in Shelbyville in November 2015	Dec-2015
1601	Other	FIREKING SECURITY PRODUCT	290.08	290.08	923900	23-NOV-2015 11:11 SERV	Services for Safe at Business Office in Georgetown in November 2015	Nov-2015
1602	Other	FIREKING SECURITY PRODUCT	514.95	514.95	923900	27-JAN-2016 12:01 SERV	Services for Safes at Business Offices in Greenville, Shelbyville & London in December 2015	Jan-2016
1603	Other	FIREKING SECURITY PRODUCT	209.59	209.59	923900	30-DEC-2015 11:12 SERV	Services for Safe at Business Office in Winchester in December 2015	Dec-2015
1604	Other	FISHEL CO	470.93	470.93	923900	111503992	Labor to reposition supervisory cable box to a new pole at the Outer Loop and National Turnpike per	Mar-2016
1605	Other	FISHEL CO	565.12	565.12	923900	111600550	Labor to repair damaged fiber at Riverport	Mar-2016
1606	Other	FISHEL CO	502.33	502.33	923900	111600551	Labor to repair damaged fiber at Riverport	Mar-2016
1607	Other	FISHEL CO	550.96	550.96	923900	111600610	Splice Tech Labor to repair damaged fiber at Riverport	Mar-2016
1608	Other	FISHEL CO	753.49	753.49	923900	111601262	Labor to repair damaged fiber on Hwy 393	Apr-2016
1609	Other	FISHEL CO	800.59	800.59	923900	111601263	Labor to repair damaged fiber at Trimble County plant	Apr-2016
1610	Other	FISHEL CO	64.40	64.40	923900	111602479	Fiber splicer labor to repair damaged fiber on Mitchell Hill Road	Aug-2016
1611	Other	FISHEL CO	291.29	291.29	923900	111602479	Fiber splicer OT labor to repair damaged fiber on Mitchell Hill Road	Aug-2016
1612	Other	FISHEL CO	831.98	831.98	923900	111602479	Foreman labor to repair damaged fiber on Mitchell Hill Road	Aug-2016
1613	Other	FISHEL CO	259.69	259.69	923900	121600153	Overtime labor to perform emergency fiber splicing	May-2016
1614	Other	FISHEL CO	524.88	524.88	923900	121600153	Straight time labor to perform emergency fiber splicing	May-2016
1615	Other	FOOD AND HEALTH COM INC	39.69	39.69	923900	27-JAN-2016 12:01 SERV	Sodium Display to be used by Registered Dietitian for educational purposes	Jan-2016
1616	Other	FOOD AND HEALTH COM INC	2.38	2.38	923900	J720-0020-0216 Adjustment USD	FOOD AND HEALTH COM INC #624552 Correct Procard Sales Tax January 2016	Feb-2016
1617	Other	Forecast & Budgeting-Corporate	9,382.73	9,382.73	923900	J008-0020-1016 Accrual USD	IT Prepaid Accrual	Oct-2016
1618	Other	Forecast & Budgeting-Corporate	9,577.97	9,577.97	923900	J008-0020-1215 Accrual USD	IT PREPAID ACCRUED ESTIMATE	Dec-2015
1619	Other	Forecast & Budgeting-Corporate	166.11	166.11	923900	J008-0020-1215 Accrual USD	IT PREPAID REACCRUAL	Dec-2015
1620	Other	Forecast & Budgeting-Corporate	781.15	781.15	923900	J033-0020-0116 Adjustment USD	Reclass Medical Service Costs from Clearing Account	Jan-2016
1621	Other	Forecast & Budgeting-Corporate	194.59	194.59	923900	J033-0020-0216 Adjustment USD	Reclass Medical Service Costs from Clearing Account	Feb-2016
1622	Other	Forecast & Budgeting-Corporate	330.73	330.73	923900	J033-0020-0316 Adjustment USD	Reclass Medical Service Costs from Clearing Account	Mar-2016
1623	Other	Forecast & Budgeting-Corporate	122.88	122.88	923900	J033-0020-0416 Adjustment USD	Reclass Medical Service Costs from Clearing Account	Apr-2016
1624	Other	Forecast & Budgeting-Corporate	2,075.96	2,075.96	923900	J033-0020-0516 Adjustment USD	Reclass Medical Service Costs from Clearing Account	May-2016
1625	Other	Forecast & Budgeting-Corporate	1,453.32	1,453.32	923900	J033-0020-0616 Adjustment USD	Reclass Medical Service Costs from Clearing Account	Jun-2016
1626	Other	Forecast & Budgeting-Corporate	(558.05)	(558.05)	923900	J033-0020-0716 Adjustment USD	Reclass Medical Service Costs from Clearing Account	Jul-2016
1627	Other	Forecast & Budgeting-Corporate	309.58	309.58	923900	J033-0020-0816 Adjustment USD	Reclass Medical Service Costs from Clearing Account	Aug-2016
1628	Other	Forecast & Budgeting-Corporate	411.55	411.55	923900	J033-0020-0916 Adjustment USD	Reclass Medical Service Costs from Clearing Account	Sep-2016
1629	Other	Forecast & Budgeting-Corporate	299.28	299.28	923900	J033-0020-1115 Adjustment USD	Reclass Medical Service Costs from Clearing Account	Nov-2015
1630	Other	Forecast & Budgeting-Corporate	461.03	461.03	923900	J033-0020-1215 Adjustment USD	Reclass Medical Service Costs from Clearing Account	Dec-2015
1631	Other	Forecast & Budgeting-Corporate	714,784.12	714,784.12	923900	J034-0020-0116 Adjustment USD	Redistribute IT PREPAIDS	Jan-2016
1632	Other	Forecast & Budgeting-Corporate	23,271.27	23,271.27	923900	J034-0020-0116 Adjustment USD	Redistribute IT PREPAIDS	Jan-2016
1633	Other	Forecast & Budgeting-Corporate	2,138.30	2,138.30	923900	J034-0020-0116 Adjustment USD	Redistribute IT PREPAIDS	Jan-2016
1634	Other	Forecast & Budgeting-Corporate	720,621.02	720,621.02	923900	J034-0020-0216 Adjustment USD	Redistribute IT PREPAIDS	Feb-2016
1635	Other	Forecast & Budgeting-Corporate	7,023.78	7,023.78	923900	J034-0020-0216 Adjustment USD	Redistribute IT PREPAIDS	Feb-2016
1636	Other	Forecast & Budgeting-Corporate	5,035.75	5,035.75	923900	J034-0020-0216 Adjustment USD	Redistribute IT PREPAIDS	Feb-2016
1637	Other	Forecast & Budgeting-Corporate	744,652.20	744,652.20	923900	J034-0020-0316 Adjustment USD	Redistribute IT PREPAIDS	Mar-2016
1638	Other	Forecast & Budgeting-Corporate	6,429.11	6,429.11	923900	J034-0020-0316 Adjustment USD	Redistribute IT PREPAIDS	Mar-2016
1639	Other	Forecast & Budgeting-Corporate	47,867.74	47,867.74	923900	J034-0020-0316 Adjustment USD	Redistribute IT PREPAIDS	Mar-2016
1640	Other	Forecast & Budgeting-Corporate	742,678.80	742,678.80	923900	J034-0020-0416 Adjustment USD	Redistribute IT PREPAIDS	Apr-2016
1641	Other	Forecast & Budgeting-Corporate	57,653.70	57,653.70	923900	J034-0020-0416 Adjustment USD	Redistribute IT PREPAIDS	Apr-2016
1642	Other	Forecast & Budgeting-Corporate	9,784.72	9,784.72	923900	J034-0020-0416 Adjustment USD	Redistribute IT PREPAIDS	Apr-2016
1643	Other	Forecast & Budgeting-Corporate	642,199.05	642,199.05	923900	J034-0020-0516 Adjustment USD	Redistribute IT PREPAIDS	May-2016
1644	Other	Forecast & Budgeting-Corporate	5,287.81	5,287.81	923900	J034-0020-0516 Adjustment USD	Redistribute IT PREPAIDS	May-2016
1645	Other	Forecast & Budgeting-Corporate	147.46	147.46	923900	J034-0020-0516 Adjustment USD	Redistribute IT PREPAIDS	May-2016
1646	Other	Forecast & Budgeting-Corporate	603,970.02	603,970.02	923900	J034-0020-0616 Adjustment USD	Redistribute IT PREPAIDS	Jun-2016
1647	Other	Forecast & Budgeting-Corporate	554,556.32	554,556.32	923900	J034-0020-0716 Adjustment USD	Redistribute IT PREPAIDS	Jul-2016
1648	Other	Forecast & Budgeting-Corporate	623,105.37	623,105.37	923900	J034-0020-0816 Adjustment USD	Redistribute IT PREPAIDS	Aug-2016
1649	Other	Forecast & Budgeting-Corporate	549,073.32	549,073.32	923900	J034-0020-0916 Adjustment USD	Redistribute IT PREPAIDS	Sep-2016
1650	Other	Forecast & Budgeting-Corporate	551,570.42	551,570.42	923900	J034-0020-1016 Adjustment USD	Redistribute IT PREPAIDS	Oct-2016
1651	Other	Forecast & Budgeting-Corporate	679,718.57	679,718.57	923900	J034-0020-1115 Adjustment USD	Redistribute IT PREPAIDS	Nov-2015
1652	Other	Forecast & Budgeting-Corporate	2,782.88	2,782.88	923900	J034-0020-1115 Adjustment USD	Redistribute IT PREPAIDS	Nov-2015
1653	Other	Forecast & Budgeting-Corporate	69,655.61	69,655.61	923900	J034-0020-1115 Adjustment USD	Redistribute IT PREPAIDS	Nov-2015
1654	Other	Forecast & Budgeting-Corporate	679,964.26	679,964.26	923900	J034-0020-1215 Adjustment USD	Redistribute IT PREPAIDS	Dec-2015
1655	Other	Forecast & Budgeting-Corporate	26,970.14	26,970.14	923900	J034-0020-1215 Adjustment USD	Redistribute IT PREPAIDS	Dec-2015
1656	Other	Forecast & Budgeting-Corporate	51,348.79	51,348.79	923900	J034-0020-1215 Adjustment USD	Redistribute IT PREPAIDS	Dec-2015
1657	Other	Forecast & Budgeting-Corporate	(90.03)	(90.03)	923900	J070-0020-0816 Adjustment USD	Redistribute Charges for Xenmobile	Aug-2016
1658	Other	Forecast & Budgeting-Corporate	(2.08)	(2.08)	923900	J070-0020-1016 Adjustment USD	Redistribute Charges for Xenmobile	Oct-2016
1659	Other	Forecast & Budgeting-Corporate	(18.71)	(18.71)	923900	J070-0020-1016 Adjustment USD	Redistribute Charges for Xenmobile	Oct-2016
1660	Other	Forecast & Budgeting-Corporate	16,301.32	16,301.32	923900	J280-0020-0316 Adjustment USD	Redistribute 12-2015 accrual reversals booked in January	Mar-2016
1661	Other	Forecast & Budgeting-Corporate	(11.82)	(11.82)	923900	J280-0020-0716 Adjustment USD	Redistribute Charges for Xenmobile	Jul-2016
1662	Other	Forecast & Budgeting-Corporate	2,767.59	2,767.59	923900	J282-0020-0916 Prior Period Adjustment USD	Reclass from Capital to O&M for Legal Hold project	Sep-2016
1663	Other	Forecast & Budgeting-Corporate	(32.10)	(32.10)	923900	J283-0020-0616 Adjustment USD	Redistribute Charges for Xenmobile	Jun-2016
1664	Other	Forecast & Budgeting-Corporate	2,058.00	2,058.00	923900	J283-0020-1016 Accrual USD	CPR Class Invoice Accrual	Oct-2016
1665	Other	Forecast & Budgeting-Corporate	12,600.00	12,600.00	923900	J283-0020-1016 Accrual USD	Perceptyx invoice accrual	Oct-2016
1666	Other	Forecast & Budgeting-Corporate	258.38	258.38	923900	J284-0020-0516 Prior Period Adjustment USD	Redistribute IT PREPAIDS	May-2016
1667	Other	Forecast & Budgeting-Corporate	(5,300.00)	(5,300.00)	923900	J284-0020-1016 Adjustment USD	Redistribute IT PREPAIDS	Oct-2016
1668	Other	Forecast & Budgeting-Corporate	6,353.80	6,353.80	923900	J284-0020-1215 Prior Period Adjustment USD	Redistribute IT Project Allocation	Dec-2015
1669	Other	Forecast & Budgeting-Corporate	8,705.00	8,705.00	923100	J285-0020-0316 Prior Period Adjustment USD	Redistribute IT Project Allocation	Mar-2016
1670	Other	Forecast & Budgeting-Corporate	17,437.31	17,437.31	923900	J285-0020-0316 Prior Period Adjustment USD	Redistribute IT Project Allocation	Mar-2016
1671	Other	Forecast & Budgeting-Corporate	(11,889.49)	(11,889.49)	923900	Reverses "J008-0020-1015 Adjustment USD"04-NOV-2015 12:04:18	Reverse IT accrual for 10-2015	Nov-2015
1672	Other	Forecast & Budgeting-Corporate	(3,290.45)	(3,290.45)	923900	Reverses "J008-0020-1015 Adjustment USD"04-NOV-2015 12:04:18	Reverse IT accrual for 10-2015	Nov-2015

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Audit	(E) Other	(F) Total	(G) Account	(H) Invoice	(I) Description	(J) Period
1673	Other	Forecast & Budgeting-Corporate		(8,998.15)	(8,998.15)	923900	Reverses "J008-0020-1215 Accrual USD"06-JAN-2016 11:08:14	Reverse IT accrual for 12-2015	Jan-2016
1674	Other	Forecast & Budgeting-Corporate		(155.94)	(155.94)	923900	Reverses "J008-0020-1215 Accrual USD"06-JAN-2016 11:08:14	Reverse IT accrual for 12-2015	Jan-2016
1675	Other	Forecast & Budgeting-Corporate		(10,760.08)	(10,760.08)	923900	Reverses "J706-0020-1015 Adjustment USD"03-NOV-2015 10:16:11	Reverse IT accrual for 10-2015	Nov-2015
1676	Other	FREEDOM SCIENTIFIC		2,640.00	2,640.00	923900	STDINV372211	Assessment of JAWS for use with SAP CRM	Jul-2016
1677	Other	G AND G UTILITY CONSTRUCTION INC		237.90	237.90	923900	20150024	Labor and equipment to install fiber optic cable at Adams Substation	Nov-2015
1678	Other	GARDA GLOBAL		3,826.49	3,826.49	923900	23-NOV-2015 11:11 SERV	Armored car pick-up at business office for November 2015	Nov-2015
1679	Other	GARDA GLOBAL		3,859.40	3,859.40	923900	30-DEC-2015 11:12 SERV	Armored car pick-up at business office for November 2015	Dec-2015
1680	Other	GARTNER INC		7,399.00	7,399.00	923900	J110-0100-0116 Adjustment USD	Amortization of IT prepaid	Jan-2016
1681	Other	GARTNER INC		7,399.00	7,399.00	923900	J110-0100-1115 Adjustment USD	Amortization of IT prepaid	Nov-2015
1682	Other	GARTNER INC		7,399.00	7,399.00	923900	J110-0100-1215 Adjustment USD	Amortization of IT prepaid	Dec-2015
1683	Other	GAS TECHNOLOGY INSTITUTE		1,133.90	1,133.90	923100	130163	PROFESSIONAL SERVICES	Nov-2015
1684	Other	GAS TECHNOLOGY INSTITUTE		6,114.45	6,114.45	923100	131589	PROFESSIONAL SERVICES	Dec-2015
1685	Other	GAS TECHNOLOGY INSTITUTE		15,766.79	15,766.79	923100	133029	PROFESSIONAL SERVICES	Mar-2016
1686	Other	GAS TECHNOLOGY INSTITUTE		2,853.41	2,853.41	923100	133156	PROFESSIONAL SERVICES	Feb-2016
1687	Other	GAS TECHNOLOGY INSTITUTE		7,744.97	7,744.97	923100	133913	PROFESSIONAL SERVICES	Apr-2016
1688	Other	GAS TECHNOLOGY INSTITUTE		6,483.24	6,483.24	923100	135278	PROFESSIONAL SERVICES	May-2016
1689	Other	GAS TECHNOLOGY INSTITUTE		1,800.90	1,800.90	923100	136066	PROFESSIONAL SERVICES	Jun-2016
1690	Other	GAS TECHNOLOGY INSTITUTE		847.88	847.88	923100	137599	PROFESSIONAL SERVICES	Sep-2016
1691	Other	GNC CONSULTING INC		449.65	449.65	923900	15175	Consulting Services11/29/1512/12/15	Jan-2016
1692	Other	GNC CONSULTING INC		529.00	529.00	923900	15226	Consulting Services12/13/1512/26/15	Jan-2016
1693	Other	GNC CONSULTING INC		740.60	740.60	923900	15262	Consulting Services12/28/1518/16	Jan-2016
1694	Other	GNC CONSULTING INC		931.50	931.50	923900	15283	Consulting Services1/10/161/23/16	Mar-2016
1695	Other	GNC CONSULTING INC		496.80	496.80	923900	15334	Consulting Services1/24/162/6/16	Mar-2016
1696	Other	GNC CONSULTING INC		1,490.40	1,490.40	923900	15363	Consulting Services2/7/162/20/16	Mar-2016
1697	Other	GNC CONSULTING INC		3,632.85	3,632.85	923900	15401	Consulting Services2/21/163/5/16	Mar-2016
1698	Other	GNC CONSULTING INC		1,304.10	1,304.10	923900	15430	Consulting Services3/6/163/19/16	Apr-2016
1699	Other	GNC CONSULTING INC		3,322.35	3,322.35	923900	15471	Consulting Services3/20/164/2/16	Apr-2016
1700	Other	GNC CONSULTING INC		1,605.98	1,605.98	923900	J706-0020-1215 Accrual USD	Consulting Services Accrual	Dec-2015
1701	Other	GNC CONSULTING INC		(1,507.65)	(1,507.65)	923900	Reverses "J706-0020-1215 Accrual USD"05-JAN-2016 10:36:07	Consulting Services Accrual	Jan-2016
1702	Other	GOLDENBERG SCHNEIDER LPA		6,074.61	6,074.61	923900	15124	MILL CREEK ENVIRONMENTAL AUDIT	Jul-2016
1703	Other	GRIDBRIGHT INC		1,437.84	1,437.84	923900	102	Expenses	Jan-2016
1704	Other	GRIDBRIGHT INC		6,440.00	6,440.00	923900	102	Time & Materials 200 hours @ \$250/hour	Jan-2016
1705	Other	GRIDBRIGHT INC		3,644.74	3,644.74	923900	116	Expenses	Mar-2016
1706	Other	GRIDBRIGHT INC		12,825.00	12,825.00	923900	116	Time & Materials 200 hours @ \$250/hour	Mar-2016
1707	Other	GRIDBRIGHT INC		1,707.43	1,707.43	923900	139	Expenses	May-2016
1708	Other	GRIDBRIGHT INC		6,547.50	6,547.50	923900	139	Time & Materials 200 hours @ \$250/hour	May-2016
1709	Other	GRIDBRIGHT INC		8,391.61	8,391.61	923900	J752-0020-1215 Accrual USD	Time, Material or Expenses Accrual	Dec-2015
1710	Other	GRIDBRIGHT INC		(7,877.84)	(7,877.84)	923900	Reverses "J752-0020-1215 Accrual USD"11-JAN-2016 14:04:30	Time, Material or Expenses Accrual	Jan-2016
1711	Other	GSI HOMEMAID SOLUTIONS LLC		84.18	84.18	923900	3401146	Cleaning DC apartment July and August 2016	Oct-2016 (1)
1712	Other	GSI HOMEMAID SOLUTIONS LLC		84.18	84.18	923900	3401403	Cleaning DC apartment July and August 2016	Oct-2016 (1)
1713	Other	HEALTHFIRST CENTER		42.40	42.40	923900	27-OCT-2016 07:10 SERV	Physical examination	Oct-2016
1714	Other	HEARTLAND SERVICES		650.34	650.34	923900	27-JAN-2016 12:01 SERV	IT Services	Jan-2016
1715	Other	HEARTLAND SERVICES		741.38	741.38	923900	27-JAN-2016 12:01 SERV	IT Services	Mar-2016
1716	Other	HEARTLAND SERVICES		704.75	704.75	923900	27-JUL-2016 06:07 SERV	IT Services	Jul-2016
1717	Other	HEARTLAND SERVICES		1,092.36	1,092.36	923900	27-MAY-2016 07:05 SERV	IT Services	May-2016
1718	Other	HEARTLAND SERVICES		524.26	524.26	923900	27-OCT-2016 07:10 SERV	IT Services	Oct-2016
1719	Other	HEARTLAND SERVICES		560.89	560.89	923900	28-SEP-2016 07:09 SERV	IT Services	Sep-2016
1720	Other	HEARTLAND SERVICES		262.99	262.99	923900	29-AUG-2016 06:08 SERV	IT Services	Aug-2016
1721	Other	HEARTLAND SERVICES		285.84	285.84	923900	29-FEB-2016 07:02 SERV	IT Services	Feb-2016
1722	Other	HEARTLAND SERVICES		750.45	750.45	923900	29-FEB-2016 07:02 SERV	IT Services	Mar-2016
1723	Other	HEARTLAND SERVICES		254.48	254.48	923900	30-MAR-2016 08:03 SERV	IT Services	Mar-2016
1724	Other	HEARTLAND SERVICES		45.82	45.82	923900	J720-0020-0216 Adjustment USD	Correct Procrad Sales Tax January 2016	Feb-2016
1725	Other	HENDERSON SERVICES LLC		105.30	105.30	923900	156563	Install additional drop for WiFi on 3rd floor	Feb-2016
1726	Other	HENDERSON SERVICES LLC		131.34	131.34	923900	162727	Henderson Services Quote for LG&E Tower 16th Floor NW Office to install electrical	Oct-2016
1727	Other	HENDERSON SERVICES LLC		104.81	104.81	923900	162730	Henderson Services Quote for 6th floor Office 609 LG&E Center. Electrical work for Mark Brooks	Oct-2016
1728	Other	Hines, Thomas E		(0.83)	(0.83)	923900	241753	Expense Report Correction	Oct-2016
1729	Other	HOGAN CONSULTING GROUP INC		2,548.00	2,548.00	923900	11151	Engineer 760 hours @ \$130/hour	Nov-2015
1730	Other	HOGAN CONSULTING GROUP INC		4,214.00	4,214.00	923900	11151	Senior XenMobile Engineer 80hours @ \$215/hour	Nov-2015
1731	Other	HOGAN CONSULTING GROUP INC		9,682.40	9,682.40	923900	11234	Engineer 760 hours @ \$130/hour	Dec-2015
1732	Other	HOGAN CONSULTING GROUP INC		3,845.27	3,845.27	923900	11234	Senior XenMobile Engineer 80hours @ \$215/hour	Dec-2015
1733	Other	HOGAN CONSULTING GROUP INC		7,774.00	7,774.00	923900	11336	Engineer 760 hours @ \$130/hour	Jan-2016
1734	Other	HOGAN CONSULTING GROUP INC		11,477.70	11,477.70	923900	11408	Engineer 760 hours @ \$130/hour	Feb-2016
1735	Other	HOGAN CONSULTING GROUP INC		10,881.00	10,881.00	923900	16123	Engineer 760 hours @ \$130/hour	Mar-2016
1736	Other	HOGAN CONSULTING GROUP INC		3,159.00	3,159.00	923900	16241	Amendment 1 Engineer 200 hours @ \$130/hour	Apr-2016
1737	Other	HOGAN CONSULTING GROUP INC		10,389.60	10,389.60	923900	16241	Engineer 760 hours @ \$130/hour	Apr-2016
1738	Other	HOGAN CONSULTING GROUP INC		1,715.00	1,715.00	923900	J024-0020-1215 Accrual USD	Engineering Consulting Service Accrual	Dec-2015
1739	Other	HOGAN CONSULTING GROUP INC		9,996.00	9,996.00	923900	J706-0020-1215 Accrual USD	Engineering Consulting Service Accrual	Dec-2015
1740	Other	HOGAN CONSULTING GROUP INC		(9,384.00)	(9,384.00)	923900	Reverses "J706-0020-1215 Accrual USD"05-JAN-2016 10:36:07	Engineering Consulting Service Accrual	Jan-2016
1741	Other	HOGAN CONSULTING GROUP INC		10,881.00	10,881.00	923900	J752-0020-0616 Accrual USD	Engineering Consulting Service Accrual	Jun-2016
1742	Other	HOGAN CONSULTING GROUP INC		(10,679.50)	(10,679.50)	923900	Reverses "J752-0020-0616 Accrual USD"07-JUL-2016 13:46:51	Engineering Consulting Service Accrual	Jul-2016
1743	Other	HP INC		949.35	949.35	923900	80310488	Estimated Expenses for Services per Change Order #2 (5 weeks at \$2,000 per week)	May-2016
1744	Other	HP INC		369.36	369.36	923900	80409220	Consultant II Estimated 160 hours @ \$195 per hour per Change Order #1	Jun-2016
1745	Other	HP INC		10,422.00	10,422.00	923900	80409220	Consultant II Estimated 400 hours @ \$195 per hour per Change Order #2 (312 hours charged to O&M fo	Jun-2016
1746	Other	HP INC		22,431.60	22,431.60	923900	80442547	Consultant II Estimated 400 hours @ \$195 per hour per Change Order #2 (312 hours charged to O&M fo	Jun-2016
1747	Other	HP INC		8,424.00	8,424.00	923900	80442547	Consultant II Estimated 400 hours @ \$195 per hour per Change Order #2 (88 hours charged to capital	Jun-2016
1748	Other	HP INC		842.40	842.40	923900	80442549	Consultant II Estimated 400 hours @ \$195 per hour per Change Order #2 (88 hours charged to capital	Jun-2016
1749	Other	HP INC		2,581.74	2,581.74	923900	80447212	Consultant II Estimated 160 hours @ \$195 per hour per Change Order #1	Jun-2016
1750	Other	HP INC		1,955.53	1,955.53	923900	80478099	Estimated Expenses for Services per Change Order #2 (5 weeks at \$2,000 per week)	Jun-2016

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
1751	Other HP INC		(1,162.51)	(1,162.51)	923900	J017-0020-1215 IC Adj USD	Refund for unused support - Hewlett Packard	Dec-2015
1752	Other HR LINK GROUP INC		782.04	782.04	923900	15600	Temporary IT Resource	Nov-2015
1753	Other HR LINK GROUP INC		3,097.60	3,097.60	923900	15601	Temporary IT Resource	Nov-2015
1754	Other HR LINK GROUP INC		4,646.40	4,646.40	923900	15619	Temporary IT Resource	Dec-2015
1755	Other HR LINK GROUP INC		3,872.00	3,872.00	923900	15643	Temporary IT Resource	Jan-2016
1756	Other HR LINK GROUP INC		5,808.00	5,808.00	923900	15654	Temporary IT Resource	Feb-2016
1757	Other HR LINK GROUP INC		3,872.00	3,872.00	923900	15668	Temporary IT Resource	Mar-2016
1758	Other HR LINK GROUP INC		4,646.40	4,646.40	923900	15677	Temporary IT Resource	Apr-2016
1759	Other HR LINK GROUP INC		3,484.80	3,484.80	923900	15689	Temporary IT Resource	May-2016
1760	Other HR LINK GROUP INC		8,518.40	8,518.40	923900	15703	Temporary IT Resource	Jun-2016
1761	Other HR LINK GROUP INC		7,356.80	7,356.80	923900	15720	Temporary IT Resource	Jul-2016
1762	Other HR LINK GROUP INC		2,710.40	2,710.40	923900	15766	Temporary IT Resource	Sep-2016
1763	Other HR LINK GROUP INC		3,872.00	3,872.00	923900	15776	Temporary IT Resource	Oct-2016
1764	Other HR LINK GROUP INC		3,484.80	3,484.80	923900	J706-0020-1016 Accrual USD	Temporary IT Resource	Oct-2016
1765	Other IBM CORPORATION		4,770.00	4,770.00	923900	8610611	Instructor-led training QRadar Foundation Class 2 days, 24 students	Sep-2016 (3)
1766	Other IBM CORPORATION		22,866.67	22,866.67	923900	8616775	2x BrassRing Cloud Software Supporting	Sep-2016
1767	Other IBM CORPORATION		(2,450.00)	(2,450.00)	923900	SW05999	COD transaction correction for 5-2015 Invoice	Dec-2015
1768	Other INFRAGARDKE		88.20	88.20	923900	28-SEP-2016 07:09 SERV	Annual membership dues to InfraGard for 6 employees	Sep-2016
1769	Other IRISE		6,750.00	6,750.00	923900	21153	iRise Training and Mentoring 5 days (\$312.50 hourly rate, \$2500 daily rate)	Mar-2016
1770	Other IRON MOUNTAIN		6.02	6.02	923900	30-MAR-2016 08:03 SERV	Shredding services	Mar-2016
1771	Other ISC KENTUCKY		2,337.30	2,337.30	923900	10404	Temporary IT Resource	Sep-2016
1772	Other ISC KENTUCKY		381.60	381.60	923900	10479	Temporary IT Resource	Oct-2016
1773	Other IT 360 HOLDINGS LLC		215.26	215.26	923900	19316	Mileage	Nov-2015
1774	Other IT 360 HOLDINGS LLC		5,691.84	5,691.84	923900	19316	Temporary IT Resource	Nov-2015
1775	Other IT 360 HOLDINGS LLC		112.08	112.08	923900	19332	Mileage	Nov-2015
1776	Other IT 360 HOLDINGS LLC		4,956.16	4,956.16	923900	19332	Temporary IT Resource	Nov-2015
1777	Other IT 360 HOLDINGS LLC		28.17	28.17	923900	19473	Mileage	Dec-2015
1778	Other IT 360 HOLDINGS LLC		2,069.76	2,069.76	923900	19473	Temporary IT Resource	Dec-2015
1779	Other IT 360 HOLDINGS LLC		25.30	25.30	923900	19487	Mileage	Dec-2015
1780	Other IT 360 HOLDINGS LLC		4,280.32	4,280.32	923900	19487	Temporary IT Resource	Dec-2015
1781	Other IT 360 HOLDINGS LLC		51.61	51.61	923900	19600	Mileage	Jan-2016
1782	Other IT 360 HOLDINGS LLC		4,730.88	4,730.88	923900	19600	Temporary IT Resource	Jan-2016
1783	Other IT 360 HOLDINGS LLC		47.52	47.52	923900	19701	Mileage	Feb-2016
1784	Other IT 360 HOLDINGS LLC		4,280.32	4,280.32	923900	19701	Temporary IT Resource	Feb-2016
1785	Other IT 360 HOLDINGS LLC		68.90	68.90	923900	19798	Mileage	Mar-2016
1786	Other IT 360 HOLDINGS LLC		4,915.68	4,915.68	923900	19798	Temporary IT Resource	Mar-2016
1787	Other IT 360 HOLDINGS LLC		11.88	11.88	923900	19878	Mileage	Apr-2016
1788	Other IT 360 HOLDINGS LLC		4,418.26	4,418.26	923900	19878	Temporary IT Resource	Apr-2016
1789	Other IVEY MECHANICAL LLC		346.14	346.14	923900	KY60576	Ghent RF. Replace old thermostat with lead/lag controller. Repaired blower.	Mar-2016
1790	Other IVEY MECHANICAL LLC		1,163.72	1,163.72	923900	KY64114	Fredonia. Air Conditioner Repair. Humidistat.	Nov-2015
1791	Other IVEY MECHANICAL LLC		538.58	538.58	923900	KY66082	Bromley. Repair air conditioner unit. Bad condenser fan motor, compressor capacity, crankcase hea	Mar-2016
1792	Other IVEY MECHANICAL LLC		864.81	864.81	923900	KY66189	(MX20163158267). Magnolia Telecom Building. Repairs to Bard unit on	Feb-2016
1793	Other IVEY MECHANICAL LLC		217.35	217.35	923900	KY67821	Bromley. Added coolant.	May-2016
1794	Other IVEY MECHANICAL LLC		3,063.06	3,063.06	923900	KY68064	Ghent. Repair of both air conditioner unit. replaced 2 fan motor relays, 2 coils and boards, and	Jun-2016
1795	Other IVEY MECHANICAL LLC		856.95	856.95	923100	KY68557	Ivey Mechanical Inv #KY68557 to repair malfunctioning ice machine at Laconia. MX 20163168029	Jun-2016
1796	Other IVEY MECHANICAL LLC		299.42	299.42	923900	KY68975	Mt. Vernon. Repair HVAC units.	Aug-2016
1797	Other IVEY MECHANICAL LLC		909.48	909.48	923900	KY68992	Fredonia. Repair HVAC units.	Jul-2016
1798	Other IVEY MECHANICAL LLC		762.94	762.94	923900	KY68998	Green River. Repair HVAC units.	Aug-2016
1799	Other IVEY MECHANICAL LLC		330.73	330.73	923900	KY69596	Etown. Repair HVAC unit. rat damage to wiring.	Aug-2016
1800	Other IVEY MECHANICAL LLC		261.03	261.03	923900	KY69682	Booger Mountain. Repair HVAC unit. Determined controller was bad.	Aug-2016
1801	Other J J KELLER & ASSOCIATES		268.67	268.67	923100	28-SEP-2016 07:09 SERV	Preparation of safety and compliance focused bulletin	Sep-2016
1802	Other J Y LEGNER ASSOCIATES INC		2,002.49	2,002.49	923900	18217	Corporate Technical Temporary Staffing	Nov-2015
1803	Other J Y LEGNER ASSOCIATES INC		427.68	427.68	923900	18244	Corporate Technical Temporary Staffing	Mar-2016
1804	Other J Y LEGNER ASSOCIATES INC		1,858.44	1,858.44	923900	18408	Corporate Technical Temporary Staffing	Feb-2016
1805	Other J Y LEGNER ASSOCIATES INC		1,478.40	1,478.40	923900	18564	Corporate Technical Temporary Staffing	Jan-2016
1806	Other J Y LEGNER ASSOCIATES INC		1,579.46	1,579.46	923900	18702	Corporate Technical Temporary Staffing	Mar-2016
1807	Other J Y LEGNER ASSOCIATES INC		3,195.72	3,195.72	923900	18728	Corporate Technical Temporary Staffing	Mar-2016
1808	Other J Y LEGNER ASSOCIATES INC		4,012.80	4,012.80	923900	18831	Corporate Technical Temporary Staffing	Apr-2016
1809	Other J Y LEGNER ASSOCIATES INC		2,623.10	2,623.10	923900	20040	Corporate Technical Temporary Staffing	May-2016
1810	Other J Y LEGNER ASSOCIATES INC		1,662.94	1,662.94	923900	100104	Corporate Technical Temporary Staffing	Jun-2016
1811	Other J Y LEGNER ASSOCIATES INC		2,280.96	2,280.96	923900	100111	Corporate Technical Temporary Staffing	May-2016
1812	Other J Y LEGNER ASSOCIATES INC		1,994.76	1,994.76	923900	100114	Corporate Technical Temporary Staffing	Jun-2016
1813	Other J Y LEGNER ASSOCIATES INC		3,474.80	3,474.80	923900	100170	Corporate Technical Temporary Staffing	Jul-2016
1814	Other J Y LEGNER ASSOCIATES INC		1,967.33	1,967.33	923900	100177	Corporate Technical Temporary Staffing	Jun-2016
1815	Other J Y LEGNER ASSOCIATES INC		534.25	534.25	923900	100180	Corporate Technical Temporary Staffing	Jul-2016
1816	Other J Y LEGNER ASSOCIATES INC		2,483.58	2,483.58	923900	100243	Corporate Technical Temporary Staffing	Aug-2016
1817	Other J Y LEGNER ASSOCIATES INC		2,084.81	2,084.81	923900	100297	Corporate Technical Temporary Staffing	Aug-2016
1818	Other J Y LEGNER ASSOCIATES INC		2,707.17	2,707.17	923900	100314	Corporate Technical Temporary Staffing	Sep-2016
1819	Other J Y LEGNER ASSOCIATES INC		30.42	30.42	923900	100357	Affordable Care Act Fee	Oct-2016
1820	Other J Y LEGNER ASSOCIATES INC		2,574.53	2,574.53	923900	100357	Corporate Technical Temporary Staffing	Oct-2016
1821	Other J Y LEGNER ASSOCIATES INC		2,005.49	2,005.49	923900	20058A	Corporate Technical Temporary Staffing	May-2016
1822	Other J Y LEGNER ASSOCIATES INC		2,238.72	2,238.72	923900	J752-0020-1016 Accrual USD	Corporate Technical Temporary Staffing Accrual	Oct-2016
1823	Other KC WELLNESS INC		796.25	796.25	923900	23-NOV-2015 11:11 SERV	Aggregate reports of health fair data	Nov-2015
1824	Other KC WELLNESS INC		323.40	323.40	923900	29-AUG-2016 06:08 SERV	Aggregate reports of health fair data	Aug-2016
1825	Other KELLY MITCHELL GROUP INC		1,093.31	1,093.31	923900	136227	Temporary IT Resource	Dec-2015
1826	Other KELLY MITCHELL GROUP INC		1,341.13	1,341.13	923900	137015	Temporary IT Resource	Dec-2015
1827	Other KELLY MITCHELL GROUP INC		1,081.12	1,081.12	923900	137721	Temporary IT Resource	Jan-2016
1828	Other KELLY MITCHELL GROUP INC		803.25	803.25	923900	138904	Temporary IT Resource	Feb-2016
1829	Other KELLY MITCHELL GROUP INC		990.09	990.09	923900	150853	Temporary IT Resource	Mar-2016
1830	Other KELLY MITCHELL GROUP INC		910.36	910.36	923900	152163	Temporary IT Resource	Apr-2016
1831	Other KELLY MITCHELL GROUP INC		738.39	738.39	923900	154571	Temporary IT Resource	May-2016

(A) Line No.	Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
1832	Other	KELLY MITCHELL GROUP INC		833.59	833.59	923900	156572	Temporary IT Resource	Jun-2016
1833	Other	KELLY MITCHELL GROUP INC		1,694.55	1,694.55	923900	157780	Temporary IT Resource	Jul-2016
1834	Other	KELLY MITCHELL GROUP INC		385.86	385.86	923900	159032	Temporary IT Resource	Aug-2016
1835	Other	KELLY MITCHELL GROUP INC		236.51	236.51	923900	160894	Temporary IT Resource	Sep-2016
1836	Other	KELLY MITCHELL GROUP INC		394.19	394.19	923900	162640	Temporary IT Resource	Oct-2016
1837	Other	KELLY MITCHELL GROUP INC		1,581.51	1,581.51	923900	J706-0020-0616 Accrual USD	Temporary IT Resource	Jun-2016
1838	Other	KELLY MITCHELL GROUP INC		819.91	819.91	923900	J706-0020-1016 Accrual USD	Temporary IT Resource	Oct-2016
1839	Other	KELLY MITCHELL GROUP INC		(1,552.65)	(1,552.65)	923900	Reverses "J706-0020-0616 Accrual USD"01-JUL-2016 15:56:30	Temporary IT Resource	Jul-2016
1840	Other	KELLY MITCHELL GROUP INC		(1,053.75)	(1,053.75)	923900	Reverses "J706-0020-1215 Accrual USD"05-JAN-2016 10:36:07	Temporary IT Resource	Jan-2016
1841	Other	Kelly, Mary M		(9.43)	(9.43)	923900	225959	Expense Report Correction	Aug-2016
1842	Other	KEMA		4,851.00	4,851.00	923900	J024-0020-1215 Accrual USD	IT Accrual	Dec-2015
1843	Other	KENTUCKY CHAMBER OF COMMERCE		548.06	548.06	923900	29-FEB-2016 07:02 SERV	Registrations for 8th Annual Worksite Wellness Conference in Lexington, KY	Feb-2016
1844	Other	KENTUCKY STATE TREASURER		81.49	81.49	923900	01-AUG-2016 11:53KY U	Sales Tax	Jul-2016
1845	Other	KENTUCKY STATE TREASURER		7.57	7.57	923900	01-AUG-2016 11:53KY U	Sales Tax	Jul-2016
1846	Other	KENTUCKY STATE TREASURER		(60.00)	(60.00)	923900	01-DEC-2015 09:06KY U	Sales Tax	Nov-2015
1847	Other	KENTUCKY STATE TREASURER		(288.86)	(288.86)	923900	01-DEC-2015 09:06KY U	Sales Tax	Nov-2015
1848	Other	KENTUCKY STATE TREASURER		225.82	225.82	923900	01-DEC-2015 09:06KY U	Sales Tax	Nov-2015
1849	Other	KENTUCKY STATE TREASURER		0.41	0.41	923100	01-FEB-2016 10:53KY U	Sales Tax	Jan-2016
1850	Other	KENTUCKY STATE TREASURER		3,847.51	3,847.51	923900	01-FEB-2016 10:53KY U	Sales Tax	Jan-2016
1851	Other	KENTUCKY STATE TREASURER		0.38	0.38	923900	01-FEB-2016 10:53KY U	Sales Tax	Jan-2016
1852	Other	KENTUCKY STATE TREASURER		8.83	8.83	923900	01-JUL-2016 14:18KY U	Sales Tax	Jun-2016
1853	Other	KENTUCKY STATE TREASURER		1,002.90	1,002.90	923900	01-JUL-2016 14:18KY U	Sales Tax	Jun-2016
1854	Other	KENTUCKY STATE TREASURER		122.76	122.76	923900	01-JUL-2016 14:18KY U	Sales Tax	Jun-2016
1855	Other	KENTUCKY STATE TREASURER		1.30	1.30	923900	01-JUN-2016 12:38KY U	Sales Tax	May-2016
1856	Other	KENTUCKY STATE TREASURER		166.72	166.72	923900	01-JUN-2016 12:38KY U	Sales Tax	May-2016
1857	Other	KENTUCKY STATE TREASURER		94.27	94.27	923900	01-JUN-2016 12:38KY U	Sales Tax	May-2016
1858	Other	KENTUCKY STATE TREASURER		(4.24)	(4.24)	923900	01-JUN-2016 12:38KY U	Sales Tax	May-2016
1859	Other	KENTUCKY STATE TREASURER		507.41	507.41	923900	01-JUN-2016 12:38KY U	Sales Tax	May-2016
1860	Other	KENTUCKY STATE TREASURER		0.46	0.46	923900	01-MAR-2016 14:05KY U	Sales Tax	Feb-2016
1861	Other	KENTUCKY STATE TREASURER		69.51	69.51	923900	01-NOV-2016 11:10KY U	Sales Tax	Oct-2016
1862	Other	KENTUCKY STATE TREASURER		22.90	22.90	923900	01-NOV-2016 11:10KY U	Sales Tax	Oct-2016
1863	Other	KENTUCKY STATE TREASURER		146.14	146.14	923100	01-SEP-2016 14:00KY U	Sales Tax	Aug-2016
1864	Other	KENTUCKY STATE TREASURER		241.73	241.73	923900	01-SEP-2016 14:00KY U	Sales Tax	Aug-2016
1865	Other	KENTUCKY STATE TREASURER		972.50	972.50	923900	02-MAY-2016 11:41KY U	Sales Tax	Apr-2016
1866	Other	KENTUCKY STATE TREASURER		10.76	10.76	923900	02-MAY-2016 11:41KY U	Sales Tax	Apr-2016
1867	Other	KENTUCKY STATE TREASURER		604.03	604.03	923900	02-MAY-2016 11:41KY U	Sales Tax	Apr-2016
1868	Other	KENTUCKY STATE TREASURER		179.18	179.18	923900	03-JAN-2016 12:32KY U	Sales Tax	Dec-2015
1869	Other	KENTUCKY STATE TREASURER		(13.38)	(13.38)	923900	03-JAN-2016 12:32KY U	Sales Tax	Dec-2015
1870	Other	KENTUCKY STATE TREASURER		0.88	0.88	923900	03-JAN-2016 12:32KY U	Sales Tax	Dec-2015
1871	Other	KENTUCKY STATE TREASURER		125.88	125.88	923900	03-JAN-2016 12:32KY U	Sales Tax	Dec-2015
1872	Other	KENTUCKY STATE TREASURER		16.12	16.12	923100	03-OCT-2016 10:57KY U	Sales Tax	Sep-2016
1873	Other	KENTUCKY STATE TREASURER		156.87	156.87	923900	03-OCT-2016 10:57KY U	Sales Tax	Sep-2016
1874	Other	KENTUCKY STATE TREASURER		0.44	0.44	923900	03-OCT-2016 10:57KY U	Sales Tax	Sep-2016
1875	Other	KENTUCKY STATE TREASURER		3,050.00	3,050.00	923100	KENTUCO216	PARKING AT L&N BUILDING	Jun-2016
1876	Other	KENTUCKYAPP		69.00	69.00	923100	28-SEP-2016 07:09 SERV	Membership fee- Kentucky Apprenticeship Steering Committee	Sep-2016
1877	Other	KFORCE INC		1,960.00	1,960.00	923900	5594568	Temporary IT Resource	Dec-2015
1878	Other	KFORCE INC		4,897.20	4,897.20	923900	5596437	Temporary IT Resource	Dec-2015
1879	Other	KFORCE INC		7,627.50	7,627.50	923900	5624448	Temporary IT Resource	Feb-2016
1880	Other	KFORCE INC		745.20	745.20	923900	5628349	Temporary IT Resource	Feb-2016
1881	Other	KFORCE INC		7,020.00	7,020.00	923900	5653295	Temporary IT Resource	Feb-2016
1882	Other	KFORCE INC		4,881.80	4,881.80	923900	5654828	Temporary IT Resource	Feb-2016
1883	Other	KFORCE INC		1,490.40	1,490.40	923900	5656734	Temporary IT Resource	Feb-2016
1884	Other	KFORCE INC		1,890.00	1,890.00	923900	5688777	Temporary IT Resource	Mar-2016
1885	Other	KFORCE INC		5,236.00	5,236.00	923900	5693677	Temporary IT Resource	Mar-2016
1886	Other	KFORCE INC		6,210.00	6,210.00	923900	5717638	Temporary IT Resource	Apr-2016
1887	Other	KFORCE INC		2,235.60	2,235.60	923900	5720061	Temporary IT Resource	Apr-2016
1888	Other	KFORCE INC		4,928.00	4,928.00	923900	5721946	Temporary IT Resource	Apr-2016
1889	Other	KFORCE INC		11,340.00	11,340.00	923900	5746587	Temporary IT Resource	May-2016
1890	Other	KFORCE INC		4,098.60	4,098.60	923900	5748766	Temporary IT Resource	May-2016
1891	Other	KFORCE INC		11,340.00	11,340.00	923900	5781590	Temporary IT Resource	Jun-2016
1892	Other	KFORCE INC		1,788.48	1,788.48	923900	5783096	Temporary IT Resource	Jun-2016
1893	Other	KFORCE INC		10,600.00	10,600.00	923900	5838331	Temporary IT Resource	Aug-2016
1894	Other	KFORCE INC		6,095.00	6,095.00	923900	5874033	Temporary IT Resource	Sep-2016
1895	Other	KFORCE INC		292.56	292.56	923900	5875030	Temporary IT Resource	Sep-2016
1896	Other	KFORCE INC		6,098.40	6,098.40	923900	5626120A	Temporary IT Resource	Feb-2016
1897	Other	KFORCE INC		11,880.00	11,880.00	923900	J706-0020-0616 Accrual USD	Temporary IT Resource Accrual	Jun-2016
1898	Other	KFORCE INC		12,587.05	12,587.05	923900	J706-0020-1215 Accrual USD	Temporary IT Resource Accrual	Dec-2015
1899	Other	KFORCE INC		(12,121.90)	(12,121.90)	923900	Reverses "J706-0020-1215 Accrual USD"05-JAN-2016 10:36:07	Temporary IT Resource Accrual	Jan-2016
1900	Other	KFORCE INC		(9,200.00)	(9,200.00)	923900	Reverses "J752-0020-1215 Accrual USD"11-JAN-2016 14:04:30	Temporary IT Resource Accrual	Jan-2016
1901	Other	KIZAN TECHNOLOGIES LLC		15,582.00	15,582.00	923900	J706-0020-1016 Accrual USD	Consulting Service Accrual- Kizan PO 106099	Oct-2016
1902	Other	KIZAN TECHNOLOGIES LLC		15,582.00	15,582.00	923900	J706-0020-1016 Accrual USD	Consulting Service Accrual- Kizan PO 110286	Oct-2016
1903	Other	KIZAN TECHNOLOGIES LLC		472.50	472.50	923900	K18386	Consulting services	Feb-2016
1904	Other	KIZAN TECHNOLOGIES LLC		1,360.80	1,360.80	923900	K18752	Consulting services	Mar-2016
1905	Other	KIZAN TECHNOLOGIES LLC		1,417.50	1,417.50	923900	K19025	Consulting services	Apr-2016
1906	Other	KIZAN TECHNOLOGIES LLC		1,913.63	1,913.63	923900	K19026	Consulting services	Apr-2016
1907	Other	KIZAN TECHNOLOGIES LLC		680.40	680.40	923900	K19278A	Consulting services	May-2016
1908	Other	KIZAN TECHNOLOGIES LLC		17,836.87	17,836.87	923900	K19279	Consulting services	May-2016
1909	Other	KIZAN TECHNOLOGIES LLC		16,348.50	16,348.50	923900	K19534	Consulting services	Jun-2016
1910	Other	KIZAN TECHNOLOGIES LLC		19,848.50	19,848.50	923900	K19775	Consulting services	Jul-2016
1911	Other	KIZAN TECHNOLOGIES LLC		1,539.65	1,539.65	923900	K20079	Consulting services	Aug-2016
1912	Other	KIZAN TECHNOLOGIES LLC		2,898.44	2,898.44	923900	K20080	Consulting services	Aug-2016
1913	Other	KIZAN TECHNOLOGIES LLC		2,272.38	2,272.38	923900	K20081	Consulting services	Aug-2016
1914	Other	KIZAN TECHNOLOGIES LLC		6,678.00	6,678.00	923900	K20082	Consulting services	Aug-2016
1915	Other	KIZAN TECHNOLOGIES LLC		12,567.62	12,567.62	923900	K20332	Consulting services	Sep-2016
1916	Other	KIZAN TECHNOLOGIES LLC		482.30	482.30	923900	K20333	Consulting services	Sep-2016

(A) Line No.	(B) Type	(C) Vendor Name	(D) Rate Case	(E) Audit	(F) Other	(G) Total	(H) Account	(I) Invoice	(J) Description	(K) Period
1917	Other	KIZAN TECHNOLOGIES LLC			440.56	440.56	923900	K20334	Consulting services	Sep-2016
1918	Other	KIZAN TECHNOLOGIES LLC			15,883.44	15,883.44	923900	K20335	Consulting services	Sep-2016
1919	Other	KIZAN TECHNOLOGIES LLC			445.20	445.20	923900	K20616	Consulting services	Oct-2016
1920	Other	KIZAN TECHNOLOGIES LLC			12,266.19	12,266.19	923900	K20617	Consulting services	Oct-2016
1921	Other	KIZAN TECHNOLOGIES LLC			14,840.00	14,840.00	923900	K20618	Consulting services	Oct-2016
1922	Other	KLEIN BROS SAFE AND LOCK CO			829.82	829.82	923900	23-NOV-2015 11:11 SERV	Keys, locksmiths, and security system services	Nov-2015
1923	Other	KLEIN BROS SAFE AND LOCK CO			73.34	73.34	923900	27-APR-2016 09:04 SERV	Keys, locksmiths, and security system services	Apr-2016
1924	Other	KLEIN BROS SAFE AND LOCK CO			285.18	285.18	923900	27-JAN-2016 12:01 SERV	Keys, locksmiths, and security system services	Jan-2016
1925	Other	KLEIN BROS SAFE AND LOCK CO			276.45	276.45	923900	27-JUL-2016 06:07 SERV	Keys, locksmiths, and security system services	Jul-2016
1926	Other	KLEIN BROS SAFE AND LOCK CO			156.20	156.20	923900	27-MAY-2016 07:05 SERV	Keys, locksmiths, and security system services	May-2016
1927	Other	KLEIN BROS SAFE AND LOCK CO			61.25	61.25	923900	27-OCT-2016 07:10 SERV	Keys, locksmiths, and security system services	Oct-2016
1928	Other	KLEIN BROS SAFE AND LOCK CO			268.81	268.81	923900	28-SEP-2016 07:09 SERV	Keys, locksmiths, and security system services	Sep-2016
1929	Other	KLEIN BROS SAFE AND LOCK CO			61.25	61.25	923900	29-AUG-2016 06:08 SERV	Keys, locksmiths, and security system services	Aug-2016
1930	Other	KLEIN BROS SAFE AND LOCK CO			112.32	112.32	923900	29-FEB-2016 07:02 SERV	Keys, locksmiths, and security system services	Feb-2016
1931	Other	KLEIN BROS SAFE AND LOCK CO			75.95	75.95	923900	29-JUN-2016 08:06 SERV	Keys, locksmiths, and security system services	Jun-2016
1932	Other	KLEIN BROS SAFE AND LOCK CO			48.91	48.91	923900	30-DEC-2015 11:12 SERV	Keys, locksmiths, and security system services	Dec-2015
1933	Other	KLEIN BROS SAFE AND LOCK CO			73.45	73.45	923900	30-MAR-2016 08:03 SERV	Keys, locksmiths, and security system services	Mar-2016
1934	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			596.25	596.25	923900	37730020	Hard Drive Wipes April	Jul-2016
1935	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			931.50	931.50	923900	37760555	Hard Drive Wipes May	Jun-2016
1936	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			437.25	437.25	923900	37805478	Hard Drive Wipes June	Jul-2016
1937	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			755.25	755.25	923900	37841123	Hard Drive Wipes July	Aug-2016
1938	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			954.00	954.00	923900	37882605	Hard Drive Wipes August	Oct-2016
1939	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			28,490.53	28,490.53	923900	9002213055	Machines Click Charges	Mar-2016
1940	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			16,208.27	16,208.27	923900	9002300094	Machines Click Charges	Apr-2016
1941	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			17,167.80	17,167.80	923900	9002395519	Machines Click Charges	May-2016
1942	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			16,714.99	16,714.99	923900	9002470271	Machines Click Charges	Jun-2016
1943	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			12,819.80	12,819.80	923900	9002549497	Machines Click Charges	Jul-2016
1944	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			4,028.84	4,028.84	923900	9002632392	Machines Click Charges	Aug-2016
1945	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			30,695.65	30,695.65	923900	9002713871	Machines Click Charges	Sep-2016
1946	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			14,191.45	14,191.45	923900	9002798712	Machines Click Charges	Oct-2016
1947	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			1,714.53	1,714.53	923900	J752-0020-1016 Accrual USD	IT Accrual	Oct-2016
1948	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			1,220.84	1,220.84	923900	J752-0020-0616 Accrual USD	IT Accrual	Jun-2016
1949	Other	KONICA MINOLTA BUSINESS SOLUTIONS USA INC			(1,198.23)	(1,198.23)	923900	Reverses "J752-0020-0616 Accrual USD"07-JUL-2016 13:46:51	IT Accrual	Jul-2016
1950	Other	LADYFINGERS FINE CATERING			2,581.84	2,581.84	923100	27-OCT-2016 07:10 SERV	LADYFINGERS FINE CATER #347300	Oct-2016 (3)
1951	Other	LIGHTTRIVER TECHNOLOGIES			1,264.52	1,264.52	923900	30-MAR-2016 08:03 SERV	Repair for equipment	Mar-2016
1952	Other	LINEBACH FUNKHOUSER INC			660.00	660.00	923100	6197	SPCC Certifications & Plan/Figure Updates	Jun-2016
1953	Other	LINEBACH FUNKHOUSER INC			4,400.00	4,400.00	923100	6269	SPCC Certifications & Plan/Figure Updates	Sep-2016
1954	Other	LINKS TECHNOLOGY SOLUTIONS INC			15,744.18	15,744.18	923900	31646	Tariff Hosting	Sep-2016
1955	Other	LISK ASSOCIATES LLC			946.00	946.00	923900	1950	Trimetrix Job Benchmarking Project Manager Emerging Technology	Nov-2015
1956	Other	LISK ASSOCIATES LLC			101.25	101.25	923900	1962	Trimetrix Assessment taken by a candidate for an open position in the Financial	Dec-2015
1957	Other	LISK ASSOCIATES LLC			99.00	99.00	923900	1966	Development Trimetrix + EQ	Dec-2015
1958	Other	LISK ASSOCIATES LLC			594.00	594.00	923900	1971	Trimetrix HD Project Manager, Emerging Technology	Dec-2015
1959	Other	LISK ASSOCIATES LLC			624.75	624.75	923900	1976	IT Team Building Workshop (Dec 2015) Qty 17	Dec-2015
1960	Other	LISK ASSOCIATES LLC			105.75	105.75	923900	1983	Lisk Invoice 1983 TriMetrix Assessment for T. Conrad; Revenue Acct position	Jan-2016
1961	Other	LISK ASSOCIATES LLC			101.25	101.25	923900	1994	Professional Development	Mar-2016
1962	Other	LISK ASSOCIATES LLC			468.25	468.25	923900	1995	Candidate reports for open accounting analyst positions	Mar-2016
1963	Other	LISK ASSOCIATES LLC			303.75	303.75	923900	1997	Trimetrix HD Candidate Reports IT Auditor	Mar-2016
1964	Other	LISK ASSOCIATES LLC			110.25	110.25	923900	2042	Trimetrix HD Candidate Reports HR Associate	Apr-2016
1965	Other	LISK ASSOCIATES LLC			379.50	379.50	923900	2058	Manager candidates feedback, custom benchmark for any manager role	May-2016
1966	Other	LISK ASSOCIATES LLC			103.50	103.50	923900	2080	TrimetrixHD Coaching Report Contract #78772.	Jun-2016
1967	Other	LISK ASSOCIATES LLC			310.50	310.50	923900	2096	Trimetrix HD Fit Reports- candidate testing for open IT Auditor position	Jul-2016
1968	Other	LISK ASSOCIATES LLC			207.00	207.00	923900	2106	Preemployment testing (TrimetrixHD Fit Reports) for Audit Services	Aug-2016
1969	Other	LISK ASSOCIATES LLC			1,575.00	1,575.00	923900	2109	Trimetrix HD Candidate Reports for Louisville Business Office Trimetrix HD Candidate Reports for Louisville Business Office	Aug-2016
1970	Other	LISK ASSOCIATES LLC			297.00	297.00	923900	2111	Trimetrix HD Candidate Reports Norton Business Office	Aug-2016
1971	Other	LISK ASSOCIATES LLC			310.50	310.50	923900	2150	Trimetrix HD Candidate Fit Reports for Audit Services candidates	Oct-2016
1972	Other	LOOMIS			327.76	327.76	923900	23-NOV-2015 11:11 SERV	Armored car pick-up at ODP for December 2015	Nov-2015
1973	Other	LOOMIS			351.47	351.47	923900	27-JAN-2016 12:01 SERV	Armored car pick-up at ODP for December 2015	Jan-2016
1974	Other	LOOMIS			3.81	3.81	923900	27-JUL-2016 06:07 SERV	Loomis charged us double in June - instead of refunding the amount, they credited the original transaction and then charged us the difference.	Jul-2016
1975	Other	LOWES			22.73	22.73	923900	29-FEB-2016 07:02 SERV	LOWES #02542* #419295	Feb-2016
1976	Other	MANDRILL BY MAILCHIMP			14.68	14.68	923900	23-NOV-2015 11:11 SERV	Transactional Email Delivery Services	Nov-2015
1977	Other	MANDRILL BY MAILCHIMP			13.78	13.78	923900	27-JAN-2016 12:01 SERV	Transactional Email Delivery Services	Jan-2016
1978	Other	MANDRILL BY MAILCHIMP			16.17	16.17	923900	29-FEB-2016 07:02 SERV	Transactional Email Delivery Services	Feb-2016
1979	Other	MANDRILL BY MAILCHIMP			14.67	14.67	923900	30-DEC-2015 11:12 SERV	Transactional Email Delivery Services	Dec-2015
1980	Other	MANDRILL BY MAILCHIMP			13.18	13.18	923900	30-MAR-2016 08:03 SERV	Transactional Email Delivery Services	Mar-2016
1981	Other	MARKSTAHR			98.00	98.00	923900	29-AUG-2016 06:08 SERV	Voice over narration for a CIP014 compliance video	Aug-2016
1982	Other	MASS PRODUCTION INC			110.00	110.00	923900	1554	Audio Tweak	Nov-2015
1983	Other	MASS PRODUCTION INC			171.60	171.60	923900	1558	B-roll for Lexington TV Spot	Dec-2015
1984	Other	MASS PRODUCTION INC			1,592.50	1,592.50	923900	1560	Video of Pete the Planner's Lump Sum vs. Pens	Dec-2015
1985	Other	MASS PRODUCTION INC			154.00	154.00	923900	1563	Kids B-roll	Jan-2016
1986	Other	MASS PRODUCTION INC			1,613.92	1,613.92	923900	1570	2016 Investment Video	Apr-2016
1987	Other	MASS PRODUCTION INC			2,129.60	2,129.60	923900	1571	2016 Investment Video	Apr-2016
1988	Other	MASS PRODUCTION INC			2,274.80	2,274.80	923900	1572	2016 Investment Video	Apr-2016
1989	Other	MASS PRODUCTION INC			2,965.60	2,965.60	923900	1574	2016 Investment Video	Apr-2016
1990	Other	MASS PRODUCTION INC			1,482.80	1,482.80	923900	1578	2016 Investment Video	Apr-2016
1991	Other	MASS PRODUCTION INC			2,710.40	2,710.40	923900	1579	2016 Investment Video Broadcast Supervision	Apr-2016
1992	Other	MASS PRODUCTION INC			1,364.00	1,364.00	923900	1582	Broadcast Supervision 2016 Investment Video.	May-2016
1993	Other	MASS PRODUCTION INC			1,260.60	1,260.60	923900	1585	Broadcast Supervision 2016 Investment Video.	May-2016
1994	Other	MASS PRODUCTION INC			756.70	756.70	923100	1589	Summer Stretch/Snippets2	May-2016
1995	Other	MASS PRODUCTION INC			107.98	107.98	923100	1590	B-roll Drive	May-2016
1996	Other	MASS PRODUCTION INC			715.00	715.00	923900	1591	Broadcast SupervisionHeun Revise/2 Muhldraugh edits	Jun-2016
1997	Other	MASS PRODUCTION INC			570.40	570.40	923100	1592	Broadcast SupervisionSnippets week 2.	May-2016
1998	Other	MASS PRODUCTION INC			1,069.20	1,069.20	923900	1593	Broadcast Supervision Rough Edit	Jun-2016

(A) Line No.	(A) Type	(B) Vendor Name	(B) Rate	(C) Case	(C) Audit	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
1999	Other	MASS PRODUCTION INC				722.20	722.20	923100	1594	Summer Stretch/Snippets 2	May-2016
2000	Other	MASS PRODUCTION INC				1,771.00	1,771.00	923900	1595	2016 Investment Video	May-2016
2001	Other	MASS PRODUCTION INC				308.20	308.20	923100	1597	Summer Stretch/Snippets 2.	Jul-2016
2002	Other	MASS PRODUCTION INC				427.80	427.80	923100	1598	Broadcast Supervision Week 5 Safe All Summer Week 5 Snippet Audio	Jul-2016
2003	Other	MASS PRODUCTION INC				202.40	202.40	923900	1599	Broadcast Supervision	Jun-2016
2004	Other	MASS PRODUCTION INC				1,173.00	1,173.00	923100	1600	Summer Stretch/Snippets 2 Broadcast SupervisionHot Hot Hot	Jul-2016
2005	Other	MASS PRODUCTION INC				29.90	29.90	923100	1601	Summer Stretch/Snippets 2 Broadcast Supervision	Jul-2016
2006	Other	MASS PRODUCTION INC				1,211.10	1,211.10	923900	1602	Video Production	Jul-2016
2007	Other	MASS PRODUCTION INC				871.70	871.70	923100	1605	Broadcast Supervision/Pre Edit 8 Versions/Shoot slips trips and falls Animate	Jul-2016
2008	Other	MASS PRODUCTION INC				1,155.98	1,155.98	923100	1610	Claudia Summer Stretch/Snippets 2 Broadcast Supervision/Editing 6 Versions CPA84642	Jul-2016
2009	Other	MASS PRODUCTION INC				823.40	823.40	923100	1611	Broadcast Supervision/Shoot/Edit	Jul-2016
2010	Other	MASS PRODUCTION INC				543.40	543.40	923900	1612	Broadcast Supervision/Revise Chase Mills/Preps Scopechio Drive.	Jul-2016
2011	Other	MASS PRODUCTION INC				145.20	145.20	923900	1614	Broadcast Supervision/Edit layback audio	Jul-2016
2012	Other	MASS PRODUCTION INC				1,462.80	1,462.80	923100	1615	Broadcast Supervision, Edit 9 Versions, Shoot meter shop and office	Aug-2016
2013	Other	MASS PRODUCTION INC				1,752.60	1,752.60	923100	1621	Sync and export digging snips for audio integri	Aug-2016
2014	Other	MASS PRODUCTION INC				172.50	172.50	923100	1622	Audio Clean Up and Mixing.	Aug-2016
2015	Other	MASS PRODUCTION INC				1,117.60	1,117.60	923900	1624	Produce shoot at Trimble County	Aug-2016
2016	Other	MASS PRODUCTION INC				2,435.70	2,435.70	923100	1626	Shoot Magnolia Job Briefing Snippet	Aug-2016
2017	Other	MASS PRODUCTION INC				1,883.70	1,883.70	923100	1630	Video Shoot at ESC for staying alive.	Oct-2016
2018	Other	MATRIX INTEGRATION LLC				5,868.72	5,868.72	923900	23861	Staff Augmentation for March (176 hrs)	Apr-2016
2019	Other	MATRIX INTEGRATION LLC				5,335.20	5,335.20	923900	24395	Staff Augmentation for April (160 hrs)	May-2016
2020	Other	MATRIX INTEGRATION LLC				5,601.96	5,601.96	923900	24907	Staff Augmentation for May (168 hrs)	Jun-2016
2021	Other	MATRIX INTEGRATION LLC				5,105.49	5,105.49	923900	26389	Staff Augmentation for July (156 hrs)	Aug-2016
2022	Other	MATRIX INTEGRATION LLC				6,021.86	6,021.86	923900	27378	Staff Augmentation for August (184 hrs)	Sep-2016
2023	Other	MATRIX INTEGRATION LLC				5,498.22	5,498.22	923900	28475	Staff Augmentation for September (168 hrs)	Oct-2016
2024	Other	MATRIX INTEGRATION LLC				5,068.44	5,068.44	923900	22786A	Staff Augmentation for January (152 hrs)	Mar-2016
2025	Other	MATRIX INTEGRATION LLC				5,335.20	5,335.20	923900	23342A	Staff Augmentation for February (160 hrs)	Mar-2016
2026	Other	MATRIX INTEGRATION LLC				5,735.34	5,735.34	923900	J706-0020-0616 Accrual USD	Staff Augmentation	Jun-2016
2027	Other	MATTHEW J SNYDER				600.23	600.23	923900	1	Consulting services and incidentals for services rendered June 18 & 19.	Sep-2016
2028	Other	MEDIA LIBRARY INC				558.80	558.80	923900	LVL22479	News Monitoring	Nov-2015
2029	Other	MEDIA LIBRARY INC				660.00	660.00	923900	LVL22586	News Monitoring	Nov-2015
2030	Other	MEDIA LIBRARY INC				642.40	642.40	923900	LVL22632	News Monitoring	Feb-2016
2031	Other	MEDIA LIBRARY INC				880.00	880.00	923900	LVL22716	News Monitoring	Mar-2016
2032	Other	MEDIA LIBRARY INC				866.73	866.73	923900	LVL22773	News Monitoring	Apr-2016
2033	Other	MEDIA LIBRARY INC				879.91	879.91	923900	LVL22800	News Monitoring	Mar-2016
2034	Other	MEDIA LIBRARY INC				879.95	879.95	923900	LVL22873	News Monitoring	Apr-2016
2035	Other	MEDIA LIBRARY INC				1,117.53	1,117.53	923900	LVL22953	News Monitoring	May-2016
2036	Other	MEDIA LIBRARY INC				866.78	866.78	923900	LVL23016	News Monitoring	Jun-2016
2037	Other	MEDIA LIBRARY INC				813.97	813.97	923900	LVL23081	News Monitoring	Jul-2016
2038	Other	MEDIA LIBRARY KENTUCKY LLC				827.17	827.17	923900	23197	News Monitoring	Sep-2016
2039	Other	MEDIA LIBRARY KENTUCKY LLC				602.79	602.79	923900	23259	News Monitoring	Oct-2016
2040	Other	MEDIA LIBRARY KENTUCKY LLC				1,091.11	1,091.11	923900	LVL23108	News Monitoring	Aug-2016
2041	Other	MEINERS ELECTRIC				1,354.81	1,354.81	923900	6518	Pull cable to synmat barge loader	May-2016
2042	Other	MEINERS ELECTRIC				249.51	249.51	923900	6638	Pull cable to synmat barge loader	May-2016
2043	Other	MICHAEL S BEER ESTATE				5,060.00	5,060.00	923900	MICHAE091316	CONSULTING SERVICES	Sep-2016
2044	Other	MITEL TECHNOLOGIES INC				3,763.58	3,763.58	923900	98358925	PBX Maintenance 10/24/1511/23/15	Nov-2015
2045	Other	MITEL TECHNOLOGIES INC				3,763.58	3,763.58	923900	98364987	PBX Maintenance 11/24/1512/23/15	Nov-2015
2046	Other	MODIS INC				1,805.97	1,805.97	923900	8146941	Temporary IT Resource	Sep-2016
2047	Other	MODIS INC				6,455.40	6,455.40	923900	8157759	Temporary IT Resource	Oct-2016
2048	Other	MODIS INC				6,455.40	6,455.40	923900	J706-0020-1016 Accrual USD	Temporary IT Resource Accrual	Oct-2016
2049	Other	MODIS INC				271.36	271.36	923900	J706-0020-1016 Accrual USD	Temporary IT Resource Accrual	Oct-2016
2050	Other	MONTASTIC.COM				2.45	2.45	923900	23-NOV-2015 11:11 SERV	Recruiting Costs	Nov-2015
2051	Other	MONTASTIC.COM				2.30	2.30	923900	27-JAN-2016 12:01 SERV	Recruiting Costs	Jan-2016
2052	Other	MONTASTIC.COM				2.45	2.45	923900	30-DEC-2015 11:12 SERV	Recruiting Costs	Dec-2015
2053	Other	MOSAIC DATA SCIENCE				(4,975.95)	(4,975.95)	923900	J706-0020-1215 Accrual USD	CREDIT ON DECEMBER INVOICE MOSAIC DATA SCIENCE	Dec-2015
2054	Other	MOSAIC DATA SCIENCE				30,957.85	30,957.85	923900	MDS00073	10/110/31/15 Sr. Data Scientist \$150/hour @ 152.7 hours, Sr Principal	Dec-2015
2055	Other	MOSAIC DATA SCIENCE				10,802.05	10,802.05	923900	MDS00084	11/11/30/15 Sr. Data Scientist \$150/hour @ 93.8 hours, Sr Principal Data Scientist \$250/hour @	Dec-2015
2056	Other	MOSAIC DATA SCIENCE				11,631.60	11,631.60	923900	MDS00100	1/11/31/16 Remaining credit of \$10,080 will apply to January invoice. Sr. Data Scientist 158.3	Feb-2016
2057	Other	MOSAIC DATA SCIENCE				1,876.50	1,876.50	923900	MDS00118	3/13/31/16 Sr. Principal Data Scientist 13.9 hours	Apr-2016
2058	Other	MOSAIC DATA SCIENCE				4,671.30	4,671.30	923900	Reverses "J706-0020-1215 Accrual USD"05-JAN-2016 10:36:07	CREDIT ON DECEMBER INVOICE MOSAIC DATA SCIE	Jan-2016
2059	Other	MPC PROMOTIONS				739.78	739.78	923900	27-MAY-2016 07:05 SERV	Water bottles for employees at gym opening	May-2016
2060	Other	MPC PROMOTIONS				1,916.02	1,916.02	923900	29-AUG-2016 06:08 SERV	Materials for employees who participated in Working on Wellness education classes	Aug-2016
2061	Other	MPC PROMOTIONS				752.22	752.22	923900	29-JUN-2016 08:06 SERV	Healthy for Life earbud giveaways for on site visits	Jun-2016
2062	Other	Mullins, J Nate				(7.63)	(7.63)	923900	242401	Expense Report Correction	Oct-2016
2063	Other	NATIONAL ASSOC OF COLLE				139.65	139.65	923900	27-OCT-2016 07:10 SERV	Salary Survey	Oct-2016
2064	Other	NCPS OCCUMED				445.41	445.41	923900	02-DEC-2015 09:12 SERV	Flu shots	Dec-2015
2065	Other	NEI GLOBAL RELOCATION COMPANY				(12.87)	(12.87)	923900	483703	Relocation expense correction	Dec-2015
2066	Other	NEI GLOBAL RELOCATION COMPANY				(1,485.50)	(1,485.50)	923900	486241	Relocation expense correction	Dec-2015
2067	Other	NICK BONURA PHOTOGRAPHY				2,540.85	2,540.85	923900	27-APR-2016 09:04 SERV	Professional Photograph Services	Apr-2016
2068	Other	NICK BONURA PHOTOGRAPHY				413.60	413.60	923900	27-JUL-2016 06:07 SERV	Professional Photograph Services	Jul-2016
2069	Other	NICK BONURA PHOTOGRAPHY				2,285.00	2,285.00	923100	27-MAY-2016 07:05 SERV	Professional Photograph Services	May-2016
2070	Other	NICK BONURA PHOTOGRAPHY				508.20	508.20	923900	27-MAY-2016 07:05 SERV	Professional Photograph Services	May-2016
2071	Other	NICK BONURA PHOTOGRAPHY				286.00	286.00	923900	27-OCT-2016 07:10 SERV	Professional Photograph Services	Oct-2016
2072	Other	NICK BONURA PHOTOGRAPHY				227.70	227.70	923100	28-SEP-2016 07:09 SERV	Professional Photograph Services	Sep-2016
2073	Other	NICK BONURA PHOTOGRAPHY				462.00	462.00	923900	28-SEP-2016 07:09 SERV	Professional Photograph Services	Sep-2016
2074	Other	NICK BONURA PHOTOGRAPHY				450.00	450.00	923100	29-AUG-2016 06:08 SERV	Professional Photograph Services	Aug-2016
2075	Other	NICK BONURA PHOTOGRAPHY				240.10	240.10	923900	29-AUG-2016 06:08 SERV	Professional Photograph Services	Aug-2016
2076	Other	NICK BONURA PHOTOGRAPHY				3,365.00	3,365.00	923100	29-FEB-2016 07:02 SERV	Professional Photograph Services	Feb-2016
2077	Other	NICK BONURA PHOTOGRAPHY				1,203.40	1,203.40	923900	29-JUN-2016 08:06 SERV	Professional Photograph Services	Jun-2016
2078	Other	NICK BONURA PHOTOGRAPHY				216.20	216.20	923900	29-JUN-2016 08:06 SERV	Professional Photograph Services	Jun-2016

(A) Line No.	Type	(B) Vendor Name	(C) Rate Case	(D) Audit	(E) Other	(F) Total	(G) Account	(G) Invoice	(H) Description	(I) Period
2079	Other	NICK BONURA PHOTOGRAPHY			1,229.90	1,229.90	923900	30-DEC-2015 11:12 SERV	Commercial Photographs at various locations (Mill Creek, Auburndale etc.)	Dec-2015
2080	Other	NICK BONURA PHOTOGRAPHY			1,115.00	1,115.00	923100	30-MAR-2016 08:03 SERV	Professional Photograph Services	Mar-2016
2081	Other	NICK BONURA PHOTOGRAPHY			129.80	129.80	923900	30-MAR-2016 08:03 SERV	Professional Photograph Services	Mar-2016
2082	Other	NIXON POWER SERVICES			642.36	642.36	923900	SL5000273745	Telecom cell tower services -Middlesboro Sub #1. Generator repair.	Sep-2016
2083	Other	NIXON POWER SERVICES			844.10	844.10	923900	SL5000276731	Telecom cell tower services -Middlesboro RF. Generator repair. controller bad.	Oct-2016
2084	Other	OAK TREE LEADERSHIP COACHING			7,634.00	7,634.00	923900	OAKTRE060316	Leadership Development Coaching Services	Jun-2016
2085	Other	OAK TREE LEADERSHIP COACHING			6,566.00	6,566.00	923900	OAKTRE111715	Leadership Development Coaching Services	Nov-2015
2086	Other	OFFICE RESOURCES INC			7,755.50	7,755.50	923900	62211	ORI Storage services initial transfer fee to move items from Commercial Works to ORI storage.	Aug-2016
2087	Other	OFFICE RESOURCES INC			43.60	43.60	923900	62231	Labor to repair Steelcase series 7 height adjustable table	Aug-2016
2088	Other	OFFICE RESOURCES INC			112.48	112.48	923900	62696	Labor to remove 3 file cabinets from 16th floor to ORI Warehouse inventory	Sep-2016
2089	Other	OFFICE RESOURCES INC			28.87	28.87	923100	63042	Storage Jul-Sept 2016	Oct-2016
2090	Other	OFFICE RESOURCES INC			395.98	395.98	923900	63463	Moving Services	Oct-2016
2091	Other	OFFICE RESOURCES INC			152.21	152.21	923900	63464	Moving Services	Oct-2016
2092	Other	ONE HEALTH MULTICARE M			22.50	22.50	923900	23-NOV-2015 11:11 SERV	Medical services	Nov-2015
2093	Other	ONE SOURCE DISCOVERY			89.93	89.93	923100	0444999	Cane Run discovery	Sep-2016
2094	Other	OPEN TEXT INC			5,390.00	5,390.00	923900	SUS08397162	Technical Service Days 5 Days	Dec-2015
2095	Other	ORACLE AMERICA INC			191.27	191.27	923900	6514090	IT support	Sep-2016
2096	Other	OVERHEAD DOOR COMPANY OF LEXINGTON			266.41	266.41	923900	115863	Telecom cell tower services -Repair overhead door at Lex Radio Shop at Stone Road	Apr-2016
2097	Other	PCM SALES INC			179.28	179.28	923900	555624000	Labor	Apr-2016
2098	Other	PCM SALES INC			1,776.60	1,776.60	923900	555959300	Labor	Apr-2016
2099	Other	PCM SALES INC			318.91	318.91	923900	555959300	Mileage	Apr-2016
2100	Other	PCM SALES INC			1,606.50	1,606.50	923900	556145200	Labor	May-2016
2101	Other	PCM SALES INC			129.44	129.44	923900	556145200	Mileage	May-2016
2102	Other	PCM SALES INC			1,323.00	1,323.00	923900	556344700	Labor	Jun-2016
2103	Other	PCM SALES INC			30.84	30.84	923900	556344700	Mileage	Jun-2016
2104	Other	PCM SALES INC			1,650.95	1,650.95	923900	556562600	Labor	Jul-2016
2105	Other	PCM SALES INC			187.59	187.59	923900	556562600	Mileage	Jul-2016
2106	Other	PCM SALES INC			1,409.80	1,409.80	923900	556772000	Labor	Aug-2016
2107	Other	PCM SALES INC			71.90	71.90	923900	556772000	Mileage	Aug-2016
2108	Other	PCM SALES INC			1,613.85	1,613.85	923900	557079800	Labor	Sep-2016
2109	Other	PCM SALES INC			80.55	80.55	923900	557079800	Mileage	Sep-2016
2110	Other	PCM SALES INC			1,780.80	1,780.80	923900	557411900	Labor	Oct-2016
2111	Other	PCM SALES INC			113.53	113.53	923900	557411900	Mileage	Oct-2016
2112	Other	PCM SALES INC			1,878.06	1,878.06	923900	J706-0020-0616 Accrual USD	Labor	Jun-2016
2113	Other	PCM SALES INC			1,209.97	1,209.97	923900	J706-0020-1016 Accrual USD	Labor Accrual	Oct-2016
2114	Other	PCM SALES INC			1,650.71	1,650.71	923900	J706-0020-1215 Accrual USD	Labor	Dec-2015
2115	Other	PCM SALES INC			(1,843.28)	(1,843.28)	923900	Reverses "J706-0020-0616 Accrual USD"01-JUL-2016 15:56:30	Labor	Jul-2016
2116	Other	PCM SALES INC			(1,442.44)	(1,442.44)	923900	Reverses "J706-0020-1015 Adjustment USD"03-NOV-2015 10:16:11	Labor	Nov-2015
2117	Other	PCM SALES INC			(1,549.65)	(1,549.65)	923900	Reverses "J706-0020-1215 Accrual USD"05-JAN-2016 10:36:07	Labor	Jan-2016
2118	Other	PERCEPTYX INC			17,787.00	17,787.00	923900	20153184	2015 LKE New hire survey invoice	Dec-2015
2119	Other	PETE THE PLANNER			10,631.43	10,631.43	923900	0000651	Presentations & webinars on financial wellness.	Nov-2015
2120	Other	PETE THE PLANNER			15,429.71	15,429.71	923900	0000752	Session conducted on 12/3/15 at LGE Center.	Dec-2015
2121	Other	PHILLIPS TREE EXPERTS INC			657.61	657.61	923900	OD4638	Telecom cell tower services -Dryden Repeater site. Lovelady Road, Woodway, VA. Clear area around tower for site access.	May-2016
2122	Other	POWER ADVOCATE INC			977.60	977.60	923900	000458	Expenses for Supplier Intelligence training May 2016	Jul-2016
2123	Other	POWER STAFFING INC			1,719.65	1,719.65	923900	18151	Temporary IT Resource	Nov-2015
2124	Other	POWER STAFFING INC			2,037.31	2,037.31	923900	18152	Temporary IT Resource	Mar-2016
2125	Other	POWER STAFFING INC			1,179.97	1,179.97	923900	18269	Temporary IT Resource	Dec-2015
2126	Other	POWER STAFFING INC			2,037.31	2,037.31	923900	18270	Temporary IT Resource	Mar-2016
2127	Other	POWER STAFFING INC			938.85	938.85	923900	18368	Temporary IT Resource	Jan-2016
2128	Other	POWER STAFFING INC			1,765.67	1,765.67	923900	18369	Temporary IT Resource	Mar-2016
2129	Other	POWER STAFFING INC			747.07	747.07	923900	18457	Temporary IT Resource	Jan-2016
2130	Other	POWER STAFFING INC			1,358.21	1,358.21	923900	18458	Temporary IT Resource	Mar-2016
2131	Other	POWER STAFFING INC			1,249.98	1,249.98	923900	18590	Temporary IT Resource	Feb-2016
2132	Other	POWER STAFFING INC			2,308.95	2,308.95	923900	18591	Temporary IT Resource	Mar-2016
2133	Other	POWER STAFFING INC			1,995.93	1,995.93	923900	18681	Temporary IT Resource	Mar-2016
2134	Other	POWER STAFFING INC			1,475.11	1,475.11	923900	18792	Temporary IT Resource	Mar-2016
2135	Other	POWER STAFFING INC			1,834.64	1,834.64	923900	100052	Temporary IT Resource	May-2016
2136	Other	POWER STAFFING INC			1,230.49	1,230.49	923900	100116	Temporary IT Resource	Jun-2016
2137	Other	POWER STAFFING INC			1,518.79	1,518.79	923900	100185	Temporary IT Resource	Jun-2016
2138	Other	POWER STAFFING INC			1,414.81	1,414.81	923900	100265	Temporary IT Resource	Aug-2016
2139	Other	POWER STAFFING INC			1,216.93	1,216.93	923900	100329	Temporary IT Resource	Aug-2016
2140	Other	POWER STAFFING INC			1,325.77	1,325.77	923900	100379	Temporary IT Resource	Sep-2016
2141	Other	POWER STAFFING INC			1,398.32	1,398.32	923900	J706-0020-1016 Accrual USD	Temporary IT Resource Accrual	Oct-2016
2142	Other	POWER STAFFING INC			1,561.10	1,561.10	923900	J706-0020-1215 Accrual USD	Temporary IT Resource Accrual	Dec-2015
2143	Other	POWER STAFFING INC			(1,596.16)	(1,596.16)	923900	Reverses "J706-0020-1015 Adjustment USD"03-NOV-2015 10:16:11	Temporary IT Resource Accrual	Nov-2015
2144	Other	POWER STAFFING INC			(1,465.52)	(1,465.52)	923900	Reverses "J706-0020-1215 Accrual USD"05-JAN-2016 10:36:07	Temporary IT Resource Accrual	Jan-2016
2145	Other	PPL Services Corporation			1,218.85	1,218.85	923100	J043-0020-0616 Adjustment USD	CDM (FSR) Outside Services	Jun-2016
2146	Other	PPL Services Corporation			30.12	30.12	923100	J043-0020-0616 Adjustment USD	HFM Outside Services	Jun-2016
2147	Other	PPL Services Corporation			35.26	35.26	923100	J043-0020-0616 Adjustment USD	Investor Relations Outside Services	Jun-2016
2148	Other	PPL Services Corporation			109.26	109.26	923900	J043-0020-0616 Adjustment USD	.Net Mobile Outside Services	Jun-2016
2149	Other	PPL Services Corporation			24.73	24.73	923900	J043-0020-0616 Adjustment USD	Sharepoint Outside Services	Jun-2016
2150	Other	PPL Services Corporation			23,992.65	23,992.65	923900	J043-0020-0616 Adjustment USD	Pensions	Jun-2016
2151	Other	PPL Services Corporation			16.42	16.42	923900	J043-0020-0616 Adjustment USD	UIP Outside Services	Jun-2016
2152	Other	PPL Services Corporation			120.50	120.50	923100	J043-0020-0816 Prior Period Adjustment USD	HFM Outside Services	Aug-2016
2153	Other	PPL Services Corporation			1,160.57	1,160.57	923100	J043-0020-0816 Prior Period Adjustment USD	Investor Relations Outside Services	Aug-2016
2154	Other	PPL Services Corporation			4,390.20	4,390.20	923900	J043-0020-0816 Prior Period Adjustment USD	Annual Meeting Preparation Outside Services	Aug-2016
2155	Other	PPL Services Corporation			18,032.22	18,032.22	923900	J043-0020-0816 Prior Period Adjustment USD	Board Services Outside Services	Aug-2016
2156	Other	PPL Services Corporation			48.54	48.54	923900	J043-0020-0816 Prior Period Adjustment USD	Sharepoint Outside Services	Aug-2016
2157	Other	PPL Services Corporation			13,524.50	13,524.50	923900	J043-0020-0816 Prior Period Adjustment USD	Pensions	Aug-2016
2158	Other	PPL Services Corporation			19.36	19.36	923900	J043-0020-0816 Prior Period Adjustment USD	UIP Outside Services	Aug-2016

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Audit	(E) Other	(F) Total	(G) Account Invoice	(H) Description	(I) Period	
2159	Other	PPL Services Corporation		87.03	87.03	923100	J043-0020-0916 Prior Period Adjustment USD	HFM Outside Services	Sep-2016
2160	Other	PPL Services Corporation		394.74	394.74	923100	J043-0020-0916 Prior Period Adjustment USD	Investor Relations Outside Services	Sep-2016
2161	Other	PPL Services Corporation		1,287.90	1,287.90	923900	J043-0020-0916 Prior Period Adjustment USD	Annual Meeting Preparation Outside Services	Sep-2016
2162	Other	PPL Services Corporation		942.03	942.03	923900	J043-0020-0916 Prior Period Adjustment USD	Board Services Outside Services	Sep-2016
2163	Other	PPL Services Corporation		307.06	307.06	923900	J043-0020-0916 Prior Period Adjustment USD	Job Scheduling Outside Services	Sep-2016
2164	Other	PPL Services Corporation		10,682.65	10,682.65	923900	J043-0020-0916 Prior Period Adjustment USD	Pensions	Sep-2016
2165	Other	PPL Services Corporation		80.33	80.33	923100	J043-0020-1016 Adjustment USD	HFM Outside Services	Oct-2016
2166	Other	PPL Services Corporation		1,121.44	1,121.44	923100	J043-0020-1016 Adjustment USD	Investor Relations Outside Services	Oct-2016
2167	Other	PPL Services Corporation		1,070.01	1,070.01	923900	J043-0020-1016 Adjustment USD	Annual Meeting Preparation Outside Services	Oct-2016
2168	Other	PPL Services Corporation		42,444.81	42,444.81	923900	J043-0020-1016 Adjustment USD	Board Services Outside Services	Oct-2016
2169	Other	PPL Services Corporation		263.20	263.20	923900	J043-0020-1016 Adjustment USD	Job Scheduling Outside Services	Oct-2016
2170	Other	PPL Services Corporation		1,362.90	1,362.90	923900	J043-0020-1016 Adjustment USD	Pensions	Oct-2016
2171	Other	PPL Services Corporation		194.14	194.14	923100	J200-0020-0816 Prior Period Adjustment USD	HFM Outside Services	Aug-2016
2172	Other	PPL Services Corporation		1,173.90	1,173.90	923100	J200-0020-0816 Prior Period Adjustment USD	Investor Relations Outside Services	Aug-2016
2173	Other	PPL Services Corporation		25,765.29	25,765.29	923900	J200-0020-0816 Prior Period Adjustment USD	Annual Meeting Preparation Outside Services	Aug-2016
2174	Other	PPL Services Corporation		25,511.76	25,511.76	923900	J200-0020-0816 Prior Period Adjustment USD	Board Services Outside Services	Aug-2016
2175	Other	PPL Services Corporation		128.68	128.68	923900	J200-0020-0816 Prior Period Adjustment USD	.Net Mobile Outside Services	Aug-2016
2176	Other	PPL Services Corporation		41.76	41.76	923900	J200-0020-0816 Prior Period Adjustment USD	Job Scheduling Outside Services	Aug-2016
2177	Other	PPL Services Corporation		401.02	401.02	923900	J200-0020-0816 Prior Period Adjustment USD	IT initiative project related to server and database	Aug-2016
2178	Other	PPL Services Corporation		315.52	315.52	923900	J200-0020-0816 Prior Period Adjustment USD	Sharepoint Outside Services	Aug-2016
2179	Other	PPL Services Corporation		8,589.35	8,589.35	923900	J200-0020-0816 Prior Period Adjustment USD	Pensions	Aug-2016
2180	Other	PPL Services Corporation		473.14	473.14	923900	J200-0020-0816 Prior Period Adjustment USD	UIP Outside Services	Aug-2016
2181	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		7,791.00	7,791.00	923900	140097	Temporary IT Resources	Nov-2015
2182	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		4,336.50	4,336.50	923900	140097	Temporary IT Resources	Nov-2015
2183	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		6,144.60	6,144.60	923900	140106	Temporary IT Resources	Dec-2015
2184	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		4,468.80	4,468.80	923900	140106	Temporary IT Resources	Dec-2015
2185	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		4,968.00	4,968.00	923900	140111	Temporary IT Resources	Jan-2016
2186	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		5,119.80	5,119.80	923900	140111	Temporary IT Resources	Jan-2016
2187	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		6,544.80	6,544.80	923900	140116	Temporary IT Resources	Feb-2016
2188	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		4,811.40	4,811.40	923900	140116	Temporary IT Resources	Feb-2016
2189	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		(136.08)	(136.08)	923900	140120	AP DISCOUNTSTransfer from Org: 026496 via ALLK09N: 010054%	Mar-2016
2190	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		(92.34)	(92.34)	923900	140120	AP DISCOUNTSTransfer from Org: 026496 via ALLK09N: 010054%	Mar-2016
2191	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		6,804.00	6,804.00	923900	140120	Temporary IT Resources	Mar-2016
2192	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		4,617.00	4,617.00	923900	140120	Temporary IT Resources	Mar-2016
2193	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		4,244.40	4,244.40	923900	140126	Temporary IT Resources	Apr-2016
2194	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		4,908.60	4,908.60	923900	140126	Temporary IT Resources	Apr-2016
2195	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		(20.74)	(20.74)	923900	140134	AP DISCOUNTSTransfer from Org: 026496 via ALLK09N: 010054%	May-2016
2196	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		(92.35)	(92.35)	923900	140134	AP DISCOUNTSTransfer from Org: 026496 via ALLK09N: 010054%	May-2016
2197	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		1,036.80	1,036.80	923900	140134	Temporary IT Resources	May-2016
2198	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		4,617.00	4,617.00	923900	140134	Temporary IT Resources	May-2016
2199	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		(16.20)	(16.20)	923900	140141	AP DISCOUNTSTransfer from Org: 026496 via ALLK09N: 010054%	Jun-2016
2200	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		(73.22)	(73.22)	923900	140141	AP DISCOUNTSTransfer from Org: 026496 via ALLK09N: 010054%	Jun-2016
2201	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		810.00	810.00	923900	140141	Temporary IT Resources	Jun-2016
2202	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		3,661.20	3,661.20	923900	140141	Temporary IT Resources	Jun-2016
2203	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		4,579.20	4,579.20	923900	140147	Temporary IT Resources	Jul-2016
2204	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		1,590.00	1,590.00	923900	140147	Temporary IT Resources	Jul-2016
2205	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		(76.32)	(76.32)	923900	140150	AP DISCOUNTSTransfer from Org: 026496 via ALLK09N: 010054%	Aug-2016
2206	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		3,816.00	3,816.00	923900	140150	Temporary IT Resources	Aug-2016
2207	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		1,383.30	1,383.30	923900	140150	Temporary IT Resources	Aug-2016
2208	Other	PREMIER AMERICAN PRODUCTION SOLUTIONS INC		(12,127.50)	(12,127.50)	923900	Reverses "J024-0020-1015 Adjustment USD"04-NOV-2015 14:57:24	Temporary IT Resources Accrual	Nov-2015
2209	Other	PRO TURF INC		147.42	147.42	923900	31606	Lawn maintenance	Jun-2016
2210	Other	PRO TURF INC		144.86	144.86	923900	31718	Lawn maintenance	Jul-2016
2211	Other	PRO TURF INC		144.86	144.86	923900	31993	Lawn maintenance	Aug-2016
2212	Other	PRO TURF INC		71.55	71.55	923900	32189	Lawn maintenance	Aug-2016
2213	Other	PRO TURF INC		216.41	216.41	923900	32291	Lawn maintenance	Sep-2016
2214	Other	PRO TURF INC		216.41	216.41	923900	32599	Lawn maintenance	Oct-2016
2215	Other	PROFORMA		1,821.02	1,821.02	923100	27-OCT-2016 07:10 SERV	PFG*PROFORMA #347300	Oct-2016 (3)

(A) Line No.	Type	(B) Vendor Name	(C) Rate Case	(D) Audit	(E) Other	(F) Total	(G) Account	(G) Invoice	(H) Description	(I) Period
2216	Other	PROFORMA			554.02	554.02	923900	27-OCT-2016 07:10 SERV	PFG*PROFORMA #347300	Oct-2016 (3)
2217	Other	PROFORMANCE LLC			28.57	28.57	923900	27-JUL-2016 06:07 SERV	PROFORMANCE LLC #624552	Jul-2016
2218	Other	PROSYS INFORMATION SYSTEMS INC			57.10	57.10	923900	INV000706691	(Qty 5) 12 months HWS Only Support	May-2016
2219	Other	QUANTUM SPATIAL INC			17,217.90	17,217.90	923900	0026798081	Data Conversion/Cleanup for Jan May	Jun-2016
2220	Other	RCS COMMUNICATIONS			1,049.82	1,049.82	923900	116863	Monthly Maintenance Agreement for Astro Units	Nov-2015
2221	Other	RCS COMMUNICATIONS			1,049.82	1,049.82	923900	117641	Monthly Maintenance Agreement for Astro Units	Dec-2015
2222	Other	RCS COMMUNICATIONS			985.55	985.55	923900	118459	Monthly Maintenance Agreement for Astro Units	Jan-2016
2223	Other	RCS COMMUNICATIONS			1,156.95	1,156.95	923900	119222	Monthly Maintenance Agreement for Astro Units	Feb-2016
2224	Other	RCS COMMUNICATIONS			1,156.95	1,156.95	923900	120001	Monthly Maintenance Agreement for Astro Units	Mar-2016
2225	Other	RCS COMMUNICATIONS			1,156.95	1,156.95	923900	120776	Monthly Maintenance Agreement for Astro Units	Apr-2016
2226	Other	RCS COMMUNICATIONS			1,156.95	1,156.95	923900	121542	Monthly Maintenance Agreement for Astro Units	May-2016
2227	Other	RCS COMMUNICATIONS			1,156.95	1,156.95	923900	122327	Monthly Maintenance Agreement for Astro Units	May-2016
2228	Other	RCS COMMUNICATIONS			1,135.52	1,135.52	923900	123108	Monthly Maintenance Agreement for Astro Units	Jul-2016
2229	Other	RCS COMMUNICATIONS			1,135.53	1,135.53	923900	123886	Monthly Maintenance Agreement for Astro Units	Aug-2016
2230	Other	RCS COMMUNICATIONS			1,135.52	1,135.52	923900	124688	Monthly Maintenance Agreement for Astro Units	Sep-2016
2231	Other	RCS COMMUNICATIONS			1,135.52	1,135.52	923900	125490	Monthly Maintenance Agreement for Astro Units	Oct-2016
2232	Other	RCS COMMUNICATIONS			21.60	21.60	923900	509489	Various mobile radio, cell phone, & mobile data installations, removals, services and supply of mat	Apr-2016
2233	Other	REAL ESTATE AND RIGHT OF WAY			105.00	105.00	923100	REALES011416	REPLENISH REAL ESTATE & RIGHT AGENT CHECKING ACCT.	Jan-2016
2234	Other	REAL ESTATE AND RIGHT OF WAY			101.76	101.76	923100	REALE111815	AGENTS ACCOUNT	Nov-2015
2235	Other	Reffett, Dan			4.06	4.06	923900	756761	Travel Agent Fee	Jul-2016
2236	Other	SAFETY & SECURITY STORE			176.02	176.02	923900	29-FEB-2016 07:02 SERV	SAFETY & SECURITY STORE #419295	Feb-2016
2237	Other	SCANTRON CORPORATION			215.21	215.21	923900	23-NOV-2015 11:11 SERV	Services and equipment used for scoring EEI Testing	Nov-2015
2238	Other	SCOPPECHIO			1,227.93	1,227.93	923100	166095	Media Hours	Dec-2015
2239	Other	SCOPPECHIO			576.47	576.47	923100	168688	Broadcast Media Invoice Television WKYT Sports and Energy Matters	Dec-2015
2240	Other	SCOPPECHIO			873.66	873.66	923100	168690	Broadcast Media Invoice Television Live Green	Dec-2015
2241	Other	SCOPPECHIO			95.33	95.33	923100	1686910	Internet Media Invoice 2015 LGE CORP TLR Sponsored St	Dec-2015
2242	Other	SCOPPECHIO			57.50	57.50	923100	1633630000	Corporate Media Hours	Nov-2015
2243	Other	SCOPPECHIO			1,495.00	1,495.00	923100	1633650000	Account planning, strategy, management,service and coordination	Nov-2015
2244	Other	SCOPPECHIO			862.50	862.50	923100	1653700000	Corporate Media Hours	Dec-2015
2245	Other	SCOPPECHIO			53.56	53.56	923100	1653710000	Corporate Media Hours	Dec-2015
2246	Other	SCOPPECHIO			3,220.00	3,220.00	923100	1653720000	Account planning, strategy, management,service and coordination	Dec-2015
2247	Other	SCOPPECHIO			230.00	230.00	923100	1685980000	Corporate Media Hours	Dec-2015
2248	Other	SCOPPECHIO			2,213.75	2,213.75	923100	1686000000	Account planning, strategy, management,service and coordination	Dec-2015
2249	Other	SCOPPECHIO			86.13	86.13	923100	1686010000	Account Service time for KU Corporate Communications for November	Dec-2015
2250	Other	SCOPPECHIO			9,930.25	9,930.25	923900	1686020000	Develop facility branding and conceptual direction.	Jan-2016
2251	Other	SCOPPECHIO			416.32	416.32	923100	1686130000	Job: 085463 CORP Sports Creative	Dec-2015
2252	Other	SCOPPECHIO			244.37	244.37	923100	1709190000	Media Hours and Account Service Time	Feb-2016
2253	Other	SCOPPECHIO			115.00	115.00	923100	1710240000	Media Hours and Account Service Time	Feb-2016
2254	Other	SCOPPECHIO			1,265.00	1,265.00	923100	1710260000	Media Hours and Account Service Time	Feb-2016
2255	Other	SCOPPECHIO			632.50	632.50	923100	1710270000	Media Hours and Account Service Time	Feb-2016
2256	Other	SCOPPECHIO			1,264.37	1,264.37	923100	1734500000	Corp Sports Creative	Mar-2016
2257	Other	SCOPPECHIO			977.50	977.50	923100	1734560000	Account Service HrsCorp LG&E	Mar-2016
2258	Other	SCOPPECHIO			3,392.50	3,392.50	923100	1734580000	Account Service Hrs	Jun-2016
2259	Other	SCOPPECHIO			172.50	172.50	923100	1760360000	Scoppechio Invoice Job: 089120 2016 Media HoursCorp LG&E CPA91794 Invoice#1760360000.	Apr-2016
2260	Other	SCOPPECHIO			3,565.00	3,565.00	923100	1760380000	Account Service Hrs	Apr-2016
2261	Other	SCOPPECHIO			316.25	316.25	923100	1761150000	Media Hours and Account Service Time	Aug-2016
2262	Other	SCOPPECHIO			2,220.50	2,220.50	923100	1790600000	Media Hours- Tree Seeding Campaign.	Jun-2016
2263	Other	SCOPPECHIO			2,645.00	2,645.00	923100	1790660000	Media Hours	May-2016
2264	Other	SCOPPECHIO			5,750.00	5,750.00	923100	1790680000	Account Service Hrs	May-2016
2265	Other	SCOPPECHIO			287.50	287.50	923100	1790700000	Powerpoint Template	May-2016
2266	Other	SCOPPECHIO			2,990.00	2,990.00	923100	1812780000	Media Hours	Jun-2016
2267	Other	SCOPPECHIO			4,427.50	4,427.50	923100	1812800000	Account Service Hrs	Jun-2016
2268	Other	SCOPPECHIO			1,425.45	1,425.45	923100	1812890000	Social Media Moments of Influence	Jun-2016
2269	Other	SCOPPECHIO			2,760.00	2,760.00	923100	1841700000	Media Hours	Jul-2016
2270	Other	SCOPPECHIO			3,708.75	3,708.75	923100	1841720000	Account Service Hrs	Jul-2016
2271	Other	SCOPPECHIO			7,086.30	7,086.30	923100	1858310000	Concepting Hrs	Sep-2016
2272	Other	SCOPPECHIO			2,961.25	2,961.25	923100	1858320000	Media Hours	Sep-2016
2273	Other	SCOPPECHIO			5,750.00	5,750.00	923100	1858360000	Account Service Hrs	Sep-2016
2274	Other	SCOPPECHIO			2,185.00	2,185.00	923100	1895480000	Media Hours Corp LG&E	Sep-2016
2275	Other	SCOPPECHIO			3,967.50	3,967.50	923100	1895500000	Account Service Hrs	Sep-2016
2276	Other	SEARS ROEBUCK 1790			46.74	46.74	923900	29-FEB-2016 07:02 SERV	SEARS ROEBUCK 1790 #419295	Feb-2016
2277	Other	SECUREWORKS INC			7,420.00	7,420.00	923900	SWXUS1CN021907	Setup: IDS and IPS SKU IDSIPSTPINST0001	Aug-2016
2278	Other	SECUREWORKS INC			1,060.00	1,060.00	923900	SWXUS1CN026402	MSS Enterprise Activation and Installation, SKU MSSSetUp, Qty 4	Oct-2016
2279	Other	SERVICES UNLIMITED			1,058.18	1,058.18	923100	SERVIC09052015	Services Unlimited 2015 State Fair	Dec-2015
2280	Other	SHRED IT LOUISVILLE			8.25	8.25	923900	02-DEC-2015 09:12 SERV	Shredding services	Dec-2015
2281	Other	SHRED IT LOUISVILLE			23.45	23.45	923900	02-DEC-2015 09:12 SERV	Shredding services	Dec-2015
2282	Other	SHRED IT LOUISVILLE			10.04	10.04	923900	02-DEC-2015 09:12 SERV	Shredding services	Dec-2015
2283	Other	SHRED IT LOUISVILLE			18.05	18.05	923900	02-DEC-2015 09:12 SERV	Shredding services	Dec-2015
2284	Other	SHRED IT LOUISVILLE			20.11	20.11	923900	02-DEC-2015 09:12 SERV	Shredding services	Dec-2015
2285	Other	SHRED IT LOUISVILLE			76.43	76.43	923900	02-DEC-2015 09:12 SERV	Shredding services	Dec-2015
2286	Other	SHRED IT LOUISVILLE			43.15	43.15	923900	02-DEC-2015 09:12 SERV	Shredding services	Dec-2015
2287	Other	SHRED IT LOUISVILLE			5.62	5.62	923900	02-DEC-2015 09:12 SERV	Shredding services	Dec-2015
2288	Other	SHRED IT LOUISVILLE			9.38	9.38	923900	02-DEC-2015 09:12 SERV	Shredding services	Dec-2015
2289	Other	SHRED IT LOUISVILLE			31.34	31.34	923900	02-DEC-2015 09:12 SERV	Shredding services	Dec-2015
2290	Other	SHRED IT LOUISVILLE			19.51	19.51	923900	23-NOV-2015 11:11 SERV	Shredding services	Nov-2015
2291	Other	SHRED IT LOUISVILLE			8.25	8.25	923900	23-NOV-2015 11:11 SERV	Shredding services	Nov-2015
2292	Other	SHRED IT LOUISVILLE			20.10	20.10	923900	23-NOV-2015 11:11 SERV	Shredding services	Nov-2015
2293	Other	SHRED IT LOUISVILLE			18.52	18.52	923900	23-NOV-2015 11:11 SERV	Shredding services	Nov-2015
2294	Other	SHRED IT LOUISVILLE			6.17	6.17	923900	23-NOV-2015 11:11 SERV	Shredding services	Nov-2015
2295	Other	SHRED IT LOUISVILLE			10.04	10.04	923900	23-NOV-2015 11:11 SERV	Shredding services	Nov-2015
2296	Other	SHRED IT LOUISVILLE			60.24	60.24	923900	23-NOV-2015 11:11 SERV	Shredding services	Nov-2015
2297	Other	SHRED IT LOUISVILLE			16.06	16.06	923900	23-NOV-2015 11:11 SERV	Shredding services	Nov-2015
2298	Other	SHRED IT LOUISVILLE			20.11	20.11	923900	23-NOV-2015 11:11 SERV	Shredding services	Nov-2015
2299	Other	SHRED IT LOUISVILLE			749.57	749.57	923900	23-NOV-2015 11:11 SERV	Shredding services	Nov-2015

(A) Line No.	(A) Type	(B) Vendor Name	(B) Rate	(C) Case	(C) Audit	(D) Other	(E) Total	(F) Account	(G) Invoice	(G) Date	(H) Description	(I) Period
2300	Other	SHRED IT LOUISVILLE				46.80	46.80	923900	23-NOV-2015 11:11 SERV		Shredding services	Nov-2015
2301	Other	SHRED IT LOUISVILLE				8.21	8.21	923900	23-NOV-2015 11:11 SERV		Shredding services	Nov-2015
2302	Other	SHRED IT LOUISVILLE				60.79	60.79	923900	23-NOV-2015 11:11 SERV		Shredding services	Nov-2015
2303	Other	SHRED IT LOUISVILLE				35.50	35.50	923900	23-NOV-2015 11:11 SERV		Shredding services	Nov-2015
2304	Other	SHRED IT LOUISVILLE				5.62	5.62	923900	23-NOV-2015 11:11 SERV		Shredding services	Nov-2015
2305	Other	SHRED IT LOUISVILLE				31.34	31.34	923900	23-NOV-2015 11:11 SERV		Shredding services	Nov-2015
2306	Other	SHRED IT LOUISVILLE				8.30	8.30	923900	27-APR-2016 09:04 SERV		Shredding services	Apr-2016
2307	Other	SHRED IT LOUISVILLE				6.76	6.76	923100	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2308	Other	SHRED IT LOUISVILLE				20.16	20.16	923900	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2309	Other	SHRED IT LOUISVILLE				17.13	17.13	923900	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2310	Other	SHRED IT LOUISVILLE				322.51	322.51	923900	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2311	Other	SHRED IT LOUISVILLE				6.38	6.38	923900	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2312	Other	SHRED IT LOUISVILLE				10.10	10.10	923900	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2313	Other	SHRED IT LOUISVILLE				24.43	24.43	923900	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2314	Other	SHRED IT LOUISVILLE				520.61	520.61	923900	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2315	Other	SHRED IT LOUISVILLE				46.80	46.80	923900	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2316	Other	SHRED IT LOUISVILLE				18.23	18.23	923900	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2317	Other	SHRED IT LOUISVILLE				36.68	36.68	923900	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2318	Other	SHRED IT LOUISVILLE				77.76	77.76	923900	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2319	Other	SHRED IT LOUISVILLE				67.83	67.83	923900	27-JUL-2016 06:07 SERV		Shredding services	Jul-2016
2320	Other	SHRED IT LOUISVILLE				306.00	306.00	923900	27-MAY-2016 07:05 SERV		Shredding services	May-2016
2321	Other	SHRED IT LOUISVILLE				41.33	41.33	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2322	Other	SHRED IT LOUISVILLE				26.47	26.47	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2323	Other	SHRED IT LOUISVILLE				17.67	17.67	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2324	Other	SHRED IT LOUISVILLE				6.43	6.43	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2325	Other	SHRED IT LOUISVILLE				745.63	745.63	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2326	Other	SHRED IT LOUISVILLE				21.30	21.30	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2327	Other	SHRED IT LOUISVILLE				11.53	11.53	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2328	Other	SHRED IT LOUISVILLE				18.51	18.51	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2329	Other	SHRED IT LOUISVILLE				18.48	18.48	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2330	Other	SHRED IT LOUISVILLE				22.02	22.02	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2331	Other	SHRED IT LOUISVILLE				32.41	32.41	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2332	Other	SHRED IT LOUISVILLE				137.99	137.99	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2333	Other	SHRED IT LOUISVILLE				18.13	18.13	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2334	Other	SHRED IT LOUISVILLE				68.06	68.06	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2335	Other	SHRED IT LOUISVILLE				73.67	73.67	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2336	Other	SHRED IT LOUISVILLE				2.14	2.14	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2337	Other	SHRED IT LOUISVILLE				90.23	90.23	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2338	Other	SHRED IT LOUISVILLE				51.87	51.87	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2339	Other	SHRED IT LOUISVILLE				23.59	23.59	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2340	Other	SHRED IT LOUISVILLE				10.59	10.59	923900	29-FEB-2016 07:02 SERV		Shredding services	Feb-2016
2341	Other	SHRED IT LOUISVILLE				89.65	89.65	923900	29-JUN-2016 08:06 SERV		Shredding services	Jun-2016
2342	Other	SHRED IT LOUISVILLE				125.97	125.97	923900	29-JUN-2016 08:06 SERV		Shredding services	Jun-2016
2343	Other	SHRED IT LOUISVILLE				59.82	59.82	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2344	Other	SHRED IT LOUISVILLE				8.25	8.25	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2345	Other	SHRED IT LOUISVILLE				11.21	11.21	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2346	Other	SHRED IT LOUISVILLE				23.34	23.34	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2347	Other	SHRED IT LOUISVILLE				20.44	20.44	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2348	Other	SHRED IT LOUISVILLE				10.53	10.53	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2349	Other	SHRED IT LOUISVILLE				18.66	18.66	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2350	Other	SHRED IT LOUISVILLE				6.17	6.17	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2351	Other	SHRED IT LOUISVILLE				10.05	10.05	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2352	Other	SHRED IT LOUISVILLE				10.10	10.10	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2353	Other	SHRED IT LOUISVILLE				10.58	10.58	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2354	Other	SHRED IT LOUISVILLE				55.92	55.92	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2355	Other	SHRED IT LOUISVILLE				32.12	32.12	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2356	Other	SHRED IT LOUISVILLE				40.89	40.89	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2357	Other	SHRED IT LOUISVILLE				1,089.47	1,089.47	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2358	Other	SHRED IT LOUISVILLE				93.60	93.60	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2359	Other	SHRED IT LOUISVILLE				8.21	8.21	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2360	Other	SHRED IT LOUISVILLE				103.73	103.73	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2361	Other	SHRED IT LOUISVILLE				35.50	35.50	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2362	Other	SHRED IT LOUISVILLE				139.47	139.47	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2363	Other	SHRED IT LOUISVILLE				9.69	9.69	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2364	Other	SHRED IT LOUISVILLE				8.30	8.30	923900	30-MAR-2016 08:03 SERV		Shredding services	Mar-2016
2365	Other	SHREDIT				93.37	93.37	923900	27-JUL-2016 06:07 SERV		Shredding services	Jul-2016
2366	Other	SHREDIT KNOXVILLE				43.03	43.03	923900	02-DEC-2015 09:12 SERV		Shredding services	Dec-2015
2367	Other	SHREDIT KNOXVILLE				295.68	295.68	923900	23-NOV-2015 11:11 SERV		Shredding services	Nov-2015
2368	Other	SHREDIT KNOXVILLE				31.36	31.36	923900	23-NOV-2015 11:11 SERV		Shredding services	Nov-2015
2369	Other	SHREDIT KNOXVILLE				43.03	43.03	923900	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2370	Other	SHREDIT KNOXVILLE				43.03	43.03	923900	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2371	Other	SHREDIT KNOXVILLE				32.41	32.41	923900	27-JAN-2016 12:01 SERV		Shredding services	Jan-2016
2372	Other	SHREDIT KNOXVILLE				159.56	159.56	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2373	Other	SHREDIT KNOXVILLE				62.73	62.73	923900	30-DEC-2015 11:12 SERV		Shredding services	Dec-2015
2374	Other	SIGNARAMA DIXIE				4,462.00	4,462.00	923900	4046		Sign Design Prelim Concept and construction design plus prototype signs for Brand	Jan-2016
2375	Other	SIGNARAMA DIXIE				4,433.00	4,433.00	923900	4946		Prototype signs and design round #2	Sep-2016
2376	Other	SITEX				66.25	66.25	923900	27-OCT-2016 07:10 SERV		Mats or rugs cleaning services	Oct-2016
2377	Other	SOUTHERN PLUMBING AND HEATING INC				644.64	644.64	923100	10063		Install new valve at water meter at Laconia.	Jan-2016
2378	Other	SOUTHWEST SANITATION				43.98	43.98	923900	23-NOV-2015 11:11 SERV		Shredding services at ODP in the Pennington Gap and Norton offices.	Nov-2015 (4)
2379	Other	SOUTHWEST SANITATION				13.20	13.20	923900	27-JAN-2016 12:01 SERV		Shredding services at ODP in the Pennington Gap and Norton offices.	Jan-2016 (4)
2380	Other	SOUTHWEST SANITATION				13.20	13.20	923900	27-JAN-2016 12:01 SERV		Shredding services at ODP in the Pennington Gap and Norton offices.	Jan-2016 (4)
2381	Other	SOUTHWEST SANITATION				26.40	26.40	923900	30-DEC-2015 11:12 SERV		Shredding services at ODP in the Pennington Gap and Norton offices.	Dec-2015 (4)
2382	Other	SPORTSMANS GUIDE				14.69	14.69	923900	30-DEC-2015 11:12 SERV		SPORTSMANS GUIDE #419295	Dec-2015
2383	Other	SPRING STREET STORAGE LLC				(3,045.29)	(3,045.29)	923900	J017-0020-0116 IC Adj USD		Spring Street Storage refund we paid the wrong vendor	Jan-2016
2384	Other	Staffieri, Victor Alex				(27.67)	(27.67)	923900	226089		Expense Report Correction	Aug-2016

(A) Line No.	(B) Type	(C) Vendor Name	(D) Rate Case	(E) Audit	(F) Other	(G) Total	(H) Account	(I) Invoice	(J) Description	(K) Period
2385	Other	STANLEY SCHULTZE & CO.			144.55	144.55	923900	29-FEB-2016 07:02 SERV	Glass Installation Services	Feb-2016
2386	Other	STEVES TOWER SERVICE INC			1,916.00	1,916.00	923900	176806	Telecom cell tower services -Ohio County. Repair tower light top beacon.	Jul-2016
2387	Other	STEVES TOWER SERVICE INC			3,765.12	3,765.12	923900	176817	Telecom cell tower services -Mt. Vernon. Repair tower light top beacon.	Aug-2016
2388	Other	STEVES TOWER SERVICE INC			2,324.26	2,324.26	923900	176819	Telecom cell tower services -Earlington. Tower light repair and relamp.	Aug-2016
2389	Other	STEVES TOWER SERVICE INC			1,484.00	1,484.00	923900	176826	Telecom cell tower services -Ghent Reflector. Inspection.	Sep-2016
2390	Other	STEVES TOWER SERVICE INC			1,484.00	1,484.00	923900	176835	Telecom cell tower services -Eddyville SR. Tower Inspection.	Oct-2016
2391	Other	STEVES TOWER SERVICE INC			1,590.00	1,590.00	923900	176835	Telecom cell tower services -Fredonia. Tower Inspection.	Oct-2016
2392	Other	STEVES TOWER SERVICE INC			318.00	318.00	923900	176835	Telecom cell tower services -Green River. Relamp.	Oct-2016
2393	Other	STEVES TOWER SERVICE INC			1,590.00	1,590.00	923900	176835	Telecom cell tower services -Green River. Tower Inspection.	Oct-2016
2394	Other	STEVES TOWER SERVICE INC			1,590.00	1,590.00	923900	176835	Telecom cell tower services -Smithland. Tower Inspection. Clean up nest.	Oct-2016
2395	Other	STEVES TOWER SERVICE INC			1,372.00	1,372.00	923900	813151	Telecom cell tower services -Bedford Gas. Inspection.	Nov-2015
2396	Other	STEVES TOWER SERVICE INC			1,372.00	1,372.00	923900	813151	Telecom cell tower services -Cane Run. Inspection.	Nov-2015
2397	Other	STEVES TOWER SERVICE INC			1,372.00	1,372.00	923900	813151	Telecom cell tower services -Jtown. Inspection.	Nov-2015
2398	Other	STEVES TOWER SERVICE INC			1,372.00	1,372.00	923900	813151	Telecom cell tower services -Laconia. Inspection.	Nov-2015
2399	Other	STEVES TOWER SERVICE INC			1,372.00	1,372.00	923900	813151	Telecom cell tower services -South Service Center. Inspection.	Nov-2015
2400	Other	STEVES TOWER SERVICE INC			1,372.00	1,372.00	923900	813151	Telecom cell tower services -Trimble County LMR. Inspection.	Nov-2015
2401	Other	STEVES TOWER SERVICE INC			1,372.00	1,372.00	923900	813151	Telecom cell tower services -Trimble County Reflectors. Inspection.	Nov-2015
2402	Other	STEVES TOWER SERVICE INC			1,372.00	1,372.00	923900	813151	Telecom cell tower services -Trimble County Sub. Inspection.	Nov-2015
2403	Other	STEVES TOWER SERVICE INC			882.00	882.00	923900	813153	Telecom cell tower services -Cane Run Labor to relamp tower.	Nov-2015
2404	Other	STEVES TOWER SERVICE INC			1,225.00	1,225.00	923900	813153	Telecom cell tower services -Jtown Labor to install safety climb.	Nov-2015
2405	Other	STEVES TOWER SERVICE INC			1,225.00	1,225.00	923900	813153	Telecom cell tower services -South Service Center Labor to install safety climb.	Nov-2015
2406	Other	STEVES TOWER SERVICE INC			735.00	735.00	923900	813157	Telecom cell tower services -Labor to relamp Ballardsville tower per invoice 813157 dated 11/23/2015	Dec-2015
2407	Other	STEVES TOWER SERVICE INC			992.47	992.47	923900	813168	Telecom cell tower services -Ballardsville. Replace lenses and lamps stolen by vandals.	Dec-2015
2408	Other	STEVES TOWER SERVICE INC			1,512.00	1,512.00	923900	995624	Telecom cell tower services -Bonnieville Sub. Tower Inspection and Report.	May-2016
2409	Other	STEVES TOWER SERVICE INC			1,512.00	1,512.00	923900	995624	Telecom cell tower services -Bromley. Tower Inspection and Report.	May-2016
2410	Other	STEVES TOWER SERVICE INC			1,512.00	1,512.00	923900	995624	Telecom cell tower services -Leitchfield Sub. Tower Inspection and Report.	May-2016
2411	Other	STEVES TOWER SERVICE INC			3,298.57	3,298.57	923900	995630	Telecom cell tower services -Badger. Tower Inspection. And plumb and tension all guy wires.	May-2016
2412	Other	STEVES TOWER SERVICE INC			8,789.53	8,789.53	923900	995639	Telecom cell tower services -Dix Dam. Tower Inspection. And plumb and tension all guy wires. And relamp.	Jun-2016
2413	Other	STEVES TOWER SERVICE INC			1,620.00	1,620.00	923900	995642	Telecom cell tower services -Skinnersburg. Tower Inspection.	Jun-2016
2414	Other	STEVES TOWER SERVICE INC			1,728.00	1,728.00	923900	995643	Telecom cell tower services -Holsclaw. Tower Inspection.	Jun-2016
2415	Other	STEVES TOWER SERVICE INC			1,728.00	1,728.00	923900	995643	Telecom cell tower services -Muldraugh. Tower Inspection.	Jun-2016
2416	Other	STEVES TOWER SERVICE INC			1,512.00	1,512.00	923900	995643	Telecom cell tower services -Paddys West. Tower Inspection.	Jun-2016
2417	Other	STEVES TOWER SERVICE INC			2,069.50	2,069.50	923900	995644	Telecom cell tower services -Cane Run. Relamp tower (no inspection).	Jun-2016
2418	Other	STRATEGIC COMMUNICATIONS LLC			56.15	56.15	923900	1511873	Strategic Communications Quote for 6th Floor Director Office (Mark Brooks). To upgrade 6th Floor	Oct-2016
2419	Other	STRATEGIC SUPPORT SOLUTIONS LLC			315.35	315.35	923900	329542	Travel and minimum 2hour onsite labor	Jul-2016
2420	Other	SURVEYMONKEY.COM			99.96	99.96	923900	28-SEP-2016 07:09 SERV	Survey Services	Sep-2016
2421	Other	TECHNOLOGY CONSULTING INC			5,676.48	5,676.48	923900	J706-0020-0616 Accrual USD	IT Accrual	Jun-2016
2422	Other	TECHNOLOGY CONSULTING INC			4,006.80	4,006.80	923900	J706-0020-1016 Accrual USD	IT Accrual	Oct-2016
2423	Other	TECHNOLOGY CONSULTING INC			10,689.84	10,689.84	923900	J706-0020-1215 Accrual USD	IT Accrual	Dec-2015
2424	Other	TECHNOLOGY CONSULTING INC			(9,172.80)	(9,172.80)	923900	Reverses "J706-0020-1015 Adjustment USD"03-NOV-2015 10:16:11	IT Accrual	Nov-2015
2425	Other	TECHNOLOGY CONSULTING INC			(10,035.36)	(10,035.36)	923900	Reverses "J706-0020-1215 Accrual USD"05-JAN-2016 10:36:07	IT Accrual	Jan-2016
2426	Other	TEAM SPATIAL LLC			2,574.00	2,574.00	923900	0516001	Evaluation of Vegetation Management Processes and Requirements no expenses	May-2016
2427	Other	TEAM SPATIAL LLC			12,250.00	12,250.00	923900	J752-0020-1215 Accrual USD	General Evaluation of GIS needs	Dec-2015
2428	Other	TECHNOLOGY CONSULTING INC			405.72	405.72	923900	35297	Temporary IT Resource	Dec-2015
2429	Other	TECHNOLOGY CONSULTING INC			338.10	338.10	923900	35434	Temporary IT Resource	Dec-2015
2430	Other	TECHNOLOGY CONSULTING INC			270.48	270.48	923900	35575	Temporary IT Resource	Dec-2015
2431	Other	TECHNOLOGY CONSULTING INC			338.10	338.10	923900	35736	Temporary IT Resource	Dec-2015
2432	Other	TECHNOLOGY CONSULTING INC			405.72	405.72	923900	35953	Temporary IT Resource	Dec-2015
2433	Other	TECHNOLOGY CONSULTING INC			564.48	564.48	923900	36146	Temporary IT Resource	Dec-2015
2434	Other	TECHNOLOGY CONSULTING INC			2,963.52	2,963.52	923900	36146	Temporary IT Resource	Nov-2015
2435	Other	TECHNOLOGY CONSULTING INC			111.30	111.30	923900	36148	Mileage	Nov-2015
2436	Other	TECHNOLOGY CONSULTING INC			6,279.84	6,279.84	923900	36148	Temporary IT Resource	Nov-2015
2437	Other	TECHNOLOGY CONSULTING INC			352.80	352.80	923900	36331	Temporary IT Resource	Dec-2015
2438	Other	TECHNOLOGY CONSULTING INC			2,646.00	2,646.00	923900	36331	Temporary IT Resource	Dec-2015
2439	Other	TECHNOLOGY CONSULTING INC			7.05	7.05	923900	36333	Misc	Dec-2015
2440	Other	TECHNOLOGY CONSULTING INC			5,433.12	5,433.12	923900	36333	Temporary IT Resource	Dec-2015
2441	Other	TECHNOLOGY CONSULTING INC			4,471.20	4,471.20	923900	36503	Temporary IT Resource	Jan-2016
2442	Other	TECHNOLOGY CONSULTING INC			33.07	33.07	923900	36504	Mileage	Jan-2016
2443	Other	TECHNOLOGY CONSULTING INC			5,762.88	5,762.88	923900	36504	Temporary IT Resource	Jan-2016
2444	Other	TECHNOLOGY CONSULTING INC			5,637.60	5,637.60	923900	36674	Temporary IT Resource	Feb-2016
2445	Other	TECHNOLOGY CONSULTING INC			1,555.20	1,555.20	923900	36675	Temporary IT Resource	Feb-2016
2446	Other	TECHNOLOGY CONSULTING INC			5,948.64	5,948.64	923900	36844	Temporary IT Resource	Mar-2016
2447	Other	TECHNOLOGY CONSULTING INC			5,987.52	5,987.52	923900	37011	Temporary IT Resource	Apr-2016
2448	Other	TECHNOLOGY CONSULTING INC			4,160.16	4,160.16	923900	37181	Temporary IT Resource	May-2016
2449	Other	TECHNOLOGY CONSULTING INC			5,015.52	5,015.52	923900	37342	Temporary IT Resource	Jun-2016
2450	Other	TECHNOLOGY CONSULTING INC			4,960.80	4,960.80	923900	37676	Temporary IT Resource	Aug-2016
2451	Other	TECHNOLOGY CONSULTING INC			6,334.56	6,334.56	923900	37838	Temporary IT Resource	Sep-2016
2452	Other	TECHNOLOGY CONSULTING INC			3,587.04	3,587.04	923900	37993	Temporary IT Resource	Oct-2016
2453	Other	TEK SYSTEMS			46,608.36	46,608.36	923900	J706-0020-0616 Accrual USD	Temporary IT Resource Accrual	Jun-2016
2454	Other	TEK SYSTEMS			47,486.93	47,486.93	923900	J706-0020-1016 Accrual USD	Temporary IT Resource Accrual	Oct-2016
2455	Other	TEK SYSTEMS			32,207.14	32,207.14	923900	J706-0020-1215 Accrual USD	Temporary IT Resource Accrual	Dec-2015
2456	Other	TEK SYSTEMS			146.75	146.75	923900	MANFEBLANCA	Temporary IT Resource	Mar-2016
2457	Other	TEK SYSTEMS			289.44	289.44	923900	MANFEBMURPH	Temporary IT Resource	Mar-2016
2458	Other	TEK SYSTEMS			2,925.84	2,925.84	923900	MANLANCASTERMARCH	Temporary IT Resource	Apr-2016
2459	Other	TEK SYSTEMS			6,367.68	6,367.68	923900	MANMURPHYMARCH	Temporary IT Resource	Apr-2016
2460	Other	TEK SYSTEMS			1,980.54	1,980.54	923900	MX05251224	Temporary IT Resource	Nov-2015
2461	Other	TEK SYSTEMS			1,518.00	1,518.00	923900	MX05251816	Temporary IT Resource	Nov-2015

(A) Line No.	Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
2462	Other	TEK SYSTEMS		7,550.40	7,550.40	923900	MX05252466	Temporary IT Resource	Nov-2015
2463	Other	TEK SYSTEMS		4,042.50	4,042.50	923900	MX05256548	Temporary IT Resource	Nov-2015
2464	Other	TEK SYSTEMS		5,551.07	5,551.07	923900	MX05258089	Temporary IT Resource	Nov-2015
2465	Other	TEK SYSTEMS		2,575.44	2,575.44	923900	MX05259341	Temporary IT Resource	Nov-2015
2466	Other	TEK SYSTEMS		495.14	495.14	923900	MX05304276	Temporary IT Resource	Dec-2015
2467	Other	TEK SYSTEMS		1,012.00	1,012.00	923900	MX05304737	Temporary IT Resource	Dec-2015
2468	Other	TEK SYSTEMS		7,744.00	7,744.00	923900	MX05305269	Temporary IT Resource	Dec-2015
2469	Other	TEK SYSTEMS		3,557.40	3,557.40	923900	MX05308395	Temporary IT Resource	Dec-2015
2470	Other	TEK SYSTEMS		3,491.25	3,491.25	923900	MX05309588	Temporary IT Resource	Dec-2015
2471	Other	TEK SYSTEMS		2,896.96	2,896.96	923900	MX05310577	Temporary IT Resource	Dec-2015
2472	Other	TEK SYSTEMS		1,975.68	1,975.68	923900	MX05311964	Temporary IT Resource	Dec-2015
2473	Other	TEK SYSTEMS		6,547.91	6,547.91	923900	MX05343819	Temporary IT Resource	Feb-2016
2474	Other	TEK SYSTEMS		8,131.20	8,131.20	923900	MX05344664	Temporary IT Resource	Feb-2016
2475	Other	TEK SYSTEMS		3,946.80	3,946.80	923900	MX05347313	Temporary IT Resource	Jan-2016
2476	Other	TEK SYSTEMS		4,886.33	4,886.33	923900	MX05348391	Temporary IT Resource	Feb-2016
2477	Other	TEK SYSTEMS		5,482.08	5,482.08	923900	MX05349249	Temporary IT Resource	Feb-2016
2478	Other	TEK SYSTEMS		2,877.12	2,877.12	923900	MX05350371	Temporary IT Resource	Feb-2016
2479	Other	TEK SYSTEMS		2,728.30	2,728.30	923900	MX05393718	Temporary IT Resource	Feb-2016
2480	Other	TEK SYSTEMS		5,464.80	5,464.80	923900	MX05394130	Temporary IT Resource	Feb-2016
2481	Other	TEK SYSTEMS		6,195.20	6,195.20	923900	MX05394558	Temporary IT Resource	Feb-2016
2482	Other	TEK SYSTEMS		5,788.80	5,788.80	923900	MX05394779	Temporary IT Resource	Feb-2016
2483	Other	TEK SYSTEMS		6,237.00	6,237.00	923900	MX05397081	Temporary IT Resource	Feb-2016
2484	Other	TEK SYSTEMS		3,424.27	3,424.27	923900	MX05398030	Temporary IT Resource	Feb-2016
2485	Other	TEK SYSTEMS		6,378.65	6,378.65	923900	MX05398809	Temporary IT Resource	Feb-2016
2486	Other	TEK SYSTEMS		4,821.12	4,821.12	923900	MX05399944	Temporary IT Resource	Feb-2016
2487	Other	TEK SYSTEMS		1,922.40	1,922.40	923900	MX05401533	Temporary IT Resource	Feb-2016
2488	Other	TEK SYSTEMS		10,913.18	10,913.18	923900	MX05435190	Temporary IT Resource	Mar-2016
2489	Other	TEK SYSTEMS		2,024.00	2,024.00	923900	MX05435551	Temporary IT Resource	Mar-2016
2490	Other	TEK SYSTEMS		5,711.20	5,711.20	923900	MX05435925	Temporary IT Resource	Mar-2016
2491	Other	TEK SYSTEMS		6,078.24	6,078.24	923900	MX05436103	Temporary IT Resource	Mar-2016
2492	Other	TEK SYSTEMS		6,593.40	6,593.40	923900	MX05438082	Temporary IT Resource	Mar-2016
2493	Other	TEK SYSTEMS		2,593.50	2,593.50	923900	MX05438846	Temporary IT Resource	Mar-2016
2494	Other	TEK SYSTEMS		1,073.52	1,073.52	923900	MX05439532	Temporary IT Resource	Apr-2016
2495	Other	TEK SYSTEMS		5,190.48	5,190.48	923900	MX05440539	Temporary IT Resource	Mar-2016
2496	Other	TEK SYSTEMS		11,458.84	11,458.84	923900	MX05476748	Temporary IT Resource	Apr-2016
2497	Other	TEK SYSTEMS		6,173.20	6,173.20	923900	MX05477081	Temporary IT Resource	Apr-2016
2498	Other	TEK SYSTEMS		8,905.60	8,905.60	923900	MX05477420	Temporary IT Resource	Apr-2016
2499	Other	TEK SYSTEMS		289.44	289.44	923900	MX05477596	Temporary IT Resource	Apr-2016
2500	Other	TEK SYSTEMS		6,593.40	6,593.40	923900	MX05479475	Temporary IT Resource	Apr-2016
2501	Other	TEK SYSTEMS		2,651.93	2,651.93	923900	MX05480168	Temporary IT Resource	Apr-2016
2502	Other	TEK SYSTEMS		1,744.68	1,744.68	923900	MX05480756	Temporary IT Resource	Apr-2016
2503	Other	TEK SYSTEMS		6,387.98	6,387.98	923900	MX05481702	Temporary IT Resource	Apr-2016
2504	Other	TEK SYSTEMS		11,458.84	11,458.84	923900	MX05516735	Temporary IT Resource	May-2016
2505	Other	TEK SYSTEMS		3,036.00	3,036.00	923900	MX05517082	Temporary IT Resource	May-2016
2506	Other	TEK SYSTEMS		8,131.20	8,131.20	923900	MX05517463	Temporary IT Resource	May-2016
2507	Other	TEK SYSTEMS		6,593.40	6,593.40	923900	MX05519621	Temporary IT Resource	May-2016
2508	Other	TEK SYSTEMS		1,128.60	1,128.60	923900	MX05520377	Temporary IT Resource	May-2016
2509	Other	TEK SYSTEMS		880.56	880.56	923900	MX05521004	Temporary IT Resource	May-2016
2510	Other	TEK SYSTEMS		4,646.16	4,646.16	923900	MX05521966	Temporary IT Resource	May-2016
2511	Other	TEK SYSTEMS		18.03	18.03	923900	MX05532822	Mileage	Aug-2016
2512	Other	TEK SYSTEMS		11,458.84	11,458.84	923900	MX05570493	Temporary IT Resource	Jun-2016
2513	Other	TEK SYSTEMS		1,922.80	1,922.80	923900	MX05570766	Temporary IT Resource	Jun-2016
2514	Other	TEK SYSTEMS		7,484.40	7,484.40	923900	MX05572745	Temporary IT Resource	Jun-2016
2515	Other	TEK SYSTEMS		1,350.90	1,350.90	923900	MX05573316	Temporary IT Resource	Jun-2016
2516	Other	TEK SYSTEMS		2,293.92	2,293.92	923900	MX05573763	Temporary IT Resource	Jun-2016
2517	Other	TEK SYSTEMS		4,451.76	4,451.76	923900	MX05574485	Temporary IT Resource	Jun-2016
2518	Other	TEK SYSTEMS		4,284.44	4,284.44	923900	MX05612700	Temporary IT Resource	Jul-2016
2519	Other	TEK SYSTEMS		2,530.00	2,530.00	923900	MX05612957	Temporary IT Resource	Jul-2016
2520	Other	TEK SYSTEMS		3,678.40	3,678.40	923900	MX05613232	Temporary IT Resource	Jul-2016
2521	Other	TEK SYSTEMS		6,821.10	6,821.10	923900	MX05614643	Temporary IT Resource	Jul-2016
2522	Other	TEK SYSTEMS		1,812.60	1,812.60	923900	MX05615136	Temporary IT Resource	Jul-2016
2523	Other	TEK SYSTEMS		3,548.88	3,548.88	923900	MX05616098	Temporary IT Resource	Aug-2016
2524	Other	TEK SYSTEMS		8,033.32	8,033.32	923900	MX05663706	Temporary IT Resource	Aug-2016
2525	Other	TEK SYSTEMS		3,036.00	3,036.00	923900	MX05663951	Temporary IT Resource	Aug-2016
2526	Other	TEK SYSTEMS		6,121.50	6,121.50	923900	MX05665580	Temporary IT Resource	Aug-2016
2527	Other	TEK SYSTEMS		5,248.99	5,248.99	923900	MX05666036	Temporary IT Resource	Aug-2016
2528	Other	TEK SYSTEMS		5,342.40	5,342.40	923900	MX05666975	Temporary IT Resource	Aug-2016
2529	Other	TEK SYSTEMS		1,281.54	1,281.54	923900	MX05672145	Temporary IT Resource	Aug-2016
2530	Other	TEK SYSTEMS		11,782.20	11,782.20	923900	MX05705893	Temporary IT Resource	Sep-2016
2531	Other	TEK SYSTEMS		2,226.40	2,226.40	923900	MX05706117	Temporary IT Resource	Sep-2016
2532	Other	TEK SYSTEMS		7,170.90	7,170.90	923900	MX05707535	Temporary IT Resource	Sep-2016
2533	Other	TEK SYSTEMS		6,646.20	6,646.20	923900	MX05707957	Temporary IT Resource	Sep-2016
2534	Other	TEK SYSTEMS		3,415.32	3,415.32	923900	MX05708741	Temporary IT Resource	Sep-2016
2535	Other	TEK SYSTEMS		7,544.55	7,544.55	923900	MX05713041	Temporary IT Resource	Sep-2016
2536	Other	TEK SYSTEMS		961.40	961.40	923900	MX05747960	Temporary IT Resource	Oct-2016
2537	Other	TEK SYSTEMS		1,780.80	1,780.80	923900	MX05748298	Temporary IT Resource	Oct-2016
2538	Other	TEK SYSTEMS		4,940.92	4,940.92	923900	MX05749418	Temporary IT Resource	Oct-2016
2539	Other	TEK SYSTEMS		6,193.05	6,193.05	923900	MX05749827	Temporary IT Resource	Oct-2016
2540	Other	TEK SYSTEMS		4,293.00	4,293.00	923900	MX05750632	Temporary IT Resource	Oct-2016
2541	Other	TEK SYSTEMS		1,367.40	1,367.40	923900	MX05753177	Temporary IT Resource	Oct-2016
2542	Other	TEK SYSTEMS		6,325.02	6,325.02	923900	MX05754970	Temporary IT Resource	Oct-2016
2543	Other	TEK SYSTEMS		5,611.64	5,611.64	923900	NW01227852	Temporary IT Resource	Nov-2015
2544	Other	TEK SYSTEMS		4,846.41	4,846.41	923900	NW01251964	Temporary IT Resource	Dec-2015
2545	Other	TEK SYSTEMS		2,529.92	2,529.92	923900	NW01270267	Temporary IT Resource	Feb-2016
2546	Other	TEK SYSTEMS		66.27	66.27	923900	NW01333777	Mileage	Apr-2016
2547	Other	TEK SYSTEMS		5,745.60	5,745.60	923900	NW01333777	Temporary IT Resource	Apr-2016

(A) Line No. Type	(B) Vendor Name	(C) Rate Case	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
2548	Other	TEK SYSTEMS	2,756.16	2,756.16	923900	NW01333894	Temporary IT Resource	Apr-2016
2549	Other	TEK SYSTEMS	6,042.06	6,042.06	923900	NW01352136	Temporary IT Resource	May-2016
2550	Other	TEK SYSTEMS	62.99	62.99	923900	NW01352233	Mileage	May-2016
2551	Other	TEK SYSTEMS	6,444.90	6,444.90	923900	NW01352233	Temporary IT Resource	May-2016
2552	Other	TEK SYSTEMS	5,261.76	5,261.76	923900	NW01352352	Temporary IT Resource	May-2016
2553	Other	TEK SYSTEMS	1,365.12	1,365.12	923900	NW01353009	Temporary IT Resource	May-2016
2554	Other	TEK SYSTEMS	6.88	6.88	923900	NW01357165	Mileage	May-2016
2555	Other	TEK SYSTEMS	4,811.94	4,811.94	923900	NW01376222	Temporary IT Resource	Jun-2016
2556	Other	TEK SYSTEMS	121.26	121.26	923900	NW01376296	Mileage	Jun-2016
2557	Other	TEK SYSTEMS	6,539.40	6,539.40	923900	NW01376296	Temporary IT Resource	Jun-2016
2558	Other	TEK SYSTEMS	5,387.04	5,387.04	923900	NW01376396	Temporary IT Resource	Jun-2016
2559	Other	TEK SYSTEMS	5,529.60	5,529.60	923900	NW01376893	Temporary IT Resource	Jun-2016
2560	Other	TEK SYSTEMS	3,888.34	3,888.34	923900	NW01395314	Temporary IT Resource	Jul-2016
2561	Other	TEK SYSTEMS	73.84	73.84	923900	NW01395371A	Mileage	Jul-2016
2562	Other	TEK SYSTEMS	6,529.60	6,529.60	923900	NW01395371A	Temporary IT Resource	Jul-2016
2563	Other	TEK SYSTEMS	5,410.24	5,410.24	923900	NW01395449	Temporary IT Resource	Jul-2016
2564	Other	TEK SYSTEMS	276.18	276.18	923900	NW01395449	Mileage	Jul-2016
2565	Other	TEK SYSTEMS	5,936.00	5,936.00	923900	NW01395882	Temporary IT Resource	Jul-2016
2566	Other	TEK SYSTEMS	42.47	42.47	923900	NW01397469	Mileage	Jul-2016
2567	Other	TEK SYSTEMS	134.80	134.80	923900	NW01397476	Mileage	Jul-2016
2568	Other	TEK SYSTEMS	159.64	159.64	923900	NW01418464	Mileage	Aug-2016
2569	Other	TEK SYSTEMS	4,452.00	4,452.00	923900	NW01418464	Temporary IT Resource	Aug-2016
2570	Other	TEK SYSTEMS	4,918.40	4,918.40	923900	NW01418528	Temporary IT Resource	Aug-2016
2571	Other	TEK SYSTEMS	741.54	741.54	923900	NW01418528	Mileage	Aug-2016
2572	Other	TEK SYSTEMS	5,155.84	5,155.84	923900	NW01418965	Temporary IT Resource	Aug-2016
2573	Other	TEK SYSTEMS	130.79	130.79	923900	NW01437772	Mileage	Sep-2016
2574	Other	TEK SYSTEMS	6,566.70	6,566.70	923900	NW01437772	Temporary IT Resource	Sep-2016
2575	Other	TEK SYSTEMS	5,809.86	5,809.86	923900	NW01437831	Temporary IT Resource	Sep-2016
2576	Other	TEK SYSTEMS	662.84	662.84	923900	NW01437831	Mileage	Sep-2016
2577	Other	TEK SYSTEMS	6,241.28	6,241.28	923900	NW01438184	Temporary IT Resource	Sep-2016
2578	Other	TEK SYSTEMS	97.59	97.59	923900	NW01440396	Mileage	Sep-2016
2579	Other	TEK SYSTEMS	92.73	92.73	923900	NW01457494	Mileage	Oct-2016
2580	Other	TEK SYSTEMS	6,232.80	6,232.80	923900	NW01457494	Temporary IT Resource	Oct-2016
2581	Other	TEK SYSTEMS	2,904.93	2,904.93	923900	NW01457545	Temporary IT Resource	Oct-2016
2582	Other	TEK SYSTEMS	455.06	455.06	923900	NW01457545	Mileage	Oct-2016
2583	Other	TEK SYSTEMS	5,410.24	5,410.24	923900	NW01457921	Temporary IT Resource	Oct-2016
2584	Other	TEK SYSTEMS	42.93	42.93	923900	NW01460468	Mileage	Oct-2016
2585	Other	TEK SYSTEMS	(45,860.22)	(45,860.22)	923900	Reverses "J706-0020-0616 Accrual USD"01-JUL-2016 15:56:30	Temporary IT Resource Accrual	Jul-2016
2586	Other	TEK SYSTEMS	(43,335.77)	(43,335.77)	923900	Reverses "J706-0020-1015 Adjustment USD"03-NOV-2015 10:16:11	Temporary IT Resource Accrual	Nov-2015
2587	Other	TEK SYSTEMS	(30,733.12)	(30,733.12)	923900	Reverses "J706-0020-1215 Accrual USD"05-JAN-2016 10:36:07	Temporary IT Resource Accrual	Jan-2016
2588	Other	TEK SYSTEMS	3,176.61	3,176.61	923900	TK04117765	Temporary IT Resource	May-2016
2589	Other	TEK SYSTEMS	3,191.82	3,191.82	923900	TK04135633	Temporary IT Resource	Jun-2016
2590	Other	TEK SYSTEMS	3,195.73	3,195.73	923900	TK04150452	Temporary IT Resource	Jul-2016
2591	Other	TEK SYSTEMS	3,006.68	3,006.68	923900	TK04168659	Temporary IT Resource	Aug-2016
2592	Other	TEK SYSTEMS	3,168.72	3,168.72	923900	TK04184392	Temporary IT Resource	Sep-2016
2593	Other	TERMINIX INTL	188.57	188.57	923900	30-MAR-2016 08:03 SERV	Pest Control Services	Mar-2016
2594	Other	THE CADMUS GROUP INC	10,630.50	10,630.50	923100	INV215407	Employee Ind Potential Survey	Nov-2015
2595	Other	THE CADMUS GROUP INC	11,276.00	11,276.00	923100	INV216938	Employee Ind Potential Survey	Dec-2015
2596	Other	THE CADMUS GROUP INC	10,452.00	10,452.00	923100	INV217637	Employee Ind Potential Survey	Dec-2015
2597	Other	THE CUBERO GROUP INC	2,832.89	2,832.89	923100	7989	Street pole banners	Jun-2016
2598	Other	THE CUBERO GROUP INC	1,472.89	1,472.89	923100	8016	Street pole banners	Jun-2016
2599	Other	THE CUBERO GROUP INC	730.11	730.11	923900	8067	Louie the Lightning Bug Wrap	Aug-2016
2600	Other	THE CUBERO GROUP INC	21,046.42	21,046.42	923100	8115	State Fair 2016	Sep-2016
2601	Other	THE DATA VAULT	1,813.57	1,813.57	923900	196806	Storage Services	Dec-2015
2602	Other	THE DATA VAULT	1,261.33	1,261.33	923900	196806	Storage Services	Dec-2015
2603	Other	THE DATA VAULT	2,426.42	2,426.42	923900	197387	Storage Services	Nov-2015
2604	Other	THE DATA VAULT	1,264.50	1,264.50	923900	197387	Storage Services	Nov-2015
2605	Other	THE DATA VAULT	1,760.88	1,760.88	923900	1001635	Storage Services	Dec-2015
2606	Other	THE DATA VAULT	1,225.54	1,225.54	923900	1001635	Storage Services	Dec-2015
2607	Other	THE DATA VAULT	2,904.19	2,904.19	923900	1002242	Storage Services	Jan-2016
2608	Other	THE DATA VAULT	1,131.75	1,131.75	923900	1002242	Storage Services	Jan-2016
2609	Other	THE DATA VAULT	1,735.78	1,735.78	923900	1002842	Storage Services	Mar-2016
2610	Other	THE DATA VAULT	1,861.69	1,861.69	923900	1002842	Storage Services	Mar-2016
2611	Other	THE DATA VAULT	1,821.05	1,821.05	923900	1003444	Storage Services	Mar-2016
2612	Other	THE DATA VAULT	1,067.69	1,067.69	923900	1003444	Storage Services	Mar-2016
2613	Other	THE DATA VAULT	1,739.88	1,739.88	923900	1004057	Storage Services	Apr-2016
2614	Other	THE DATA VAULT	1,187.92	1,187.92	923900	1004057	Storage Services	Apr-2016
2615	Other	THE DATA VAULT	1,714.08	1,714.08	923900	1004697	Storage Services	May-2016
2616	Other	THE DATA VAULT	1,064.62	1,064.62	923900	1004697	Storage Services	May-2016
2617	Other	THE DATA VAULT	1,855.97	1,855.97	923900	1005321	Storage Services	Jun-2016
2618	Other	THE DATA VAULT	1,678.02	1,678.02	923900	1005321	Storage Services	Jun-2016
2619	Other	THE DATA VAULT	1,908.13	1,908.13	923900	1005933	Storage Services	Jul-2016
2620	Other	THE DATA VAULT	1,198.96	1,198.96	923900	1005933	Storage Services	Jul-2016
2621	Other	THE DATA VAULT	1,575.53	1,575.53	923900	1006545	Storage Services	Aug-2016
2622	Other	THE DATA VAULT	1,040.87	1,040.87	923900	1006545	Storage Services	Aug-2016
2623	Other	THE DATA VAULT	5,663.79	5,663.79	923900	1007164	Storage Services	Sep-2016
2624	Other	THE DATA VAULT	6,735.10	6,735.10	923900	1007789	Storage Services	Oct-2016
2625	Other	THE DATA VAULT	16.43	16.43	923900	1001635ST	Pay sales tax on Inv. 1001635	Feb-2016
2626	Other	THOMSON WEST	1,892.70	1,892.70	923900	27-APR-2016 09:04 SERV	Cloud based computer services for e-billing and matter management	Apr-2016
2627	Other	THOMSON WEST	3,785.40	3,785.40	923900	27-JAN-2016 12:01 SERV	Cloud based computer services for e-billing and matter management	Jan-2016
2628	Other	THOMSON WEST	1,940.74	1,940.74	923900	27-JUL-2016 06:07 SERV	Cloud based computer services for e-billing and matter management	Jul-2016
2629	Other	THOMSON WEST	1,940.74	1,940.74	923900	27-MAY-2016 07:05 SERV	Cloud based computer services for e-billing and matter management	May-2016
2630	Other	THOMSON WEST	1,940.74	1,940.74	923900	27-OCT-2016 07:10 SERV	Cloud based computer services for e-billing and matter management	Oct-2016
2631	Other	THOMSON WEST	1,940.74	1,940.74	923900	28-SEP-2016 07:09 SERV	Cloud based computer services for e-billing and matter management	Sep-2016
2632	Other	THOMSON WEST	1,940.74	1,940.74	923900	29-AUG-2016 06:08 SERV	Cloud based computer services for e-billing and matter management	Aug-2016
2633	Other	THOMSON WEST	1,892.70	1,892.70	923900	29-FEB-2016 07:02 SERV	Cloud based computer services for e-billing and matter management	Feb-2016

(A) Line No.	(B) Type	(C) Vendor Name	(D) Rate	(E) Case	(F) Audit	(G) Other	(H) Total	(I) Account	(J) Invoice	(K) Description	(L) Period
2634	Other	THOMSON WEST	1,940.74	1,940.74	923900	29-JUN-2016 08:06 SERV	Cloud based computer services for e-billing and matter management	Jun-2016			
2635	Other	THOMSON WEST	1,892.70	1,892.70	923900	30-MAR-2016 08:03 SERV	Cloud based computer services for e-billing and matter management	Mar-2016			
2636	Other	TIMOTHY EUGENE FINDLEY SR	3,430.00	3,430.00	923900	A0001	Diversity Training	Aug-2016			
2637	Other	TKT NECTIR GLOBAL STAFFING LLC	1,775.76	1,775.76	923900	NOVEMBER2015	Temporary IT Resource	Dec-2015			
2638	Other	TKT NECTIR GLOBAL STAFFING LLC	1,734.60	1,734.60	923900	J706-0020-1215 Accrual USD	Temporary IT Resource	Dec-2015			
2639	Other	TOWERS WATSON DATA SERVICE	3,158.05	3,158.05	923900	23-NOV-2015 11:11 SERV	EAPDIS Survey Package and AGA Survey Report	Nov-2015			
2640	Other	TOWERS WATSON DATA SERVICE	793.80	793.80	923900	28-SEP-2016 07:09 SERV	Salary Surveys	Sep-2016			
2641	Other	TREMCO INC	1,000.00	1,000.00	923100	93483863	Ballardsville Roof Repairs	Nov-2015			
2642	Other	TREMCO INC	2,400.00	2,400.00	923100	93483863	Ballardsville Roof Restore	Nov-2015			
2643	Other	TREMCO INC	1,000.00	1,000.00	923100	93483863	Ballardsville Seal Wall	Nov-2015			
2644	Other	TREMCO INC	1,200.00	1,200.00	923100	93483863	Cane Run Roof Repair	Nov-2015			
2645	Other	TREMCO INC	2,040.00	2,040.00	923100	93483863	Cane Run Roof Repair	Nov-2015			
2646	Other	TREMCO INC	1,200.00	1,200.00	923100	93483863	Holsclaw Roof Repair	Nov-2015			
2647	Other	TREMCO INC	1,500.00	1,500.00	923100	93483863	Holsclaw Roof Repair	Nov-2015			
2648	Other	TREMCO INC	5,179.00	5,179.00	923900	93522854	BOC Data Center roof inspections, preventive maintenance and general	Dec-2015			
2649	Other	TREMCO INC	1,396.63	1,396.63	923100	93529576	Roof repair at Riverport	Jan-2016			
2650	Other	TRIAL BEHAVIOR CONSULTING INC	6,176.05	6,176.05	923100	14446	PROFESSIONAL SERVICES	Mar-2016			
2651	Other	TRIAL BEHAVIOR CONSULTING INC	94,969.64	94,969.64	923100	14510	PROFESSIONAL SERVICES	May-2016			
2652	Other	TRIANGLE TALENT	563.50	563.50	923900	29-JUN-2016 08:06 SERV	For the services of a DJ clowns for the Stephen Foster Program in Bardstown, KY.	Jun-2016	(1)		
2653	Other	TRINITY CONSULTANTS INC	2,018.10	2,018.10	923900	1119404	Contract 85256 - Final work preparing memo documenting	Nov-2015			
2654	Other	TRINITY CONSULTANTS INC	4,421.81	4,421.81	923900	1121722	Ghent and Trimble County Generating Stations Modeling	Jan-2016			
2655	Other	TRINITY CONSULTANTS INC	5,691.00	5,691.00	923900	1123601	Ghent and Trimble County Generating Stations Modeling	Jan-2016			
2656	Other	TRINITY CONSULTANTS INC	367.15	367.15	923900	1126907	Ghent and Trimble County Generating Stations Modeling	Feb-2016			
2657	Other	TRINITY CONSULTANTS INC	2,316.30	2,316.30	923900	1129057	Ghent and Trimble County Generating Stations Modeling	Mar-2016			
2658	Other	TRINITY CONSULTANTS INC	781.55	781.55	923900	1130183	General Air Consulting Services	Apr-2016			
2659	Other	TRINITY CONSULTANTS INC	3,349.85	3,349.85	923900	1131291	Trinity Contact 101881 Project has 3 phases for modeling at Ghent and Trimble as detailed in Quote r	Apr-2016			
2660	Other	TRINITY CONSULTANTS INC	904.92	904.92	923900	1136391	PROFESSIONAL CONSULTING SRVS FROM MAY 31 TO JUNE	Jul-2016			
2661	Other	TRINITY CONSULTANTS INC	204.75	204.75	923900	1138582	GENERAL AIR CONSULTING PROFESSIONAL SERVICES (6/29/16 - 7/28/1)	Aug-2016			
2662	Other	TRINITY CONSULTANTS INC	583.27	583.27	923900	1140314	PROFESSIONAL SERVICES FROM 7/29/2016 T-8/28/2016	Sep-2016			
2663	Other	TRIVANTIS CORPORATION	1,228.50	1,228.50	923900	60706	Quote 22799 Lectora license and Maintenance	Feb-2016			
2664	Other	TYCO INTEGRATED SECURITY	2,304.84	2,304.84	923900	23335608A	For equipment install at PSP areas	Nov-2015			
2665	Other	TYCO INTEGRATED SECURITY	7,105.00	7,105.00	923900	J059-0020-0316 Adjustment USD	Amortization of card reader maintenance agreement at various company facilities	Mar-2016			
2666	Other	TYCO INTEGRATED SECURITY	7,105.00	7,105.00	923900	J059-0020-0416 Adjustment USD	Amortization of card reader maintenance agreement at various company facilities	Apr-2016			
2667	Other	TYCO INTEGRATED SECURITY	7,105.00	7,105.00	923900	J059-0020-0516 Adjustment USD	Amortization of card reader maintenance agreement at various company facilities	May-2016			
2668	Other	TYCO INTEGRATED SECURITY	7,105.00	7,105.00	923900	J059-0020-0616 Adjustment USD	Amortization of card reader maintenance agreement at various company facilities	Jun-2016			
2669	Other	TYCO INTEGRATED SECURITY	7,105.00	7,105.00	923900	J059-0020-0716 Adjustment USD	Amortization of card reader maintenance agreement at various company facilities	Jul-2016			
2670	Other	TYCO INTEGRATED SECURITY	7,105.00	7,105.00	923900	J059-0020-0816 Adjustment USD	Amortization of card reader maintenance agreement at various company facilities	Aug-2016			
2671	Other	TYCO INTEGRATED SECURITY	7,105.00	7,105.00	923900	J059-0020-0916 Adjustment USD	Amortization of card reader maintenance agreement at various company facilities	Sep-2016			
2672	Other	TYCO INTEGRATED SECURITY	7,105.00	7,105.00	923900	J059-0020-1016 Adjustment USD	Amortization of card reader maintenance agreement at various company facilities	Oct-2016			
2673	Other	TYCO INTEGRATED SECURITY	7,105.00	7,105.00	923900	J110-0100-0116 Adjustment USD	Amortization of card reader maintenance agreement at various company facilities	Jan-2016			
2674	Other	TYCO INTEGRATED SECURITY	7,105.00	7,105.00	923900	J110-0100-0216 Adjustment USD	Amortization of card reader maintenance agreement at various company facilities	Feb-2016			
2675	Other	TYCO INTEGRATED SECURITY	5,716.67	5,716.67	923900	J110-0100-1115 Adjustment USD	Amortization of card reader maintenance agreement at various company facilities	Nov-2015			
2676	Other	TYCO INTEGRATED SECURITY	5,716.63	5,716.63	923900	J110-0100-1215 Adjustment USD	Amortization of card reader maintenance agreement at various company facilities	Dec-2015			
2677	Other	URMEDIANOW INC	478.21	478.21	923900	3085	Media Monitoring Services- October Clip Month	Nov-2015			
2678	Other	URMEDIANOW INC	644.27	644.27	923900	3130	Media Monitoring Services- November Clip Month	Dec-2015			
2679	Other	URMEDIANOW INC	521.60	521.60	923900	3177	Media Monitoring Services- December Clip Month	Feb-2016			
2680	Other	URMEDIANOW INC	666.73	666.73	923100	3224	Media Monitoring Services- January Clip Month	Jul-2016			
2681	Other	URMEDIANOW INC	841.35	841.35	923100	3315	Media Monitoring Services- March Clip Month	Apr-2016			
2682	Other	URMEDIANOW INC	588.48	588.48	923100	3361	Media Monitoring Services- April Clip Month	May-2016			
2683	Other	URMEDIANOW INC	458.85	458.85	923100	3406	Media Monitoring Services- May Clip Month	Jun-2016			
2684	Other	URMEDIANOW INC	500.08	500.08	923100	3455	Media Monitoring Services- June Clip Month	Jul-2016			
2685	Other	URMEDIANOW INC	500.08	500.08	923100	3501	Media Monitoring Services- July Clip Month	Aug-2016			
2686	Other	URMEDIANOW INC	500.08	500.08	923100	3547	Media Monitoring Services- August Clip Month	Sep-2016			
2687	Other	URMEDIANOW INC	500.08	500.08	923100	3591	Media Monitoring Services- September Clip Month	Oct-2016			
2688	Other	US HEALTHWORKS MED GRP	33,723.27	33,723.27	923900	30-DEC-2015 11:12 SERV	Flu shot	Dec-2015			
2689	Other	UTILITIES INTERNATIONAL INC	315.00	315.00	923900	PPLSUPT1510	System consulting support 10/9/2015	Nov-2015			
2690	Other	UTILITIES INTERNATIONAL INC	3,555.17	3,555.17	923900	PPLSUPT1512	Consulting services - two days December 2015	Dec-2015			
2691	Other	UTILITIES INTERNATIONAL INC	315.00	315.00	923900	PPLSUPT1601	Consulting services	Feb-2016			
2692	Other	VANTAGE ENERGY CONSULTING LLC	3,252.40	3,252.40	923900	20150556	To assist in the review of environmental compliance plans per the direction of the KPSC	May-2016			
2693	Other	VANTAGE ENERGY CONSULTING LLC	9,490.89	9,490.89	923900	20151156	Work performed relating to the environmental compliance cases for the month of October 2015.	Nov-2015			
2694	Other	VANTAGE ENERGY CONSULTING LLC	4,094.64	4,094.64	923900	20151256	Expenses related to environmental compliance cases during January 2016.	Feb-2016			
2695	Other	VANTAGE ENERGY CONSULTING LLC	14,648.80	14,648.80	923900	20160856	Work performed relating to the environmental compliance cases during the month of August 2016.	Sep-2016			
2696	Other	WALGREENS	44.18	44.18	923900	29-FEB-2016 07:02 SERV	-WALGREENS #9005 #419295	Feb-2016			
2697	Other	WASTE MANAGEMENT NATIONAL	75.00	75.00	923100	23-NOV-2015 11:11 SERV	Non hazardous waste removal services	Nov-2015			
2698	Other	WE CAN DO THAT LLC	184.50	184.50	923900	70526161	Event planning service	Feb-2016			
2699	Other	WE CAN DO THAT LLC	1,473.77	1,473.77	923900	70526162	Event planning service	Mar-2016			
2700	Other	WE CAN DO THAT LLC	1,239.32	1,239.32	923900	70527163	Event planning service	Apr-2016			
2701	Other	WE CAN DO THAT LLC	1,251.20	1,251.20	923900	70527164	Event planning service	May-2016			

(A) Line No.	Type	Vendor Name	(B) Rate Case	(C) Audit	(D) Other	(E) Total	(F) Account	(G) Invoice	(H) Description	(I) Period
2702	Other	WE CAN DO THAT LLC			1,024.88	1,024.88	923900	70527165	Event planning service	Jun-2016
2703	Other	WE CAN DO THAT LLC			908.63	908.63	923900	70527166	Event planning service	Jul-2016
2704	Other	WE CAN DO THAT LLC			1,534.14	1,534.14	923900	70527167	Event planning service	Aug-2016
2705	Other	WE CAN DO THAT LLC			1,533.48	1,533.48	923900	705261511	Event planning service	Dec-2015
2706	Other	WE CAN DO THAT LLC			672.12	672.12	923900	70526INS16	Contract 70526 Insurance fee for 2016 event planning service	Apr-2016
2707	Other	WE CAN DO THAT LLC			2,079.97	2,079.97	923900	70526QTR4	Event planning service	Nov-2015
2708	Other	WEAREBLUEGRASS			1,561.28	1,561.28	923900	23-NOV-2015 11:11 SERV	Mammogram and flu shot post card home mailers	Nov-2015
2709	Other	WEAREBLUEGRASS			915.64	915.64	923900	27-MAY-2016 07:05 SERV	Healthy for Life home mailers	May-2016
2710	Other	WEAREBLUEGRASS			790.82	790.82	923900	29-FEB-2016 07:02 SERV	Mammogram and flu shot post card home mailers	Feb-2016
2711	Other	WEATHERBELL ANALYTICS			7.40	7.40	923900	28-SEP-2016 07:09 SERV	Weather service subscription	Sep-2016
2712	Other	WEATHERBELL ANALYTICS			7.60	7.60	923900	29-FEB-2016 07:02 SERV	Weather service subscription	Feb-2016
2713	Other	WELCH PRINTING CO INC			5,632.00	5,632.00	923100	98237	News Transmission Shell	Nov-2015
2714	Other	WELCH PRINTING CO INC			480.69	480.69	923900	23-NOV-2015 11:11 SERV	Flu shot postcard home mailer printing cost	Nov-2015
2715	Other	WELCH PRINTING CO INC			617.40	617.40	923900	27-APR-2016 09:04 SERV	Healthy for Life guide printing costs	Apr-2016
2716	Other	WELCH PRINTING CO INC			297.24	297.24	923900	29-FEB-2016 07:02 SERV	Healthy for Life guide printing costs	Feb-2016
2717	Other	WELCH PRINTING CO INC			222.81	222.81	923900	30-DEC-2015 11:12 SERV	Healthy for Life new hire newsletter printing cost	Dec-2015
2718	Other	Williams, David G			(46.75)	(46.75)	923900	242718	Expense Report Correction	Sep-2016
2719	Other	WILLIS KLEIN SAFELOCK			205.80	205.80	923900	\$1403699001	Installing new keystone codes	Dec-2015
2720	Other	WM EZPAY			(100.00)	(100.00)	923100	28-OCT-2015 08:10 SERV	Procard transaction correction	Dec-2015
2721	Other	XEROX CORP			98.48	98.48	923900	081910723	Office Services	Nov-2015
2722	Other	XEROX CORP			40.12	40.12	923900	082049072	Office Services	Nov-2015
2723	Other	XEROX CORP			76.83	76.83	923900	082308508	Office Services	Dec-2015
2724	Other	XEROX CORP			31.30	31.30	923900	082436037	Office Services	Dec-2015
2725	Other	XEROX CORP			71.13	71.13	923900	082734489	Office Services	Feb-2016
2726	Other	XEROX CORP			28.97	28.97	923900	082880016	Office Services	Feb-2016
2727	Other	XEROX CORP			67.69	67.69	923900	083537648	Office Services	Mar-2016
2728	Other	XEROX CORP			27.58	27.58	923900	083663936	Office Services	Mar-2016
2729	Other	XEROX CORP			50.99	50.99	923900	083953819	Office Services	Apr-2016
2730	Other	XEROX CORP			20.77	20.77	923900	084099403	Office Services	Apr-2016
2731	Other	XEROX CORP			58.27	58.27	923900	084355010	Office Services	May-2016
2732	Other	XEROX CORP			23.72	23.72	923900	084495236	Office Services	May-2016
2733	Other	XEROX CORP			43.63	43.63	923900	084735532	Office Services	Jun-2016
2734	Other	XEROX CORP			17.75	17.75	923900	084853357	Office Services	Jun-2016
2735	Other	XEROX CORP			80.74	80.74	923900	085555954	Office Services	Aug-2016
2736	Other	XEROX CORP			32.88	32.88	923900	085690094	Office Services	Aug-2016
2737	Other	XEROX CORP			52.23	52.23	923900	085953269	Office Services	Sep-2016
2738	Other	XEROX CORP			238.79	238.79	923900	139119963	Office Services	Nov-2015
2739	Other	XEROX CORP			48,239.47	48,239.47	923900	139119964	Office Services	Nov-2015
2740	Other	XEROX CORP			13,223.04	13,223.04	923900	139119965	Office Services	Nov-2015
2741	Other	XEROX CORP			3,101.83	3,101.83	923900	139119966	Office Services	Dec-2015
2742	Other	XEROX CORP			104.70	104.70	923900	139119967	Office Services	Nov-2015
2743	Other	XEROX CORP			48,223.69	48,223.69	923900	139561442	Office Services	Dec-2015
2744	Other	XEROX CORP			71.81	71.81	923900	139561443	Office Services	Dec-2015
2745	Other	XEROX CORP			17,942.74	17,942.74	923900	139561444	Office Services	Dec-2015
2746	Other	XEROX CORP			73.46	73.46	923900	139561445	Office Services	Dec-2015
2747	Other	XEROX CORP			43,399.84	43,399.84	923900	140105072	Office Services	Feb-2016
2748	Other	XEROX CORP			115.20	115.20	923900	140105073	Office Services	Feb-2016
2749	Other	XEROX CORP			47.51	47.51	923900	140105074	Office Services	Feb-2016
2750	Other	XEROX CORP			59.75	59.75	923900	140105075	Office Services	Feb-2016
2751	Other	XEROX CORP			10,552.35	10,552.35	923900	141099532	Office Services	Mar-2016
2752	Other	XEROX CORP			821.74	821.74	923900	141470561	Office Services	Apr-2016
2753	Other	XEROX CORP			55.47	55.47	923900	141470562	Office Services	Apr-2016
2754	Other	XEROX CORP			5.73	5.73	923900	141470563	Office Services	Apr-2016
2755	Other	XEROX CORP			6,675.45	6,675.45	923900	141558589	Office Services	Apr-2016
2756	Other	XEROX CORP			2,384.36	2,384.36	923900	142054983	Office Services	May-2016
2757	Other	XEROX CORP			3,232.81	3,232.81	923900	142554879	Office Services	Jun-2016
2758	Other	XEROX CORP			45,131.69	45,131.69	923900	300328090	Office Services	Mar-2016
2759	Other	XEROX CORP			38,493.67	38,493.67	923900	300334957	Office Services	Apr-2016
2760	Other	XEROX CORP			45,814.12	45,814.12	923900	300341639	Office Services	May-2016
2761	Other	XEROX CORP			31,224.18	31,224.18	923900	300348486	Office Services	Jun-2016
2762	Other	XEROX CORP			49,523.44	49,523.44	923900	300356379	Office Services	Aug-2016
2763	Other	XEROX CORP			78,213.62	78,213.62	923900	300363072	Office Services	Aug-2016
2764	Other	XEROX CORP			46,040.15	46,040.15	923900	300370710	Office Services	Sep-2016
2765	Other	XEROX CORP			53,954.23	53,954.23	923900	300377280	Office Services	Oct-2016
2766	Other	XEROX CORP			60.43	60.43	923900	714260262	Office Services	Oct-2016
2767	Other	XEROX CORP			36,135.54	36,135.54	923900	300322960A	Office Services	Mar-2016
2768	Other	XEROX CORP			3,764.98	3,764.98	923900	C00322960	Office Services	Aug-2016
2769	Other	XEROX CORP			(103.41)	(103.41)	923900	J017-0020-0116 IC Adj USD	Xerox Corporation - refund reference Invoice #C37719827	Jan-2016
2770	Other	XEROX CORP			26,546.24	26,546.24	923900	J703-0020-1016 Accrual USD	Office Services Accrual	Oct-2016
2771	Other	ZIP EXPRESS			12.43	12.43	923900	30-MAR-2016 08:03 SERV	Delivery Services	Mar-2016
2772	Other	ZIP EXPRESS			12.40	12.40	923900	30-MAR-2016 08:03 SERV	Delivery Services	Mar-2016
2773	Other	ZOOM GROUP			2,500.00	2,500.00	923100	23-NOV-2015 11:11 SERV	Delivery Services	Nov-2015
2774	Other	ZOOM GROUP			1,500.00	1,500.00	923100	27-APR-2016 09:04 SERV	Delivery Services	Apr-2016
2775		<b>Total Other</b>	-	-	<b>15,230,767.51</b>	<b>15,230,767.51</b>				
2776		<b>Grand Total</b>	-	<b>729,172.99</b>	<b>30,508,667.07</b>	<b>21,249,055.01</b>				
2777										
2778										
2779										
2780										
2781										
2782										
2783										

The hourly rates and time charged are not readily available within the system, please refer to the response to PSC-1, Question No. 50 for further details.

- (1) Change of Distribution will be processed to move from FERC 426
- (2) Change of Distribution will be processed to move to FERC 182
- (3) Change of Distribution will be processed to move to FERC 921
- (4) Change of Distribution will be processed to move to KU

**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 52**

**Responding Witness: Valerie L. Scott**

Q-52. 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 52a. 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 52b and provide detailed work papers 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 52b.
- 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 52c, and provide detailed work papers 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 52c.

A-52. a. See attached.

b. See attached.

c. See attached.

Louisville Gas and Electric Company							
Case No. 2016-00371							
Analysis of Advertising Expenses (Including Account No. 913) For the Twelve months ending October 31, 2016							
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	65,614	6,948	7,948	-	21,144	101,655
2.	Magazines and Other	60,705	-	7,366	-	-	68,071
3.	Television	61,726	22,377	9,800	-	-	93,904
4.	Radio	115,042	326	(22,218)	-	-	93,150
5.	Direct Mail	-	-	566,295	-	-	566,295
6.	Other (community events, etc.)	446,623	48,505	527,802	-	-	1,022,930
7.	Total Electric	749,710	78,157	1,096,994	-	21,144	1,946,005
8.	Amount Assigned to Ky Retail Electric	749,710	78,157	1,096,994	-	21,144	1,946,005
	Gas:						
9.	Newspaper	28,120	2,963	3,406	-	9,062	43,552
10.	Magazines and Other	26,016	-	5,527	-	-	31,544
11.	Television	26,454	9,590	4,200	-	-	40,244
12.	Radio	49,304	140	293	-	-	49,736
13.	Direct Mail	-	-	95,692	-	-	95,692
14.	Other (community events, etc.)	191,314	20,788	191,565	-	-	403,667
15.	Total Gas	321,209	33,481	300,683	-	9,062	664,435
16.	Amount Assigned to Kentucky Retail Gas	321,209	33,481	300,683	-	9,062	664,435

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 includes \$8,823 in costs that were coded here incorrectly. These costs will be reclassified to appropriate accounts in November.

Column (d) is Account 909 advertising and Account 908 DSM expenses. All DSM expenses have been removed through the DSM proforma adjustments.

Column (e) Rate Case expenses are recorded as regulatory asset (Accounts 182) and subsequently amortized into Account 928.

Column (f) is related to public notices for ECR and solar, Account 928.

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

Electric	70.0%
Gas	30.0%
Total	<u>100%</u>

Louisville Gas and Electric Company Case No. 2016-00371		
Analysis of Account No. 930 - Miscellaneous General Expenses For the 12 Months ended October 31, 2016		
Line No.	Item (a)	Amount (b)
	Electric:	
1.	Industry Association Dues	\$ 680,735
2.	Stockholder and Debt Service Expenses	73,625
3.	Institutional Advertising	78,157
4.	Conservation Advertising	-
5.	Rate Department Load Studies	-
6.	Director's Fees and Expenses	86,208
7.	Dues and Subscriptions	-
8.	Market Research and Consulting Expense	1,882,110
9.	Miscellaneous	422,497
10.	Total Electric	3,223,332
11.	Amount Assigned to Kentucky Retail Electric	\$ 3,223,332
	Gas:	
1.	Industry Association Dues	\$ 238,322
2.	Stockholder and Debt Service Expenses	31,554
3.	Institutional Advertising	33,481
4.	Conservation Advertising	-
5.	Rate Department Load Studies	-
6.	Director's Fees and Expenses	36,946
7.	Dues and Subscriptions	-
8.	Market Research and Consulting Expense	-
9.	Miscellaneous	128,088
10.	Total Gas	468,391
11.	Amount Assigned to Kentucky Retail Gas	\$ 468,391

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. 2016-00371**

**Analysis of Account No. 930 - Miscellaneous General Expenses  
For the 12 Months ended October 31, 2016**

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost	Electric	Gas
201511	BRACEWELL AND GIULIANI LLP	11032015	ELECTRIC RELIABILITY COOR. COUNCIL	5,438.97	3,807.28	1,631.69
201511	HUNTON AND WILLIAMS LLP	102095351	MEMBERSHIP	4,089.11	4,089.11	
201511	KENTUCKY CHAMBER OF COMMERCE	20852015	KENTUCKY CHAMBER OF COMMERCE Annual Dues	24,948.00	17,463.60	7,484.40 (2)
201511	NATIONAL COAL COUNCIL	NATION1118615	2016 MEMBER DUES	2,880.00	2,880.00	
201511	SOUTHERN COMPANY	49343	Monthly shared costs in accordance with SERTP "Shared Cost Agreement".	3,481.43	3,481.43	
201511	WCS Spreadsheet A 27764 36693568	J036-0020-1115 Adjustment USD	To record EPRI Prepaid Amortization	2,843.96	2,843.96	
201511	WCS Spreadsheet A 27764 36704252	J110-0100-1115 Adjustment USD	AGA - AGA Expense	14,839.03		14,839.03
201511	WCS Spreadsheet A 27764 36704252	J110-0100-1115 Adjustment USD	EEL Dues - Expense	21,806.09	21,806.09	
201511	WCS Spreadsheet A 27764 36704252	J110-0100-1115 Adjustment USD	EEL UARG - Expense	7,488.08	7,488.08	
201511	WCS Spreadsheet A 27764 36704252	J110-0100-1115 Adjustment USD	Steptoe & Johnson - Expense	1,713.54	1,713.54	
201512	AMERICAN COAL ASH ASSOCIATION	AMERIC121415	MEMBER DUES	7,200.00	7,200.00	
201512	AMERICAN COAL COUNCIL	3295	MEMBER DUES	1,344.00	1,344.00	
201512	BAKER BOTTS LLP	BAKERB112315	DUES	30,000.00	30,000.00	
201512	BRACEWELL AND GIULIANI LLP	12022015	ELECTRIC RELIABILITY COOR. COUNCIL	5,445.19	3,811.63	1,633.56
201512	CHARTWELL INC	30416	Chartwell Outage Communication Research Council Invoice #30416	6,207.70	4,345.39	1,862.31
201512	HUNTON AND WILLIAMS LLP	102096714	MEMBER SERVICES	2,866.14	2,866.14	
201512	HUNTON AND WILLIAMS LLP	102097419	MEMBER SERVICES	2,298.45	2,298.45	
201512	ONE TIME VENDOR	KENTUCKYASSOCIATIONOFMANUFAC	KAM Membership Dues Investment	6,600.00	4,620.00	1,980.00
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	BOSTON COLLEGE CONTR OFF #774258	2,250.00	1,575.00	675.00 (5)
201512	WCS Spreadsheet A 27764 37020289	J036-0020-1215 Adjustment USD	To record EPRI Prepaid Amortization	2,843.96	2,843.96	
201512	WCS Spreadsheet A 27764 37030708	J110-0100-1215 Adjustment USD	AGA - AGA Expense	14,839.02		14,839.02
201512	WCS Spreadsheet A 27764 37030708	J110-0100-1215 Adjustment USD	EEL Dues - Expense	21,806.11	21,806.11	
201512	WCS Spreadsheet A 27764 37030708	J110-0100-1215 Adjustment USD	EEL UARG - Expense	7,488.02	7,488.02	
201512	WCS Spreadsheet A 27764 37030708	J110-0100-1215 Adjustment USD	Steptoe & Johnson - Expense	1,713.55	1,713.55	
201601	HUNTON AND WILLIAMS LLP	102099019	MEMBERSHIP MONTHLY SERV	5,703.58	5,703.58	
201601	HUNTON AND WILLIAMS LLP	HUNTON010616	DUES	13,300.00	13,300.00	
201601	HUNTON AND WILLIAMS LLP	HUNTON120315	DUES	12,250.00	12,250.00	
201601	NATIONAL COAL TRANSPORTATION ASSOCIATION	160066	MEMBERSHIP 2015	768.00	768.00	
201601	WCS Spreadsheet A 27764 37312783	J110-0100-0116 Adjustment USD	AGA - AGA Expense	15,729.41		15,729.41
201601	WCS Spreadsheet A 27764 37312783	J110-0100-0116 Adjustment USD	EEL Dues - Expense	24,198.87	24,198.87	
201601	WCS Spreadsheet A 27764 37312783	J110-0100-0116 Adjustment USD	EEL UARG - Expense	8,238.31	8,238.31	
201601	WCS Spreadsheet A 27764 37312783	J110-0100-0116 Adjustment USD	Steptoe & Johnson - Expense	2,005.21	2,005.21	
201602	BRACEWELL AND GIULIANI LLP	02052016	ELECTRIC RELIABILITY COOR. COUNCIL	5,685.57	3,979.90	1,705.67
201602	KENTUCKY CLEAN FUELS COALITION	KENTUC022516	ANNUAL MEMBERSHIP	3,000.00		3,000.00
201602	KENTUCKY COAL ASSOCIATION	KENTUC120915	DUES 2016	842.69	842.69	
201602	QBP Spreadsheet A 27221 37609999	J205-0020-0216 Adjustment USD	Book Center for Energy Workforce Development Charges from PPL Services	3,062.50	2,143.75	918.75
201602	SNW Spreadsheet A 27138 37588216	J110-0100-0216 Adjustment USD	AGA Expense	15,729.41		15,729.41
201602	SNW Spreadsheet A 27138 37588216	J110-0100-0216 Adjustment USD	EEL Dues - Expense	24,198.87	24,198.87	
201602	SNW Spreadsheet A 27138 37588216	J110-0100-0216 Adjustment USD	EEL UARG - Expense	8,238.31	8,238.31	
201602	SNW Spreadsheet A 27138 37588216	J110-0100-0216 Adjustment USD	Steptoe & Johnson - Expense	2,005.21	2,005.21	
201602	US BANK NATIONAL ASSOCIATION ND	27-JAN-2016 09:01 LUTL	BULLITT COUNTY CHAMBER #968504	1,000.00	700.00	300.00 (2)
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	Industrial Asset Management Council Company Dues #418396	592.20	414.54	177.66
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	THE INST OF INT AUDITO #162864	1,122.75	785.93	336.83
201603	BRACEWELL AND GIULIANI LLP	01132016	ELECTRIC RELIABILITY COOR. COUNCIL	5,974.62	4,182.23	1,792.39
201603	BRACEWELL AND GIULIANI LLP	03102016	ELECTRIC RELIABILITY COOR. COUNCIL	5,659.19	3,961.43	1,697.76
201603	CHARTWELL INC	30580	Chartwell Research Invoice 30580	7,357.70	5,150.39	2,207.31
201603	CYBERTECH INC	503473B	DUES	4,398.90	3,079.23	1,319.67
201603	FAA-WCS Spreadsheet A 27764 37911120	J110-0100-0316 Adjustment USD	AGA Expense	15,729.41		15,729.41
201603	FAA-WCS Spreadsheet A 27764 37911120	J110-0100-0316 Adjustment USD	EEL Dues - Expense	24,198.87	24,198.87	
201603	FAA-WCS Spreadsheet A 27764 37911120	J110-0100-0316 Adjustment USD	EEL UARG - Expense	8,238.31	8,238.31	
201603	FAA-WCS Spreadsheet A 27764 37911120	J110-0100-0316 Adjustment USD	EEL USWAG - Expense	5,400.00	5,400.00	
201603	FAA-WCS Spreadsheet A 27764 37911120	J110-0100-0316 Adjustment USD	Steptoe & Johnson - Expense	2,005.21	2,005.21	
201603	FAA-WCS Spreadsheet A 27764 37911344	J079-0100-0316 Adjustment USD	LG&E NATF - Expense	4,709.10	4,709.10	
201603	HUNTON AND WILLIAMS LLP	102100548	MEMBERSHIP MONTHLY SERV	3,279.46	3,279.46	
201603	HUNTON AND WILLIAMS LLP	102101840	SERVICES	3,553.26	3,553.26	
201603	UNIVERSITY OF MISSOURI-FRI/PUD	161023	Financial Research Institute / Public Utility Division Advisory Board Appointment DUES	4,700.00	3,290.00	1,410.00

**Louisville Gas and Electric Company  
Case No. 2016-00371**

**Analysis of Account No. 930 - Miscellaneous General Expenses  
For the 12 Months ended October 31, 2016**

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost	Electric	Gas
201604	BRACEWELL AND GIULIANI LLP	21645352	ELECTRIC RELIABILITY COOR. COUNCIL	5,656.38	3,959.47	1,696.91
201604	FAA-WCS Spreadsheet A 27764 38171304	J110-0100-0416 Adjustment USD	AGA Expense	15,729.41		15,729.41
201604	FAA-WCS Spreadsheet A 27764 38171304	J110-0100-0416 Adjustment USD	EEl Dues - Expense	24,198.87	24,198.87	
201604	FAA-WCS Spreadsheet A 27764 38171304	J110-0100-0416 Adjustment USD	EEl UARG - Expense	8,238.31	8,238.31	
201604	FAA-WCS Spreadsheet A 27764 38171304	J110-0100-0416 Adjustment USD	EEl USWAG - Expense	1,800.00	1,800.00	
201604	FAA-WCS Spreadsheet A 27764 38171304	J110-0100-0416 Adjustment USD	Steptoe & Johnson - Expense	2,005.21	2,005.21	
201604	FAA-WCS Spreadsheet A 27764 38171815	J079-0100-0416 Adjustment USD	LG&E NATF - Expense	1,569.70	1,569.70	
201604	OHIO RIVER VALLEY WOMENS	201633	MEMBERSHIP	1,031.25	721.88	309.38
201605	BAKER BOTTS LLP	BAKERB050316	CLEASS REG.RESPONSE GRP	893.00	893.00	
201605	BAKER BOTTS LLP	BAKERB051016	CLEASS OF 85 REGULATORY GRP.	1,216.00	1,216.00	
201605	BAKER BOTTS LLP	C85051216	CLEASS OF 85 REG. GRP.	1,216.00	1,216.00	
201605	BAKER BOTTS LLP	CCI201605	CLEASS OF 85 REGULATORY GRP.	893.00	893.00	
201605	BRACEWELL AND GIULIANI LLP	061548000001	ELECTRIC RELIABILITY COOR. COUNCIL	5,541.65	3,879.16	1,662.50
201605	FAA-WCS Spreadsheet A 27764 38458803	J110-0100-0516 Adjustment USD	AGA Expense	15,729.41		15,729.41
201605	FAA-WCS Spreadsheet A 27764 38458803	J110-0100-0516 Adjustment USD	EEl Dues - Expense	24,198.87	24,198.87	
201605	FAA-WCS Spreadsheet A 27764 38458803	J110-0100-0516 Adjustment USD	EEl UARG - Expense	8,238.31	8,238.31	
201605	FAA-WCS Spreadsheet A 27764 38458803	J110-0100-0516 Adjustment USD	EEl USWAG - Expense	1,800.00	1,800.00	
201605	FAA-WCS Spreadsheet A 27764 38458803	J110-0100-0516 Adjustment USD	Steptoe & Johnson - Expense	2,005.21	2,005.21	
201605	FAA-WCS Spreadsheet A 27764 38466959	J079-0100-0516 Adjustment USD	LG&E NATF - Expense	1,569.70	1,569.70	
201605	HUNTON AND WILLIAMS LLP	102103479	MONTHLY SERVICE	3,444.92	3,444.92	
201606	BRACEWELL AND GIULIANI LLP	21650951	ELECTRIC RELIABILITY COOR. COUNCIL	5,547.12	3,882.98	1,664.14
201606	FAA-WCS Spreadsheet A 27764 38679136	J079-0100-0616 Adjustment USD	LG&E NATF - Expense	1,569.70	1,569.70	
201606	FAA-WCS Spreadsheet A 27764 38737392	J110-0100-0616 Adjustment USD	AGA Expense	15,729.41		15,729.41
201606	FAA-WCS Spreadsheet A 27764 38737392	J110-0100-0616 Adjustment USD	EEl Dues - Expense	24,198.87	24,198.87	
201606	FAA-WCS Spreadsheet A 27764 38737392	J110-0100-0616 Adjustment USD	EEl UARG - Expense	8,238.31	8,238.31	
201606	FAA-WCS Spreadsheet A 27764 38737392	J110-0100-0616 Adjustment USD	EEl USWAG - Expense	1,800.00	1,800.00	
201606	FAA-WCS Spreadsheet A 27764 38737392	J110-0100-0616 Adjustment USD	Steptoe & Johnson - Expense	2,005.21	2,005.21	
201606	Woodworth, Steve E	742760	Dues - Company Dues/Memberships	633.60	633.60	
201607	BAKER BOTTS LLP	BAKERB072616	FEES	893.00	893.00	
201607	BAKER BOTTS LLP	BAKERB072616A	REGULATORY RESPONSE GROUP	1,216.00	1,216.00	
201607	FAA-WCS Spreadsheet A 27764 38982245	J079-0100-0716 Adjustment USD	LG&E NATF - Expense	1,569.70	1,569.70	
201607	FAA-WCS Spreadsheet A 27764 38993129	J110-0100-0716 Adjustment USD	AGA Expense	15,729.41		15,729.41
201607	FAA-WCS Spreadsheet A 27764 38993129	J110-0100-0716 Adjustment USD	EEl Dues - Expense	24,198.87	24,198.87	
201607	FAA-WCS Spreadsheet A 27764 38993129	J110-0100-0716 Adjustment USD	EEl UARG - Expense	8,238.31	8,238.31	
201607	FAA-WCS Spreadsheet A 27764 38993129	J110-0100-0716 Adjustment USD	EEl USWAG - Expense	1,800.00	1,800.00	
201607	FAA-WCS Spreadsheet A 27764 38993129	J110-0100-0716 Adjustment USD	Steptoe & Johnson - Expense	2,005.21	2,005.21	
201607	HUNTON AND WILLIAMS LLP	102104781	MEMBERSHIP	2,668.21	2,668.21	
201607	HUNTON AND WILLIAMS LLP	102105908	MEMBERSHIP	3,772.10	3,772.10	
201607	SOUTHEASTERN ELECTRIC EXCHANGE	3715	MEMBERSHIP DUES	6,541.00	6,541.00	
201607	UTILITIES TELECOM COUNCIL	UTILIT070116	MEMBERSHIP	7,950.00	5,565.00	2,385.00
201607	WATERWAYS COUNCIL INC	53406	MEMBERSHIP DUES	5,627.41	5,627.41	
201608	CHARTWELL INC	30697	Outage Communications Research Council	6,529.70	4,570.79	1,958.91
201608	FAA-WCS Spreadsheet A 27764 39247665	J079-0100-0816 Adjustment USD	LG&E NATF - Expense	1,569.70	1,569.70	
201608	FAA-WCS Spreadsheet A 27764 39279508	J110-0100-0816 Adjustment USD	AGA Expense	15,729.41		15,729.41
201608	FAA-WCS Spreadsheet A 27764 39279508	J110-0100-0816 Adjustment USD	EEl Dues - Expense	24,198.87	24,198.87	
201608	FAA-WCS Spreadsheet A 27764 39279508	J110-0100-0816 Adjustment USD	EEl UARG - Expense	8,238.31	8,238.31	
201608	FAA-WCS Spreadsheet A 27764 39279508	J110-0100-0816 Adjustment USD	EEl USWAG - Expense	1,800.00	1,800.00	
201608	FAA-WCS Spreadsheet A 27764 39279508	J110-0100-0816 Adjustment USD	Steptoe & Johnson - Expense	2,005.21	2,005.21	
201608	HUNTON AND WILLIAMS LLP	102107045	SERVICES	4,224.82	4,224.82	
201609	BAKER BOTTS LLP	C85081916	CLEASS OF 85 REGULATORY RESPONSE GRP	1,216.00	1,216.00	
201609	BAKER BOTTS LLP	CCI070616	FEES	893.00	893.00	
201609	BAKER BOTTS LLP	CCI080516	FEES	893.00	893.00	
201609	FAA-SNW Spreadsheet A 27138 39532122	J110-0100-0916 Adjustment USD	AGA Expense	15,729.41		15,729.41
201609	FAA-SNW Spreadsheet A 27138 39532122	J110-0100-0916 Adjustment USD	EEl Dues - Expense	24,198.87	24,198.87	
201609	FAA-SNW Spreadsheet A 27138 39532122	J110-0100-0916 Adjustment USD	EEl UARG - Expense	8,238.31	8,238.31	
201609	FAA-SNW Spreadsheet A 27138 39532122	J110-0100-0916 Adjustment USD	EEl USWAG - Expense	1,800.00	1,800.00	
201609	FAA-SNW Spreadsheet A 27138 39532122	J110-0100-0916 Adjustment USD	Steptoe & Johnson - Expense	2,005.21	2,005.21	
201609	FAA-WCS Spreadsheet A 27764 39487925	J079-0100-0916 Adjustment USD	LG&E NATF - Expense	1,569.70	1,569.70	
201609	HUNTON AND WILLIAMS LLP	102108220	MEMBERSHIP	2,757.01	2,757.01	

**Louisville Gas and Electric Company  
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**Analysis of Account No. 930 - Miscellaneous General Expenses  
For the 12 Months ended October 31, 2016**

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost	Electric	Gas
201609	NORTH AMERICAN ENEGY STANDARDS BOARD	8089	MEMEBERSHIP RENEWAL	2,380.00	2,380.00	
201609	STORMGEO INC	47551	-StormGeo. Weather support services. Invoice 47551.	3,420.40	3,420.40	
201610	BAKER BOTTS LLP	C85092016	CLEASS OF 85 REG. RESPONSE GRP	1,216.00	1,216.00	
201610	BAKER BOTTS LLP	CCI092816	SERVICES	893.00	893.00	
201610	Brumfield, Frances	784902	Dues - Company Dues/Memberships	1,518.00	1,062.60	455.40
201610	FAA-WCS Spreadsheet A 27764 39779077	J079-0100-1016 Adjustment USD	LG&E NATF - Expense	1,569.70	1,569.70	
201610	FAA-WCS Spreadsheet A 27764 39787245	J110-0100-1016 Adjustment USD	AGA Expense	15,729.41		15,729.41
201610	FAA-WCS Spreadsheet A 27764 39787245	J110-0100-1016 Adjustment USD	EEL Dues - Charges from PPL - Expense	24,198.87	24,198.87	
201610	FAA-WCS Spreadsheet A 27764 39787245	J110-0100-1016 Adjustment USD	EEL UARG - Expense	8,238.31	8,238.31	
201610	FAA-WCS Spreadsheet A 27764 39787245	J110-0100-1016 Adjustment USD	EEL USWAG - Expense	1,800.00	1,800.00	
201610	FAA-WCS Spreadsheet A 27764 39787245	J110-0100-1016 Adjustment USD	Steptoe & Johnson - Expense	2,005.21	2,005.21	
201610	HUNTON AND WILLIAMS LLP	102109396	MONTHLY MEMBERSHIP	2,916.38	2,916.38	
201610	Walker, Barry Russell	783800	Dues - Company Dues/Memberships	10,000.00		10,000.00
Various	Miscellaneous	Various	Various transactions under \$500	5,362.91	4,278.68	1,084.23
<b>Total Association Dues</b>				<b>919,056.63</b>	<b>680,735.04</b>	<b>238,321.59</b>

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost	Electric	Gas
201602	CAD-QBP Spreadsheet A 27221 37611695	J201-0020-0216 Prior Period Adjustment U	Investor Relations - Non-Labor Charges from PPL Services Corporation	1,849.00	1,294.30	554.70
201602	CAD-QBP Spreadsheet A 27221 37611759	J043-0020-0216 Adjustment USD	Prepare for Annual Meeting - Non-Labor Charges from PPL Services Corporation	4,489.65	3,142.76	1,346.90
201602	CAD-QBP Spreadsheet A 27221 37611759	J043-0020-0216 Adjustment USD	Investor Relations - Non-Labor Charges from PPL Services Corporation	3,514.39	2,460.07	1,054.32
201603	CAD-QBP Spreadsheet A 27221 37926362	J043-0020-0316 Adjustment USD	Prepare for Annual Meeting - Non-Labor Charges from PPL Services Corporation	5,958.09	4,170.66	1,787.43
201603	CAD-QBP Spreadsheet A 27221 37926362	J043-0020-0316 Adjustment USD	Investor Relations - Non-Labor Charges from PPL Services Corporation	1,196.26	837.38	358.88
201604	CAD-QBP Spreadsheet A 27221 38191680	J043-0020-0416 Adjustment USD	Prepare for Annual Meeting - Non-Labor Charges from PPL Services Corporation	1,247.13	872.99	374.14
201604	CAD-QBP Spreadsheet A 27221 38191680	J043-0020-0416 Adjustment USD	Investor Relations - Non-Labor Charges from PPL Services Corporation	2,580.00	1,806.00	774.00
201605	CAD-QBP Spreadsheet A 27221 38491636	J043-0020-0516 Adjustment USD	Prepare for Annual Meeting - Non-Labor Charges from PPL Services Corporation	49,560.39	34,692.27	14,868.12
201605	CAD-QBP Spreadsheet A 27221 38491636	J043-0020-0516 Adjustment USD	Investor Relations - Non-Labor Charges from PPL Services Corporation	3,177.27	2,224.09	953.18
201606	CAD-QBP Spreadsheet A 27221 38757514	J043-0020-0616 Adjustment USD	Prepare for Annual Meeting - Non-Labor Charges from PPL Services Corporation	23,161.41	16,212.99	6,948.42
201606	CAD-QBP Spreadsheet A 27221 38757514	J043-0020-0616 Adjustment USD	Investor Relations - Non-Labor Charges from PPL Services Corporation	2,974.31	2,082.02	892.29
201608	CAD-QBP Spreadsheet A 27221 39291450	J043-0020-0816 Prior Period Adjustment U	Prepare for Annual Meeting - Non-Labor Charges from PPL Services Corporation	10,236.24	7,165.37	3,070.87
201608	CAD-QBP Spreadsheet A 27221 39291450	J043-0020-0816 Prior Period Adjustment U	Investor Relations - Non-Labor Charges from PPL Services Corporation	2,474.22	1,731.95	742.27
201608	CAD-QBP Spreadsheet A 27221 39240900	J200-0020-0816 Prior Period Adjustment U	Prepare for Annual Meeting - Non-Labor Charges from PPL Services Corporation	(10,157.67)	(7,110.37)	(3,047.30)
201610	CAD-QBP Spreadsheet A 27221 39796959	J043-0020-1016 Adjustment USD	Investor Relations - Non-Labor Charges from PPL Services Corporation	2,918.41	2,042.89	875.52
<b>Total Stockholder and Debt Service Expenses</b>				<b>105,179.10</b>	<b>73,625.37</b>	<b>31,553.73</b>

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Invoice Line or Journal Line Description	Total Cost	Electric	Gas
201511	SCOPPECHIO	1593180	Ads for Corporate Responsibility	7,800.00	5,460.00	2,340.00
201511	SCOPPECHIO	1633350	Ads for Corporate Responsibility	15,600.00	10,920.00	4,680.00
201511	SCOPPECHIO	163347	Scoppechio Invoice 163347, Scoppechio Living Green and Sports Adv	4,675.00	3,272.50	1,402.50
201511	SCOPPECHIO	1633700000	Invoice # 163370-0000; Contract #91794 Refreshed LG&E's existing TARC Queen bus ad for the Helping	2,442.60	1,709.82	732.78
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	PFG*PROFORMA Promotional items #774258	1,668.79	1,168.15	500.64 (4)
201512	SCOPPECHIO	1660940	Ads for Corporate Responsibility	7,800.00	5,460.00	2,340.00
201512	SCOPPECHIO	166095	Television advertisements during local programming	3,962.76	2,773.93	1,188.83
201512	SCOPPECHIO	166097	Broadcast Media Invoice - Television Energy Matters	7,483.72	5,238.60	2,245.12
201512	SCOPPECHIO	1686130000	Local print advertisements	1,448.07	1,013.65	434.42
201512	SCOPPECHIO	168688	Broadcast Media Invoice - Television WKYT Sports and Energy Matters	2,005.12	1,403.58	601.54
201512	SCOPPECHIO	168690	Broadcast Media Invoice - Television Live Green	3,038.80	2,127.16	911.64
201512	US BANK NATIONAL ASSOCIATION ND	02-DEC-2015 09:12 SERV	DIVERSITYCOMM INC. #853756	2,842.00	1,989.40	852.60
201601	WE CAN DO THAT LLC	70526QR116	Invoice #70526-QR116 - We Can Do That - Contract # 70526	1,250.00	875.00	375.00
201602	SCOPPECHIO	171393	Scoppechio-Broadcast Media Invoice-Television CPA 91794 Invoice#171393 WLKY-TV and Time Warner Cable	8,500.00	5,950.00	2,550.00
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	AIA CRP Promotional items #774258	6,118.81	4,283.17	1,835.64 (4)

**Louisville Gas and Electric Company  
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**Analysis of Account No. 930 - Miscellaneous General Expenses  
For the 12 Months ended October 31, 2016**

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost	Electric	Gas
201604	US BANK NATIONAL ASSOCIATION ND	27-APR-2016 09:04 SERV	KENTUCKY PRESS ASSOCIATIO #429242	1,055.55	738.89	316.67 (7)
201604	WE CAN DO THAT LLC	70527QRT	Invoice # 70527-QRT 1 Contract #70526 - Contract Fee for April, May and June	1,250.00	875.00	375.00
201606	WE CAN DO THAT LLC	70527Q316	Invoice #70527-Q3/16 Contract fee for July, August & September - Contract #70526	1,250.00	875.00	375.00
201608	US BANK NATIONAL ASSOCIATION ND	29-AUG-2016 06:08 SERV	PFPG*PROFORMA #347300 Bags and hard hats for advertisement at fair	21,171.14	14,819.80	6,351.34 (4)
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-KENTUCKY PRESS ASSOCIATIO #429242	8,822.56	6,175.79	2,646.77 (7)
Various	Miscellaneous	Various	Various transactions under \$500	1,453.32	1,027.38	425.94
<b>Total Institutional Advertising</b>				<b>111,638.24</b>	<b>78,156.82</b>	<b>33,481.42</b>

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost	Electric	Gas
201602	CAD-QBP Spreadsheet A 27221 37611695	J201-0020-0216 Prior Period Adjustment U:	Board Services - Non-Labor Charges from PPL Services Corporation	71,752.50	50,226.75	21,525.75
201602	CAD-QBP Spreadsheet A 27221 37611759	J043-0020-0216 Adjustment USD	Board Services - Non-Labor Charges from PPL Services Corporation	995.85	697.10	298.76
201604	CAD-QBP Spreadsheet A 27221 38191680	J043-0020-0416 Adjustment USD	Board Services - Non-Labor Charges from PPL Services Corporation	47,052.90	32,937.03	14,115.87
201606	CAD-QBP Spreadsheet A 27221 38757514	J043-0020-0616 Adjustment USD	Board Services - Non-Labor Charges from PPL Services Corporation	2,432.43	1,702.70	729.73
201609	CAD-QBP Spreadsheet A 27221 39548349	J043-0020-0916 Prior Period Adjustment U:	Board Services - Non-Labor Charges from PPL Services Corporation	920.16	644.11	276.05
<b>Total Director's Fees and Expenses</b>				<b>123,153.84</b>	<b>86,207.69</b>	<b>36,946.15</b>

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost	Electric	Gas
201511	INSIGHT SERVICES INC	148133	Invoice # 148133 - Demulsibility Study	5,076.00	5,076.00	
201511	KMK Spreadsheet A 28005 36578182	J176-0100-1115 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201511	WCS Spreadsheet A 27764 36693568	J036-0020-1115 Adjustment USD	To record EPRI Prepaid Amortization	122,486.02	122,486.02	
201511	Labor and Burden	Labor and Burden	Research and Development Labor and Burdens	9,722.85	9,722.85	
201511	Reverses "J701-0020-1015 Adjustment USD"05-NOV-15 08:02:56 - 36428495	Reverses "J701-0020-1015 Adjustment USD	TestOil 14k, HDR 5k	(6,460.00)	(6,460.00)	
201512	HDR ENGINEERING INC	458532HREV	Invoice # 458532-H Rev; Professional Engineering Services for Energy Storage Demonstration	1,789.41	1,789.41	
201512	RAR-KMK Spreadsheet A 28005 36946635	J176-0100-1215 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201512	UNIVERSITY OF TEXAS AT AUSTIN	093112715	Invoice # 093-112715 - Texas Carbon Management Program for CO2 capture by aqueous absorption/ strip	27,000.00	27,000.00	
201512	WCS Spreadsheet A 27764 37020289	J036-0020-1215 Adjustment USD	To record EPRI Prepaid Amortization	122,486.02	122,486.02	
201512	Labor and Burden	Labor and Burden	Research and Development Labor and Burdens	11,177.44	11,177.44	
201601	BLF Spreadsheet A 28183 37245713	J220-0020-0116 Adjustment USD	EPRI	(810.00)	(810.00)	
201601	RAR-KMK Spreadsheet A 28005 37290791	J176-0100-0116 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201601	Labor and Burden	Labor and Burden	Research and Development Labor and Burdens	12,834.40	12,834.40	
201602	RAR-KMK Spreadsheet A 28005 37537739	J176-0100-0216 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201602	Labor and Burden	Labor and Burden	Research and Development Labor and Burdens	11,540.40	11,540.40	
201603	BLOOMBERG FINANCE LP	5603276494	Invoice # 5603276494 - Americas Insight	21,648.04	21,648.04	
201603	FAA-WCS Spreadsheet A 27764 37911519	J036-0020-0316 Adjustment USD	To record 3 months of EPRI Prepaid Amortization	367,986.08	367,986.08	
201603	GEORGIA TECH RESEARCH CORPORATION	BORA595EE	Invoice # BO/RA595-EE, Renewal for R&D Membership	19,260.00	19,260.00	
201603	KENTUCKY STATE TREASURER	01-APR-2016 12:50KY U	PY Sales Tax	1,298.88	1,298.88	
201603	RAR-KMK Spreadsheet A 28005 37864554	J176-0100-0316 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201603	Labor and Burden	Labor and Burden	Research and Development Labor and Burdens	11,479.64	11,479.64	
201604	CEATI INTERNATIONAL INC	160145	Invoice # 160145 - 2016 Transmission Line Asset Management Technical Program Services	3,717.00	3,717.00	
201604	FAA-WCS Spreadsheet A 27764 38170163	J036-0020-0416 Adjustment USD	To record EPRI Prepaid Amortization	122,662.03	122,662.03	
201604	RAR-EJS Spreadsheet A 26849 38161651	J176-0100-0416 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201604	Labor and Burden	Labor and Burden	Research and Development Labor and Burdens	7,003.22	7,003.22	
201605	FAA-SNW Spreadsheet A 27138 38467565	J221-0100-0516 Adjustment USD	Correct EPRI-274 Expense for R&D	42,375.78	42,375.78	
201605	FAA-SNW Spreadsheet A 27138 38467565	J221-0100-0516 Adjustment USD	Correct EPRISUP Expense for R&D	(28,746.67)	(28,746.67)	
201605	FAA-SNW Spreadsheet A 27138 38467589	J036-0020-0516 Adjustment USD	To record EPRI Prepaid Amortization	126,069.30	126,069.30	
201605	RAR-EJS Spreadsheet A 26849 38446548	J176-0100-0516 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201605	Labor and Burden	Labor and Burden	Research and Development Labor and Burdens	13,408.16	13,408.16	
201606	FAA-WCS Spreadsheet A 27764 38679211	J036-0020-0616 Adjustment USD	To record EPRI Prepaid Amortization	188,183.99	188,183.99	
201606	PAY-PJS Spreadsheet A 8692 38670331	J304-0020-0616 Adjustment USD	Relocation Cost	4,553.50	4,553.50	
201606	RAR-EJS Spreadsheet A 26849 38689519	J176-0100-0616 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201606	Labor and Burden	Labor and Burden	Research and Development Labor and Burdens	22,190.79	22,190.79	
201607	CAD-TAB Spreadsheet A 8386 38972379	J201-0020-0716 Prior Period Adjustment U:	Allocation Correction	(70,841.18)	(70,841.18)	

**Louisville Gas and Electric Company  
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**Analysis of Account No. 930 - Miscellaneous General Expenses  
For the 12 Months ended October 31, 2016**

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost	Electric	Gas
201607	FAA-WCS Spreadsheet A 27764 38983397	J036-0020-0716 Adjustment USD	To record EPRI Prepaid Amortization	126,069.30	126,069.30	
201607	INSIGHT SERVICES INC	161799	Invoice # 161799 - Tests RPVOT, DEM, VARNISH2	671.55	671.55	
201607	RAR-EJS Spreadsheet A 26849 38972683	J176-0100-0716 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201607	Labor and Burden	Labor and Burden	Research and Development Labor and Burdens	11,684.86	11,684.86	
201608	FAA-WCS Spreadsheet A 27764 39248231	J036-0020-0816 Adjustment USD	To record EPRI Prepaid Amortization	126,069.30	126,069.30	
201608	RAR-EJS Spreadsheet A 26849 39238668	J176-0100-0816 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201608	Labor and Burden	Labor and Burden	Research and Development Labor and Burdens	14,019.03	14,019.03	
201609	FAA-SNW Spreadsheet A 27138 39531965	J036-0020-0916 Adjustment USD	To record EPRI Prepaid Amortization	126,069.30	126,069.30	
201609	INSIGHT SERVICES INC	164569	Invoice #164569 - Testing for VARNISH2	570.00	570.00	
201609	PAY-PJS Spreadsheet A 8692 39528706	J318-0020-0916 Adjustment USD	Relocation Cost	5,545.73	5,545.73	
201609	RAR-EJS Spreadsheet A 26849 39518947	J176-0100-0916 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201609	Labor and Burden	Labor and Burden	Research and Development Labor and Burdens	8,101.05	8,101.05	
201610	FAA-WCS Spreadsheet A 27764 39779231	J036-0020-1016 Adjustment USD	To record EPRI Prepaid Amortization	126,069.30	126,069.30	
201610	INSIGHT SERVICES INC	167227	Invoice #167227 - Testing for RPVOT, DEM and VARNISH2	604.95	604.95	
201610	PG-SML Spreadsheet A 12046 39779078	J701-0020-1016 Accrual USD	Accrue for oil demulsibility	628.26	628.26	
201610	PG-SML Spreadsheet A 12046 39779078	J701-0020-1016 Accrual USD	Accrue Research Management Invoice	5,365.00	5,365.00	
201610	RAR-EJS Spreadsheet A 26849 39769317	J176-0100-1016 Adjustment USD	CMRG Amortization	8,130.00	8,130.00	
201610	Labor and Burden	Labor and Burden	Research and Development Labor and Burdens	7,624.92	7,624.92	
Various	Miscellaneous	Various	Various transactions under \$500	56,366.01	56,366.01	
<b>Total Market Research and Consulting Expense</b>				<b>1,882,109.66</b>	<b>1,882,109.66</b>	

GL Period	Vendor Name or Batch Name	Invoice Number or Journal Name	Description	Total Cost	Electric	Gas
201511	KMK Spreadsheet A 28005 36578170	J005-0100-1115 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	32,388.25	25,589.92	6,798.33
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	LINKEDIN-231*8074574 #419576	2,450.00	1,715.00	735.00
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	LATPRO INC Job Distribution for HR #419576	2,450.00	1,715.00	735.00 (4)
201512	RAR-KMK Spreadsheet A 28005 36946563	J005-0100-1215 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	32,388.25	25,589.92	6,798.33
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	LINKEDIN-241*1760184 #419576	3,920.00	2,744.00	1,176.00
201601	RAR-KMK Spreadsheet A 28005 37290751	J005-0100-0116 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	32,388.25	25,589.92	6,798.33
201601	US BANK NATIONAL ASSOCIATION ND	27-JAN-2016 12:01 SERV	HUMAN CAPITAL INSTITUTE #419576	634.55	444.19	190.37 (4)
201601	US BANK NATIONAL ASSOCIATION ND	27-JAN-2016 12:01 SERV	AD-VENTURE PROMOTIONS #419576	587.44	411.21	176.23
201602	CAD-KEC Spreadsheet A 28220 37588570	J017-0020-0216 IC Adj USD	Project Warm Credit Slip	(2,048.82)	(1,434.17)	(614.65)
201602	RAR-KMK Spreadsheet A 28005 37537695	J005-0100-0216 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	32,388.25	25,589.92	6,798.33 (4)
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	PFG*PROFORMA Promotional Items #418396	929.20	650.44	278.76
201603	CAD-QBP Spreadsheet A 27221 37926362	J043-0020-0316 Adjustment USD	Corporate Compliance Officer - Non-Labor Charges from PPL Services Corporation	18,003.51	12,602.46	5,401.05 (6)
201603	LINKEDIN CORP	3946181	LinkedIn Invoice number 3946181 for recruiting services.	15,361.50	10,753.05	4,608.45
201603	RAR-KMK Spreadsheet A 28005 37864408	J005-0100-0316 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	32,388.25	25,589.92	6,798.33 (1)
201603	US BANK NATIONAL ASSOCIATION ND	30-MAR-2016 08:03 SERV	PFG*PROFORMA Promotional Items #418396	670.85	469.60	201.26
201604	CAD-QBP Spreadsheet A 27221 38191680	J043-0020-0416 Adjustment USD	Corporate Compliance Officer - Non-Labor Charges from PPL Services Corporation	33,550.55	23,485.25	10,065.11
201604	RAR-EJS Spreadsheet A 26849 38161478	J005-0100-0416 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	32,388.25	25,589.92	6,798.33 (6)
201604	US BANK NATIONAL ASSOCIATION ND	27-APR-2016 09:04 SERV	PFG*PROFORMA Promotional Items #418396	502.26	351.58	150.68 (5)
201605	CAD-QBP Spreadsheet A 27221 38491636	J043-0020-0516 Adjustment USD	Corporate Compliance Officer - Non-Labor Charges from PPL Services Corporation	2,691.78	1,884.25	807.53 (3)
201605	MARSH USA INC - PHILADELPHIA	504613730123	Rail Protective Liability	6,384.50	4,469.15	1,915.35
201605	RAR-EJS Spreadsheet A 26849 38446160	J005-0100-0516 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	32,388.25	25,589.92	6,798.33
201605	ROSENBERG AND PARKER INC	11476361	BOND# 0103604145	655.59	458.91	196.68 (1)
201606	CAD-QBP Spreadsheet A 27221 38757514	J043-0020-0616 Adjustment USD	Corporate Compliance Officer - Non-Labor Charges from PPL Services Corporation	2,632.62	1,842.83	789.79
201606	RAR-EJS Spreadsheet A 26849 38689487	J005-0100-0616 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	32,388.25	25,589.92	6,798.33
201606	ROSENBERG AND PARKER INC	11966931	BOND# 0106027879	517.00	361.90	155.10
201606	Shreve, Rodham K	732679	Lodging for business conference	1,016.50	711.55	304.95
201607	KENTUCKY STATE TREASURER	KENTUC070616	KPDES PERMIT	5,600.00	5,600.00	(6)
201607	MASS PRODUCTION INC	1609	Mass production Inc. invoice #1609 for broadcast, audio, editing, and music. For recruiting video	2,082.50	1,457.75	624.75
201607	RAR-EJS Spreadsheet A 26849 38972614	J005-0100-0716 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	32,388.25	25,589.92	6,798.33
201607	ROSENBERG AND PARKER INC	11502961	KY. WORKERS COMP. BOND	34,464.47	24,125.13	10,339.34
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	LINKEDIN-284*3465334 #504405	700.45	490.32	210.14

**Louisville Gas and Electric Company  
Case No. 2016-00371**

**Analysis of Account No. 930 - Miscellaneous General Expenses  
For the 12 Months ended October 31, 2016**

<b>GL Period</b>	<b>Vendor Name or Batch Name</b>	<b>Invoice Number or Journal Name</b>	<b>Description</b>	<b>Total Cost</b>	<b>Electric</b>	<b>Gas</b>
201608	CAD-QBP Spreadsheet A 27221 39291450	J043-0020-0816 Adjustment USD	Corporate Compliance Officer - Non-Labor Charges from PPL Services Corporation	1,855.89	1,299.12	556.77
201608	RAR-EJS Spreadsheet A 26849 39238661	J005-0100-0816 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	32,388.25	25,589.92	6,798.33
201609	RAR-EJS Spreadsheet A 26849 39519030	J005-0100-0916 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	32,388.25	25,589.92	6,798.33
201609	ROSENBERG AND PARKER INC	11549561	BOND # 0105626078	1,170.70	819.49	351.21
201610	CAD-QBP Spreadsheet A 27221 39796959	J043-0020-1016 Adjustment USD	Corporate Compliance Officer - Non-Labor Charges from PPL Services Corporation	2,352.12	1,646.48	705.64
201610	RAR-EJS Spreadsheet A 26849 39768779	J005-0100-1016 Adjustment USD	AMORT OF REG ASSET - SWAP TERMINATION	32,388.25	25,589.92	6,798.33
Various	Miscellaneous	Various	Various transactions under \$500	22,791.32	16,343.92	6,447.40
<b>Total Miscellaneous</b>				<b>550,585.28</b>	<b>422,497.44</b>	<b>128,087.84</b>

- (1) Change of Distribution will be processed to move to FERC 184
- (2) Change of Distribution will be processed to move to FERC 426
- (3) Change of Distribution will be processed to move to FERC 506
- (4) Change of Distribution will be processed to move to FERC 913
- (5) Change of Distribution will be processed to move to FERC 921
- (6) Change of Distribution will be processed to move to FERC 925
- (7) Change of Distribution will be processed to move to FERC 928

Louisville Gas and Electric Company		
Case No. 2016-00371		
Analysis of Account No. 426 - Other Income Deductions For the 12 Months Ended October 31, 2016		
Line No.	Item (a)	Amount (b)
	Electric:	
1.	Donations	3,589,529
2.	Expenditures for Certain Civic, Political and Related Activities	501,170
3.	Other Deductions	2,870,520
4.	Total	\$ 6,961,219
	Gas:	
1.	Donations	674,261
2.	Expenditures for Certain Civic, Political and Related Activities	132,354
3.	Other Deductions	509,071
4.	Total	\$ 1,315,686
	Total Electric and Gas	\$ 8,276,905

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	Total Amount	Electric	Gas
201511	A WOMENS CHOICE RESOURCE CENTER & NECOLES PLACE	AWOMAN100715	-JOURNEY TO JOY	1,000.00	1,000.00	
201511	Alexander, Thomas K	637658	-Contributions	1,000.00	1,000.00	
201511	FAMILY SCHOLAR HOUSE	1031154	-LUNCHEON	2,500.00	1,975.00	525.00
201511	FAMILY SCHOLAR HOUSE	FAMILY111915SRV	-WINE WOMEN & SHOES	500.00	395.00	105.00
201511	JEFFERSON COUNTY PUBLIC	JEFFER111215SERV	-EXCEL AWARDS	13,000.00	10,270.00	2,730.00
201511	Kirkland, Kenneth Michael	638490	-Contributions	1,452.79	1,452.79	
201511	LINCOLN FOUNDATION	15028	-BUS FIRST SPONSOR/AD	1,500.00	1,185.00	315.00
201511	LOUISVILLE METRO GOVERNMENT	1502	-LIGHT UP LOUISVILLE	150,000.00	118,500.00	31,500.00
201511	POWER OF ONE	POWERO111715	-PO1 PROGRAM	1,303.50	1,029.77	273.74
201511	SUE WILLS CATERING LLC	SUEWIL111015	-MILL CREEK QTR MEETING	636.00	636.00	
201511	THE ARBORETUM	11112015	-ARBOR DAY	10,500.00	8,295.00	2,205.00
201511	THE DANIEL PITINO FOUNDATION	THEDAN110315	-GOLF CLASSIC	2,250.00	1,777.50	472.50
201511	Thomas, Paul Gregory	637510	-Contributions	1,500.00	1,500.00	
201511	TSMSDC	TSMSDC111615	-SPONSOR	2,750.00	2,172.50	577.50
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 07:11 LUTL	-BRICKS & MINIFIGS #306518	511.00	511.00	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 07:11 LUTL	-CHICK-FIL-A #03511 #306518	538.06	538.06	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 07:11 LUTL	-ECO-TECH LLC #306518	6,245.64	6,245.64	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 07:11 LUTL	-SHOOTING SPORT SOUV #306518	514.40	514.40	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	-AWARDS CENTER #774399	745.07	745.07	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	-BELTERRA CASINO RESORT #264839	1,071.36	846.37	224.99
201511	Wolfe, John K	633607	-Contributions	1,750.00	1,750.00	
201512	ALPHA LAMBDA EDUCATION FOUNDATION	201510052015	-MLK BREAKFAST	735.00	580.65	154.35
201512	Bellar, Lonnie E	651616	-Contributions	2,750.00		2,750.00
201512	BIG BROTHERS BIG SISTERS	BIGBRO112315	-MENTORING PROGRAM	2,450.00	1,935.50	514.50
201512	CATHOLIC EDUCATION FOUNDATION	CATHOL120915	-THE GAME LUNCHEON	2,200.00	1,738.00	462.00
201512	COMMUNITY WINTERHELP INC	COMMUN121715	-OCTOBER	9,670.96	7,640.06	2,030.90
201512	COMMUNITY WINTERHELP INC	COMMUN121715A	-NOVEMBER	10,752.80	8,494.71	2,258.09
201512	DOWNTOWN DEVELOPMENT CORPORATION	1005	-PLEDGE	35,000.00	27,650.00	7,350.00
201512	FRIENDS OF THE VILLE	ABO2015	-SPONSOR	50,000.00	39,500.00	10,500.00
201512	FROST 6TH GRADE ACADEMY	FROST6120715	-CHRISTMAS	500.00	500.00	
201512	GREATER LOUISVILLE INC	129281	-APPRECIATION DINNER	5,000.00	3,950.00	1,050.00
201512	GREATER LOUISVILLE INC	129910	-GLI ANNUAL MEETING	2,500.00	1,975.00	525.00
201512	JEFFERSON COUNTY PUBLIC	JEFFER112515	-GRANT-MGE CONSULTANT	2,000.00	1,580.00	420.00
201512	JEFFERSON COUNTY PUBLIC	JEFFER113015	-BASKETBALL TOURNAMENT	5,000.00	3,950.00	1,050.00
201512	KENTUCKIANA HEALTH COLLABORATIVE	1045	-BRONZE SPONSOR	612.50	483.88	128.63
201512	KENTUCKY CHAMBER OF COMMERCE	KENTUC112315	-CORRECT ACCOUNTING MB	1,380.00	1,090.20	289.80
201512	KENTUCKY OPERA	568	-CARNEVALE SPONSOR	3,000.00	2,370.00	630.00
201512	KENTUCKY SCIENCE CENTER	KENTUC120315	-SCIENCE W/A TWIST	15,000.00		15,000.00
201512	LINCOLN HERITAGE COUNCIL	LINCOL121015	-2015 Fleur-de-Lis Fling, Friends of Scouting and LHC Golf Classic	1,100.00	869.00	231.00
201512	LINCOLN HERITAGE COUNCIL	LINCOL121015	-2015 Fleur-de-Lis Fling, Friends of Scouting and LHC Golf Classic	880.00	695.20	184.80
201512	LOUISVILLE BALLET	LOUISV121615	-SPONSOR	15,000.00	11,850.00	3,150.00
201512	MUHAMMAD ALI CENTER	1121151	-10TH ANNIVERSARY	5,000.00	3,950.00	1,050.00
201512	RONALD MCDONALD HOUSE	RONALD121015	-MCDAZZLE 2016	1,100.00	869.00	231.00
201512	SOUTHWEST COMMUNITY FESTIVAL	00025	-FESTIVAL	650.00	650.00	
201512	THE LOUISVILLE CONVENTION AND VISITORS CENTER	THELOU112015	-CORRECT ACCOUNTING	1,500.00	1,185.00	315.00
201512	TOYS FOR TOTS	TOYSFO112615	-CHRISTMAS FOR TOTS	5,000.00	3,950.00	1,050.00
201512	UNIVERSITY OF LOUISVILLE	CC00116	-BFC CONFERENCE	735.00	580.65	154.35
201512	US BANK NATIONAL ASSOCIATION ND	02-DEC-2015 09:12 SERV	-PFG*PROFORMA #774399	1,734.16	1,734.16	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 09:12 LUTL	-CHRISTIS CAFE #306518	781.26	781.26	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 09:12 LUTL	-KROGER #780 #306518	999.80	999.80	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 09:12 LUTL	-PFG*PROFORMA #306518	7,912.21	7,912.21	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-AROUND THE TOWN CARRIAGE, #774399	530.00	530.00	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-CAPTAIN'S QUARTERS CATER #774399	2,149.38	2,149.38	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-CAUFIELD'S NOVELTY #774399	524.28	524.28	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-FREE ENTERPRISE SYSTEM #774399	3,572.56	3,572.56	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-MILLER TRANSPORTATION #774399	2,080.00	2,080.00	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-PFG*PROFORMA #774399	1,637.70	1,637.70	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-SQC* @ #774399	721.00	721.00	
201512	VALLEY HIGH SCHOOL	VALLEY120715	-VIKINGS TREE	500.00	500.00	
201512	VALLEY VILLAGE TRUSTEES	VALLEY122815LGE	-SPONSORSHIP	1,000.00	1,000.00	
201512	WATSON LN ELEM FAMILY RESOURCE CTR	WATSON120715	-CHRISTMAS	500.00	500.00	
201512	WISE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	2015025	-RECEPTION	2,000.00	2,000.00	

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Total Amount	Electric	Gas
201512	YMCA OF GREATER LOUISVILLE INC	YMCAOF103015	-CHARACTER AWARDS	500.00	395.00	105.00
201512	GIRLS ON THE RUN LOUISVILLE INC	500	Girls on the Run Louisville 2015 Fall 5K Race	1,000.00	790.00	210.00
201601	AMERICANA COMMUNITY CENTER INC	AMERIC011116SRV	-CONTRIBUTION	3,000.00	2,340.00	660.00
201601	ENERGY CONSERVATION ASSOC	ENERGY011216	-ANNUAL CONTRIBUTION	100,000.00	78,000.00	22,000.00
201601	FARNSLEY MIDDLE SCHOOL	FARNSL100815LGE	-FAMILY NIGHT	675.00	675.00	
201601	GREATER LOUISVILLE INC	129826	-GLI-CEO COUNCIL	94,000.00	73,320.00	20,680.00
201601	HABITAT FOR HUMANITY OF METRO LOU	HABITA0115	-ENERGY STAR	15,000.00	11,700.00	3,300.00
201601	Hall, Kelly	657604	-Miscellaneous Contribution	801.69	625.32	176.37
201601	HARBOR HOUSE OF LOUISVILLE INC	HARBOR011116SRV	-SPONSORSHIP	3,000.00	2,340.00	660.00
201601	KENTUCKY OPERA	201515482	-GOOD AND SERVICES	3,000.00	2,340.00	660.00
201601	LOUISVILLE BRANCH NAACP	00151015	-GOLD SPONSOR 2015	5,000.00	3,900.00	1,100.00
201601	LOUISVILLE JEFFERSON CO METRO EMERGENCY PLANNING COMMITTEE	LOUISV081715	-PLANNING SEMINAR	(1,000.00)	(1,000.00)	
201601	RAD-JHB Spreadsheet A 10277 37166176	J503-0100-0116 Accrual USD	Home Enegy Assist	180,000.00	140,400.00	39,600.00
201601	RIVERSIDE FARNSLEY MOREMAN	01062016	-FESTIVAL	2,000.00	1,560.00	440.00
201601	US BANK NATIONAL ASSOCIATION ND	28-OCT-2015 08:10 LUTL	-PFG*PROFORMA #314700	697.22	697.22	
201602	ACTORS THEATRE OF LOUISVILLE	ACTORS012816	-SPONSORSHIP	5,000.00	3,900.00	1,100.00
201602	AMERICAN CANCER SOCIETY INC	AMERIC021216	-DONATION	1,000.00	1,000.00	
201602	COMMUNITY WINTERHELP INC	COMMUN020116	-DONATIONS	13,211.04	10,304.61	2,906.43
201602	COMMUNITY WINTERHELP INC	COMMUN021116	-WINTER HELP	11,558.08	9,015.30	2,542.78
201602	EASTERN AREA COMMUNITY MINISTRIES	02162016	-Community Investment Sponsorship	3,500.00	2,730.00	770.00
201602	FERN CREEK HIGHVIEW UNITED MINISTRIES	FERNCR012816	-ANNUAL GALA	500.00	390.00	110.00
201602	FRIENDS OF CLARKS RIVER NWR	FRIEND020816	-DONATION	1,000.00	780.00	220.00
201602	FROST 6TH GRADE ACADEMY	FROST6020416	-DONATION	558.62	558.62	
201602	GREATER LOUISVILLE INC	130157	-CONTRUBTION	50,000.00	39,000.00	11,000.00
201602	GREATER LOUISVILLE SPORTS COMMISSION	LOUISV011316	-SPONSORSHIP	1,500.00	1,170.00	330.00
201602	JUNIOR ACHIEVEMENT	2004506	-SPONSORSHIP EDUCATION	17,845.00	13,919.10	3,925.90
201602	KENTUCKY DERBY FESTIVAL INC	0018868IN	-SPONSORSHIP	176,000.00	137,280.00	38,720.00
201602	KIPDA MUNICIPAL CLERKS ASSOCIATION	100	-SPONSORSHIP	500.00	390.00	110.00
201602	LOUISVILLE URBAN LEAGUE	LOUISV021216	-BIG APPLE BASH	12,500.00	9,750.00	2,750.00
201602	LOUISVILLE URBAN LEAGUE	LOUISV021216	-2016 Big Apple Bash Celebrating Diversity	12,500.00	9,750.00	2,750.00
201602	NATIONAL KIDNEY FOUNDATION INC	NATION020416	-CONTRIBUTION	2,000.00	1,560.00	440.00
201602	OPERATION OPEN ARMS INC	OPERAT020516	-SPONSORSHIP	6,000.00	4,680.00	1,320.00
201602	RIVERSIDE THE FARNSLEY MOREMAN LANDING INC	012816	-SPONSORSHIP	7,500.00	5,850.00	1,650.00
201602	SOUTH LOUISVILLE COMMUNITY MINISTRIES	SOUTHL020516	-SPONSORSHIP	2,400.00	1,872.00	528.00
201602	SOUTHWEST COMMUNITY MINISTRIES INC	SOUTHW012816	-SPONSORSHIP	10,000.00	7,800.00	2,200.00
201602	THE HEALING PLACE INC	HEALIN020516	-SPONSORSHIP	1,750.00	1,365.00	385.00
201602	THE SPEED ART MUSEUM	THESPE042816	-SPONSORSHIP	25,000.00	19,500.00	5,500.00
201602	TRIMBLE COUNTY HIGH SCHOOL	TRIMBL021216SRV	-DONATION	500.00	500.00	
201602	UNIVERSITY OF VIRGINIA	UNIVER012916	-CONTRIBUTION	25,000.00	19,500.00	5,500.00
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 LUTL	-GFS STORE #0543 #308647	607.77	607.77	
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	-KENTUCKY DERBY FESTIVAL #347300	2,500.00	1,950.00	550.00
201603	100 BLACK MEN OF LOUISVILLE	100BLA030816	-SPONSORSHIP	12,000.00	9,360.00	2,640.00
201603	ACTORS THEATRE OF LOUISVILLE	ACTORS31016	-CONTRIBUTION	21,000.00	16,380.00	4,620.00
201603	Alexander, Thomas K	692683	-Contributions	500.00	500.00	
201603	ASSOC OF COMMUNITY MINISTRIES	ASSOCI032116	-METRO MATCH	500,000.00	390,000.00	110,000.00
201603	BOYS AND GIRLS CLUBS OF KENTUCKIANA	BOYSAN022516	-DONATION	5,000.00	3,900.00	1,100.00
201603	BUTTERMILK DAYS FOUNDATION	BUTTER031516	-DONATION	5,000.00	3,900.00	1,100.00
201603	COMMUNITY WINTERHELP INC	COMMUN031616	-DONATION	11,265.18	8,786.84	2,478.34
201603	DARRELL GRIFFITH FOUNDATION, THE	DARREL030116	-SPONSORSHIP	10,000.00	7,800.00	2,200.00
201603	DCS-GJD Spreadsheet A 10930 37899739	J266-0100-0316 Adjustment USD	Change task on sponsorship to UofL Center for Infrastructure Research	25,000.00	25,000.00	
201603	DUPONT MANUAL REGIONAL SCIENCE FAIR INC	0001	-CONTRIBUTION	2,500.00	2,500.00	
201603	FUND FOR THE ARTS	FUNDF0030916	-CONTRIBUTION	5,000.00	3,900.00	1,100.00
201603	GREATER LOUISVILLE SPORTS COMMISSION	GREATE031416	-SPONSORSHIP-SPONSORSHIP	2,400.00	1,872.00	528.00
201603	INTEGRATING WOMEN LEADERS FOUNDATIONS INC	1089	-CONTRIBUTION	2,700.00	2,106.00	594.00
201603	KENTUCKIANA WORKS FOUNDATION	20160203	-DONATION	10,000.00	7,800.00	2,200.00
201603	KENTUCKY CHAMBER OF COMMERCE	KENTUC02172016	-DONATION	1,150.00	897.00	253.00
201603	KENTUCKY HABITAT FOR HUMANITY INC	KENTUC031016	-CONTRIBUTION-CONTRIBUTION	2,500.00	1,950.00	550.00
201603	KENTUCKY MUSEUM OF ART AND CRAFT	20111753AG	-CONTRIBUTION	1,000.00	780.00	220.00
201603	KENTUCKY SAFETY & HEALTH NETWORK INC	KENTUC022216	-DONATION	4,600.00	3,588.00	1,012.00
201603	KIPDA MUNICIPAL CLERKS ASSOCIATION	KIPDAM031016	-SPONSORSHIP	1,500.00	1,170.00	330.00
201603	LCCC INC	LCCCCI022516	-DONATION	5,000.00	3,900.00	1,100.00
201603	LEADERSHIP LOUISVILLE FOUNDATION	022616	-CONTRIBUTION	7,500.00	5,850.00	1,650.00

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Total Amount	Electric	Gas
201603	LINCOLN HERITAGE COUNCIL	LINCOL022516	-2016 FRIENDS OF SCOUTING	4,000.00	3,120.00	880.00
201603	LOUISVILLE CITY FC	1008230014	-TICKETS	5,604.80	4,371.74	1,233.06
201603	LOUISVILLE METRO PARKS	RIVERVIEW20161	-SPONSORSHIP	5,000.00	3,900.00	1,100.00
201603	LOUISVILLE REGIONAL SCIENCE AND ENGINEERING FAIRS	THELOU022316	-SPONSORSHIP	2,500.00	1,950.00	550.00
201603	LOUISVILLE URBAN LEAGUE	LOUISV022216	-BIG APPLE BASH	5,000.00	3,900.00	1,100.00
201603	POWER OF ONE	POWER022516	-DONATIONS	578.00	450.84	127.16
201603	SECOND STREET NEIGHBORHOOD ASSOC INC	SECOND031016	-SPONSORSHIP	1,000.00	780.00	220.00
201603	SOUTHWEST COMMUNITY FESTIVAL	00087	-SPONSORSHIP	5,000.00	3,900.00	1,100.00
201603	SOUTHWEST COMMUNITY MINISTRIES INC	SOUTHW030716	-ANNUAL GALA	1,000.00	1,000.00	
201603	SPALDING UNIVERSITY	31416	-DONATION	4,000.00	3,120.00	880.00
201603	THE CENTER FOR WOMEN	THECEN031016	-SPONSORSHIP	5,000.00	3,900.00	1,100.00
201603	THE HEALING PLACE INC	THEHEA022216	-DONATION	5,000.00	3,900.00	1,100.00
201603	TRIMBLE COUNTY HIGH SCHOOL	TRIMBLE021216B	-PROJECT PROM	500.00	500.00	
201603	TRIMBLE COUNTY MIDDLE SCHOOL	TRIMBL030116	-CONTRIBUTION	745.79	745.79	
201603	US BANK NATIONAL ASSOCIATION ND	30-MAR-2016 08:03 SERV	-KENTUCKY DERBY FESTIVAL I #347300	1,291.88	1,007.67	284.21
201603	WEST LOUISVILLE PERFORMING ARTS ACADEMY INC	WESTLO022516	-DONATION	7,500.00	5,850.00	1,650.00
201603	Whelan, Mary C	691859	-Contributions	797.50	622.05	175.45
201603	WHITEHALL	WHITE030916	-CONTRIBUTION	2,000.00	1,560.00	440.00
201603	WOMEN INFLUENCING LOUISVILLE INC	2016006	-SPONSORSHIP	1,600.00	1,248.00	352.00
201603	YMCA OF GREATER LOUISVILLE INC	YMCAOF031116	-CONTRIBUTION	1,000.00	1,000.00	
201604	ACTORS THEATRE OF LOUISVILLE	ACTORS041216	-SPONSORSHIP	3,000.00	2,340.00	660.00
201604	AMERICAN COMMUNITY CENTER INC	1304	-American Youth Program	5,000.00	3,900.00	1,100.00
201604	CASA	CASAOF042216	-DONATION	1,000.00	780.00	220.00
201604	CASA	CASAOF042516	-CONTRIBUTION	10,000.00	7,800.00	2,200.00
201604	CATHOLIC EDUCATION FOUNDATION	CATHOL012816	-COD PER TAX DEPT	25,000.00	19,500.00	5,500.00
201604	CAVE HILL HERITAGE FOUNDATION INC	CAVEHI042616	Plant for the Planet	3,745.00	2,921.10	823.90
201604	COMMUNITY FOUNDATION OF LOUISVILLE INC	COMMUN040716	-SPONSORSHIP	25,000.00	19,500.00	5,500.00
201604	COMMUNITY WINTERHELP INC	COMMUN041316	-WINTERHELP	9,693.03	7,560.56	2,132.47
201604	CREASEY MAHAN NATURE PRESERVE INC	CREASE042616	-DONATION	4,998.00	3,898.44	1,099.56
201604	EDISON ELECTRIC INSTITUTE	EDISON033116	-33RD CONFERENCE	1,100.00	858.00	242.00
201604	FATHER MALONEYS BOYS HAVEN INC	001	-SPONSORSHIP	2,000.00	1,560.00	440.00
201604	FRATERNAL ORDER OF POLICE	FRATER020616		2,250.00	1,755.00	495.00
			-Spring Conference luncheon			
201604	FRIENDS OF THE LOUISVILLE ZOO INC	FRIEND040716	-SPONSORSHIP	10,000.00	7,800.00	2,200.00
201604	JCTC FOUNDATION INC	JCTCF0042616	-KMSF Derby Eve Fundraiser	5,000.00	3,900.00	1,100.00
201604	KENTUCKIANA HEALTH COLLABORATIVE	1062	-2016 Kentuckiana Health Collaborative Gold Membership Dues	5,000.00	3,900.00	1,100.00
201604	KENTUCKY DEPARTMENT OF FISH AND WILDLIFE	KENTUC040416	-RIVER SWEEP	5,000.00	3,900.00	1,100.00
201604	KENTUCKY DERBY MUSEUM	GA1614	-GALA	10,000.00	7,800.00	2,200.00
201604	KENTUCKY MINORITY SCHOLARSHIP FUND	261	-DONATIONS	5,000.00	3,900.00	1,100.00
201604	LCCC INC	LCCIN041216	-SPONSORSHIP	2,500.00	1,950.00	550.00
201604	LINCOLN HERITAGE COUNCIL	LINCOL030316	-SPONSORSHIP	1,750.00	1,365.00	385.00
201604	LOUISVILLE ARMED FORCES COMMITTEE INC	LOUISV041116	-Louisville Anned Forces Day Dinner Sponsorship	800.00	624.00	176.00
201604	LOUISVILLE CHAPTER OF THE LINKS INC	THELOU040516	-SPONSORSHIP	3,000.00	2,340.00	660.00
201604	LOUISVILLE COMMUNITY DESIGN CENTER	43422	-SPONSORSHIP	2,500.00	1,950.00	550.00
201604	LOUISVILLE ORCHESTRA INC	FY17SPNS	-SPONSORSHIP	100,000.00	78,000.00	22,000.00
201604	MEADE COUNTY FAIR INC	532	-SPONSORSHIP MEADE COUNTY FAIR	5,000.00	3,900.00	1,100.00
201604	METRO UNITED WAY	METROU030116	-BLACK MALE ACHIEVEMENT INITIATIVE	40,000.00	31,200.00	8,800.00
201604	OHIO RIVER VALLEY WATER SANITATION COMMISSION	OHIORI040416	-RIVER SWEEP	5,000.00	3,900.00	1,100.00
201604	PORTLAND MUSEUM	PORTLA040116	-CONTRIBUTION	5,000.00	3,900.00	1,100.00
201604	SUMMERBRIDGE LOUISVILLE	SUMMER031116	-Donation to Summerbridge Louisville for Programming Costs	5,000.00	3,900.00	1,100.00
201604	THE HEALING PLACE INC	THEHEA020316	-COD - TAX DEPT	1,500.00	1,170.00	330.00
201604	U OF L FOUNDATION INC	UNIVER041216	-CONTRIBUTION	15,000.00	11,700.00	3,300.00
201604	UNIVERSITY OF LOUISVILLE	BCCSPLAT20160310	-SPONSORSHIP	5,000.00	3,900.00	1,100.00
201604	UNIVERSITY OF LOUISVILLE	CC00216	-COD - TAX DEPT	800.00	624.00	176.00
201604	UNIVERSITY OF LOUISVILLE	UNIVER040116	-SPAD CLASSIC	2,500.00	2,500.00	
201604	WILDERNESS LOUISVILLE INC	INV0011	-DONATIONS	3,000.00	2,340.00	660.00
201604	Wolfe, John K	703765	-Contributions	1,800.00	1,800.00	
201604	YEW DELL INC	1667	-SPONSORSHIP	2,500.00	1,950.00	550.00
201604	YMCA BLACK ACHIEVERS	YMCABL010415SRV	-CONTRIBUTION	600.00	468.00	132.00
201605	AMERICAN RED CROSS	AMERIC011916SRV	-CONTRIBUTION	60,000.00	46,800.00	13,200.00
201605	AMERICANA COMMUNITY CENTER INC	1331	-FESTIVAL	1,500.00	1,170.00	330.00
201605	BELLARMINE UNIVERSITY	BELLAR050416	-CONTRIBUTION KNIGHT OF KNIGHTS	10,000.00	7,800.00	2,200.00
201605	CASA	CASA16LGEKUGRANT	-ADVOCACY ACADEMY	3,000.00	2,340.00	660.00

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Total Amount	Electric	Gas
201605	CHILDRENS HOSPITAL FOUNDATION	CHILDR051816	-CONTRIBUTION	2,500.00	1,950.00	550.00
201605	COMMUNITY FOUNDATION OF LOUISVILLE CORPORATE DEPOSIT	1	-CONTRIBUTION	10,000.00	7,800.00	2,200.00
201605	COMMUNITY WINTERHELP INC	COMMUN052016	-Contributions	8,027.28	6,261.28	1,766.00
201605	GILDAS CLUB LOUISVILLE	GILDAS051316	-SPONSORSHIP	10,000.00	7,800.00	2,200.00
201605	HABITAT FOR HUMANITY OF METRO LOU	HABITA051716	-Energy Star Components - New Homes 2016	18,000.00	14,040.00	3,960.00
201605	HEUSER HEARING INSTITUTE	HEUSER042916	-Contributions	1,500.00	1,170.00	330.00
201605	HOSPARUS INC	HOSPAR042916	-CONTRIBUTION	5,000.00	3,900.00	1,100.00
201605	KENTUCKY ASSOC OF MANUFACTURERS	2757353	-ENERGY CONFERENCE 2016	11,000.00	8,580.00	2,420.00
201605	KENTUCKY GAS ASSN	237	-KGA MEETING SPONSORSHIP	1,000.00		1,000.00
201605	KENTUCKY SHAKESPEARE FESTIVAL INC	3259	-CONTRIBUTION	2,000.00	1,560.00	440.00
201605	LOUISVILLE METRO GOVERNMENT	LOUISV051616	-CONTRIBUTION	500.00	500.00	
201605	MEADE ACTIVITY CENTER	2164	-MAC GALA	1,500.00		1,500.00
201605	NATIONAL KIDNEY FOUNDATION INC	NATION050516	-GOLF CLASSIC	2,500.00	1,950.00	550.00
201605	RIVERSIDE THE FARNSLEY MOREMAN LANDING INC	0503162	-ATTN PATTI LINN	7,500.00	7,500.00	
201605	TRIMBLE COUNTY MIDDLE SCHOOL	TRIMBL050916	-CONTRIBUTION	1,000.00	1,000.00	
201605	UNIVERSITY OF LOUISVILLE	UNIVER051716	-2016 UofL Cardinal Football Suite Pledge	26,700.00	20,826.00	5,874.00
201605	US BANK NATIONAL ASSOCIATION ND	27-MAY-2016 07:05 LUTL	-PFG*PROFORMA #308530	3,868.31	2,591.77	1,276.54
201605	US BANK NATIONAL ASSOCIATION ND	27-MAY-2016 07:05 SERV	-GFS STORE #0543 #499473	503.39	503.39	
201605	US BANK NATIONAL ASSOCIATION ND	27-MAY-2016 07:05 SERV	-PFG*PROFORMA #499440	34,463.25	34,463.25	
201605	VALLEY VILLAGE TRUSTEES	19910	-CONTRIBUTION	2,025.00	2,025.00	
201605	YMCA OF GREATER LOUISVILLE INC	YMCAOF041316	-CONTRIBUTION	1,000.00	780.00	220.00
201605	YMCA OF GREATER LOUISVILLE INC	YMCAOF042916	-CONTRIBUTION	3,000.00	2,340.00	660.00
201606	ACTORS THEATRE OF LOUISVILLE	ACTORS061716	-2016 NEW VOICES PLAYWRIGHT PROGRAM	25,000.00	19,500.00	5,500.00
201606	ACTORS THEATRE OF LOUISVILLE	ACTORS062016	-FY2016 Sponsorship of Community Conversation	7,629.00	5,950.62	1,678.38
201606	BIG BROTHERS BIG SISTERS	BIGBRO060916	-SPONSORSHIP	2,450.00	1,911.00	539.00
201606	COMMUNITY WINTERHELP INC	COMMUN062216	-WINTERHELP MATCH	8,513.16	6,640.26	1,872.90
201606	CURE CF INC	1005	-Lager Sponsor for CRAFT 2016	2,500.00	1,950.00	550.00
201606	CYSTIC FIBROSIS FNDTN	2016GOLF006	-GOLF SCRAMBLE	2,400.00	2,400.00	
201606	FUND FOR THE ARTS	FUNDF0061716	-POWER2GIVE CAMPAIGN 2015	55,000.00	42,900.00	12,100.00
201606	JEFFERSON COUNTY PUBLIC	JEFFER060616	-2016 MEN OF QUALITY FORM	2,500.00	1,950.00	550.00
201606	KET	E1601813	-KET Summer Celebration 2016	2,500.00	1,950.00	550.00
201606	LINCOLN FOUNDATION	LINCOL061716	-21ST ANNUAL EVENING OF JAZZ	25,000.00	19,500.00	5,500.00
201606	LOUISVILLE AIDS WALK	LOUISV062816	-2016 CHOCOLATE FEST	2,500.00	1,950.00	550.00
201606	LOUISVILLE BALLET	LOUISV061616	-GALA SPONSORSHIP	25,000.00	19,500.00	5,500.00
201606	LOUISVILLE INDEPENDENT BUSINESS ALLIANCE	06470	-GOLD SPONSORSHIP	3,000.00	2,340.00	660.00
201606	LOUISVILLE JEFFERSON COUNTY METRO GOVT	LOUISV060216	-PLANT FOR THE PLANET	5,000.00	3,900.00	1,100.00
201606	LOUISVILLE TANGO FESTIVAL LLC	LOUISV052616	-LOUISVILLE TANGO FESTIVAL	1,500.00	1,170.00	330.00
201606	SIMMONS COLLEGE OF KENTUCKY	SIMMON061716	-GENERAL OPERATIONS SUPPORT	25,000.00	19,500.00	5,500.00
201606	SOUTH LOUISVILLE COMMUNITY MINISTRIES	SOUTHL061616	-TASTE OF SOUTH LOUISVILLE	3,000.00	2,340.00	660.00
201606	SOUTHWEST COMMUNITY MINISTRIES INC	SOUTHW062816	-WRAP THAT TRUCK	500.00	500.00	
201606	THE CABBAGE PATCH	THECAB060916	-GOLF CART SPONSORSHIP	1,200.00	1,200.00	
201606	THE DANIEL PITINO FOUNDATION	THEDAN061416	-GOLF CLASSIC	5,000.00	3,900.00	1,100.00
201606	THE LIBRARY FOUNDATION	030816	-SUMMER READING PROGRAM	7,500.00	5,850.00	1,650.00
201606	THE LOUISVILLE ZOO	1728292016	-PARTY FOR THE PLANET	65,000.00	50,700.00	14,300.00
201606	THE SPEED ART MUSEUM	THESPE060216	-SPEED MUSEUM RE-OPENING	25,000.00	19,500.00	5,500.00
201606	UNIVERSITY OF LOUISVILLE	UNIVER062816	-HOMECOMING GOLF SCAMBLE	5,000.00	3,900.00	1,100.00
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 LUTL	-SCHOLASTIC BOOK FAIRS #306518	501.59	501.59	
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 SERV	-BEELINE COURIER SERVIC #527018	585.20	585.20	
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 SERV	-PFG*PROFORMA #527018	2,418.40	2,418.40	
201606	WDC-WATERFRONT DEVELOPMENT CORP	JULY4THSPONSOR20	-4TH LOU.ORCHESTER WATERFRONT	10,000.00	7,800.00	2,200.00
201606	Whelan, Mary C	736839	-Contributions	1,800.00	1,404.00	396.00
201606	YEW DELL INC	1684	-HERB PLANTS 2016	1,500.00	1,170.00	330.00
201606	YMCA OF CENTRAL KENTUCKY	YMCAOF061516	-DONATIONS SCHOOL BACKPACKS-DONATIONS SCHOOL BACKPACKS	1,000.00	1,000.00	
201607	DIXIE AREA BUSINESS ASSOCIATION	DIXIEA071916	-DABA BUSINESS EXPO	500.00	390.00	110.00
201607	ELDER SERVE	ELDERS071916	-AGING AWARD LUNCHEON	2,500.00	1,950.00	550.00
201607	ENERGY CONSERVATION ASSOC	ENERGY072616	-GREEN SPARK AWARDS	3,000.00	2,340.00	660.00
201607	EVOLVE KY	EVOLVE070116	-SPONSORSHIP	1,100.00	858.00	242.00
201607	FEAT OF LOUISVILLE INC	FEATOF071916	-AUTISM GALA	1,250.00	975.00	275.00
201607	LEXINGTON BLUEGRASS AREA	LEXING071316	-2016 LEXINGTON MINORITY EXPO	1,575.00	1,228.50	346.50
201607	LOUISVILLE METRO PARKS FOUNDATION	LOUISV072216	-LANNAN PARK PROJECT	15,088.00	11,768.64	3,319.36
201607	LOUISVILLE METRO PARKS FOUNDATION	LOUISV072216A	-JACK O LATERN EVENT	5,000.00	3,900.00	1,100.00
201607	LOUISVILLE URBAN LEAGUE	010300330	-CORPORATE SUPPORT	40,000.00	31,200.00	8,800.00
201607	MARCH OF DIMES	MARCHO072216	-2016 REACH AWARDS	1,000.00	780.00	220.00

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201607	MUHAMMAD ALI CENTER	201622	-2016 HUMANITARIAN AWARDS	25,000.00	19,500.00	5,500.00
201607	ONE TIME VENDOR	MUMC GOLF OUTING	-SPONSORSHIP - GOLF EVENT	500.00	500.00	
201607	ST JOSEPH CHILDRENS HOME	STJOSE072016	-PICNIC SPONSORSHIP	5,500.00	4,290.00	1,210.00
201607	TRIMBLE COUNTY HIGH SCHOOL	TRIMBL072216	-SPONSORSHIP	500.00	500.00	
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-BIG TOP TENT #527018	4,547.40	4,547.40	
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-MILLER TRANSPORTATION #527018	2,415.35	2,415.35	
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-PAYPAL *WHITECASTLE #527018	4,770.00	4,770.00	
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-STAPLES 00116970 #527018	2,142.55	2,142.55	
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-UOL*ATHLETIC TICKETS #774258	2,000.00	1,560.00	440.00
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-WAL-MART #7290 #527018	20,690.26	20,690.26	
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-WM SUPERCENTER #7290 #527018	19,132.92	19,132.92	
201607	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 SERV	-WKU FOUNDATION INC #774225	2,450.00	1,911.00	539.00
201607	WOMEN 4 WOMEN INC	WOMEN4062916	-GOLF TOURNAMENT SPONSOR	10,000.00	7,800.00	2,200.00
201607	WOMEN 4 WOMEN INC	WOMEN4062916A	-ANNUAL LUNCHEON SPONSOR	15,000.00	11,700.00	3,300.00
201608	BIG BROTHERS BIG SISTERS	70905	-GOLF FORE KID SAKE	1,000.00	780.00	220.00
201608	BOTANICA INC	WATERF072716	-FAIR SPONSORSHIP	1,000.00	780.00	220.00
201608	CAD-PAB Spreadsheet A 26086 39282609	J017-0020-0816 IC Adj USD	JY LEGNER ASSOCIATES - donation to backpack school drive	(500.00)	(500.00)	
201608	CAD-PAB Spreadsheet A 26086 39282609	J017-0020-0816 IC Adj USD	White Castle Kentucky - refund from backpack operation	(1,923.26)	(1,923.26)	
201608	CENTRAL LOUISVILLE COMMUNITY MINISTRIES INC	CENTRA081616	-SPONSORSHIP	3,000.00	2,340.00	660.00
201608	CITIZENS OF LOUISVILLE ORGANIZED	CITIZE072916	-GENERAL SUPPORT	1,500.00	1,170.00	330.00
201608	COMMUNITY WINTERHELP INC	COMMUN072116	-WINTERHELP MATCH	8,436.57	6,580.52	1,856.05
201608	COMMUNITY WINTERHELP INC	COMMUN081016	-WINTERHELP MATCH JULY	8,064.16	6,290.04	1,774.12
201608	DAY SPRING FOUNDATION	DAYSPR081716	-GOLF SCRAMBLE	1,000.00	780.00	220.00
201608	FREDERICK ASSET PROTECTION LLC	5043	-Pay Frederick Asset Protection Invoice #5043 for Off Duty Police at the annual Operation Backpack a	675.00	675.00	
201608	GIRL SCOUTS OF KENTUCKIANA	GIRLSC080316	-TOUGH COOKIE BREAKFAST	5,000.00	3,900.00	1,100.00
201608	GREATER LOUISVILLE INC	131098	-2016 GLIDE SPONSORSHIP	20,000.00	15,600.00	4,400.00
201608	JDRF	JDRFFO051016	-COD JLS-GOLF SCRAMBLE	800.00	800.00	
201608	KENTUCKY COAL ASSOCIATION	KENTUC080116	-SPONSORSHIP	1,225.00	1,225.00	
201608	KENTUCKY DERBY FESTIVAL INC	1617DUES	-COD PER A DAVIS - FEES AND INSURANCE-COD PER A DAVIS - FEES AND INSURANCE	1,000.00	780.00	220.00
201608	KENTUCKY WORLD TRADE CENTER	0000704IN	-TRADE SUMMIT	5,000.00	3,900.00	1,100.00
201608	LEADERSHIP LOUISVILLE FOUNDATION	LLL20164459	-LUNCHEON 2016	15,000.00	11,700.00	3,300.00
201608	LINCOLN FOUNDATION	16025	-SPONSORSHIP ADVERTISEMENT	1,500.00	1,170.00	330.00
201608	LOUISVILLE METRO POLICE FOUNDATION	LOUISV081116	-SPONSORSHIP	1,225.00	955.50	269.50
201608	OLMSTED PARKS CONSERVANCY	OLMSTE080816	-BOO LA LA SPONSORSHIP	2,500.00	1,950.00	550.00
201608	PLEASURE RIDGE PARK FIRE DISTRICT	PLEASU083016	-METERS	1,592.07	1,592.07	
201608	PROJECT ONE INC	PROJEC080816	-SUMMER JOBS PROGRAM	2,000.00	1,560.00	440.00
201608	RAPTOR REHABILITATION OF	RAPTOR080816	-RROKI SPONSORSHIP	2,500.00	1,950.00	550.00
201608	SHIVELY AREA MINISTRIES INC	1054	-FALL EVENT SEPT. 2016	5,000.00	3,900.00	1,100.00
201608	SPALDING UNIVERSITY	SPALDI080316	-GOLF SCRAMBLE	700.00	546.00	154.00
201608	ST VINCENT DE PAUL	STVINC081916	-GOLF SCRAMBLE	2,000.00	1,560.00	440.00
201608	TRIMBLE COUNTY APPLE FESTIVAL	LGE2016	-TRIMBLE CO APPLE FESTIVAL	5,000.00	3,900.00	1,100.00
201608	TWENTY FIRST CENTURY COMMUNICATIONS	TWENTY082316	-FIELD & FORK	4,400.00	3,432.00	968.00
201608	TWENTY FIRST CENTURY PARKS INC	TWENTY082516	-CONTRIBUTION	26,000.00	26,000.00	
201608	UNIVERSAL PROTECTION SERVICE, LLC	2177556	-Pay Universal Protection Service, LLC Invoice #2177556 for security services at Operation Backpack	583.87	583.87	
201608	US BANK NATIONAL ASSOCIATION ND	27-MAY-2016 07:05 LUTL	-029 TUMBLEWEED TEX MEX #306542	1,800.00	1,800.00	
201608	US BANK NATIONAL ASSOCIATION ND	29-AUG-2016 06:08 LUTL	-GAN*1107COURIERJRNADV #306518-	790.00	790.00	
201608	US BANK NATIONAL ASSOCIATION ND	29-AUG-2016 06:08 LUTL	GAN*1107COURIERJRNADV #306518			
201608	US BANK NATIONAL ASSOCIATION ND	29-AUG-2016 06:08 LUTL	-GFS STORE #0543 #306518-GFS STORE #0543 #306518	542.67	542.67	
201608	US BANK NATIONAL ASSOCIATION ND	29-AUG-2016 06:08 LUTL	-SOUTH PARK COUNTRY CLU #306518-SOUTH PARK COUNTRY CLU #306518	2,184.20	2,184.20	
201608	US BANK NATIONAL ASSOCIATION ND	29-AUG-2016 06:08 SERV	-ENTERPRISE RENT-A-CAR #527018	517.78	517.78	
201608	WARRIORS FOR FREEDOM FOUNDATION INC	WARRIO081816	-HONOR FOUNDATION	750.00	585.00	165.00
201609	AMERICAN RED CROSS	AMERIC092216	-BOARD CONTRIBUTION	1,100.00	1,100.00	
201609	CATHOLIC EDUCATION FOUNDATION	CATHOL092316	-MVP CLUB SPONSORSHIP	5,000.00	3,900.00	1,100.00
201609	COMMUNITY WINTERHELP INC	COMMUN092816	-WINTERMATCH AUG.2016	8,424.72	6,571.28	1,853.44
201609	FAA-JLS Spreadsheet A 10896 39540337	J092-0100-0916 Adjustment USD	Transfer Mill Creek Sierra Club settlement to donation	1,000,000.00	1,000,000.00	
201609	JEFFERSON COUNTY PUBLIC	JEFFER092216	-CONTRIBUTION	13,000.00	10,140.00	2,860.00
201609	JUNIOR ACHIEVEMENT	1102333	-2016 CLAYS FOR KIDS	600.00	468.00	132.00
201609	JUNIOR ACHIEVEMENT	1102920	-SPONSORSHIP	500.00	390.00	110.00
201609	JUNIOR ACHIEVEMENT	JUNIOR092016	-CLAY FOR KIDS	500.00	500.00	

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Total Amount	Electric	Gas
201609	JUNIOR ACHIEVEMENT	JUNIOR092216	-CLAY FOR KIDS	1,000.00	1,000.00	
201609	KENTUCKY BOURBON FESTIVAL	201608SP17	-KY BOURBON FESTIVAL	2,640.00	2,059.20	580.80
201609	KENTUCKY EMERGENCY SERVICES CON INV	1339	-SPONSORSHIP	1,430.00	1,430.00	
201609	KENTUCKY OPERA ASSOC INC	KENTUC090916	-GIVE LOCAL LOUISVILLE	2,000.00	1,560.00	440.00
201609	LEY, KATHLEEN	KATHLE031016	-COD-JLS-Contribution	582.99	454.73	128.26
201609	LINCOLN FOUNDATION	16029	-MATH AND SCIENCE PROGRAM	25,000.00	19,500.00	5,500.00
201609	LOUISVILLE CHAPTER OF THE LINKS INC	CL2016004	-COMMUNITY LUNCHEON SPONSOR	5,000.00	3,900.00	1,100.00
201609	NATIONAL BLACK MBA ASSOCIATION INC	114	-DIVERSITY WORKSHOP	500.00	390.00	110.00
201609	NATIVITY ACADEMY ST BONIFACE	NATIVI092016	-GOLF SCRAMBLE	5,000.00	3,900.00	1,100.00
201609	SHRINERS HOSPITAL FOR CHILDREN	SHRINE082616	-SHRINE HOSPITAL BENEFIT SHOOT	750.00	585.00	165.00
201609	UNIVERSITY OF KENTUCKY	UNIVER082916	-ECONOMIC DEVELOPMENT ANNUAL MEETING	925.00	721.50	203.50
201610	BIG BROTHERS BIG SISTERS	BIGBRO100716	-PLEDGE # 70904	1,225.00	955.50	269.50
201610	BRIGHTSIDE FOUNDATION INC	BRIGHT101816	-PLANT FOR THE PLANET	2,610.00	2,035.80	574.20
201610	CEDAR LAKE FOUNDATION	CEDARL101316	-CEDAR LAKE GALA	5,000.00	3,900.00	1,100.00
201610	CFB-ADD Spreadsheet A 27889 39778713	J282-0020-1016 Accrual USD	Controller Accrual - KET	860.00	670.80	189.20
201610	COMMUNITY WINTERHELP INC	COMMUN102416	-WINTERHELP MATCH SEPT.2016	8,225.91	6,416.21	1,809.70
201610	FAMILY SCHOLAR HOUSE	161011	-CELEBRATION OF EDUCATION LUNCHEON	2,500.00	1,950.00	550.00
201610	FAMILY SCHOLAR HOUSE	161101	-LEARNING FOR LIFE PROGRAM	5,000.00	3,900.00	1,100.00
201610	FARNSLEY MIDDLE SCHOOL	FARNSL101816	-FAMILY FUN NIGHT BLOOD DRIVE	678.00	678.00	
201610	FREDERICK ASSET PROTECTION LLC	5243	-Pay Frederick Asset Protection Invoice #5243 for Off Duty Police at Sun Valley Festival	1,080.00	1,080.00	
201610	GOOD NEWS SHELTER CORPORATION	GOODNE092816	-BENEFIT FUNDRAISER	500.00	500.00	
201610	KENTUCKY CHAMBER OF COMMERCE	KENTUC101716	-BRONZE SPONSOR	1,610.00	1,255.80	354.20
201610	MARCH OF DIMES	MARCHO100616	-SIGNATURE CHEFS AUTION	2,500.00	1,950.00	550.00
201610	POWER OF ONE	POWER0102416	-PO1 CAMPAIGN	1,643.25	1,281.74	361.52
201610	TEACH KENTUCKY	1	-GENERAL OPERATING SUPPORT	3,000.00	2,340.00	660.00
201610	TRIMBLE COUNTY HIGH SCHOOL	TRIMBL101916	-CONTRIBUTION	1,000.00	1,000.00	
201610	UNIVERSITY OF LOUISVILLE	UNIVER100316	-ALUMNI AWARDS	900.00	702.00	198.00
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-FUN MASTERS INC #527018	700.00	700.00	
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-PFG*PROFORMA #527018	1,014.42	1,014.42	
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-SERTIFI-BCN #264839	1,085.76	846.89	238.87
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 09:10 LUTL	-CHICK-FIL-A #03511 #306518	1,228.75	1,228.75	
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 09:10 LUTL	-MARKS FEEDSTORE DIXIE H #306518	1,366.00	1,366.00	
201610	Whelan, Mary C	784886	-Contributions	500.00	390.00	110.00
Various	Various	Various	Various - Individual Transactions Under \$500	38,200.71	34,076.14	4,124.57
<b>Total Donations</b>				<b>4,263,789.66</b>	<b>3,589,528.81</b>	<b>674,260.85</b>
201511	HANNAH NEWS SERVICE MIDWEST LLC	11272	-FEES	1,174.53	927.88	246.65
201511	Labor and Burden	Labor and Burden	Labor and Burden	13,018.06	10,284.27	2,733.79
201511	REPUBLIC CONSULTING LLC	374	-SERVICES	4,400.00	3,476.00	924.00
201511	THE LANSBURGH	THELAN1215	-LEASE - M BEER	1,806.68	1,427.28	379.40
201511	THE ROTUNDA GROUP LLC	2953	-GOVERNMENT RELATIONS	1,958.02	1,546.84	411.18
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	-HUNTON & WILLIAMS #181975	4,700.00	3,713.00	987.00
201511	WCS Spreadsheet A 27764 36694541	J0110-0100-1115 Adjustment USD	AGA - NON DEDUCT Expense	699.22		699.22
201511	WCS Spreadsheet A 27764 36694541	J0110-0100-1115 Adjustment USD	EELobbying -Expense	4,484.60	4,484.60	
201512	CURLESS FAMILY LIMITED PARTNERSHIP	2065U62016	-YEARLY RENT	3,666.00	2,896.14	769.86
201512	Labor and Burden	Labor and Burden	Labor and Burden	25,261.88	19,956.89	5,304.99
201512	REPUBLIC CONSULTING LLC	392	-CONSULTING	4,400.00	3,476.00	924.00
201512	THE LANSBURGH	THELAN0116	-LEASE - M BEER	1,806.68	1,427.28	379.40
201512	THE ROTUNDA GROUP LLC	2979	-GOVERNMENT RELATIONS	1,958.02	1,546.84	411.18
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-HUNTON & WILLIAMS #181975	2,350.00	1,856.50	493.50
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-RENT & RAVE #178535	569.09	449.58	119.51
201512	WCS Spreadsheet A 27764 37030708	J110-0100-1215 Adjustment USD	AGA - NON DEDUCT Expense	699.23		699.23
201512	WCS Spreadsheet A 27764 37030708	J110-0100-1215 Adjustment USD	EELobbying -Expense	4,484.62	4,484.62	
201601	Labor and Burden	Labor and Burden	Labor and Burden	19,978.57	15,583.28	4,395.29
201601	REPUBLIC CONSULTING LLC	340	-CONSULTING	4,400.00	3,432.00	968.00
201601	REPUBLIC CONSULTING LLC	410	-CONSULTING	4,400.00	3,432.00	968.00
201601	THE LANSBURGH	THELAN216	-LEASE - M BEER	1,806.68	1,409.21	397.47
201601	THE ROTUNDA GROUP LLC	3016	-CONSULTANT SERVICES	1,958.02	1,527.26	430.76
201601	Vehicle Costs Vehicle Cost Allocation A 201602030249 37312602	Company 0110 Vehicle Costs Vehicle Cost Allocation U	Vehicle Costs Allocated from Project VEHK2004	669.29	522.05	147.24
201601	WCS Spreadsheet A 27764 37312783	J110-0100-0116 Adjustment USD	AGA - NON DEDUCT Expense	741.18		741.18
201601	WCS Spreadsheet A 27764 37312783	J110-0100-0116 Adjustment USD	EELobbying -Expense	3,943.08	3,943.08	
201602	AT&T MOBILITY	11-FEB-16-SERV-AT&T MOBILITY	Monthly Cell Phone Expenses	630.20	491.56	138.64
201602	Freibert Jr, David J	675641	-Fees / Permits / Licenses	1,080.53	842.81	237.72

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Total Amount	Electric	Gas
201602	Labor and Burden	Labor and Burden	Labor and Burden	22,169.42	17,292.15	4,877.27
201602	REPUBLIC CONSULTING LLC	425	-CONSULTING	4,400.00	3,432.00	968.00
201602	SNW Spreadsheet A 27138 37588216	J110-0100-0216 Adjustment USD	AGA Non Deduct Expense	741.18		741.18
201602	SNW Spreadsheet A 27138 37588216	J110-0100-0216 Adjustment USD	EEI Lobbying -Expense	3,943.08	3,943.08	
201602	THE LANSBURGH	THELAN2016-FEB-16	-Recurring lease for apartment at 420 7th St NW #807, Washington DC	1,806.68	1,409.21	397.47
201602	THE ROTUNDA GROUP LLC	3040	-SERVICES	1,958.02	1,527.26	430.76
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	-HUNTON & WILLIAMS #181975	2,350.00	1,833.00	517.00
201603	FAA-WCS Spreadsheet A 27764 37911120	J110-0100-0316 Adjustment USD	AGA Non Deduct Expense	741.18		741.18
201603	FAA-WCS Spreadsheet A 27764 37911120	J110-0100-0316 Adjustment USD	EEI Lobbying -Expense	3,943.08	3,943.08	
201603	Labor and Burden	Labor and Burden	Labor and Burden	11,522.06	8,987.21	2,534.85
201603	REPUBLIC CONSULTING LLC	444	-CONSUTLING	4,400.00	3,432.00	968.00
201603	THE LANSBURGH	THELAN2016-MAR-16	-Recurring lease for apartment at 420 7th St NW #807, Washington DC	1,806.68	1,409.21	397.47
201603	THE ROTUNDA GROUP LLC	3075	-CONSULTANT SERVICES	1,958.02	1,527.26	430.76
201603	US BANK NATIONAL ASSOCIATION ND	30-MAR-2016 08:03 SERV	-HUNTON & WILLIAMS #181975	4,700.00	3,666.00	1,034.00
201604	FAA-WCS Spreadsheet A 27764 38171304	J110-0100-0416 Adjustment USD	AGA Non Deduct Expense	741.18		741.18
201604	FAA-WCS Spreadsheet A 27764 38171304	J110-0100-0416 Adjustment USD	EEI Lobbying -Expense	3,943.08	3,943.08	
201604	Freibert Jr, David J	706684	-Meals - Offsite / Mtgs / Business Travel	509.06	397.07	111.99
201604	Labor and Burden	Labor and Burden	Labor and Burden	12,023.82	9,378.58	2,645.24
201604	THE LANSBURGH	THELAN2016-APR-16	-Recurring lease for apartment at 420 7th St NW #807, Washington DC	1,806.68	1,409.21	397.47
201604	THE ROTUNDA GROUP LLC	3105	-GOV. RELATIONS SERVICE	1,958.02	1,527.26	430.76
201605	Clark, Caroline	726701	-Fees / Permits / Licenses	564.00	439.92	124.08
201605	Clark, Caroline	726701	-Lodging	613.35	478.41	134.94
201605	FAA-WCS Spreadsheet A 27764 38458803	J110-0100-0516 Adjustment USD	AGA Non Deduct Expense	741.18		741.18
201605	FAA-WCS Spreadsheet A 27764 38458803	J110-0100-0516 Adjustment USD	EEI Lobbying -Expense	3,943.08	3,943.08	
201605	Labor and Burden	Labor and Burden	Labor and Burden	9,646.82	7,524.52	2,122.30
201605	REPUBLIC CONSULTING LLC	358	-CONSULTING	4,600.00	3,588.00	1,012.00
201605	THE LANSBURGH	THELAN2016-MAY-16	-Recurring lease for apartment at 420 7th St NW #807, Washington DC	1,768.24	1,379.23	389.01
201605	Thompson, Paul W	722733	-Fees / Permits / Licenses	1,499.00	1,169.22	329.78
201605	US BANK NATIONAL ASSOCIATION ND	27-APR-2016 07:04 LELLC	-IHS GLOBAL #466221	1,150.00	897.00	253.00
201605	US BANK NATIONAL ASSOCIATION ND	27-MAY-2016 07:05 SERV	-HUNTON & WILLIAMS #181975	4,617.03	3,601.28	1,015.75
201605	Vehicle Costs Vehicle Cost Allocation A 201606030656 38467807	Company 0100 Vehicle Costs Vehicle Cost Allocation U	Vehicle Costs Allocated from Project VEHL2004	685.34	534.57	150.77
201606	AT&T MOBILITY	10-JUN-16-SERV-AT&T MOBILITY	Monthly Cell Phone Expenses	622.01	485.17	136.84
201606	FAA-WCS Spreadsheet A 27764 38737392	J110-0100-0616 Adjustment USD	AGA Non Deduct Expense	741.18		741.18
201606	FAA-WCS Spreadsheet A 27764 38737392	J110-0100-0616 Adjustment USD	EEI Lobbying -Expense	3,943.08	3,943.08	
201606	Labor and Burden	Labor and Burden	Labor and Burden	11,520.38	8,985.90	2,534.48
201606	REPUBLIC CONSULTING LLC	504	-CONSULTING	4,600.00	3,588.00	1,012.00
201606	THE LANSBURGH	THELAN2016-JUN-16	-Recurring lease for apartment at 420 7th St NW #807, Washington DC	1,768.24	1,379.23	389.01
201606	THE ROTUNDA GROUP LLC	3139	-GOV. RELATIONS SERVICES-GOV. RELATIONS SERVICES	1,958.02	1,527.26	430.76
201606	THE ROTUNDA GROUP LLC	3169	-GOV. RELATIONS SERVICES	1,958.02	1,527.26	430.76
201606	THE ROTUNDA GROUP LLC	3195	-SERVICES	1,958.02	1,527.26	430.76
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 SERV	-HUNTON & WILLIAMS #181975	2,300.00	1,794.00	506.00
201607	Clark, Caroline	740684	-Fees / Permits / Licenses	599.25	467.42	131.84
201607	FAA-WCS Spreadsheet A 27764 38993129	J110-0100-0716 Adjustment USD	AGA Non Deduct Expense	741.18		741.18
201607	FAA-WCS Spreadsheet A 27764 38993129	J110-0100-0716 Adjustment USD	EEI Lobbying -Expense	3,943.08	3,943.08	
201607	Freibert Jr, David J	742785	-Lodging	722.31	563.40	158.91
201607	Labor and Burden	Labor and Burden	Labor and Burden	13,448.22	10,489.61	2,958.61
201607	REPUBLIC CONSULTING LLC	464	-CONSULTING	4,600.00	3,588.00	1,012.00
201607	REPUBLIC CONSULTING LLC	484	-CONSULTING	4,600.00	3,588.00	1,012.00
201607	REPUBLIC CONSULTING LLC	525	-CONSULTING	4,600.00	3,588.00	1,012.00
201607	Siemens, George Robert	742788	-Lodging	1,395.15	1,088.22	306.93
201607	THE LANSBURGH	THELAN2016-JUL-16	-Recurring lease for apartment at 420 7th St NW #807, Washington DC	1,768.24	1,379.23	389.01
201607	THE ROTUNDA GROUP LLC	3223	-SERVICES	1,958.02	1,527.26	430.76
201607	WATERWAYS COUNCIL INC	53406	-MEMBERSHIP DUES	4,793.72	4,793.72	
201608	FAA-WCS Spreadsheet A 27764 39279508	J110-0100-0816 Adjustment USD	AGA Non Deduct Expense	741.18		741.18
201608	FAA-WCS Spreadsheet A 27764 39279508	J110-0100-0816 Adjustment USD	EEI Lobbying -Expense	3,943.08	3,943.08	
201608	Labor and Burden	Labor and Burden	Labor and Burden	18,391.86	14,345.65	4,046.21
201608	Lehn, Jennifer Marie	756803	-Miscellaneous	599.97	467.98	131.99

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Total Amount	Electric	Gas
201609	FAA-SNW Spreadsheet A 27138 39532122	J110-0100-0916 Adjustment USD	AGA Non Deduct Expense	741.18		741.18
201609	FAA-SNW Spreadsheet A 27138 39532122	J110-0100-0916 Adjustment USD	EEl Lobbying -Expense	3,943.08	3,943.08	
201609	HANNAH NEWS SERVICE MIDWEST LLC	11540	-2017 KLS REPORTS	1,149.54	896.64	252.90
201609	Labor and Burden	Labor and Burden	Labor and Burden	12,505.81	9,754.53	2,751.28
201609	REPUBLIC CONSULTING LLC	545	-CONSULTING	4,600.00	3,588.00	1,012.00
201609	REPUBLIC CONSULTING LLC	565	-CONSULTING	4,600.00	3,588.00	1,012.00
201609	THE LANSBURGH	TJNK5582916	-FINAL LEASE PAYMENT	1,768.24	1,379.23	389.01
201609	THE ROTUNDA GROUP LLC	3252	-SERVICES	1,958.02	1,527.26	430.76
201609	THE ROTUNDA GROUP LLC	3279	-SERVICES	1,958.02	1,527.26	430.76
201610	FAA-WCS Spreadsheet A 27764 39787245	J110-0100-1016 Adjustment USD	AGA Non Deduct Expense	741.18		741.18
201610	FAA-WCS Spreadsheet A 27764 39787245	J110-0100-1016 Adjustment USD	EEl Lobbying -Expense	3,943.08	3,943.08	
201610	Freibert Jr, David J	771909	-Lodging	1,038.47	810.01	228.46
201610	Freibert Jr, David J	783926	-Lodging	5,281.64	4,119.68	1,161.96
201610	Keene, Lourie Jean	786888	-Meals - Offsite / Mtgs / Business Travel	1,721.43	1,342.72	378.71
201610	Keene, Lourie Jean	786888	-Miscellaneous	520.81	406.23	114.58
201610	Labor and Burden	Labor and Burden	Labor and Burden	15,180.21	12,405.32	2,774.89
201610	Lehn, Jennifer Marie	783793	-Meals - Offsite / Mtgs / Business Travel	588.93	459.37	129.56
201610	THE ROTUNDA GROUP LLC	3303	-SERVICES	1,958.02	1,527.26	430.76
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-HUNTON & WILLIAMS #181975	2,300.00	1,794.00	506.00
Various	Various	Various	Various - Individual Transactions Under \$500	234,519.49	183,880.17	50,639.32
<b>Total Expenditures for Certain Civic, Political and Related Activities</b>				<b>633,524.82</b>	<b>501,170.40</b>	<b>132,354.42</b>
201603	LOUISVILLE METRO AIR POLLUTION	LOUISV020916	-PENALTY	9,000.00	9,000.00	
201603	SERC RELIABILITY CORP	SERCRE031416	-PENALTY	3,374.00	3,374.00	
201608	SERC RELIABILITY CORP	20160009	-PENALTY	31,362.50	25,678.25	5,684.25
201609	KENTUCKY STATE TREASURER	KENTUC092116LGE	-PENALTY	10,000.00		10,000.00
201511	CARDINAL HILLS GOLF COURSE LLC	LGE2015	-POWER OF ONE	2,288.00	2,288.00	
201511	CCS_LGE_INTRFCE.20151113.20113.txt CCS_LGE A 201511 36515074	CCS_LGE USD	Customer Charge - Economic Development	14,591.45	14,591.45	
201511	CCS_LGE_INTRFCE.20151123.21801.txt CCS_LGE A 201511 36608730	CCS_LGE USD 3	Customer Charge - Economic Development	11,841.98	11,841.98	
201511	CCS_LGE_INTRFCE.20151124.21710.txt CCS_LGE A 201511 36619603	CCS_LGE USD	Customer Charge - Economic Development	17,502.65	17,502.65	
201511	FREDERICK ASSET PROTECTION LLC	3862	-Pay Frederick Asset Protection Invoice #3862 for off duty police at Power of 1 Softball	900.00	711.00	189.00
201511	Hall, Kelly	628438	-Meals - Offsite / Mtgs / Business Travel	800.00	632.00	168.00
201511	Hall, Kelly		-Miscellaneous	2,260.00	1,785.40	474.60
201511	Hall, Kelly	645601	-Miscellaneous	2,619.11	2,069.10	550.01
201511	Keene, Lourie Jean	637511	-Miscellaneous Transportation	1,122.95	887.13	235.82
201511	NEI GLOBAL RELOCATION COMPANY	484877	-COD TMP Moving expenses for Trevor Fallis	2,752.00	2,174.08	577.92
201511	NEI GLOBAL RELOCATION COMPANY	486913	-INV. #486913 - NEW HOME PURCHASING EXPENSES - NEW HOME CLOSING COST	552.77	552.77	
201511	NEI GLOBAL RELOCATION COMPANY	491198	-Relocation expense Tedra Thomas	4,835.64	4,835.64	
201511	SML Spreadsheet A 12046 36717867	J259-0100-1115 Adjustment USD	Journal Import Created	(6,550.58)	(5,174.96)	(1,375.62)
201511	SML Spreadsheet A 26759 36688405	J256-0100-1115 Adjustment USD	To record medical costs related to CR Severance	1,689.57	1,334.76	354.81
201511	STEPTOE & JOHNSON PLLC	700042	-PROFESSIONAL SERVICES	1,887.00	1,490.73	396.27
201511	Tapp, Kenneth L	647611	-Miscellaneous	500.00	500.00	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 07:11 LUTL	-BEST BUY MHT 00003335 #314700	4,378.27	4,378.27	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 07:11 LUTL	-HALLS CAFETERIA AND CATER #306567	6,750.74	6,750.74	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 07:11 LUTL	-KINGSLEY MEAT & SEAFOOD #026763	2,773.88	2,773.88	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 07:11 LUTL	-PFG*PROFORMA #026706	8,547.84	8,547.84	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 07:11 LUTL	-PFG*PROFORMA #517864	1,050.04	1,050.04	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 07:11 LUTL	-PFG*PROFORMA #774324	3,594.00	3,594.00	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 07:11 LUTL	-THE CATERING COMPANY #972861	1,160.37	1,160.37	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 07:11 LUTL	-TYLER MOUNTAIN WATER COMP #026763	556.68	556.68	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 07:11 LUTL	-VICTORIA'S CATERING #314700	2,035.25	2,035.25	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	-HOLIDAY WORLD #753403	2,769.43	2,187.85	581.58
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	-KINGSLEY MEAT & SEAFOOD #420491	822.33	822.33	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	-KROGER #780 #420491	759.80	759.80	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	-LADYFINGERS FINE CATER #774258	3,942.41	3,114.50	827.91
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	-LANDS END BUS OUTFITTERS #834060	1,028.36	812.40	215.96
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	-MARRIOTT LOUISVILLE #774290	3,118.95	3,118.95	
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	-OC TANNER #358625	13,060.44	10,317.75	2,742.69
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	-PFG*PROFORMA #425854	607.56	479.97	127.59

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Total Amount	Electric	Gas
201511	US BANK NATIONAL ASSOCIATION ND	23-NOV-2015 11:11 SERV	-US BANK FIS BULK #418891	1,426.55	1,126.97	299.58
201511	Labor and Burden	Labor and Burden	Labor and Burden	5,872.28	4,639.10	1,233.18
201511	Reverses "J008-0110-1015 Adjustment USD"04-NOV-15 10:35:15 - 36418835	Reverses "J008-0110-1015 Adjustment USD"04-NOV-2015 10:35:15/Glide Portland Scholarship - LG&E service	Journal Import Created	(522.28)	(412.60)	(109.68)
201511	Reverses "J705-0020-1015 Adjustment USD"02-NOV-15 09:29:59 - 36396342	Reverses "J705-0020-1015 Adjustment USD"02-NOV-2015 09:29:59	Legal Accrual, Invoice 700042	(1,887.00)	(1,490.73)	(396.27)
201512	Ashton, John Marc	650647	-Training	858.00	858.00	
201512	BALCH AND BINGHAM LLP	589064	-PROFESSIONAL SERVICES	4,945.00	3,906.55	1,038.45
201512	C & S H INC	1OCT15	-C & S H Inc. October Invoice	559.57	442.06	117.51
201512	CCS_LGE_INTRFCE.20151218.20904.txt CCS_LGE A 201512 36858150	CCS_LGE USD 2	Customer Charge - Economic Development	22,292.66	22,292.66	
201512	CCS_LGE_INTRFCE.20151221.24007.txt CCS_LGE A 201512 36885250	CCS_LGE USD 3	Customer Charge - Economic Development	2,726.57	2,726.57	
201512	CCS_LGE_INTRFCE.20151223.20340.txt CCS_LGE A 201512 36904672	CCS_LGE USD	Customer Charge - Economic Development	11,841.98	11,841.98	
201512	CCS_LGE_INTRFCE.20151229.22504.txt CCS_LGE A 201512 36958121	CCS_LGE USD	Customer Charge - Economic Development	16,861.90	16,861.90	
201512	Keene, Lourie Jean	645752	-Lease / Rental - Other	6,171.50	4,875.49	1,296.02
201512	KELLER AND HECKMAN LLP	10041740A	-PROFESSIONAL SERVICES	542.50	428.58	113.93
201512	KELLER AND HECKMAN LLP	10048410	-PROFESSIONAL SERVICES	3,620.00	2,859.80	760.20
201512	KELLER AND HECKMAN LLP	10048777	-PROFESSIONAL SERVICES	660.00	521.40	138.60
201512	MASS PRODUCTION INC	1561	-Mass Production Invoice 1561 and 1556, Mass Production Managers' Mtg and Satisfaction DVD	877.50	693.23	184.28
201512	Mudd, Kenneth J	648644	-Employee Recognition	735.00	580.65	154.35
201512	NEI GLOBAL RELOCATION COMPANY	486241	-COD TMP Keith Kline relocation expenses	1,485.50	1,173.55	311.96
201512	NEI GLOBAL RELOCATION COMPANY	491197	-COD TMP Keith Kline relocation expenses	735.00	580.65	154.35
201512	NEI GLOBAL RELOCATION COMPANY	492105	-NEI Global Relocation Company; Payment of Invoice #492105, \$2,222.66	866.84	866.84	
201512	NEI GLOBAL RELOCATION COMPANY	500983	-To pay invoice 500983 relocation expenses for Trevor Fallis	2,089.01	1,650.32	438.69
201512	PAY-PJS Spreadsheet A 8692 36885803	J305-0100-1215 Adjustment USD	Cane Run Severance	75,233.60	75,233.60	
201512	PGS CUSTOM PRODUCTS	209163	-PGS Custom Products Invoice #209163 T-shirts for Turkey Bowl	1,314.94	1,038.80	276.14
201512	Sinclair, David S	650639	-Employee Recognition	657.32	519.28	138.04
201512	Sinclair, David S	650640	-Entertainment - Company Event	1,280.00	1,011.20	268.80
201512	SML Spreadsheet A 12046 37007640	J257-0100-1215 Accrual USD	To record medical costs related to CR Severance	6,639.57	5,245.26	1,394.31
201512	Staffieri, Victor Alex	645723	-Lodging	2,784.40	2,199.68	584.72
201512	STEPTOE & JOHNSON PLLC	702724	-PROFESSIONAL SERVICES	1,443.00	1,139.97	303.03
201512	STEPTOE & JOHNSON PLLC	702725	-PROFESSIONAL SERVICES	3,245.50	2,563.95	681.56
201512	STEPTOE & JOHNSON PLLC	705397	-PROFESSIONAL SERVICES	1,125.00	888.75	236.25
201512	Tapp, Kenneth L	659656	-Meals - Social (All Empl) / Departmental	608.76	608.76	
201512	Tapp, Kenneth L	659657	-Miscellaneous	900.00	900.00	
201512	TAYLOR AVIATION	4687	-CHARTER SERVICE	3,422.08	2,703.44	718.64
201512	TAYLOR AVIATION	4707	-TRIP TO ALLENTOWN	6,024.28	4,759.18	1,265.10
201512	US BANK NATIONAL ASSOCIATION ND	02-DEC-2015 07:12 LUTL	-OPTICS PLANET INC #575234	8,170.00	8,170.00	
201512	US BANK NATIONAL ASSOCIATION ND	02-DEC-2015 09:12 SERV	-KINGSLEY MEAT & SEAFOOD #753403	750.26	592.71	157.55
201512	US BANK NATIONAL ASSOCIATION ND	02-DEC-2015 09:12 SERV	-LADYFINGERS FINE CATER #425847	6,414.70	5,067.61	1,347.09
201512	US BANK NATIONAL ASSOCIATION ND	02-DEC-2015 09:12 SERV	-PAYPAL *TWILIGHTENT #420491	725.00	725.00	
201512	US BANK NATIONAL ASSOCIATION ND	02-DEC-2015 09:12 SERV	-PFG*PROFORMA #333618	505.88	399.65	106.23
201512	US BANK NATIONAL ASSOCIATION ND	02-DEC-2015 09:12 SERV	-US BANK FIS BULK #418891	11,109.76	8,776.71	2,333.05
201512	US BANK NATIONAL ASSOCIATION ND	28-OCT-2015 08:10 SERV	-KROGER #768 #642563	1,104.00	872.16	231.84
201512	US BANK NATIONAL ASSOCIATION ND	28-OCT-2015 08:10 SERV	-LADYFINGERS FINE CATER #420640	1,191.28	941.11	250.17
201512	US BANK NATIONAL ASSOCIATION ND	29-SEP-2015 13:09 SERV	-FREE ENTERPRISE SYSTEM #406519	517.39	408.74	108.65
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 09:12 LUTL	-FSG CREST HOLIDAY CARDS #504391	515.45	515.45	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 09:12 LUTL	-KINGSLEY MEAT & SEAFOOD #702853	779.00	779.00	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 09:12 LUTL	-MARKS FEEDSTORE DIXIE H #026763	530.80	530.80	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 09:12 LUTL	-PFG*PROFORMA #026706	1,426.76	1,426.76	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 09:12 LUTL	-RT ONLINE #95307 #305445	913.62	721.76	191.86
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 09:12 LUTL	-RT ONLINE #95307 #306773	567.92	448.66	119.26
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 09:12 LUTL	-THE CATERING COMPANY #972861	1,222.12	1,222.12	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 09:12 LUTL	-TYLER MOUNTAIN WATER COMP #026763	752.70	752.70	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 09:12 LUTL	-WALGREENS #4194 #972788	725.00	725.00	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-AD-VENTURE PROMOTIONS #418891	1,403.14	1,403.14	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-ANGELO'S IN THE GAP #753262	633.16	500.20	132.96

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Total Amount	Electric	Gas
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-APL*APPLE ONLINE STORE #050226	4,053.42	3,202.20	851.22
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-BRISTOL BAR & GRILLE #418867	574.42	574.42	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-CROWNE PLAZA LOUISVILL #420509	17,003.69	13,432.92	3,570.77
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-IN *GOODSON CLOTHING & SU #395039	1,838.00	1,838.00	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-J ALEXANDERS 02000198 #753403	529.79	418.53	111.26
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-LADYFINGERS FINE CATER #406519	903.31	713.61	189.70
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-LADYFINGERS FINE CATER #774258	17,088.79	13,500.14	3,588.65
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-LOUISVILLE GAS & ELECTRIC #259938	1,963.50	1,963.50	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-MARRIOTT LOUISVILLE #420491	11,221.81	11,221.81	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-OC TANNER #358625	7,480.54	5,909.63	1,570.91
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-PFG*PROFORMA #009926	801.56	633.23	168.33
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-PFG*PROFORMA #420533	1,272.00	1,004.88	267.12
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-PFG*PROFORMA #774258	780.27	616.41	163.86
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-PFG*PROFORMA #940603	1,025.59	1,025.59	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-SQ *CRESCENDO BAR/TIM FAU #406519	514.50	406.46	108.05
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-STONE HEARTH RESTAURANT #420509	1,251.48	988.67	262.81
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-THE CATERING COMPANY #746199	575.76	575.76	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-THE FEED MILL - MORGAN #753171	621.00	490.59	130.41
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-THE GRAND #058881	904.15	904.15	
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-THE SILVER SPOON II #834060	587.60	464.20	123.40
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-US BANK FIS BULK #418891	5,241.04	4,140.42	1,100.62
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-WAL-MART #5417 #753403	512.24	404.67	107.57
201512	US BANK NATIONAL ASSOCIATION ND	30-DEC-2015 11:12 SERV	-WM SUPERCENTER #2691 #753403	690.00	545.10	144.90
201512	Labor and Burden	Labor and Burden	Labor and Burden	21,948.77	20,811.69	1,137.08
201601	Bellar, Lonnie E	663632	-Employee Recognition	7,205.00		7,205.00
201601	Bellar, Lonnie E	663633	-Entertainment - Employee Recognition	2,018.07		2,018.07
201601	Boone, Katrina Nicole	Labor Cost	Labor Cost	572.95	572.95	
201601	C & S H INC	1DEC15	-C & S H, Inc. December 2015 Invoice	4,076.57	3,179.72	896.85
201601	CCS_LGE_INTRFCE.20160126.23159.txt CCS_LGE A 201601 37236894	CCS_LGE USD	Customer Charge - Economic Development	11,841.98	11,841.98	
201601	CCS_LGE_INTRFCE.20160127.23538.txt CCS_LGE A 201601 37247340	CCS_LGE USD 2	Customer Charge - Economic Development	2,726.57	2,726.57	
201601	CCS_LGE_INTRFCE.20160128.23247.txt CCS_LGE A 201601 37257733	CCS_LGE USD	Customer Charge - Economic Development	989.26	989.26	
201601	CCS_LGE_INTRFCE.20160129.21542.txt CCS_LGE A 201601 37267727	CCS_LGE USD	Customer Charge - Economic Development	14,621.18	14,621.18	
201601	Cockerill, Butch	667619	-Meals - Social (All Empl) / Departmental	954.47	744.49	209.98
201601	Guhy, Jacob Lewis	Labor Cost	Labor Cost	580.21	580.21	
201601	Hall, Kelly	657604	-Entertainment - Company Event	810.00	631.80	178.20
201601	Hall, Kelly	671688	-Miscellaneous	4,282.86	3,340.63	942.23
201601	J BRUCE MILLER LAW GRP	JBM123115	-PROFESSIONAL SERVICES	1,750.00	1,365.00	385.00
201601	Keemer, Gabriela Rozalia	669608	-Meals - Social (All Empl) / Departmental	543.15	423.66	119.49
201601	Keene, Lourie Jean	657645	-Entertainment - Employee Recognition	1,350.00	1,053.00	297.00
201601	Keene, Lourie Jean	657646	-Meals - Onsite / Mtgs	2,039.16	1,590.54	448.62
201601	King, Cameron Michael	Labor Cost	Labor Cost	580.21	580.21	
201601	Lucas, Michael William	665603	-Employee Recognition	2,202.85	2,202.85	
201601	McFarland, Elizabeth J	666631	-Meals - Social (All Empl) / Departmental	1,414.51	1,414.51	
201601	McIntire, Michael S	Labor Cost	Labor Cost	580.21	580.21	
201601	Mudd, Kenneth J	664640	-Entertainment - Employee Recognition	615.70	480.25	135.45
201601	Mukundan, Priya	669615	-Meals - Offsite / Mtgs / Business Travel	1,349.43	1,052.56	296.87
201601	NEI GLOBAL RELOCATION COMPANY	499875	-INV. #499875 - HOUSEHOLD GOODS MOVING EXPENSES FOR DAVE BEAUCHAM	545.00	545.00	
201601	NEI GLOBAL RELOCATION COMPANY	500982	-INV. #500982 - HOUSEHOLD GOODS MOVING EXPENSES FOR DAVE BEAUCHAM	8,342.56	8,342.56	
201601	NEI GLOBAL RELOCATION COMPANY	504505	-INV #504505 - RELOCATION EXPENSES FOR PETER HOLIAN	11,383.83	11,383.83	
201601	Rose, Robert E	663633	-Meals - Social (All Empl) / Departmental	4,614.29	4,614.29	
201601	Staton, Edwin R	666613	-Employee Recognition	2,628.63	2,050.33	578.30
201601	US BANK NATIONAL ASSOCIATION ND	27-JAN-2016 12:01 SERV	-IN BLOOM AGAIN #419873	531.85	414.84	117.01
201601	US BANK NATIONAL ASSOCIATION ND	27-JAN-2016 12:01 SERV	-LADYFINGERS FINE CATER #419873	6,551.12	5,109.87	1,441.25
201601	US BANK NATIONAL ASSOCIATION ND	27-JAN-2016 12:01 SERV	-LADYFINGERS FINE CATER #420491	3,402.75	3,402.75	
201601	US BANK NATIONAL ASSOCIATION ND	27-JAN-2016 12:01 SERV	-OC TANNER #358625	2,779.86	2,168.29	611.57
201601	US BANK NATIONAL ASSOCIATION ND	27-JAN-2016 12:01 SERV	-PFG*PROFORMA #774258	3,146.10	2,453.96	692.14
201601	US BANK NATIONAL ASSOCIATION ND	27-JAN-2016 12:01 SERV	-RENT & RAVE #419873	561.47	437.95	123.52

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Total Amount	Electric	Gas
201601	Labor and Burden	Labor and Burden	Labor and Burden	4,189.36	3,267.70	921.66
201602	Archer, James M	678853	-Meals - Social (All Empl) / Departmental	1,005.39	1,005.39	
201602	CAS Spreadsheet A 26312 37587278	J255-0020-0216 Accrual USD	Reclass Expense Report 664623 BTL Charges	1,330.00	1,330.00	
201602	CCS_LGE_INTRFCE.20160222.24752.txt CCS_LGE A 201602 37501200	CCS_LGE USD 3	Customer Charge - Economic Development	3,108.85	3,108.85	
201602	CCS_LGE_INTRFCE.20160224.23803.txt CCS_LGE A 201602 37521597	CCS_LGE USD	Customer Charge - Economic Development	13,468.68	13,468.68	
201602	CCS_LGE_INTRFCE.20160226.20719.txt CCS_LGE A 201602 37541944	CCS_LGE USD	Customer Charge - Economic Development	17,215.27	17,215.27	
201602	CCS_LGE_INTRFCE.20160301.24858.txt CCS_LGE A 201603 37579576	CCS_LGE USD 2	Customer Charge - Economic Development	1,161.36	1,161.36	
201602	J BRUCE MILLER LAW GRP	JBM012816	-PROFESSIONAL SERVICES	1,750.00	1,365.00	385.00
201602	Keene, Lourie Jean	672612	-Lease / Rental - Other	1,788.60	1,395.11	393.49
201602	Keene, Lourie Jean	672613	-Meals - Offsite / Mtgs / Business Travel	12,088.53	9,429.05	2,659.48
201602	Krems, Ashley Katherine	Labor Cost	Labor Cost	1,469.11	1,469.11	
201602	Mudd, Kenneth J	676617	-Employee Recognition	1,690.50	1,318.59	371.91
201602	NEI GLOBAL RELOCATION COMPANY	505757	-INV. #505757 - OLD HOME SELLING EXPENSES FOR DAVID BEAUCHAM	2,092.05	2,092.05	
201602	NEI GLOBAL RELOCATION COMPANY	506699	-Relocation Robert Conroy	6,748.82	5,264.08	1,484.74
201602	Slavinsky, Eric	671647	-Meals - Social (All Empl) / Departmental	854.49	666.50	187.99
201602	US BANK NATIONAL ASSOCIATION ND	27-JAN-2016 09:01 LUTL	-MARKS FEEDSTORE DIXIE H #026763	711.00	711.00	
201602	US BANK NATIONAL ASSOCIATION ND	27-JAN-2016 09:01 LUTL	-MARKS FEEDSTORE DIXIE H #306567	3,385.30	3,385.30	
201602	US BANK NATIONAL ASSOCIATION ND	27-JAN-2016 09:01 LUTL	-THE CATERING COMPANY #972861	3,176.96	3,176.96	
201602	US BANK NATIONAL ASSOCIATION ND	27-JAN-2016 09:01 LUTL	-TYLER MOUNTAIN WATER COMP #026763	917.03	917.03	
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 LUTL	-KINGSLEY MEAT & SEAFOOD #026763	1,609.20	1,609.20	
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 LUTL	-TYLER MOUNTAIN WATER COMP #026763	697.70	697.70	
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	-AIA CRP #774258	11,234.98	8,763.28	2,471.70
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	-AMAZON MKTPLACE PMTS #277689	609.38	475.32	134.06
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	-HILTON SUITES LEXINGTO #050226	899.18	701.36	197.82
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	-LADYFINGERS FINE CATER #347300	7,389.54	5,763.84	1,625.70
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	-LEXTRO #419626	2,915.44	2,274.04	641.40
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	-LOUISVILLE BATS LLC #424527	778.00	606.84	171.16
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	-LUNDYS SPECIAL EVENTS #419873	5,272.61	4,112.64	1,159.97
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	-MORRIS PROMOTIONAL #419311	13,282.68	10,360.49	2,922.19
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	-PALMERS FRESH GRILL #050226	1,273.87	993.62	280.25
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	-PFG*PROFORMA #774258	13,288.22	10,364.81	2,923.41
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	-SAL'S / HARRY'S #350127	745.66	581.61	164.05
201602	US BANK NATIONAL ASSOCIATION ND	29-FEB-2016 07:02 SERV	-US BANK FIS BULK #418891	595.10	464.18	130.92
201602	Vehicle Costs Vehicle Cost Allocation A 201603030356 37596373	Company 0100 Vehicle Costs Vehicle Cost Allocation USD	Vehicle Costs Allocated from Project VEHL2004	703.42	548.67	154.75
201602	Labor and Burden	Labor and Burden	Labor and Burden	2,947.82	2,299.30	648.52
201603	Bellar, Lonnie E	691688	-Meals - Offsite / Mtgs / Business Travel	827.94		827.94
201603	CCS_LGE_INTRFCE.20160321.25524.txt CCS_LGE A 201603 37774200	CCS_LGE USD 3	Customer Charge - Economic Development	3,108.84	3,108.84	
201603	CCS_LGE_INTRFCE.20160323.25100.txt CCS_LGE A 201603 37794304	CCS_LGE USD	Customer Charge - Economic Development	13,468.68	13,468.68	
201603	CCS_LGE_INTRFCE.20160328.25448.txt CCS_LGE A 201603 37835922	CCS_LGE USD 4	Customer Charge - Economic Development	17,012.56	17,012.56	
201603	CCS_LGE_INTRFCE.20160329.21639.txt CCS_LGE A 201603 37846041	CCS_LGE USD	Customer Charge - Economic Development	1,588.01	1,588.01	
201603	Hall, Kelly	696675	-Material - Office Supplies/Equipment	1,400.87	1,092.68	308.19
201603	J BRUCE MILLER LAW GRP	JBM022916	-PROFESSIONAL SERVICES	1,750.00	1,365.00	385.00
201603	Keemer, Gabriela Rozalia	693735	-Entertainment - Employee Recognition	724.78	565.33	159.45
201603	Keene, Lourie Jean	695685	-Lease / Rental - Office Equipment	882.12	688.05	194.07
201603	LOUISVILLE ORCHESTRA INC	LOUISV032216	-TICKET PURCHASE	3,248.00	2,533.44	714.56
201603	Mudd, Kenneth J	693677	-Employee Recognition	571.36	445.66	125.70
201603	NEI GLOBAL RELOCATION COMPANY	500984	-COD TMP Relocation expense for James Bottoms-Per Joan Lipp	3,092.78	3,092.78	
201603	PG-CAS Spreadsheet A 26312 37908597	J258-0100-0316 Accrual USD	-AWARDS CENTER #774399	541.87	541.87	
201603	PG-CAS Spreadsheet A 26312 37908598		-L2G*KY OF PARKS CO #774399	25,025.00	25,025.00	
201603	Ridley, Ryan Douglas	Labor Cost	Labor Cost	1,487.73	1,487.73	
201603	Slavinsky, Eric	691920	-Meals - Social (All Empl) / Departmental	1,017.36	793.54	223.82
201603	Snyder, Gregory D	692682	-Employee Recognition	649.78	506.83	142.95
201603	TAYLOR AVIATION	4759	-TRAVEL	8,656.97	6,752.44	1,904.53

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Total Amount	Electric	Gas
201603	US BANK NATIONAL ASSOCIATION ND	29-MAR-2016 11:03 LUTL	-HALLS CAFETERIA AND CATER #306567	4,362.57	4,362.57	
201603	US BANK NATIONAL ASSOCIATION ND	29-MAR-2016 11:03 LUTL	-LOWES #00705* #026706	542.80	542.80	
201603	US BANK NATIONAL ASSOCIATION ND	30-MAR-2016 08:03 SERV	-AIA CRP #774258	4,053.25	3,161.54	891.72
201603	US BANK NATIONAL ASSOCIATION ND	30-MAR-2016 08:03 SERV	-LANDS END BUS OUTFITTERS #624537	949.80	740.84	208.96
201603	US BANK NATIONAL ASSOCIATION ND	30-MAR-2016 08:03 SERV	-OC TANNER #358625	5,721.03	4,462.40	1,258.63
201603	US BANK NATIONAL ASSOCIATION ND	30-MAR-2016 08:03 SERV	-PFG*PROFORMA #774258	1,241.84	968.64	273.20
201603	US BANK NATIONAL ASSOCIATION ND	30-MAR-2016 08:03 SERV	-WAL-MART #0257 #753171	977.50	762.45	215.05
201603	US BANK NATIONAL ASSOCIATION ND	30-MAR-2016 08:03 SERV	-WAL-MART #1476 #277689	644.00	502.32	141.68
201603	US BANK NATIONAL ASSOCIATION ND	30-MAR-2016 08:03 SERV	-WM SUPERCENTER #739 #357309	885.50	690.69	194.81
201603	Labor and Burden	Labor and Burden	Labor and Burden	3,015.11	2,351.79	663.32
201604	CCS_LGE_INTRFCE.20160420.30104.txt CCS_LGE A 201604 38059153	CCS_LGE USD	Customer Charge - Economic Development	3,108.84	3,108.84	
201604	CCS_LGE_INTRFCE.20160422.22616.txt CCS_LGE A 201604 38077749	CCS_LGE USD	Customer Charge - Economic Development	13,468.68	13,468.68	
201604	CCS_LGE_INTRFCE.20160426.25716.txt CCS_LGE A 201604 38111040	CCS_LGE USD	Customer Charge - Economic Development	13,458.56	13,458.56	
201604	CCS_LGE_INTRFCE.20160428.30022.txt CCS_LGE A 201604 38130728	CCS_LGE USD	Customer Charge - Economic Development	1,931.67	1,931.67	
201604	Clyde, Peter J	705715	-Miscellaneous	1,203.32		1,203.32
201604	DCS-GJD Spreadsheet A 10930 38033708	J266-0100-0416 Prior Period Adjustment USD	Correct task and expend type	1,000.00		1,000.00
201604	Hincker, Loren C	705701	-Employee Recognition	1,060.85	827.46	233.39
201604	J BRUCE MILLER LAW GRP	JBM040416	-PROFESSIONAL SERVICES	1,750.00	1,365.00	385.00
201604	KENTUCKY STATE TREASURER	02-MAY-2016 11:41 KY U	-15402/E10323/1-15402/E10323/1	3,690.99	2,878.97	812.02
201604	LADYFINGERS FINE CATERING INC	E10323	-POWER OF ONE KICKOFF EVENT	61,516.57	47,982.92	13,533.65
201604	MASTER OF CEREMONIES INC	42116	-Master of Ceremonies Activities for Thunder 2016 Invoice#42116.	2,244.00	1,750.32	493.68
201604	MASTER OF CEREMONIES INC	42216	-Master of Ceremonies Hats/Parade,Management, Basketball/Triathlon Invoice#42216.	2,529.87	1,973.30	556.57
201604	McFarland, Elizabeth J	708663	-Meals - Social (All Empl) / Departmental	912.77	912.77	
201604	NEI GLOBAL RELOCATION COMPANY	513590	-NEI Global Relocation Company invoice #513590, dated Mar. 14, 2016 in amount of \$1500.22.	705.10	549.98	155.12
201604	NEI GLOBAL RELOCATION COMPANY	517637	-INV #517637 - HOUSEHOLD GOODS MOVED & AUTO TRANSPORT FOR PETER HOLIAN ON 3/28/16	9,236.82	9,236.82	
201604	NEI GLOBAL RELOCATION COMPANY	518626	-Relocation Services for new employee Jason Estel reports to Jamie Archer in DCC , invoice number 518626	6,031.60	6,031.60	
201604	PARC	PARC040416	-PARKING FEE ATTENDEES TO THUNDER OVER LOUISVILLE	17,440.00	13,603.20	3,836.80
201604	SUE WILLS CATERING LLC	SUEWIL032816	-To pay invoice dated 3-28-16, Retiree lunch for Sandy Gentry celebration department lunch	1,015.50	1,015.50	
201604	Thompson, Paul W	703711	-Meals - Offsite / Mtgs / Business Travel	541.53	422.39	119.14
201604	US BANK NATIONAL ASSOCIATION ND	27-APR-2016 07:04 LELLC	-EMBROIDME #917086	542.01	422.77	119.24
201604	US BANK NATIONAL ASSOCIATION ND	27-APR-2016 08:04 LUTL	-CHICK-FIL-A #00161 #972861	858.92	858.92	
201604	US BANK NATIONAL ASSOCIATION ND	27-APR-2016 08:04 LUTL	-PFG*PROFORMA #026706	618.23	618.23	
201604	US BANK NATIONAL ASSOCIATION ND	27-APR-2016 09:04 SERV	-GRAETERS90A #419311	918.28	716.26	202.02
201604	US BANK NATIONAL ASSOCIATION ND	27-APR-2016 09:04 SERV	-MESH LOUISVILLE #235979	2,064.64	1,610.42	454.22
201604	US BANK NATIONAL ASSOCIATION ND	27-APR-2016 09:04 SERV	-OC TANNER #358625	12,019.16	9,374.94	2,644.22
201604	US BANK NATIONAL ASSOCIATION ND	27-APR-2016 09:04 SERV	-PFG*PROFORMA #774258	1,405.42	1,096.23	309.19
201604	US BANK NATIONAL ASSOCIATION ND	27-APR-2016 09:04 SERV	-WALMART.COM 8009666546 #357309	590.13	460.30	129.83
201604	Labor and Burden	Labor and Burden	Labor and Burden	1,482.80	1,156.58	326.22
201605	C & S H INC	1APR16	-C & SH Inc. Invoice No: 1-Apr-16 Pay Period April 16th through April 30th. Contract 46964.	810.13	631.90	178.23
201605	CCS_LGE_INTRFCE.20160519.35105.txt CCS_LGE A 201605 38333197	CCS_LGE USD	Customer Charge - Economic Development	3,785.96	3,785.96	
201605	CCS_LGE_INTRFCE.20160524.33201.txt CCS_LGE A 201605 38377246	CCS_LGE USD	Customer Charge - Economic Development	17,673.08	17,673.08	
201605	CCS_LGE_INTRFCE.20160526.33955.txt CCS_LGE A 201605 38397392	CCS_LGE USD	Customer Charge - Economic Development	13,413.44	13,413.44	
201605	CCS_LGE_INTRFCE.20160527.31512.txt CCS_LGE A 201605 38406900	CCS_LGE USD	Customer Charge - Economic Development	1,644.76	1,644.76	
201605	Clyde, Peter J	722693	-Meals - Offsite / Mtgs / Business Travel	2,822.76		2,822.76
201605	FREDERICK ASSET PROTECTION LLC	4542	-Pay Frederick Asset Protection Invoice #4542 for Off Duty Police at Thunder Over Louisville	6,370.00	4,968.60	1,401.40
201605	Hall, Kelly	726719	-Miscellaneous	4,048.86	3,158.11	890.75
201605	J BRUCE MILLER LAW GRP	JBM043016	-PROFESSIONAL SERVICES	1,750.00	1,365.00	385.00

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Total Amount	Electric	Gas
201605	LADYFINGERS FINE CATERING INC	E12680	-LG&E THUMBER OVER LOUISVILLE	1,422.46	1,109.52	312.94
201605	NEI GLOBAL RELOCATION COMPANY	524798	-INV #524798 - OTHER MOVING RELOCATION EXPENSES FOR PETER HOLIAN	522.18	522.18	
201605	NEI GLOBAL RELOCATION COMPANY	524802	-Invoice # 524802 - Relocation Expenses for Mahyar Ghorbanian	5,750.72	5,750.72	
201605	Simon, Kyle Timothy	Labor Cost	Labor Cost	1,469.11	1,469.11	
201605	Sims, Bradley Michael	Labor Cost	Labor Cost	1,405.75	1,405.75	
201605	UNIVERSAL PROTECTION SERVICE, LLC	2038565	-Pay Universal Protection Service Invoice #2038565 for Guard Services at Thunder Over Louisville	665.90	519.40	146.50
201605	US BANK NATIONAL ASSOCIATION ND	27-MAY-2016 07:05 SERV	-BEELINE COURIER SERVIC #774258	1,288.05	1,004.68	283.37
201605	US BANK NATIONAL ASSOCIATION ND	27-MAY-2016 07:05 SERV	-DIXIE STAMPEDE TN #357309	1,303.64	1,016.84	286.80
201605	US BANK NATIONAL ASSOCIATION ND	27-MAY-2016 07:05 SERV	-LANDS END BUS OUTFITTERS #050226	1,508.12	1,176.33	331.79
201605	US BANK NATIONAL ASSOCIATION ND	27-MAY-2016 07:05 SERV	-MOORE SYNDICATION, IN #774258	674.19	525.87	148.32
201605	US BANK NATIONAL ASSOCIATION ND	27-MAY-2016 07:05 SERV	-OC TANNER #358625	8,727.07	6,807.11	1,919.96
201605	US BANK NATIONAL ASSOCIATION ND	27-MAY-2016 07:05 SERV	-PFG*PROFORMA #926164	1,087.96	848.61	239.35
201605	US BANK NATIONAL ASSOCIATION ND	27-MAY-2016 07:05 SERV	-QDOBA MEXICAN GRILL-2632 #425516	1,402.00	1,402.00	
201605	Watson, Zachary Lewis	Labor Cost	Labor Cost	1,487.73	1,487.73	
201605	Whelan, Mary C	722684	-Entertainment - Company Event	2,100.00	1,638.00	462.00
201605	Labor and Burden	Labor and Burden	Labor and Burden	9,834.70	7,671.07	2,163.63
201606	Bruner, Cheryl E	736790	-Meals - Offsite / Mtgs / Business Travel	3,444.78	2,686.93	757.85
201606	CAD-KEC Spreadsheet A 28220 38738034	J017-0020-0616 IC Adj USD	Kentucky Derby Festival-credit for parking charges for Thunder	(2,000.00)	(1,560.00)	(440.00)
201606	CCS_LGE_INTRFCE.20160621.33325.txt CCS_LGE A 201606 38625906	CCS_LGE USD	Customer Charge - Economic Development	4,460.72	4,460.72	
201606	CCS_LGE_INTRFCE.20160623.32849.txt CCS_LGE A 201606 38643421	CCS_LGE USD	Customer Charge - Economic Development	11,839.90	11,839.90	
201606	CCS_LGE_INTRFCE.20160627.30545.txt CCS_LGE A 201606 38673522	CCS_LGE USD 3	Customer Charge - Economic Development	25,430.02	25,430.02	
201606	CCS_LGE_INTRFCE.20160628.32302.txt CCS_LGE A 201606 38682925	CCS_LGE USD	Customer Charge - Economic Development	947.06	947.06	
201606	Hall, Kelly	740717	-Employee Recognition	1,000.00	780.00	220.00
201606	Hall, Kelly	740717	-Material - Office Supplies/Equipment	713.99	556.91	157.08
201606	Hall, Kelly	740717	-Meals - Offsite / Mtgs / Business Travel	607.01	473.47	133.54
201606	J BRUCE MILLER LAW GRP	JBM053116	-PROFESSIONAL SERVICES	1,750.00	1,365.00	385.00
201606	Keene, Lourie Jean	740716	-Entertainment - Employee Recognition	3,460.24	3,460.24	
201606	Keene, Lourie Jean	740716	-Lease / Rental - Office Equipment	1,498.12	1,168.53	329.59
201606	Keene, Lourie Jean	740716	-Lodging	755.58	589.35	166.23
201606	KENTUCKY DERBY MUSEUM	3536	-MANAGER MEETING DEC.2015	2,760.00	2,152.80	607.20
201606	LOUISVILLE CRASHERS LLC	LOUISV060916	-Deposit for Band for the 2016 Christmans Party (Entertainment for Mill Creek, Cane Run, Trimble Co.)	1,750.00	1,750.00	
201606	Staffieri, Victor Alex	736664	-Airfare	6,190.01	4,828.21	1,361.80
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 LUTL	-PFG*PROFORMA #308530	5,901.87		5,901.87
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 LUTL	-PFG*PROFORMA #719916	2,464.79		2,464.79
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 LUTL	-TYLER MOUNTAIN WATER COMP #026763	1,793.56	1,793.56	
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 SERV	-BELLE OF LOUISVILLE #309896	529.79	413.24	116.55
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 SERV	-CROWNE PLAZA LOUISVILL #499523	7,854.78	6,126.73	1,728.05
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 SERV	-GARMIN #123338	976.47	761.65	214.82
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 SERV	-KROGER #784 #050226	690.00	538.20	151.80
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 SERV	-OC TANNER #358625	6,037.76	4,709.45	1,328.31
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 SERV	-TINAS BBQ CATERING & #499473	1,201.30	1,201.30	
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 SERV	-WAL-MART #0739 #357309	759.00	592.02	166.98
201606	US BANK NATIONAL ASSOCIATION ND	29-JUN-2016 08:06 SERV	-WM SUPERCENTER #1476 #277689	690.00	538.20	151.80
201606	Wickizer, John Travis	Labor Cost	Labor Cost	1,469.11	1,469.11	
201606	Labor and Burden	Labor and Burden	Labor and Burden	4,574.97	3,568.48	1,006.49
201607	CCS_LGE_INTRFCE.20160721.33122.txt CCS_LGE A 201607 38886946	CCS_LGE USD	Customer Charge - Economic Development	4,740.23	4,740.23	
201607	CCS_LGE_INTRFCE.20160726.32429.txt CCS_LGE A 201607 38927986	CCS_LGE USD	Customer Charge - Economic Development	11,983.56	11,983.56	
201607	CCS_LGE_INTRFCE.20160728.32019.txt CCS_LGE A 201607 38946010	CCS_LGE USD	Customer Charge - Economic Development	26,922.22	26,922.22	
201607	J BRUCE MILLER LAW GRP	JBM063016	-PROFESSIONAL SERVICES	1,750.00	1,365.00	385.00
201607	Joyce, Jeffrey Ellis	747792	-Entertainment - Employee Recognition	1,497.00	1,497.00	
201607	Meiman, Gregory J	748911	-Meals - Social (All Empl) / Departmental	952.02	742.58	209.44
201607	MILLIKEN AND COMPANY	11439057	-Milliken - Quote for Papa John's Suite. Carpet tile: 25sy Oxygen Wink #418 36" cushion backed	520.72	406.16	114.56

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Total Amount	Electric	Gas
201607	NEI GLOBAL RELOCATION COMPANY	523479	-Invoice for moving expenses for Clifford Cooper	14,428.66	14,428.66	
201607	NEI GLOBAL RELOCATION COMPANY	524800	-COD TMP Relocation Services for Jason Estel, reports to Manager Jamie Archer in DCC group. contract number 99771	1,350.93	1,350.93	
201607	NEI GLOBAL RELOCATION COMPANY	526691	-COD TMP Relocation Services for Jason Estel- manager is Jamie Archer. Invoice no. 526691	1,335.60	1,335.60	
201607	NEI GLOBAL RELOCATION COMPANY	527574	-COD TMP Relocation Services for Jason Estel. Invoice number 527574	5,632.90	5,632.90	
201607	NEI GLOBAL RELOCATION COMPANY	527575	-Invoice # 527575 - Reloaction expenses for Mahyar Ghorbanian	1,193.72	1,193.72	
201607	NEI GLOBAL RELOCATION COMPANY	528739	-COD TMP Relocation Services for Jason Estel. Manager Jamie Archer. Invoice number 528739	5,470.04	5,470.04	
201607	NEI GLOBAL RELOCATION COMPANY	535023	-Invoice # 535023 - Reloaction expenses for Mahyar Ghorbanian	7,813.08	7,813.08	
201607	NEI GLOBAL RELOCATION COMPANY	535911	-NEI invoice #535911 totaling \$44,175.00 for the relocation of Robert Conroy	20,320.50	15,849.99	4,470.51
201607	Self, Charlotte Ann	742794	-Meals - Offsite / Mtgs / Business Travel	931.07	931.07	
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-21ST CENTRUY PARKS, INC. #526986	1,000.00	1,000.00	
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-CRAVINGS #499473	506.68	506.68	
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-CUSTOMINK LLC #419311	2,681.69	2,091.72	589.97
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-DOLLYWOOD #419311	6,404.25	4,995.32	1,408.94
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-EZCATERMOES SOUTHWEST #499473	512.30	512.30	
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-HILTON HOTELS SEELBACH #257673	794.05	794.05	
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-HOLIDAY WORLD & SPLASHIN #753171	811.21	632.74	178.47
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-JIMMY JOHNS - 1453 #499473	2,656.97	2,656.97	
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-KROGER #784 #050226	575.00	448.50	126.50
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-LOUISVILLE BATS CATER 003 #017903	520.71	406.15	114.56
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-MORRIS PROMOTIONAL #419311	1,713.36	1,336.42	376.94
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-OC TANNER #358625	7,716.35	6,018.75	1,697.60
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-PFG*PROFORMA #050226	758.19	591.39	166.80
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-SHACK IN THE BACK BBQ #499473	554.89	554.89	
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 06:07 SERV	-US BANK FIS BULK #519841	595.10	464.18	130.92
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 07:07 LUTL	-FROSTY TREATS #306567	828.00	828.00	
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 07:07 LUTL	-PFG*PROFORMA #308530	714.86		714.86
201607	US BANK NATIONAL ASSOCIATION ND	27-JUL-2016 07:07 LUTL	-PFG*PROFORMA #504391	2,504.81	2,504.81	
201607	Labor and Burden	Labor and Burden	Labor and Burden	1,046.82	816.52	230.30
201608	Butler, Kathy A	759710	-Meals - Offsite / Mtgs / Business Travel	1,009.65	787.53	222.12
201608	CCS_LGE_INTRFCE.20160822.34851.txt CCS_LGE A 201608 39157853	CCS_LGE USD 3	Customer Charge - Economic Development	4,728.85	4,728.85	
201608	CCS_LGE_INTRFCE.20160824.32258.txt CCS_LGE A 201608 39175402	CCS_LGE USD	Customer Charge - Economic Development	12,219.74	12,219.74	
201608	CCS_LGE_INTRFCE.20160825.31229.txt CCS_LGE A 201608 39184196	CCS_LGE USD	Customer Charge - Economic Development	11,745.18	11,745.18	
201608	CCS_LGE_INTRFCE.20160829.31811.txt CCS_LGE A 201608 39216154	CCS_LGE USD 3	Customer Charge - Economic Development	14,478.10	14,478.10	
201608	CFB-KNV Spreadsheet A 27690 39280095	J283-0020-0816 Adjustment USD	Reverse charges on Utilities	(520.71)	(406.15)	(114.56)
201608	J BRUCE MILLER LAW GRP	JBM073116	-PROFESSIONAL SERVICES	1,750.00	1,365.00	385.00
201608	NEI GLOBAL RELOCATION COMPANY	541656	-NEI Global relocation Company invoice # 541656 totaling 6881.58 for new home purchase expenses	3,165.53	2,469.11	696.42
201608	NEI GLOBAL RELOCATION COMPANY	545402	-INV #545402 - OTHER MOVING RELOCATION EXPENSES FOR PETER HOLIAN	1,500.00	1,500.00	
201608	PAY-PJS Spreadsheet A 8692 39228631	J309-0100-0816 Adjustment USD	Cane Run Severance	124,090.00	124,090.00	
201608	PG-CAS Spreadsheet A 26312 39278959	J255-0020-0816 Prior Period Adjustment USD	-21ST CENTRUY PARKS, INC. #526986	(1,000.00)	(1,000.00)	
201608	Phillips, Steven D	758824	-Employee Recognition	559.93	436.75	123.18
201608	Sena, Michael A	760812	-Employee Recognition	737.55	737.55	
201608	SYSTEMS AND SOLUTIONS	160630018	-Systems & Solutions invoice number 160630-018 dated 08/02/16 for RSC recognition	515.13	401.80	113.33
201608	US BANK NATIONAL ASSOCIATION ND	29-AUG-2016 06:08 LUTL	-TYLER MOUNTAIN WATER #026763-TYLER MOUNTAIN WATER #026763	1,840.60	1,840.60	
201608	US BANK NATIONAL ASSOCIATION ND	29-AUG-2016 06:08 SERV	-LADYFINGERS FINE CATER #264839	989.00	771.42	217.58
201608	US BANK NATIONAL ASSOCIATION ND	29-AUG-2016 06:08 SERV	-LADYFINGERS FINE CATER #499473	3,888.01	3,888.01	
201608	US BANK NATIONAL ASSOCIATION ND	29-AUG-2016 06:08 SERV	-MORRIS PROMOTIONAL #419311	580.69	452.94	127.75
201608	US BANK NATIONAL ASSOCIATION ND	29-AUG-2016 06:08 SERV	-OC TANNER #358625	10,520.16	8,205.72	2,314.44
201608	US BANK NATIONAL ASSOCIATION ND	29-AUG-2016 06:08 SERV	-STOR ALL STORAGE (DOWN #526986	3,733.60	3,733.60	
201608	US BANK NATIONAL ASSOCIATION ND	29-AUG-2016 06:08 SERV	-SUNBELT RENTALS #132 #526986	618.93	618.93	

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Total Amount	Electric	Gas
201608	US BANK NATIONAL ASSOCIATION ND	29-AUG-2016 06:08 SERV	-SWEET ROSEMARY CATER CFI #398389	508.01	396.25	111.76
201608	US BANK NATIONAL ASSOCIATION ND	USBANK082216SRV	-US BANK PYMT FOR CELL PHONES	1,269.98	990.58	279.40
201608	US BANK NATIONAL ASSOCIATION ND	USBANK120115PLSRV	-CLOSING 11/25/15 - COD LATE FEE	1,092.70	852.31	240.39
201608	US BANK NATIONAL ASSOCIATION ND	USBANKPL012616SRV	-CLOSING DATE 11/25/15 - COD LATE FEE	1,099.46	857.58	241.88
201608	US BANK NATIONAL ASSOCIATION ND	USBANKPP062816	-COD - LATE FEES	664.33	518.18	146.15
201608	Weis, Paul W	759722	-Meals - Social (All Empl) / Departmental	860.80	671.42	189.38
201608	Labor and Burden	Labor and Burden	Labor and Burden	25,692.25	25,524.76	167.49
201608	LANGLEY & BROMBERG LLC	64	-COD JLS-PROFESSIONAL SERVICES	(11,067.00)	(8,632.26)	(2,434.74)
201608	DINSMORE AND SHOHL LLP	3527995	-COD JLS-PROFESSIONAL SERVICES	(1,629.50)	(1,271.01)	(358.49)
201609	CCS_LGE_INTRFCE.20160921.35442.txt CCS_LGE A 201609 39420756	CCS_LGE USD	Customer Charge - Economic Development	4,384.43	4,384.43	
201609	CCS_LGE_INTRFCE.20160927.32600.txt CCS_LGE A 201609 39473080	CCS_LGE USD 4	Customer Charge - Economic Development	23,328.00	23,328.00	
201609	CCS_LGE_INTRFCE.20160928.34328.txt CCS_LGE A 201609 39482304	CCS_LGE USD	Customer Charge - Economic Development	14,452.46	14,452.46	
201609	Hall, Kelly	780723	-Lease / Rental - Other	6,619.17	5,162.95	1,456.22
201609	J BRUCE MILLER LAW GRP	JBM083116	-PROFESSIONAL SERVICES	1,750.00	1,365.00	385.00
201609	Legler, Stephen A	777761	-Entertainment - Employee Recognition	1,587.79	1,587.79	
201609	Limberg, Brian	780732	-Entertainment - Employee Recognition	1,504.42	1,504.42	
201609	Lowery, Michael D	773843	-Entertainment - Employee Recognition	551.11	429.87	121.24
201609	Malloy, John P	776758	-Entertainment - Employee Recognition	760.00	592.80	167.20
201609	MASS PRODUCTION INC	1627	-Invoice #1627; Contract 84642Mass Production, Inc.	13,142.00	10,250.76	2,891.24
201609	PG-SML Spreadsheet A 12046 39548317	J257-0020-0916 Adjustment USD	-PFG*PROFORMA #527018	2,164.41	2,164.41	
201609	Rose, Robert E	774737	-Employee Recognition	632.42	632.42	
201609	Staffieri, Victor Alex	769796	-Lodging	573.67	447.46	126.21
201609	TAX-DML Spreadsheet A 12126 39519115	J616-0100-0916 Tax USD	Write off an IT system	1,053,604.70	821,811.67	231,793.03
201609	Tummonds, David L	755709	-Meals - Offsite / Mtgs / Business Travel	570.00	570.00	
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 LUTL	-JAY C FOODS #087 #306310	750.00	750.00	
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 LUTL	-KINGSLEY MEAT & SEAFOOD #026763	2,436.34	2,436.34	
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 LUTL	-LOUISVILLE BATS CATER 003 #026763	1,331.91	1,331.91	
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 LUTL	-MILLER TRANSPORTATION #314700	1,699.50		1,699.50
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 LUTL	-TYLER MOUNTAIN WATER #026763	770.44	770.44	
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-DICK'S CLOTHING&SPORTING #653239	655.50	511.29	144.21
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-DOLLYWOOD #419311	(1,964.73)	(1,532.49)	(432.24)
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-HOLIDAY WORLD & SPLASHIN #753171	1,149.43	896.56	252.87
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-KINGS ISLAND SERVICE CTR #419311	4,887.06	3,811.91	1,075.15
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-LANDS END BUS OUTFITTERS #050226	518.87	404.72	114.15
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-OC TANNER #358625	9,901.14	7,722.89	2,178.25
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-PFG*PROFORMA #050226	602.00	469.56	132.44
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-PFG*PROFORMA #277689	2,742.27	2,138.97	603.30
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-PFG*PROFORMA #347300	4,173.43	3,255.28	918.15
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-PFG*PROFORMA #499556	2,619.00	2,042.82	576.18
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-PFG*PROFORMA #526986	1,000.00	1,000.00	
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-PFG*PROFORMA #527018	667.07	667.07	
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-QDOBA MEXICAN GRILL-2632 #301950	557.89	435.15	122.74
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-US BANK FIS BULK #519841	3,325.09	1,385.21	1,939.88
201609	US BANK NATIONAL ASSOCIATION ND	28-SEP-2016 07:09 SERV	-WAL-MART #3894 #050226	648.60	505.91	142.69
201609	Vehicle Costs Vehicle Cost Allocation A 201610051046 39539106	Company 0100 Vehicle Costs Vehicle Cost Allocation USD	Vehicle Costs Allocated from Project VEHL2004	607.55	473.89	133.66
201609	Labor and Burden	Labor and Burden	Labor and Burden	6,046.04	4,264.14	1,781.90
201610	AP-JLS Spreadsheet A 27338 39787484	J756-0100-1016 Adjustment USD	Correct classification US Bank late fee	(868.67)	(677.56)	(191.11)
201610	CAD-PAB Spreadsheet A 26086 39769869	J017-0020-1016 IC Adj USD	Paul Weis-NEI Global Relocation company Robert Conroy/Paul Weis	(7,374.55)	(5,752.15)	(1,622.40)
201610	CCS_LGE_INTRFCE.20161020.35112.txt CCS_LGE A 201610 39676880	CCS_LGE USD	Customer Charge - Economic Development	3,101.37	3,101.37	
201610	CCS_LGE_INTRFCE.20161024.35350.txt CCS_LGE A 201610 39706119	CCS_LGE USD 3	Customer Charge - Economic Development	15,417.56	15,417.56	
201610	CCS_LGE_INTRFCE.20161027.35208.txt CCS_LGE A 201610 39733116	CCS_LGE USD	Customer Charge - Economic Development	14,419.07	14,419.07	
201610	Faulkner, James D	783822	-Entertainment - Employee Recognition	1,300.00	1,300.00	
201610	Hall, Kelly	786910	-Material - Office Supplies/Equipment	941.15	734.10	207.05
201610	J BRUCE MILLER LAW GRP	JBM093016	-PROFESSIONAL SERVICES	1,750.00	1,365.00	385.00
201610	Malloy, John P	777746	-Employee Recognition	1,043.10	813.62	229.48
201610	NEI GLOBAL RELOCATION COMPANY	541661	-Invoice 541661, billed for employee moving expenses	15,000.00	15,000.00	

Date	AP Vendor Name or JE Batch Name	AP Invoice Number or Journal Name	Invoice Line Description of JE Line Description	Total Amount	Electric	Gas
201610	NEI GLOBAL RELOCATION COMPANY	548462	-Invoice #548462 - Relocation expenses for Mahyar Ghorbanian	859.87	859.87	
201610	NEI GLOBAL RELOCATION COMPANY	552044	-Invoice #552044 - Relocation expenses for Stephen Martin	3,747.66	3,747.66	
201610	PAY-PJS Spreadsheet A 8692 39711712	J304-0020-1016 Prior Period Adjustment USD	OTHER DEDUCTIONS - INDIRECT	605.86	472.57	133.29
201610	PG-SML Spreadsheet A 12046 39673495	J255-0100-1016 Accrual USD	To record Cane Run Severance	130,755.95	128,116.84	2,639.11
201610	THE CHAMBER JEFFERSONTOWN	THECHA081016	-COD JLS-J-TOWN CHAMBER DUES	675.00	526.50	148.50
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-HUBERS PLANTATION HALL #277689	3,892.83	3,036.41	856.42
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-LADYFINGERS FINE CATER #394962	845.13	659.20	185.93
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-LADYFINGERS FINE CATER #774258	32,331.01	25,218.19	7,112.82
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-MORRIS PROMOTIONAL #419311	5,296.56	4,131.32	1,165.24
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-NU YALE CLEANERS #519455	549.96	428.97	120.99
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-OC TANNER #358625	11,382.80	8,878.58	2,504.22
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-PFG*PROFORMA #277689	982.76	766.55	216.21
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-PFG*PROFORMA #585826	591.21	461.14	130.07
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-PRINTING SOLUTION INC #624552	2,576.28	2,009.50	566.78
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-SQ *BLUEGRASS CATERING #050226	1,150.76	897.59	253.17
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-SQ *TRIPLE SHOT INC #050226	814.24	635.11	179.13
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-THE IDEAL PRINT SHOP #357309	982.32	766.21	216.11
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-WALMART.COM #753171	1,145.18	893.24	251.94
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 07:10 SERV	-WM SUPERCENTER #589 #277689	520.76	406.19	114.57
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 09:10 LUTL	-MARKS FEEDSTORE DIXIE H #306773	507.43		507.43
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 09:10 LUTL	-PP*BILLS CATERING BBQ #719916	930.00		930.00
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 09:10 LUTL	-SHAKER VILLAGE CRAFT STOR #314700	1,680.80		1,680.80
201610	US BANK NATIONAL ASSOCIATION ND	27-OCT-2016 09:10 LUTL	-TYLER MOUNTAIN WATER #026763	648.30	648.30	
201610	Vehicle Costs Vehicle Cost Allocation A 201611031123 39788324	Company 0100 Vehicle Costs Vehicle Cost Allocation USD	Vehicle Costs Allocated from Project VEHL2004	1,284.40	1,001.83	282.57
201610	Labor and Burden	Labor and Burden	Labor and Burden	1,534.00	1,196.52	337.48
Various	Various	Various	Various - Individual Transactions Under \$500	392,079.10	317,341.45	74,738.82
<b>Total Other Deductions</b>				<b>3,379,589.34</b>	<b>2,870,519.78</b>	<b>509,070.73</b>

**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 53**

**Responding Witness: William Steven Seelye**

- Q-53. Provide a copy of the cost-of-service study and billing analysis filed with the utility's rate application in Excel spreadsheet format with all formulas intact and unprotected and with all columns and rows accessible.
- A-53. Attached to this response is a listing of all Excel spreadsheets submitted in response to this question. The label by which each file is to be identified on the Commission website, under the "Description of Document" heading, is listed in the first column of the attached list. The second column of the attached list specifies the actual name of the spreadsheet being submitted. The third column identifies the specific exhibit or schedule being submitted.

**Cost-of-Service Study and Billing Analysis -- Electronic File Index for Attachments to PSC-1 Question No. 53**

**Cost-of-Service Study Exhibits Sponsored by William Steven Seelye**

	<b>Spreadsheet name(s)</b>	<b>Exhibits Included in Spreadsheet</b>	<b>Tab Names in Spreadsheet</b>	<b>Notes</b>
Att-PSC1-53-File01	Att_LGE_PSC_1-53_LGEElecCossA.xlsx	1) Exhibit WSS-2 -- Cost Components for Residential Service Rate RS 2) Exhibit WSS-21 -- Electric COS Functional Assignment BIP Methodology 3) Exhibit WSS-23 -- Electric COS Class Allocation BIP Methodology	1) RS 2) Functional Assignment 3) Allocation	
Att-PSC1-53-File02	Att_LGE_PSC_1-53_LGEElecCossB.xlsx	1) Exhibit WSS-22 -- Electric COS Functional Assignment LOLP Methodology 2) Exhibit WSS-24 -- Electric COS Class Allocation LOLP Methodology	1) Functional Assignment 2) Allocation	
Att-PSC1-53-File03	Att_LGE_PSC_1-53_LGEElecZI.xls	1) Exhibit WSS-18 -- Zero Intercept Overhead Conductor 2) Exhibit WSS-19 -- Zero Intercept Underground Conductor 3) Exhibit WSS-20 -- Zero Intercept Line Transformers	1) lge e365.00; LG&E-OHConductor-Pri-Sec 2) lge e367.00; LG&E-UGConductor-Pri-Sec 3) lge e368.00	
Att-PSC1-53-File04	Att_LGE_PSC_1-53_LGEGasCoss.xlsx	1) Exhibit WSS-7 -- Cost Components for Residential Gas Service RGS 2) Exhibit WSS-8 -- Cost Components for As Available Gas Service Rate AAGS 3) Exhibit WSS-9 -- Cost Support for Utilization Charge for Daily Imbalance 4) Exhibit WSS-10 -- Cost Components for Substitute Gas Sales Service Rate SGSS 5) Exhibit WSS-11 -- Cost Components for Local Gas Delivery Service Rate LGDS 6) Exhibit WSS-28 -- Gas COS Functional Assignment 7) Exhibit WSS-29 -- Gas COS Class Allocation	1) RGS 2) AAGS 3) Daily Utilization Charge 4) CGS; IGS 5) FT 6) Functional Assignment 7) Allocation	
Att-PSC1-53-File05	Att_LGE_PSC_1-53_LGEElecCossBIP.xls	Exhibit WSS-16 -- BIP Analysis for Electric COS	BIP	
Att-PSC1-53-File06	Att_LGE_PSC_1-53_LGEElecCossLOLP.xlsx	Exhibit WSS-17 -- LOLP Analysis for Electric COS	LOLP	
Att-PSC1-53-File07	Att_LGE_PSC_1-53_LGEGasZI.xlsx	1) Exhibit WSS-26 -- Zero Intercept Distribution Mains 2) Exhibit WSS-27 -- Low-, Medium-, and High-Pressure Distribution Mains	1) lge g376.00b 2) lge g376.00a	The data is identical between the two tabs. The only difference is the print ranges and formatting used for each exhibit.
Att-PSC1-53-File08	Att_LGE_PSC_1-53_LGEGasStor.xls	Exhibit WSS-30 -- Gas COS Storage Allocation	alloc summary	
Att-PSC1-53-File09	Att_LGE_PSC_1-53_LGEGasTran.xlsx	Exhibit WSS-25 -- Gas Transmission Plant Functional Assignment for COS	G367	

**Cost-of-Service Study and Billing Analysis -- Electronic File Index for Attachments to PSC-1 Question No. 53**

**Billing Analysis Schedules Sponsored by William Steven Seelye**

Spreadsheet name(s)		Schedules Included in Spreadsheet	Tab Names in Spreadsheet	Notes
Att-PSC1-53-File10	Att_LGE_PSC_1-53_ElecScheduleM_Base.xlsx	1) Schedule M-1.1-E - Base Period Revenues at Current Electric Rates 2) Schedule M-1.2-E - Average Bill at Current Electric Rates 3) Schedule M-1.3-E - Summary of Base Electric Revenues and Detailed Calculation of Base Period Electric Revenues	1) Sch M-1.1 2) Sch M-1.2 3) Sch M-1.3 (1), Sch M-1.3 (2), and Sch M-1.3 (3)	
Att-PSC1-53-File11	Att_LGE_PSC_1-53_ElecScheduleM_Forecasted.xlsx	1) Schedule M-2.1-E - Forecast Period Revenues at Current and Proposed Electric Rates 2) Schedule M-2.2-E - Average Bill Comparison at Current and Proposed Electric Rates 3) Schedule M-2.3-E - Summary of Proposed Electric Revenue Increase and Calculation of Proposed Electric Rate Increase	1) Sch M-2.1 2) Sch M-2.2 3) Sch M-2.3 (1), Sch M-2.3 (2), and Sch M-2.3 (3)	
Att-PSC1-53-File12	Att_LGE_PSC_1-53_GasScheduleM_Base.xlsx	1) Schedule M-1.1-G - Base Period Revenues at Current Gas Rates 2) Schedule M-1.2-G - Average Bill Comparison at Current Gas Rates 3) Schedule M-1.3-G - Summary of Base Gas Revenue and Detailed Calculation of Base Period Gas Revenues	1) Sch M-1.1-G 2) Sch M-1.2-G 3) Sch M-1.3 Pg.1 and Sch M-1.3 Pg. 2-8	
Att-PSC1-53-File13	Att_LGE_PSC_1-53_GasScheduleM_Forecasted.xlsx	1) Schedule M-2.1-G - Forecast Period Revenues at Current and Proposed Gas Rates 2) Schedule M-2.2-G - Average Bill Comparison at Current and Proposed Gas Rates 3) Schedule M-2.3-G - Summary of Proposed Gas Revenue Increase and Calculation of Proposed Gas Rate Increase	1) Sch M-2.1-G 2) Sch M-2.2-G 3) Sch M-2.3 Pg.1 and Sch M-2.3 Pg. 2-9	

The attachments are  
being provided in  
separate files in Excel  
format.

**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 54**

**Responding Witness: Paul W. Thompson / Daniel K. Arbough /  
Adrien M. McKenzie / David S. Sinclair / John P. Malloy /  
Robert M. Conroy / William Steven Seelye / Christopher M. Garrett**

- Q-54. Provide a copy of all exhibits and schedules that were prepared in the utility's rate application in Excel spreadsheet format with all formulas intact and unprotected and with all columns and rows accessible.
- A-54. Attached to this response is a listing of all Excel spreadsheets submitted in response to this question. The label by which each file is to be identified on the Commission website, under the "Description of Document" heading, is listed in the first column of the attached list. The second column of the attached list specifies the actual name of the spreadsheet being submitted. The third column identifies the specific exhibit or schedule being submitted.

**Exhibits and Schedules -- Electronic File Index for Attachments to PSC-1 Question No. 54**

**Exhibits Sponsoned by Paul W. Thompson:**

Spreadsheet name(s)	Exhibits Included in Spreadsheet	Tab Names in Spreadsheet	Notes
Att-PSC1-54-File01	Att_LGE_PSC_1-54_Exh_PWT-6 - Distribution Automation Estimated Annual OM Expenses.xlsx	Exhibit PWT-6 -- Distribution Automation Estimated Annual O&M Expenses	Exhibit PWT-6, Support
Att-PSC1-54-File02	Att_LGE_PSC_1-54_Exh_PWT-7 - LGE DA Updated 2016 CEM.xlsx	Exhibit PWT-7 -- Capital Evaluation Model (CEM) Results	Inputs, Bonus Calc, LookUp Ranges Bonus, LookUp Ranges, Revenues - Recommendation, Revenues - Alt #1, Revenues - Alt #2, Revenues - Alt #3, Rate Case Revenues, Depreciation-Recommendation, Depreciation-Alt#1, Depreciation-Alt#2, Depreciation-Alt#3, Summary, Outputs (for FP&A use)==>, Outputs - Recommendation, Outputs - Alt #1, Outputs - Alt #2, Outputs - Alt #3
Att-PSC1-54-File03	Att_LGE_PSC_1-54_Exh_PWT-7 - KU DA Updated 2016 CEM.xlsx		Inputs, Bonus Calc, LookUp Ranges Bonus, LookUp Ranges, Revenues - Recommendation, Revenues - Alt #1, Revenues - Alt #2, Revenues - Alt #3, Rate Case Revenues, Depreciation-Recommendation, Depreciation-Alt#1, Depreciation-Alt#2, Depreciation-Alt#3, Summary, Outputs (for FP&A use)==>, Outputs - Recommendation, Outputs - Alt #1, Outputs - Alt #2, Outputs - Alt #3
Att-PSC1-54-File04	Att_LGE_PSC_1-54_Exh_PWT-7 - DMS - Updated 2016 CEM.xlsx		Inputs, Bonus Calc, LookUp Ranges Bonus, LookUp Ranges, Revenues - Recommendation, Revenues - Alt #1, Revenues - Alt #2, Revenues - Alt #3, Rate Case Revenues, Depreciation-Recommendation, Depreciation-Alt#1, Depreciation-Alt#2, Depreciation-Alt#3, Summary, Outputs (for FP&A use)==>, Outputs - Recommendation, Outputs - Alt #1, Outputs - Alt #2, Outputs - Alt #3
Att-PSC1-54-File05	Att_LGE_PSC_1-54_Exh_PWT-8 - Smart Grid Investments.XLS	Exhibit PWT-8 -- Smart Grid Investments	Exhibit PWT-8

**Exhibits Sponsored by Daniel K. Arbough:**

Spreadsheet name(s)	Exhibits Included in Spreadsheet	Tab Names in Spreadsheet	Notes
Att-PSC1-54-File06	Att_LGE_PSC_1-54_Exh_DKA-6 -Utility Cost of Debt Comparison.xlsx	Exhibit DKA-6 -- Utility Cost of Debt Comparison	Ranking, LG&E and KU, PPL Electric Utilities, PSEG, First Energy, Duke, Exelon, DTE, AEP, Ameren, Dayton P&L, Nisource

**Schedules Sponsored by Daniel K. Arbough:**

Spreadsheet name(s)	Schedules Included in Spreadsheet	Tab Names in Spreadsheet	Notes
Att-PSC1-54-File07	Att_LGE_PSC_1-54_Sch_J.xlsx	Schedule J	SCH B-1.1 B, SCH B-1.1 F, <<<IMPORT, Rate Case Constants, Index J, SCH J-1 E, SCH J-1 G, SCH J-1.IJ-1.2 (Pgs 1,2), SCH J-1.IJ-1.2 (Pgs 3,4), SCH J-2, SCH J-3, DATA>>>, BS, DefTax B, DefTax F, UI variable rate, CP Data

**Exhibits Sponsored by Adrien M. McKenzie:**

Spreadsheet name(s)	Exhibits Included in Spreadsheet	Tab Names in Spreadsheet	Notes
Att-PSC1-54-File08	Att_LGE_PSC_1-54_Exh_McKenzie Exhibits 2-11.xlsx	Exhibit No. 2 -- Summary of Results Exhibit No. 3 -- Regulatory Mechanisms - Utility Group Exhibit No. 4 -- Capital Structure Exhibit No. 5 -- DCF Model - Utility Group Exhibit No. 6 -- Sustainable Growth rate - Utility Group Exhibit No. 7 -- Capital Asset Pricing Model Exhibit No. 8 -- Empirical Capital Asset Pricing Model Exhibit No. 9 -- Risk Premium Method Exhibit No. 10 -- Expected Earnings Approach Exhibit No. 11 -- DCF Model - Non-Utility Group	Utility Proxy Group, Proxy Group Ticker, Exhibit List, Proxy Group Risk Measures, Table 2, 2, 3, 4 (1), 4 (2,3), 5 (1), 5 (2), 5 (3), 6, 7 (1), 7, (2), 8 (1), 8 (2), 9 (1), 9 (2), 9 (3), 9 (4), 10, 11 (1), 11 (2), 11 (3), Stock Price (Electric), Stock Price (Non-Utility) 2016 09 Market DCR, Bond Yields, Graph - Projected Yields, Size Premium, Ordinal Ratings, Electric Utility Data, CS Data

Exhibits and Schedules -- Electronic File Index for Attachments to PSC-1 Question No. 54

Exhibits Sponsored by David S. Sinclair:

Spreadsheet name(s)	Exhibits Included in Spreadsheet	Tab Names in Spreadsheet	Notes
Att-PSC1-54-File09	Att_LGE_PSC_1-54_Exh_DSS-1 - LGE Electric Variances.xlsx	Exhibit DSS-1 -- Comparison of LG&E Electric Customers, Billing Demand, and Energy: Base Period vs. Forecasted Test Period	Data
Att-PSC1-54-File10	Att_LGE_PSC_1-54_Exh_DSS-2 - KU Electric Variances.xlsx	Exhibit DSS-2 -- Comparison of KU Electric Customers, Billing Demand, and Energy: Base Period vs. Forecasted Test Period	Data
Att-PSC1-54-File11	Att_LGE_PSC_1-54_Exh_DSS-3 - LGE Gas Variances.xlsx	Exhibit DSS-3 -- Comparison of LG&E Gas Customers and Volume: Base Period vs. Forecasted Test Period	Data
Att-PSC1-54-File12	Att_LGE_PSC_1-54_Exh_DSS-4 - Economic Inputs	Exhibit DSS-4 -- Economic Inputs to Electric and Gas Forecasts	Data
Att-PSC1-54-File13	Att_LGE_PSC_1-54_Exh_DSS-5 - Generation Variances.xlsx	Exhibit DSS-5 -- Comparison of Generation Volume by Unit, Base Period vs. Forecasted Test Period	PivotBasevsFcst, CTS Data, UnitMN, Map Exhibit DSS-5 is "PivotBasevsFcst" tab

Exhibits Sponsored by John P. Malloy:

Spreadsheet name(s)	Exhibits Included in Spreadsheet	Tab Names in Spreadsheet	Notes
Att-PSC1-54-File14	Att_LGE_PSC_1-54_Exh_JPM-1-CEM Summary.xlsx	CEM Summary	Exhibit Page 160 of 169
Att-PSC1-54-File15	Att_LGE_PSC_1-54_Exh_JPM-1-CEM Meters-Network.xlsx	Summary, Inputs, Bonus Calc, LookUp Ranges Bonus, LookUp Ranges, Revenues - Recommendation, Revenues - Alt #1, Revenues - Alt #2, Revenues - Alt #3, Rate Case Revenues, Depreciation-Recommendation, Depreciation-Alt#1, Depreciation-Alt#2, Depreciation-Alt#3, Outputs (for FP&A use)=>=>, Outputs - Recommendation, Outputs - Alt #1, Outputs - Alt #2, Outputs - Alt #3	Exhibit Page 161 of 169 is "Summary" tab
Att-PSC1-54-File16	Att_LGE_PSC_1-54_Exh_JPM-1-CEM Software.xlsx	Summary, Inputs, Bonus Calc, LookUp Ranges Bonus, LookUp Ranges, Revenues - Recommendation, Revenues - Alt #1, Revenues - Alt #2, Revenues - Alt #3, Rate Case Revenues, Depreciation-Recommendation, Depreciation-Alt#1, Depreciation-Alt#2, Depreciation-Alt#3, Outputs (for FP&A use)=>=>, Outputs - Recommendation, Outputs - Alt #1, Outputs - Alt #2, Outputs - Alt #3	Exhibit Page 162 of 169 is "Summary" tab
Att-PSC1-54-File17	Att_LGE_PSC_1-54_Exh_JPM-1-CEM Software Upgrade - 2024.xlsx	Summary, Inputs, Bonus Calc, LookUp Ranges Bonus, LookUp Ranges, Revenues - Recommendation, Revenues - Alt #1, Revenues - Alt #2, Revenues - Alt #3, Rate Case Revenues, Depreciation-Recommendation, Depreciation-Alt#1, Depreciation-Alt#2, Depreciation-Alt#3, Outputs (for FP&A use)=>=>, Outputs - Recommendation, Outputs - Alt #1, Outputs - Alt #2, Outputs - Alt #3	Exhibit Page 163 of 169 is "Summary" tab
Att-PSC1-54-File18	Att_LGE_PSC_1-54_Exh_JPM-1-CEM Software Upgrade - 2030.xlsx	Summary, Inputs, Bonus Depreciation Help, LookUp Ranges, Revenues - Recommendation, Revenues - Alt #1, Revenues - Alt #2, Revenues - Alt #3, Rate Case Revenues, Depreciation-Recommendation, Depreciation-Alt#1, Depreciation-Alt#2, Depreciation-Alt#3, Outputs (for FP&A use)=>=>, Outputs - Recommendation, Outputs - Alt #1, Outputs - Alt #2, Outputs - Alt #3	Exhibit Page 164 of 169 is "Summary" tab
Att-PSC1-54-File19	Att_LGE_PSC_1-54_Exh_JPM-1-CEM Software Upgrade - 2036.xlsx	Summary, Inputs, Bonus Depreciation Help, LookUp Ranges, Revenues - Recommendation, Revenues - Alt #1, Revenues - Alt #2, Revenues - Alt #3, Rate Case Revenues, Depreciation-Recommendation, Depreciation-Alt#1, Depreciation-Alt#2, Depreciation-Alt#3, Outputs (for FP&A use)=>=>, Outputs - Recommendation, Outputs - Alt #1, Outputs - Alt #2, Outputs - Alt #3	Exhibit Page 165 of 169 is "Summary" tab
Att-PSC1-54-File20	Att_LGE_PSC_1-54_Exh_JPM-1-CEM Meter Retirement.xlsx	Summary, Inputs, Bonus Depreciation Help, LookUp Ranges, Revenues - Recommendation, Revenues - Alt #1, Revenues - Alt #2, Revenues - Alt #3, Rate Case Revenues, Depreciation-Recommendation, Depreciation-Alt#1, Depreciation-Alt#2, Depreciation-Alt#3, Outputs (for FP&A use)=>=>, Outputs - Recommendation, Outputs - Alt #1, Outputs - Alt #2, Outputs - Alt #3	Exhibit Page 166 of 169 is "Summary" tab

**Exhibits and Schedules -- Electronic File Index for Attachments to PSC-1 Question No. 54**

**Exhibits Sponsored by Robert M. Conroy:**

Spreadsheet name(s)	Exhibits Included in Spreadsheet	Tab Names in Spreadsheet	Notes
Att-PSC1-54-File21	Att_LGE_PSC1-54_Exh_RMC-1 - Customer Deposit Calculation.xlsx	Exhibit RMC-1 -- Customer Deposit Requirements	Residential, General Service

**Exhibits Sponsored by William Steven Seelye:**

Spreadsheet name(s)	Exhibits Included in Spreadsheet	Tab Names in Spreadsheet	Notes
Att-PSC1-54-File22	Att_LGE_PSC_1-54_LGECRS.xlsx	Exhibit WSS-3 -- Cost Support for CSR Credits	KU, LG&E, WACOC, Accum Def Income Taxes, Unit Capacity
Att-PSC1-54-File23	Att_LGE_PSC_1-54_LGELights.xlsx	Exhibit WSS-4 -- Cost Support for Lighting Rates LS and RLS Exhibit WSS-5 -- Cost Support for LED Lighting Rates	LG&E RATE SUMMARY, LED RATES, kWh, FIXTURES ONLY, FIXTURES & UG POLE, BASES, Vict-London-Wood, Material costs, Cobra Comparison, Duplicate Rate Codes, Reference Sources
Att-PSC1-54-File24	Att_LGE_PSC_1-54_LGERedCap.xlsx	Exhibit WSS-6 -- Cost Support for Redundant Capacity Charge	LGE Secondary, LGE Primary
Att-PSC1-54-File25	Att_LGE_PSC_1-54_PoleAttach.xlsx	Exhibit WSS-12 -- Cost Support for Pole Attachment Charge Exhibit WSS-13 -- Cost Support for Pole Attachment Charge	Overhead, Underground, CWC and Common, WACOC
Att-PSC1-54-File26	Att_LGE_PSC_1-54_MiscRev.xlsx	Exhibit WSS-14 -- Change in Miscellaneous Revenues for Attachment Charges	Annual Revenue
Att-PSC1-54-File27	Att_LGE_PSC_1-54_UAR.xlsx	Exhibit WSS-15 -- Cost Support for Unauthorized Reconnection Charge	UAR

**Exhibits Sponsored by Christopher M. Garrett:**

Spreadsheet name(s)	Exhibits Included in Spreadsheet	Tab Names in Spreadsheet	Notes
Att-PSC1-54-File28	Att_LGE_PSC_1-54_Exh_CMG-1 - 2016 ECR Plan Capital Spend in Base Rates.xlsx	Exhibit CMG-1 -- 2016 ECR Plan Capital Spend in Base Rates	Exhibit CMG-1
Att-PSC1-54-File29	Att_LGE_PSC_1-54_Exh_CMG-2 - Redundant Capacity Adj.xlsx	Exhibit CMG-2 -- Adjustment to Reflect Billed Redundant Capacity Not in Revenue Forecast	Exhibit CMG-2
Att-PSC1-54-File30	Att_LGE_PSC_1-54_Exh_CMG-3 - Electric Customer A CSR Adj.xlsx	Exhibit CMG-3 -- Customer A Curtailable Service Rider Adjustment	Exhibit CMG-3, Calculation
Att-PSC1-54-File31	Att_LGE_PSC_1-54_Exh_CMG-4 - Electric Customer B Power Factor Adj.xlsx	Exhibit CMG-4 -- Customer B Power Factor Revenue Adjustment	Exhibit CMG-4
Att-PSC1-54-File32	Att_LGE_PSC_1-54_Exh_CMG-5 - GLT Rates after Reset.xlsx	Exhibit CMG-5 -- GLT Rates After Reset	Class Allocation, Rev Req 2017-Distr, Rev Req 2017-Trans, ROR, Cap&OpEx 2017, 201707 Bk Depr, 201708 Bk Depr, 201709 Bk Depr, 201710 Bk Depr, 201711 Bk Depr, 201712 Bk Depr, Tax Depr 2017, Capital Budget 2017, COS Budget 2017
Att-PSC1-54-File33	Att_LGE_PSC_1-54_Exh_CMG-6 - New Projects.xlsx	Exhibit CMG-6 -- New Projects	Class Allocation, ROR, Rev Req 2017-Distr, Rev Req 2018-Distr, Rev Req 2019-Distr, Rev Req 2017-Trans, Rev Req 2018-Trans, Rev Req 2019-Trans, Cap&OpEx 2017, Cap&OpEx 2018, Cap&OpEx 2019, Closings, Tax Depr 2018-Trans, Tax Depr 2019-Trans, Tax Depr 2018-Distr, Tax Depr 2019-Distr, 201707 Bk Depr, 201708 Bk Depr, 201709 Bk Depr, 201710 Bk Depr, 201711 Bk Depr, 201712 Bk Depr, Tax Depr 2017, 201801 Bk Depr, 201802 Bk Depr, 201803 Bk Depr, 201804 Bk Depr, 201805 Bk Depr, 201806 Bk Depr, 201807 Bk Depr, 201808 Bk Depr, 201809 Bk Depr, 201810 Bk Depr, 201811 Bk Depr, 201812 Bk Depr, 201901 Bk Depr, 201902 Bk Depr, 201903 Bk Depr, 201904 Bk Depr, 201905 Bk Depr, 201906 Bk Depr, 201907 Bk Depr, 201908 Bk Depr, 201909 Bk Depr, 201910 Bk Depr, 201911 Bk Depr, 201912 Bk Depr, COS Budget 2017, Capital Budget

Exhibits and Schedules -- Electronic File Index for Attachments to PSC-1 Question No. 54

Schedules Sponsored by Christopher M. Garrett:

Spreadsheet name(s)	Schedules Included in Spreadsheet	Tab Names in Spreadsheet	Notes
Att-PSC1-54-File34	Att_LGE_PSC_1-54_Sch_A_Electric.xlsx	Schedule A for Electric	Rate Case Constants, Index A, SCH A, IMPORT>>>, SCH C-1, SCH H-1, SCH J-1 E
Att-PSC1-54-File35	Att_LGE_PSC_1-54_Sch_A_Gas.xlsx	Schedule A for Gas	Rate Case Constants, Index A, SCH A, IMPORT>>>, SCH C-1, SCH H-1, SCH J-1 G
Att-PSC1-54-File36	Att_LGE_PSC_1-54_Sch_B_Electric.xlsx	Schedule B for Electric	SUPP SCH B-1.1 B, SUPP SCH B-1.1 F, <<<EXPORT, Rate Case Constants, Index B, SCH B-1, SCH B-2, SCH B-2.1 B, SCH B-2.1 F, SCH B-2.2, SCH B-2.3 B, SCH B-2.3 F, SCH B-2.4, SCH B-2.5, SCH B-2.6, SCH B-2.7, SCH B-3 B, SCH B-3 F, SCH B-3.1, SCH B-3.2 B, SCH B-3.2 F, SCH B-4, SCH B-4.1, SCH B-4.2 B, SCH B-4.2 F, SCH B-5, SCH B-5.1, SCH B-5.2, SCH B-6, SCH B-7, SCH B-7.1, SCH B-7.2, SCH B-8 TC, SCH B-8 E, DATA>>>, PIS B, FCPIB B, PIS F, PIS F AVG, FCPIB F, FC CWIP & RWIP B, FC CWIP & RWIP F, ECR Exclusions, ECR COR, ECR CCR, ECR EXP B, ECR EXP F, BS, BS E, IS E, INV, TC1 Disallowance ECR DEFTAX, DEFTAX B, DEFTAX F, ECR DEFTAX, DSM DEFTAX, LGE Elect Depr Rates, LGE Elect Proposed Depr Rates, LGE Common Depr Rates, LGE Common Proposed Depr Rates
Att-PSC1-54-File37	Att_LGE_PSC_1-54_Sch_B_Gas.xlsx	Schedule B for Gas	SUPP SCH B-1.1 B, SUPP SCH B-1.1 F, <<<EXPORT, Rate Case Constants, Index B, SCH B-1, SCH B-2, SCH B-2.1 B, SCH B-2.1 F, SCH B-2.2, SCH B-2.3 B, SCH B-2.3 F, SCH B-2.4, SCH B-2.5, SCH B-2.6, SCH B-2.7, SCH B-3 B, SCH B-3 F, SCH B-3.1, SCH B-3.2 B, SCH B-3.2 F, SCH B-4, SCH B-4.1, SCH B-4.2 B, SCH B-4.2 F, SCH B-5, SCH B-5.1, SCH B-5.2, SCH B-6, SCH B-7, SCH B-7.1, SCH B-7.2, SCH B-8 TC, SCH B-8 G, DATA>>>, PIS B, FCPIB B, FC CWIP & RWIP B, PIS F, FCPIB F, FC CWIP & RWIP F, BS G, IS G, INV, DefTax B, DefTax F, GLT DEFTAX, LGE Gas Depr Rates, LGE Common Depr Rates, LGE Gas Proposed Depr Rates, LGE Common Proposed Depr Rates
Att-PSC1-54-File38	Att_LGE_PSC_1-54_Sch_C_and_D_Electric.xlsx	Schedules C and D for Electric	SCH B-1, SCH H-1, SCH J-1 E, SCH J-1.1J-1.2, <<<IMPORT, Rate Case Constants, Index C, SCH C-1, SCH C-2, SCH C-2.1 B, SCH C-2.1 F, SCH C-2.2 B, SCH C-2.2 F, Index D, SCH D-1, SCH D-2 B, SCH D-2 F, SCH D-2.1, DATA>>>, Rider Adj B, Rider Adj F, IntSync, ProForma Adj F, IS E, IS TC, Revenue, Rev-Tracker, DSM Expenses, ECR EXP B, ECR EXP F, OSS, WPH-1.B Effective Tax Rate
Att-PSC1-54-File39	Att_LGE_PSC_1-54_Sch_C_and_D_Gas.xlsx	Schedules C and D for Gas	SCH B-1, SCH H-1, SCH J-1 G, SCH J-1.1J-1.2, <<<IMPORT, Rate Case Constants, Index C, SCH C-1, SCH C-2, SCH C-2.1 B, SCH C-2.1 F, SCH C-2.2 B, SCH C-2.2 F, Index D, SCH D-1, SCH D-2 B, SCH D-2 F, SCH D-2.1, DATA>>>, Rider Adj B, Rider Adj F, IntSync, ProForma Adj F, Gas Revenue, Gas Revenue Rollin, Misc Rev, IS G, IS TC, GLT EXP, DSM EXP, WPH-1.B Effective Tax Rate
Att-PSC1-54-File40	Att_LGE_PSC_1-54_Sch_E_Electric.xlsx	Schedule E for Electric	Rate Case Constants, Sch E Index, SCH E-1, SCH E-2, DATA>>>, Current Tax B, Deferred Tax B, Current Tax F, Deferred Tax F
Att-PSC1-54-File41	Att_LGE_PSC_1-54_Sch_E_Gas.xlsx	Schedule E for Gas	Rate Case Constants, Sch E Index, SCH E-1, SCH E-2, DATA>>>, Current Tax-B (Gas), Deferred Tax-B (Gas), Current Tax-F (Gas), Deferred Tax-F (Gas)
Att-PSC1-54-File42	Att_LGE_PSC_1-54_Sch_H.xlsx	Schedule H	Rate Case Constants, Index H, SCH H-1, DATA>>>, WPH-1.A Effective Tax Rate
Att-PSC1-54-File43	Att_LGE_PSC_1-54_Sch_N_Electric.xlsx	Schedule N for Electric	INPUT, Rate Case Constants, SCHEDULES====, Rate RS-VFD, Rate RTOD Energy, Rate RTOD Demand, Rate GS Single Phase, Rate GS Three Phase, Rate PS Secondary, Rate PS Primary, Rate TOD Secondary, Rate TOD Primary, Rate RTS, Rate FLS Transmission, Rate FLS Primary, Rate LS-RLS, Rate LE, Rate TE, Rate CTAC
Att-PSC1-54-File44	Att_LGE_PSC_1-54_Sch_N_Gas.xlsx	Schedule N for Gas	INPUT, Rate Case Constants, SCHEDULES====, RGS_VFD, CGS less than 5000cfh, CGS greater than 5000cfh, IGS less than 5000cfh, IGS greater than 5000cfh, AAGS, DGGs less than 5000cfh, DGGs greater than 5000cfh, FT, SGSS, LGDS

The attachments are  
being provided in  
separate files in Excel  
format.

**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 55**

**Responding Witness: Gregory J. Meiman**

Q-55. Regarding the utility's employee compensation policy:

- a. Provide the utility's written compensation policy as approved by the Board of Directors.
- b. Provide a narrative description of the compensation policy, including the reasons for establishing the policy and the utility's objectives for the policy.
- c. Explain whether the compensation policy was developed with the assistance of an outside consultant. If the compensation policy was developed or reviewed by a consultant, provide any study or report provided by the consultant.
- d. Explain when the utility's compensation policy was last reviewed or given consideration by the Board of Directors.

A-55. a. Attached is the Company's written compensation policy in effect since 1997 and reviewed on a regular basis by Human Resources. The last review was completed in March 2015. While not approved by the Board, compensation decisions made under this policy are supported by various levels of approval. Individual salary recommendations made under the Company's written compensation policy are reviewed and approved by the manager, next level manager and Human Resources.

The annual salary increase budget is included in the Company's Business Plan which is reviewed and approved by the LG&E and KU Boards.

- b. The Company believes the compensation policies and practices are effective in achieving objectives that produce sustainable operating results by attracting and retaining talented and experienced individuals. The Company's compensation program reflects the long established commitment to a pay-for-performance philosophy, under which compensation is aligned with performance.

Using external market compensation data at the 50<sup>th</sup> percentile of the national general or utility industry, job midpoints are established. Salary range minimums and maximums are based on 70% and 130% of the 50<sup>th</sup> percentile midpoint, respectively. Individual employee compensation is then managed within this competitive range. Compensation is considered competitive if it's within +/- 10% of the midpoint when considering factors that include performance, time in position, tenure, education and experience.

- c. The Company's compensation program was recently reviewed by a compensation consultant, David J. Wathen of Willis Towers Watson. See Tab 60 of the Filing Requirement for the results of Mr. Wathen's study.
- d. See the response to part a.

## LG&E and KU Energy LLC Policy

Date: 03/09/2015

Page 1 of 3

### **Compensation**

#### **Policy**

Compensation practices are designed and implemented to attract, motivate and retain employees that the Company needs to meet its strategic objectives. The Company's compensation programs provide competitive fixed and variable compensation.

#### **Scope**

This policy applies to all LG&E and KU Energy LLC and subsidiary (Company) regular, full-time and part-time employees.

#### **Definitions**

*Salaried Employees* - Employees in exempt jobs (as defined by the Fair Labor Standards Act) and employees in non-exempt jobs who are neither represented by a bargaining unit nor classified as an hourly employee (as defined below).

*Bargaining Unit Employees* - Employees who are represented by a union under a recognized bargaining unit relationship with the Company and/or its subsidiaries.

*Hourly Employees* - Employees in non-exempt (as defined by the Fair Labor Standards Act) non-bargaining unit jobs directly involved in operations and maintenance responsibilities at Company facilities and not covered by a collective bargaining agreement.

#### **General Requirements**

1. The Company, in its sole discretion, may set compensation (both fixed and variable) for any salaried or hourly employee/group of employees, in connection with the pursuit and attainment of strategic objectives, provided such actions do not conflict with legal and/or regulatory requirements.
2. Compensation changes are not guaranteed to any employee and are effective only upon the review and approval by the appropriate supervisor, next level manager and Human Resources.

*Competitive Compensation Levels:* The Company provides its employees with a total compensation package that, at expected levels of performance, is competitive with compensation available to individuals with comparable positions and responsibility in the energy services and general industries. The Company uses reference points concerning competitive compensation for an individual position or group of positions based on a variety of external market resources (market pricing). Actual compensation (base salaries and earned incentives) varies from targeted

**LG&E and KU Energy LLC Policy**

Date 06/01/11

Page 2 of 3

**Compensation**

competitive compensation levels to reflect individual performance, company performance and experience.

*Pay For Performance:* The Company encourages the use of pay for performance variable compensation plans to emphasize and support the Company's strategic objectives. Where used, the short-term incentive plans are designed and administered to ensure that incentive compensation earned is directly related to performance against one or multiple predetermined objectives established by the Company. The predetermined incentive compensation objectives may be quantitative, qualitative, objective, subjective, financial, and/or operational and they may be linked to corporate, divisional, team, and/or individual performance.

*Overtime:* Employees in exempt jobs are not paid overtime for additional hours worked beyond the regular work schedule. Employees in non-exempt jobs are paid for actual hours worked. Overtime for employees in non-exempt jobs is paid in excess of 40 hours per week and/or eight hours per day (in most circumstances). Employees in non-exempt jobs who are regularly scheduled to work a shift in excess of eight hours per day will receive overtime at the applicable rate for all hours worked in excess of the regularly scheduled workday. The pay rate for overtime hours worked by non-exempt employees is normally one and one-half times the regular rate of pay.

*Compensation Actions – Salaried and Hourly:* Employees may receive changes to their targeted total cash compensation (base pay plus targeted incentive opportunity) in connection with one or more of the following:

1. Salary Increases - The Company may reward individual employees or groups of employees with additional base compensation to maintain the competitiveness of base salaries with market conditions.
2. Promotions - Promotional increases represent an advancement to a position with increased responsibilities recognized by the external market, internally by job family, and/or for business reasons. Market pricing provides reference information management may use to determine the appropriate promotional increase based on the incremental responsibilities.
3. Incentive Opportunity/Compensation Mix - The Company may change the available incentive opportunity through an existing or new incentive compensation plan for an employee or group of employees where business conditions indicate a change is required to provide ongoing competitive compensation.

**LG&E and KU Energy LLC Policy**

Date 06/01/11

Page 3 of 3

**Compensation**

The Company may also change the compensation mix between fixed and variable for an employee or group of employees where business conditions indicate a change is required to provide ongoing competitive compensation.

4. Reassignment - The Company may reassign an employee into a position with market pricing equal to or less than the current market pricing:
  - a) to more effectively use the employee's specific abilities in a different assignment;
  - b) for career development purposes, and/or;
  - c) because of a work force reduction.

Reassignment will not be considered a demotion if, in management's opinion, the employee has performed in the present position to the best of his or her ability. In addition, if the Company is making the reassignment for career development purposes, the employee's compensation will normally remain the same depending on the facts and circumstances at the time.

5. Reclassification - Position responsibilities which have increased or decreased substantially and are not expected to be temporary may result in the reclassification and re-pricing of the position. This process may affect the compensation range for the position based on the revised market pricing data.
6. Demotion - A demotion is a voluntary or involuntary reduction in responsibilities and may be accompanied with a reduction in compensation.

*Compensation Actions – Bargaining Unit:* Employees may receive changes to their pay structure as a result of labor negotiations.

**Key Contact:** Division HR and the Compensation Department.

**Reference:** At-Will Employment for All Salaried Employees, Regular and Part-Time Employees and Staffing Policies.

**Administrative Responsibility:** Director HR - Corporate.

Revised: 03/01/08, 06/01/11, 3/9/2015

**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 56**

**Responding Witness: Gregory J. Meiman**

- Q-56. Explain whether the utility's expenses for wages, salaries, benefits, and other compensation included in the test period, and any adjustments to the test period, are compliant with the Board of Director's compensation policy.
- A-56. As described in response to Question No. 55, compensation included in the test period is compliant with the Company's written compensation policy.

**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 57**

**Responding Witness: Gregory J. Meiman**

- Q-57. Explain, if prior to reflecting any adjustments to wages, salaries, benefits, and other compensation in the rate application, whether the utility, through an outside consultant or otherwise, performed a study or survey to compare its wages, salaries, benefits, and other compensation to those of other utilities in the region, or to other local or regional enterprises.
- a. If comparisons were performed, provide and discuss the results of such comparisons. Include the results of the study or survey with your response, including all work papers.
  - b. If comparisons were not performed, explain why such comparisons were not performed.
- A-57. a. See Tab 60 of the Filing Requirements.
- b. Not applicable.

**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 58**

**Responding Witness: Robert M. Conroy**

- Q-58. List all present or proposed research efforts dealing with the pricing of electricity and natural gas and the current status of such efforts.
- A-58. 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 10, 2016**

**Case No. 2016-00371**

**Question No. 59**

**Responding Witness: Paul W. Thompson**

Q-59. 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-59. 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 2013, 2014, 2015, and the base year (LG&E's portion):

Year 2013	\$1,718,581
Year 2014	\$2,033,261
Year 2015	\$1,828,331
Base Year	\$1,906,477

- 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. Other payments for research are specific to the work being conducted. For the calendar year 2016 (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 1.3% of UK CAER's revenues for the fiscal year ended June 30, 2016. For the University of Texas at Austin, LG&E's payments represented 2.9% of the revenue for the two projects. For NEETRAC, LG&E's payments represented 0.4% of their revenue.

- b. Research projects are related to the operational needs of the different lines of business, such as generation, environmental and transmission. The details of each project set are 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 2016 (the most current information available) were approximately \$405 million for research and development activities. The UK CAER total expenses in power generation for the fiscal year ended June 30, 2016 were approximately \$5.7 million for research and development activities. The University of Texas at Austin's expenses were effectively its funding from consortium members and grants (\$1M) for the fiscal year ended June 30, 2016. NEETRAC's expenditures were also their funding from members (\$5.7M) for the fiscal year ended June 30, 2016.
- e. The expected benefits are included in the program descriptions in the attachment.

**Electric Power Research Institute (EPRI) Programs (Alphabetically)**

**Program Title:** Air and Multimedia Toxics Health and Risk Assessment

**Program Description:**

EPRI's Air and Multimedia Toxics Health and Risk Assessment Program (Air Toxics) provides cutting edge, independent scientific data to accurately inform power companies, their stakeholders, US and international policy makers, and the public of the health risks associated with potentially hazardous power plant emissions. 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 Air Toxics program focuses on two primary areas of research. First, the program conducts basic health science research to address cutting-edge questions on health effects and public health risk assessment of hazardous air pollutants (HAPS), including arsenic, mercury, selenium, nickel, chromium, cadmium, and trace organics. These comprehensive health effects studies are applicable to all routes of human exposure (inhalation, ingestion, or direct contact). Second, working closely with other EPRI programs, it provides the data and tools for assessing the impacts of trace substances both by atmospheric transport and via transfer and transformation in other media. These assessments focus on which routes of exposure are most critical, and quantify the impacts likely to result.

**Research Value:**

The program focuses on several issues of key importance to power industry operations and planning. As regulatory and operational environments evolve, the program's research is oriented around emerging issues likely to increase in importance in the next several years. The program develops data and methods for assessment of human health impacts, from fundamental health effects studies to regional-scale exposure and health risk assessments. The program is intended to provide improved estimates of environmental impact. EPRI development of refined exposure assessment methods has the potential to inform the process on how standards are interpreted by the research community and public agencies. One important focus of the program is to inform the power industry about developments in the research community that may impact industry planning.

**Program Title:** Assessment of Air Quality Impacts on Human Health

**Program Description:**

EPRI's Assessment of Air Quality Impacts on Human Health program addresses key scientific uncertainties regarding the health effects of "criteria" air pollutants, with the objective of informing industry stakeholders, regulators, and the public to ensure the development of protective public health policies and standards based upon the latest scientific data and analyses.

**Research Value:**

EPRI's Air Quality Health program focuses on key issues relevant to the power industry. Risk assessments generate results to inform different aspects of the National Ambient Air Quality Standards (NAAQS) establishment for criteria pollutants. Work on benefits of air pollution regulations is critical in developing realistic estimates for Regulatory Impact Analyses, for example, that reflect key scientific uncertainties.

EPRI also is continuing important work on the health effects of Particulate Matter (PM) components, as this research has the potential to catalyze a paradigm shift informing how 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 more accurately identify the specific causative agents, and thus the sources of those agents, affecting human health and the environment. With this research 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 organization that addresses unique power industry air pollution issues – related to coal and natural gas-fired power plants - and how they fit into the larger picture of emissions from other sources; and
- Peer-reviewed publications reporting research results provide input into regulatory standard-setting processes and inform the broader scientific and stakeholder community.

The research conducted in this program benefits all stakeholders including the public by providing information to help develop air quality regulations that are based on sound science.

**Program Title:** Boiler Turbine Steam and Cycle Chemistry

**Program Description:**

The Boiler and Turbine Steam and Cycle Chemistry Program offers guidelines, technology, and training materials to help plant operators manage water/steam cycle chemistry, reduce unplanned outages and operations and maintenance (O&M) costs, and improve unit efficiency, 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 by using proven technologies to create solutions. By using the results of the R&D in this program, members can:

- Improve overall unit availability and flexibility: 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 to excellent or to world class cycle chemistry programs

**Program Title:** Boiler Life and Availability Improvement Program

**Program Description:**

The Boiler Life and Availability Improvement Program uses international collaboration to develop technology and guidance on safe management of boiler component life to increase 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 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:

- Potentially significantly reduce the costs of lost availability due to boiler tube failures from greater than when program results are applied comprehensively
- Increase the safety of high-energy and high-temperature piping systems
- Increase safety through control of flow-accelerated corrosion (FAC) in fossil plants

**Program Title:** Coal Combustion Products – Environmental Issues

**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:**

Results from this research help electric power industry members evaluate and develop cost-effective management practices for complying with emerging regulations while ensuring potential risks to the public and environment from disposal and use of CCPs are acceptable. The U.S. power industry, for example, currently produces over 100 million tons of CCPs annually. 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. More specifically, research in this program helps participating members minimize environmental impacts from CCP management and develop effective state-of-the-science corrective measures where impacts have occurred. It also provides power companies with information and data on environmental performance to inform the beneficial use of CCPs as a sustainable construction material. Disposal research benefits the public by supporting improved site performance and effective remediation technologies; beneficial use research advances sustainable material management in construction, thereby reducing land area required for disposal, mining and consumption of natural materials, and the overall carbon footprint of construction operations.

**Program Title:** Combined Cycle HRSG and Balance of Plant

**Program Description:**

The 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 past 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

**Program Description:**

The program provides resources to address all aspects of the life management and the operational and maintenance (O&M) improvements of conventional and advanced gas turbines. 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:** Continuous Emissions Monitoring

**Program Description:**

Coal-fired power plants increasingly need 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 solids (filterable) and aerosols (condensable PM, acid gases (e.g., HCl, 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 Sulfur Dioxide (SO<sub>2</sub>) control;
- Direct measurement of mass emissions to overcome the uncertainty of indirect measurements as PM characteristics change; and
- Utilization of continuous monitoring instrumentation for process control of emission control technologies.

**Research Value:**

The Continuous Emissions Monitoring program helps members evaluate and implement monitoring options to meet 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)
- Optimize NO<sub>x</sub> and sulfur trioxide (SO<sub>3</sub>) control operations, or flue gas conditioning for electrostatic precipitator (ESP) performance, via in situ continuous measurement systems for ammonia (NH<sub>3</sub>), SO<sub>3</sub>, and sulfuric acid

**Program Title:** Cyber Security and Privacy

**Program Description:**

Cyber and physical security have become critical priorities for electric utilities. The evolving electricity sector is increasingly dependent on information technology and telecommunication infrastructure to ensure the reliability and security of the electric grid. Specifically, measures to ensure cyber security must be designed and implemented to protect the electric grid from attacks by terrorists and hackers, and to strengthen grid resilience against natural disasters and inadvertent threats such as equipment failures and user errors.

The Cyber Security Program focuses on addressing the emerging threats to an interconnected electric sector through multidisciplinary, collaborative research on cyber security technologies, standards, and business processes.

**Research Value:**

The rapid pace of change in the electric sector creates a challenging environment for asset owners and operators to monitor the cyber security activities of industry groups, develop an understanding of how new technologies affect security, and maintain the right internal resources for assessing those technologies. EPRI employs a team of experts with comprehensive backgrounds in cyber security who address these challenges by providing insight and analysis of various security tools, architectures, guidelines, and results of testing to program participants.

Participation in EPRI's Cyber Security and Privacy Program can provide the following benefits:

- A better awareness of industry and government collaborative efforts, where members can "plug in" to current activities;
- Guidance on developing cyber security strategies and requirements for selecting effective technologies;
- Guidance on security metrics;
- Techniques for assessing and monitoring risk;
- Practical approaches to mitigating the risk of operating legacy systems;
- Early identification of security gaps through laboratory assessments of security technologies; and
- Technologies which support the management of cyber incidents and increase the cyber security and resiliency of the grid.

**Program Title:** Effluent Guidelines and Water Quality Management

**Program Description:**

The program is the focal point for industry wastewater characterization data and analyses to scientifically inform effluent guidelines rulemaking and to support plant wastewater management compliance needs, and conducts data analysis into cost and performance of treatment options 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; conducts studies to accurately characterize industry water management practices; and develops practical tools for biofouling control using nontoxic alternatives to oxidizing biocides such as chlorine. Research in this program provides the basis for comments to the proposed revisions to the U.S. Environmental Protection Agency's (EPA's) existing steam electric effluent guidelines for wastewater discharges into surface waters.

**Research Value:**

Program research helps inform the regulatory process and provides information to facility owners to develop effective effluent guideline management strategies. As water discharge permit limits for trace metals and nutrients tighten, power companies need 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 dry sorbent injection e.g. trona—may also impact wastewater and its treatability. Science-based analyses and extrapolation of the data will be necessary to help inform various stakeholders, including regulatory agencies, industry, and the public. Key motivations for this research include the following:

- The best scientific data available are needed for the final effluent guideline standards. This includes characterization and treatability analysis for all possible plant design, operating conditions and coal properties expected across the existing fleet.
- Evaluation of the cross-media impacts of air pollution control technologies on wastewater discharges is needed to assure compliance capability.
- Accurate and adequately sensitive analytical methods are needed to avoid false permit violations, to decrease capital and operating/maintenance costs for wastewater treatment, and to reduce the likelihood of permit violations.
- Data are needed to characterize the costs and performance of dry bottom ash handling systems, as well as to define whether additional water treatment may be required to manage closed loop bottom ash transport systems.
- Limited options exist for non-oxidizing alternatives to chlorine.

**Program Title:** Electric Transportation

**Program Description:**

Electricity is the only widely available and domestically produced form of energy for transportation that addresses the simultaneous needs for fuel diversity, energy security, reduced greenhouse gas emissions, and improved air quality. The transition of transportation energy from petroleum to electricity represents a paradigm shift for electric utilities to the role of fuel provider for vehicles. The EPRI Electric Transportation program conducts research and development on vehicle and infrastructure technologies, along with supporting economic and environmental impact analyses, to help advance the use of electricity as a transportation fuel.

The early market for plug-in electric vehicles (PEVs) has been characterized by modest but steadily increasing sales, high vehicle reliability and customer satisfaction, and a rapid evolution of both vehicle and infrastructure technologies. Compared to the first mass-produced PEVs, new vehicle models can charge at faster rates and travel with greater range per charge. Electric vehicles from sedans to bucket trucks are seeing increased usage in fleet applications. In addition, public infrastructure to support PEVs is expanding, with the installation of thousands of public and workplace charging stations. A fast charging network is also beginning to emerge, using direct current (DC) electricity at levels of 50 to 120 kW to charge electric vehicles in as little as 20 minutes. In addition, automotive manufacturers have developed the first production charging systems that enable electric vehicles to provide power to the grid. By the end of Q1 2015, total U.S. PEV sales exceeded 320,000 vehicles and more than 20 PEV models were available from 11 manufacturers, including five of the six largest U.S. automotive manufacturers. Another 20 PEVs are scheduled to be launched between Q3 2015 and the end of 2018.

Nearly all major automakers are reaching out to the utility industry to help develop and standardize infrastructure for recharging PEVs as well as to help educate their mutual customer. Utility customers, including residents, fleet managers, and 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. This program helps utilities address these challenges.

Business customers are also looking to utilities for help in quantifying the value of incorporating PEVs into their vehicle fleet and non-road operations to offset high fuel costs, improve operating efficiencies, meet environmental requirements, and enhance customer satisfaction. This program equips utilities to conduct such evaluations.

**Research Value:**

The EPRI Electric Transportation program has played a leading role in the development of PEV technologies that are at the forefront of automotive industry development efforts. 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 and Distributed Generation

**Program Description:**

It is important to understand the factors that may make storage and distributed generation technologies technically and economically viable in the future, whether the devices are owned and operated by utilities, by customers, or by third-parties. 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, expected service lifetime, and relative maturity of various storage and distributed generation technologies in grid applications
- Identifying the additional hardware, software, and user interfaces required to implement distributed resources 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 and distributed generation, including performance requirements, cost break-even points, and valuation
- Understanding the effects of policy and regulation on the adoption and cost-effectiveness of storage and distributed generation applications
- Understanding the environmental impact of storage and distributed generation

**Research Value:**

EPRI research focuses on facilitating the availability, use, and integration of grid-ready energy storage and distributed generation 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

**Program Description:**

EPRI's "Fish Protection at Power Plants Program" provides tools, technologies and analyses for power plants to cost effectively protect aquatic communities in accordance with U.S. and International fish protection regulations. The program assesses the effects of 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 industry-wide imperatives to control costs, ensure or exceed environmental compliance requirements, and manage business risks.

**Research Value:**

EPRI performs extensive research on fish protection technologies for cooling water intake structures and waterpower (conventional hydropower, pumped storage, and marine and hydrokinetic) projects. 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 aquatic life protection approaches for cost-effective operating permits at individual facilities. It also provides access to new and enhanced fish passage and protection technologies, information on fish protection-related issues, and information on cost, economic, environmental, and electric system impacts of compliance and licensing/relicensing requirements. The public will benefit from minimized impacts to aquatic environments, cost-effective compliance, and license/relicensing strategies that will have minimal impact on electricity rates.

EPRI R&D on fish protection at power plants identifies and evaluates technologies for improved fish passage and protection, informs all stakeholders in the permitting and licensing process with sound technical information, and provides technical information for cost-effective environmental compliance that contributes to affordable, reliable and sustainable electricity.

**Program Title:** Fossil Materials and Repair

**Program Description:**

Today's fossil power plants are tasked with flexible operation by pushing for maximum output during peak price periods, transitioning to low-load and multi-shift operation, and frequent fuel switching to take advantage of spot market opportunities. These practices can accelerate material damage in major power block components. New materials are being introduced for replacement of components in aging plants, in the building of higher-efficiency power plants, and in the construction of components with thinner walls for improved operational flexibility. Regulations on air and water quality have resulted in construction of new pollution control equipment and water management technologies that are more demanding on materials than older systems.

Improved knowledge of materials behavior in such environments allows for accurate prediction of remaining life, proper choice of repair strategies, and optimized material selection, fabrication, and repair. To address these needs, the Fossil Materials and Repair program provides integrated materials selection guidance, repair and welding technologies, and corrosion mitigation methods to improve equipment performance, reliability, and safety. Research is conducted in all areas of the fossil power plant, including the major power block (boilers, HRSGs, steam turbines, gas turbines, etc.) and the balance of plant.

**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)

**Program Description:**

The Generation Maintenance Applications Center (GenMAC) program provides practical information for improving plant maintenance-related operations and maintenance (O&M) processes, reliability, and cost through collaboration with participating organizations. Materials can be used to transfer base knowledge to workers new to the organization and by experienced staff searching for reliability enhancements for maintenance tasks.

**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, by following proven techniques and via 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 industry-wide 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.
- Achieve reliable performance from new system and component additions driven by both aging equipment replacements and new regulations.
- 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:** Heat Rate Improvement

**Program Description:**

The focus of this program is to improve operating plant heat rate, independent of the fuel fired. The program will advance the state of the art, permitting all power generating companies to benefit, including those now starting performance improvement programs and those with vast experience and mature programs.

The efforts behind of improving heat rate require a broad understanding of power plant design, operation, maintenance, ambient conditions, combustion, and the fuel fired. To be successful, a holistic view must be taken to ensure results are both cost-effective and do not create problems elsewhere in the plant. The Heat Rate Improvement program activities will include research on thermodynamics, auxiliary power consumption, heat transfer, plant processes, controls, new hardware, fluid dynamics, measurement, and software, in addition to issues related to fuel quality and the combustion process.

**Research Value:**

The Heat Rate Improvement program focuses on a holistic approach to cost-effectively enhancing power plant efficiency without creating deleterious side effects. Heat rate improvements:

- Yield significant savings in fuel costs and are by far the lowest-cost and a proven and commercially available method for reducing carbon dioxide (CO<sub>2</sub>) emissions. A 1% heat rate improvement on a single 500-MW base-loaded coal-fired unit can save \$700,000 /year in fuel costs alone, and can reduce CO<sub>2</sub> emissions by approximately 40,000 tons per year.
- Improve overall combined-cycle plant performance, permitting those sites to reduce fuel costs per MW as their capacity factors increase.
- Can enable program members to achieve substantial cost savings through improved boiler performance, regain lost capacity, and benefit from increased flexibility in fuel sourcing.
- Can also reveal many reliability related problems in the quest to identify performance or thermal efficiency problems, permitting timely maintenance and a reduction of generation costs.

**Program Title:** Integrated Environmental Controls

**Program Description:**

Power generators need information on long-term performance, applicability, and costs of technologies for controlling mercury and other hazardous air pollutants (HAPs), to comply with regulations such as the U.S. Environmental Protection Agency's (EPA's) Mercury and Air Toxics Standard (MATS). In addition, balance of plant (BOP) and multi-media issues resulting from HAPS controls need to be better understood and addressed. Also needed are technology advancements such as lower-cost and better-performing sorbents; improvements to allow more flexible operations, and information on the economic incentives for using alternative, lower-quality, or blended fuels.

**Research Value:**

EPRI's R&D efforts will focus on minimizing the capital and operating costs, reliability risks, and BOP impacts of HAPS, particles, and SO<sub>2</sub> compliance. Program members can benefit through:

- Optimized performance of sorbent injection systems, electrostatic precipitators (ESPs), baghouses, and flue gas desulfurization (FGD) controls
- Assessments of the impact of flexible operations, including cycling and load-following
- Demonstration of lower-cost emerging technologies
- Minimization of BOP and multi-media impacts, such as ash and gypsum sales, FGD water effluent, etc.
- Ability to anticipate future regulatory issues and understand compliance issues

**Program Title:** Maintenance Management and Technology

**Program Description:**

The Maintenance Management & Technology program helps power generation 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 equipment and organizations. Research projects include efforts to identify potential causes of 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:**

This 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
- Increase plant availability and reliability through improved maintenance management and staff performance

**Program Title:** Operations Management and Technology

**Program Description:**

The Operations Management & Technology program provides a comprehensive portfolio focused on both the technology and human aspects of the fossil and gas fleet, development and evaluation of new and improved fossil plant operations technologies, and work policies and practices that raise the standards of operational performance. The program takes a holistic look at an operating plant; instead of focusing on individual components or technologies, the program utilizes a broad approach to improve overall plant performance. People, process and technology -- the Operations Management & Technology program looks at these three critical roles, how they can be improved, and where they can be best integrated to reduce cost, increase productivity and achieve safe, reliable, cost-effective and environmentally responsible power generation.

**Research Value:**

EPRI's Operations Management & Technology program develops advanced processes and related technologies that support improved plant reliability and reduced costs. It addresses the key tactical and strategic issues facing fossil and gas plant owners today. This program is highly collaborative in nature, providing forums for EPRI members to jointly resolve issues, improve processes, implement technologies and identify research gaps. Members of the program receive:

- Guidelines that provide tools for excellence in plant operations
- Forums for industry information exchange and lessons learned
- Support from EPRI technical staff on day-to-day O&M issues
- Opportunities for enhanced plant operations through understanding of new technology applications
- Web tools to facilitate the use of program content

**Program Title:** Post-Combustion Nitrogen (NO<sub>x</sub>) Control

**Program Description:**

The Post-Combustion NO<sub>x</sub> Control program focuses on reducing total costs and increasing reliability and performance of Selective Catalytic Reduction (SCR) and other post-combustion NO<sub>x</sub> control systems deployed to meet anticipated NO<sub>x</sub> and mercury emissions limits.

**Research Value:**

This research supports the documentation of best practices and resolution of critical operability issues to reduce costs and maximize SCR system performance. In addition, in anticipation of more stringent NO<sub>x</sub> limits, methods of lowering SCR outlet NO<sub>x</sub> levels from both existing and new SCR systems—such as improved reagent/NO<sub>x</sub> mixing upstream of the catalyst, advanced instrumentation and control, and improved catalyst formulations—need to be 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, with the implementation of mercury 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 SO<sub>3</sub> formation.

**Program Title:** Power Plant Multimedia Toxics Characterization

**Program Description:**

The 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 impacts that might result from changes in fuel composition or fuel blend, use of natural gas, implementation of new or enhanced pollution control technologies, or changes in plant operating practices. This program's research is coordinated with related work on emissions control technologies, air toxics risk assessment, as well as work on water characterization and management of combustion by-products.

**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 more than 25 years ago. This long term outlook helps EPRI better anticipate issues, inform evolving regulations, and develop practical solutions. The research performed under this program enhances understanding of pollutant chemistry, provides methods and tools to accurately characterize the chemicals, and facilitates development of more effective pollution control strategies. Improved sampling and analytical methods can help reduce the risk of permit violations. The research conducted in this program provides credible emissions data to help power companies respond to permitting and regulatory requirements. The program addresses environmental impacts from use of natural gas as well as alternative fuels such as biomass.

The program develops emissions estimates that are used as (source terms) by other programs (Air and Multimedia Toxics Health and Risk Assessment) for risk assessment research. Measurement data produced by the program (and other sources) is compiled into the Power Plant Toxics Measurements Database, the most comprehensive database available on Hazardous Air Pollutants (HAPs) emissions. It is an online database containing primary information on the concentration partitioning 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 power companies managing pollutants in process streams internationally. The program assists power companies with Toxics Release Inventory (TRI) reporting by providing reporting software and emission factors, helping to minimize the cost of environmental compliance and make electricity more affordable.

**Program Title:** Renewable Generation

**Program Description:**

The Renewable Generation program provides a portfolio of research and development opportunities that:

- Assesses the status, performance, and cost of renewable generating technologies
- Conducts targeted research and development to address critical issues relative to the technical assessment, selection, operation, maintenance, and overall reliability of renewable generation resources
- Provides opportunities for members to engage in general-interest renewable generation activities, including workshops, tours, and other events.

**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 energy and hydropower options largely are unrelated technologically; each has its own developmental status, readiness timeline, industry drivers, and economic and technology challenges. EPRI's Renewable Generation program conducts targeted research to improve the performance, availability, and cost-effectiveness of existing renewable technologies and to develop new renewable technologies and applications. The program also provides objective cost and performance information for renewable technologies, helping participants to:

- Capitalize on market opportunities for renewable compliance and power purchases, resulting in improved decision-making
- Identify the appropriate role of diverse renewable resources in expanding new and sustainable generation capacity
- Apply results from modeling, simulation, and future energy scenario analyses that will help guide investments in renewable energy

Through collaboration with key industry stakeholders, EPRI members guide development and demonstration of technologies that will optimize operating efficiency, reduce overall costs, improve reliability, and facilitate deployment of large-scale renewable generation.

**Program Title:** Steam Turbines-Generators and Auxiliary Systems

**Program Description:**

The 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, advanced monitoring and controls.

The program 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 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

**Program Description:**

This program helps substation owners enhance safety, reliability, equipment life, and performance, as well as maximize the return on asset investments and prioritize their 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 training materials and resources to improve equipment life management such as failure databases and aging models.

**Research Value:**

This research and development (R&D) program addresses asset-specific performance and industry issues. Collectively, the goal is to develop tools, techniques, and methodologies to help a utility improve substation equipment performance, inspection, assessment, maintenance, and risk-based asset management. The information provided through the collection of projects in this program will provide members with knowledge that can help them:

- 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 the understanding of vulnerability of substation equipment to specific physical and intentional electromagnetic attacks;
- Implement predictive maintenance practices for reduced outages; and
- Reduce failures of critical assets.
- Reduce switching errors, increase worker safety, and prevent outages

**Program Title:** Transmission and Distribution (T&D) and Right of Way (ROW) Environmental Issues

**Program Description:**

The T&D and ROW Environmental Issues program delivers information, tools, and methods for preventing, characterizing, and remediating soil and water contamination at 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 industrywide for used oil management, management of creosote and pentachlorophenol utility poles as nonhazardous waste, and demonstration of the true risk of a mineral oil spill. 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 optimal decisions on T&D ROW equipment choices and remedial approaches
- 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
- Opportunities for proactive environmental management to decrease potential for outages and fines, and shorter time frames for siting new transmission lines

**Program Title:** Water Management Technology

**Program Description:**

The Management Technology program identifies, evaluates, and demonstrates cost-effective and reliable treatment technologies capable of achieving proposed or anticipated pollutant limits on all streams that may be discharged from a power plant. The program also evaluates the performance, operability, reliability, and cost of advanced cooling technologies designed to reduce water withdrawal and consumption while minimizing the impact on plant thermal efficiency. These technologies are applicable worldwide and equally to Rankine steam boiler and gas-fired combined-cycle units. To reduce water consumption, the program evaluates processes to recover moisture from the flue gas (Rankine or combined-cycle) and to enable re-use of wastewater streams within the power plant by removing species that cause scaling and/or corrosion.

**Research Value:**

Program research helps facility owners develop effective water treatment compliance and water conservation strategies. As water discharge permit limits for selenium, mercury, arsenic, other trace metals and nutrients (nitrates/nitrites) tighten, power companies require independent performance and economic data on cost-effective, reliable treatment options capable of meeting these limits. Where such technologies are not available or cost-effective, the program seeks and evaluates new processes that could meet the target discharge concentrations.

Program research also provides power companies with performance, thermal penalty, and cost data on cooling options that reduce or avoid the withdrawal and/or consumption of water. In-depth evaluations of currently-available approaches enable power companies to evaluate their near-term options with greater confidence. Identification, development, and evaluation of novel technologies (mostly found under EPRI's Technology Innovation Program and transferred to this program after feasibility has been shown) can help power generators reduce their water withdrawal/consumption with less impact on plant thermal efficiency. Complementary work to demonstrate the benefits of water balance modeling, and the capabilities of water treatment technologies to render wastewater streams usable in plant processes, can enable power plant operators to reduce demand for fresh water.

**EPRI Supplemental Projects (During Base Year)**

**Description**

Conducting Generation NDE Proficiency Demonstrations and Annual Updates  
Ohio River Ecological Research Program (ORERP)  
Fleetwide Monitoring Interest Group  
2016 ANNSTLF Maintenance & Support  
ORERP 316(b) Studies  
Sunburst Network for Geomagnetic Currents  
Combined Cycle Thermal Performance  
Electromagnetic Pulse (EMP) Grid Resiliency: Transmission Vulnerability  
and Mitigation  
Portable PM Monitor Calibration System – Phase 2 Performance Validation  
Testing  
Screening of Grade 91 Steel Components  
Reduced Load SCR Testing using Portable Catalyst Test Facilities

**Non-EPRI Research Projects**

**Program Title:** Carbon Management Research Group (CMRG) at the University of Kentucky Center for Applied Energy Research (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 CO<sub>2</sub> capture process for the existing coal-fired fleet and involves the development and heat optimization of an amine-based CO<sub>2</sub> Scrubber Process, including the evaluation and development of an integrated CO<sub>2</sub> Capture/Fertilizer Byproduct Process. In-situ Oxy-fuel Combustion CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> 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)

**Program Description and Benefit:**

TxCMP includes Ph.D. students, M.S. students, 4 faculty, and professionals working on CO<sub>2</sub> rate and solubility measurements, amine degradation, systems modeling, pilot plant testing, sequestration modeling, and systems analysis. 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/CO<sub>2</sub> 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 CO<sub>2</sub> 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.

**Program Title:** National electric Energy Testing Research and Application Center (NEETRAC) at Georgia Institute of Technology

**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 10, 2016**

**Case No. 2016-00371**

**Question No. 60**

**Responding Witness: Christopher M. Garrett**

Q-60. 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 work papers 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-60. a. See attached.
- b. See attached.
- c. The Company will provide monthly updates as requested.

LOUISVILLE GAS AND ELECTRIC COMPANY

CASE NO. 2016-00371

Schedule of Rate Case Preparation Costs

Response to Commission's Order

Dated November 10, 2016

Question No. 60 (a)

Responding Witness: Christopher M. Garrett

Date	Invoice #	Vendor Name	Hours (1)	Rate/Hr	Amount	Description	Account
5-Jul-16	143	LANGLEY & BROMBERG	2.82	389.75	1,099.10	Professional legal services	182335
5-Aug-16	197	LANGLEY & BROMBERG	5.89	390.17	2,298.11	Professional legal services	182335
1-Sep-16	222	LANGLEY & BROMBERG	2.93	389.73	1,141.92	Professional legal services	182335
5-Oct-16	237	LANGLEY & BROMBERG	5.78	390.19	2,255.29	Professional legal services	182335
19-Feb-16	829008	STOLL KEENON OGDEN	0.51	339.45	173.12	Professional legal services	182335
21-Apr-16	832084	STOLL KEENON OGDEN	0.58	395.09	229.15	Professional legal services	182335
23-May-16	834185	STOLL KEENON OGDEN	7.54	254.67	1,920.20	Professional legal services	182335
22-Jun-16	835871	STOLL KEENON OGDEN	7.32	326.14	2,387.35	Professional legal services	182335
25-Jul-16	838138	STOLL KEENON OGDEN	11.90	298.33	3,550.16	Professional legal services	182335
19-Aug-16	839415	STOLL KEENON OGDEN	27.27	310.56	8,469.00	Professional legal services	182335
21-Sep-16	841396	STOLL KEENON OGDEN	57.21	272.92	15,613.49	Professional legal services	182335
20-Oct-16	842978	STOLL KEENON OGDEN	224.43	264.51	59,363.62	Professional legal services	182335
SUBTOTAL LEGAL OUTSIDE COUNSEL LG&E ELECTRIC					98,500.51		
<b>TOTAL LEGAL OUTSIDE COUNSEL LG&amp;E ELECTRIC</b>					<b>98,500.51</b>		
23-Mar-16	830584	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			2,209.73	Consulting work related to the upcoming rate case	182335
21-Apr-16	832084	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			5,932.77	Consulting work related to the upcoming rate case	182335
23-May-16	834185	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			1,246.23	Consulting work related to the upcoming rate case	182335
22-Jun-16	835871	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			2,380.15	Consulting work related to the upcoming rate case	182335
25-Jul-16	838138	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			2,260.97	Consulting work related to the upcoming rate case	182335
19-Aug-16	839415	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			733.83	Consulting work related to the upcoming rate case	182335
21-Sep-16	841396	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			7,493.85	Consulting work related to the upcoming rate case	182335
20-Oct-16	842978	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			427.91	Consulting work related to the upcoming rate case	182335
1-Sep-16	THEPRI090116	THE PRIME GROUP LLC	19.22	218.70	4,203.51	Consulting work related to the upcoming rate case	182335
SUBTOTAL CONSULTANTS LG&E ELECTRIC					26,888.95		
<b>TOTAL CONSULTANTS LG&amp;E ELECTRIC</b>					<b>26,888.95</b>		
SUBTOTAL SUPPLIES/SERVICES - OTHER LG&E ELECTRIC					-		
<b>TOTAL SUPPLIES/SERVICES - OTHER LG&amp;E ELECTRIC</b>					<b>-</b>		
<b>TOTAL LG&amp;E ELECTRIC</b>					<b>125,389.46</b>		

LOUISVILLE GAS AND ELECTRIC COMPANY

CASE NO. 2016-00371

Schedule of Rate Case Preparation Costs

Response to Commission's Order

Dated November 10, 2016

Question No. 60 (a)

Responding Witness: Christopher M. Garrett

Date	Invoice #	Vendor Name	Hours (1)	Rate/Hr	Amount	Description	Account
5-Jul-16	143	LANGLEY & BROMBERG	0.80	390.39	312.31	Professional legal services	182336
5-Aug-16	197	LANGLEY & BROMBERG	1.68	388.70	653.02	Professional legal services	182336
1-Sep-16	222	LANGLEY & BROMBERG	0.83	390.94	324.48	Professional legal services	182336
5-Oct-16	237	LANGLEY & BROMBERG	1.64	390.76	640.85	Professional legal services	182336
19-Feb-16	829008	STOLL KEENON OGDEN	0.15	327.93	49.19	Professional legal services	182336
21-Apr-16	832084	STOLL KEENON OGDEN	0.17	383.06	65.12	Professional legal services	182336
23-May-16	834185	STOLL KEENON OGDEN	2.14	254.97	545.63	Professional legal services	182336
22-Jun-16	835871	STOLL KEENON OGDEN	2.08	326.14	678.37	Professional legal services	182336
25-Jul-16	838138	STOLL KEENON OGDEN	3.38	298.46	1,008.79	Professional legal services	182336
19-Aug-16	839415	STOLL KEENON OGDEN	7.75	310.51	2,406.49	Professional legal services	182336
21-Sep-16	841396	STOLL KEENON OGDEN	16.25	273.02	4,436.62	Professional legal services	182336
20-Oct-16	842978	STOLL KEENON OGDEN	63.77	264.52	16,868.35	Professional legal services	182336
SUBTOTAL LEGAL OUTSIDE COUNSEL LG&E GAS					27,989.22		
<b>TOTAL LEGAL OUTSIDE COUNSEL LG&amp;E GAS</b>					<b>27,989.22</b>		
23-Mar-16	830584	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			627.90	Consulting work related to the upcoming rate case	182336
21-Apr-16	832084	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			1,685.82	Consulting work related to the upcoming rate case	182336
23-May-16	834185	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			354.12	Consulting work related to the upcoming rate case	182336
22-Jun-16	835871	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			676.33	Consulting work related to the upcoming rate case	182336
25-Jul-16	838138	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			642.46	Consulting work related to the upcoming rate case	182336
19-Aug-16	839415	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			208.52	Consulting work related to the upcoming rate case	182336
21-Sep-16	841396	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			2,129.40	Consulting work related to the upcoming rate case	182336
20-Oct-16	842978	STOLL KEENON OGDEN (GANNETT FLEMING - DEPRECIATION STUDY)			121.59	Consulting work related to the upcoming rate case	182336
1-Sep-16	THEPRI090116	THE PRIME GROUP LLC	5.46	218.76	1,194.44	Consulting work related to the upcoming rate case	182336
SUBTOTAL CONSULTANTS LG&E GAS					7,640.58		
<b>TOTAL CONSULTANTS LG&amp;E GAS</b>					<b>7,640.58</b>		
SUBTOTAL SUPPLIES/SERVICES - OTHER LG&E GAS					-		
<b>TOTAL SUPPLIES/SERVICES - OTHER LG&amp;E GAS</b>					<b>-</b>		
<b>TOTAL LG&amp;E GAS</b>					<b>35,629.80</b>		
<b>TOTAL RATE CASE EXPENSES @ 10/31/2016</b>					<b>161,019.26</b>		

Note (1) - Hours are calculated based on information provided on the billing statement.

**INVOICE**

**Invoice Information**

Firm/Vendor: Langley & Bromberg  
 Office: Birmingham  
 Invoice Number: 143  
 Date of Invoice: 07/05/2016  
 Billing Period: 06/01/2016 - 06/30/2016  
 Date Posted: 07/05/2016  
 Invoice Description/Comment:

**Amount Approved**

Approved Total **\$3,003.00** HJ  
 Invoice Currency: USD  
 Date Approved: 07/18/2016  
 Final Approver: Dot O'Brien  
 Approved Fees \$3,003.00  
 Approved Expenses \$0.00  
 Comments to AP: LEGAL SERVICES

**Accounting Code Allocations**

Project	Task	Type	Org	Amount	Percentage	Comment
125973	KURC-EL 2016	0321	026900	\$1,591.59	53%	KU
125974	LGERC-GS 2016	0321	026900	\$312.31	10.4%	LGE GAS
125975	LGERC-EL 2016	0321	026900	\$1,099.10	36.6%	LGE EL

**Vendor Address & Tax Information in Serengeti Tracker**

Langley & Bromberg  
 2700 US Highway 280, Ste. 240E  
 Birmingham, Alabama 35223

Tel: 205-783-5750  
 Fax:

Remittance Address  
 2700 U.S. Highway 280  
 Suite 240E  
 Birmingham, Alabama 35223

Vendor Tax ID: [REDACTED]  
 VAT ID: -

GST ID: --  
HST ID: --  
PST ID: --  
Sales Tax ID: --  
QST ID: --  
Withholding Tax ID: --

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**Amount Billed**

**Billed Total**      \$3,003.00  
Invoice Currency: USD  
Billed Fees          \$3,003.00  
Billed Expenses     \$0.00

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**Approval History**

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Lisa Kennedy	Posted	07/05/2016	\$3,003.00	
Kathy Wilson	Approved	07/07/2016	\$3,003.00	
Jim Dimas	Approved	07/08/2016	\$3,003.00	
Dot O'Brien	Approved	07/15/2016	\$3,003.00	
Kathy Wilson	AP Reviewed	07/18/2016	\$3,003.00	
Kathy Wilson	AP Batch Run	07/18/2016	\$3,003.00	Batch ID: 001000351 (Sent to AP: 07/18/2016 10:43:11 AM)

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**Additional Financial Information**

Oracle Vendor Number:    74771  
Vendor Pay Site:            PY-ACH  
Name of Invoice File in .Zip: Langley & Bromberg - 143.html  
Comments to Firm:  
AP Route:                    Default AP Route

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**Matter Information**

Matter Name (Short):    Rate Case Kentucky 2016-Joint Use Agreements  
Matter ID:                 31497.01  
Lead Company Person: Dimas, Jim  
Organizational Unit:    LKE > KU and LG&E > Corporate

Practice Group: LKE Legal > Regulatory > State  
 Law Firm Matter No.: 001  
 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 Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
06/26/2016 -	Work on outline of objectives for wireline template update; work on wireline template update.	Eric Langley	21	\$390.00			\$819.00
06/27/2016 -	Continue work on revisions to template wireline attachment agreement; correspondence with Mr. Jim Dimas regarding same.	Eric Langley	29	\$390.00			\$1,131.00
06/28/2016 -	Correspondence with Mr. Jim Dimas regarding wireline template revisions; review of Kentucky Public Service Commission's Staff Opinion regarding wireless attachments and correspondence with Mr. Dimas regarding same; continue work on template revisions.	Eric Langley	09	\$390.00			\$351.00
06/29/2016 -	Telephone conference with Mr. Jim Dimas regarding wireless antenna attachment issues relating to template modifications; continue work on revisions to template attachment agreement.	Eric Langley	1.8	\$390.00			\$702.00

7.7 <sup>4</sup>

## INVOICE

### Invoice Information

Firm/Vendor: Langley & Bromberg  
Office: Birmingham  
Invoice Number: 143  
Date of Invoice: 07/05/2016  
Billing Period: 06/01/2016 - 06/30/2016  
Date Posted: 07/05/2016  
Invoice Description/Comment:

### Amount Approved

Approved Total \$3,003.00 *H*  
Invoice Currency: USD  
Date Approved: 07/18/2016  
Final Approver: Dot O'Brien  
Approved Fees \$3,003.00  
Approved Expenses \$0.00  
Comments to AP: LEGAL SERVICES

### Accounting Code Allocations

Project	Task	Type	Org	Amount	Percentage	Comment
125973	KURC-EL 2016	0321	026900	\$1,591.59	53%	KU
125974	LGE RC-GS 2016	0321	026900	\$312.31	10.4%	LGE GAS
125975	LGE RC-EL 2016	0321	026900	\$1,099.10	36.6%	LGE EL

### Vendor Address & Tax Information in Serengeti Tracker

Langley & Bromberg  
2700 US Highway 280, Ste. 240E  
Birmingham, Alabama 35223

Tel: 205-783-5750  
Fax:

Remittance Address  
2700 U.S. Highway 280  
Suite 240E  
Birmingham, Alabama 35223

Vendor Tax ID: XXXXXXXXXX  
VAT ID: -

GST ID: -  
HST ID: -  
PST ID: -  
Sales Tax ID: --  
QST ID: -  
Withholding Tax ID: -

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**Amount Billed**

**Billed Total**     \$6,279.00 *4/*  
Invoice Currency: USD  
Billed Fees        \$6,279.00  
Billed Expenses   \$0.00

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**Approval History**

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Lisa Kennedy	Posted	08/05/2016	\$6,279.00	
Kathy Wilson	Approved	08/08/2016	\$6,279.00	
Jim Dimas	Pending			
Dot O'Brien	Pending			
Kathy Wilson	Pending			

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**Additional Financial Information**

Oracle Vendor Number:     74771  
Vendor Pay Site:            PY-ACH  
Name of Invoice File in .Zip: Langley & Bromberg - 197.html  
Comments to Firm:  
AP Route:                    Default AP Route

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**Matter Information**

Matter Name (Short):   Rate Case Kentucky 2016-Joint Use Agreements  
Matter ID:                31497.01  
Lead Company Person: Dimas, Jim  
Organizational Unit:    LKE > KU and LG&E > Corporate  
Practice Group:         LKE Legal > Regulatory > State

Law Firm Matter No.: 001  
 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 Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
07/01/2016 -	Continue work on revisions to template license agreement.	Eric Langley	0.8	\$390.00			\$312.00
07/07/2016 -	Continue work on review of, and revisions to, template license agreement in preparation for filing updated tariff.	Eric Langley	21	\$390.00			\$819.00
07/08/2016 -	Work on revisions to draft template license agreement.	Eric Langley	2.2	\$390.00			\$858.00
07/09/2016 -	Continue work on revisions to draft template license agreement; review of CATV/telecom objections to most recent tariff update in connection with revisions to draft template license agreement.	Eric Langley	3.9	\$390.00			\$1,521.00
07/10/2016 -	Work on revisions to template license agreement; work on flow chart of application process to ensure Section 5 captures necessary steps.	Eric Langley	3.2	\$390.00			\$1,248.00
07/11/2016 -	Continue work on revisions to draft template; correspondence with Mr. Jim Dimas regarding revisions to template.	Eric Langley	21	\$390.00			\$819.00
07/22/2016 -	Review of Mr. Jim Dimas' revisions/comments to mark up of draft pole license agreement template.	Eric Langley	0.2	\$390.00			\$78.00
07/29/2016 -	Prepare for telephone conference with team regarding template update and revisions; telephone conference with team regarding template update and revisions.	Eric Langley	1.6	\$390.00			\$624.00

*16.1 hr*

**INVOICE**

**Invoice Information**

Firm/Vendor: Langley & Bromberg  
 Office: Birmingham  
 Invoice Number: 222  
 Date of Invoice: 09/01/2016  
 Billing Period: 08/01/2016 - 08/31/2016  
 Date Posted: 09/01/2016  
 Invoice Description/Comment: Rate Case Kentucky 2016 - Joint Use Agreements

**Amount Approved**

Approved Total \$3,120.00  
 Invoice Currency: USD  
 Date Approved: 09/20/2016  
 Final Approver: Allyson Sturgeon  
 Approved Fees \$3,120.00  
 Approved Expenses \$0.00  
 Comments to AP: LEGAL SERVICES

**Accounting Code Allocations**

Project	Task	Type	Org	Amount	Percentage	Comment
122482	LGE RC-EL LGL EX	0321	026900	\$1,141.92	36.6%	LGE EL
122483	LGE RC-GC LGL EX	0321	026900	\$324.48	10.4%	LGE GAS
122484	KU RC LEGAL EXP	0321	026900	\$1,653.60	53%	KU

**Vendor Address & Tax Information in Serengeti Tracker**

Langley & Bromberg  
 2700 US Highway 280, Ste. 240E  
 Birmingham, Alabama 35223

Tel: 205-783-5750  
 Fax:

Remittance Address  
 2700 U.S. Highway 280  
 Suite 240E  
 Birmingham, Alabama 35223

Vendor Tax ID: [REDACTED]  
 VAT ID: -

GST ID: --  
HST ID: --  
PST ID: --  
Sales Tax ID: --  
QST ID: --  
Withholding Tax ID: --

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**Amount Billed**

**Billed Total** \$3,120.00  
Invoice Currency: USD  
**Billed Fees** \$3,120.00  
**Billed Expenses** \$0.00

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**Approval History**

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Lisa Kennedy	Posted	09/01/2016	\$3,120.00	
Kathy Wilson	Approved	09/06/2016	\$3,120.00	
Jim Dimas	Approved	09/09/2016	\$3,120.00	
Allyson Sturgeon	Approved	09/20/2016	\$3,120.00	
Kathy Wilson	AP Reviewed	09/20/2016	\$3,120.00	
Kathy Wilson	AP Batch Run	09/20/2016	\$3,120.00	Batch ID: 001000360 (Sent to AP: 09/20/2016 7:38:22 AM)
Kathy Wilson	Account Codes Modified	09/20/2016	\$3,120.00	Kathy Wilson modified one or more account codes, account code allocations, or comments to AP.

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**Additional Financial Information**

Oracle Vendor Number: 74771  
Vendor Pay Site: PY-ACH  
Name of Invoice File in .Zip: Langley & Bromberg - 222.html  
Comments to Firm:  
AP Route: Default AP Route

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**Matter Information**

Matter Name (Short): Rate Case Kentucky 2016-Joint Use Agreements  
Matter ID: 31497.01  
Lead Company Person: Dimas, Jim

Organizational Unit: LKE > KU and LG&E > Corporate  
 Practice Group: LKE Legal > Regulatory > State  
 Law Firm Matter No.: 001  
 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 Taxes</u>	<u>TaxType%</u>	<u>Amount</u>
08/01/2016 -	Work on revisions to draft template update to incorporate feedback from July 29, 2016 conference call with team; correspondence with Mr. Jim Dimas and Mr. Brad Hayes regarding revisions to draft template update.	Eric Langley	22	\$390.00			\$858.00
08/02/2016 -	Continue work on revisions to draft template; correspondence with Mr. Brad Hayes regarding revisions to make-ready sections of agreement.	Eric Langley	33	\$390.00			\$1,287.00
08/04/2016 -	Continue work on updated draft template license agreement and correspondence with Mr. Jim Dimas and Mr. Brad Hayes regarding same.	Eric Langley	25	\$390.00			\$975.00

8 1/2

**INVOICE**

**Invoice Information**

Firm/Vendor: Langley & Bromberg  
 Office: Birmingham  
 Invoice Number: 237  
 Date of Invoice: 10/05/2016  
 Billing Period: 09/01/2016 - 09/30/2016  
 Date Posted: 10/05/2016  
 Invoice Description/Comment:

**Amount Approved**

Approved Total **\$6,162.00** 4  
 Invoice Currency: USD  
 Date Approved: 10/18/2016  
 Final Approver: Dot O'Brien  
 Approved Fees \$6,162.00  
 Approved Expenses \$0.00  
 Comments to AP: LEGAL SERVICES

**Accounting Code Allocations**

Project	Task	Type	Org	Amount	Percentage	Comment
122482	LGE RC-EL LGL EX	0321	026900	\$2,255.29	36.6%	LGE EL
122483	LGE RC-GC LGL EX	0321	026900	\$640.85	10.4%	LGE GAS
122484	KU RC LEGAL EXP	0321	026900	\$3,265.86	53%	KU

**Vendor Address & Tax Information in Serengeti Tracker**

Langley & Bromberg  
 2700 US Highway 280, Ste. 240E  
 Birmingham, Alabama 35223

Tel: 205-783-5750  
 Fax:

Remittance Address  
 2700 U.S. Highway 280  
 Suite 240E  
 Birmingham, Alabama 35223

Vendor Tax ID: [REDACTED]  
 VAT ID: -

GST ID: --  
HST ID: --  
PST ID: --  
Sales Tax ID: --  
QST ID: --  
Withholding Tax ID: --

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**Amount Billed**

**Billed Total**      **\$6,162.00**  
Invoice Currency: USD  
Billed Fees          \$6,162.00  
Billed Expenses     \$0.00

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**Approval History**

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
	Posted	10/05/2016	\$6,162.00	
Kathy Wilson	Approved	10/05/2016	\$6,162.00	
Sara Veeneman	Approved	10/14/2016	\$6,162.00	
Jim Dimas	Approved	10/17/2016	\$6,162.00	
Dot O'Brien	Approved	10/17/2016	\$6,162.00	
Kathy Wilson	AP Reviewed	10/18/2016	\$6,162.00	
Kathy Wilson	AP Batch Run	10/19/2016	\$6,162.00	Batch ID: 001000366 (Sent to AP: 10/19/2016 7:19:30 AM)

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**Additional Financial Information**

Oracle Vendor Number:    74771  
Vendor Pay Site:            PY-ACH  
Name of Invoice File in .Zip: Langley & Bromberg - 237.html  
Comments to Firm:  
AP Route:                    Default AP Route

---

**Matter Information**

Matter Name (Short):    Rate Case Kentucky 2016-Joint Use Agreements  
Matter ID:                 31497.01  
Lead Company Person: Dimas, Jim

Organizational Unit: LKE > KU and LG&E > Corporate  
 Practice Group: LKE Legal > Regulatory > State  
 Law Firm Matter No.: 001  
 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 Taxes</u>	<u>TaxType%</u>	<u>Amount</u>
09/12/2016 -	Preliminary review of draft pole attachment tariff and correspondence with Mr. Jim Dimas regarding same; telephone conference with Mr. Dimas regarding draft tariff and prepare of September 13, 2016 telephone conference with SKO and LG&E team regarding tariff strategy.	Eric Langley	1.4	\$390.00			\$546.00
09/13/2016 -	Telephone conference with SKO and LG&E team regarding draft tariff.	Eric Langley	1.5	\$390.00			\$585.00
09/14/2016 -	Work on analysis of draft pole attachment tariff and work on comments/revisions to same.	Eric Langley	4.7	\$390.00			\$1,833.00
09/15/2016 -	Work on red-line comments to draft pole attachment tariff.	Eric Langley	2.1	\$390.00			\$819.00
09/16/2016 -	Finalize red-line comments to draft pole attachment tariff and circulate comments to team.	Eric Langley	0.5	\$390.00			\$195.00
09/22/2016 -	Telephone conference with Mr. Jim Dimas regarding draft tariff.	Eric Langley	0.1	\$390.00			\$39.00
09/26/2016 -	Review of updated draft tariff in preparation for telephone conference with team regarding same; work on outline of discussion items/issues in updated draft tariff; telephone conference with team regarding updated tariff.	Eric Langley	3.7	\$390.00			\$1,443.00
09/30/2016 -	Work on revisions to second draft of tariff for circulation to Mr. Jim Dimas, Mr. Brad Hayes and Mr. Rick Pollack.	Eric Langley	1.8	\$390.00			\$702.00

*15,84*

**INVOICE**

**Invoice Information**

Firm/Vendor: Stoll Keenon Ogden  
 Office: Payment Address  
 Invoice Number: 829008  
 Date of Invoice: 02/19/2016  
 Billing Period: 01/20/2016 - 01/29/2016  
 Date Posted: 02/19/2016  
 Invoice Description/Comment: 2016 KY Base Rate Case

**Amount Approved**

**Approved Total**  
 Invoice Currency: USD  
 Date Approved:  
 Final Approver:  
 Approved Fees  
 Approved Expenses  
 Comments to AP: LEGAL SERVICES

**Accounting Code Allocations**

Project	Task	Type	Org	Amount	Percentage	Comment
125973	KU RC-EL 2016	0321	026900		53%	
125974	LGE RC-GS 2016	0321	026900		10.4%	
125975	LGE RC-EL 2016	0321	026900		36.6%	

**Vendor Address & Tax Information in Serengeti Tracker**

Stoll Keenon Ogden  
 Post Office Box 11969  
 Lexington, Kentucky 40509

Tel: 502-333-6000  
 Fax: 502-333-6099

**Remittance Address**

Same as mail address

Vendor Tax ID: [REDACTED]

VAT ID: -  
 GST ID: -  
 HST ID: -  
 PST ID: -

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**Amount Billed**

**Billed Total**     **\$473.00** 4  
Invoice Currency: USD  
Billed Fees        \$473.00  
Billed Expenses   \$0.00

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**Approval History**

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	02/19/2016	\$473.00	
Kathy Wilson	Approved	02/26/2016	\$473.00	
Allyson Sturgeon	Pending			
Dot O'Brien	Pending			
Kathy Wilson	Pending			

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**Additional Financial Information**

Oracle Vendor Number:     40033  
Vendor Pay Site:            PY-ACH  
Name of Invoice File in .Zip: Stoll Keenon Ogden - 829008.html  
Comments to Firm:  
AP Route:                    Default AP Route

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**Matter Information**

Matter Name (Short):     Rate Case Kentucky 2016  
Matter ID:                  31497  
Lead Company Person:     Sturgeon, Allyson  
Organizational Unit:     LKE > KU and LG&E > Corporate  
Practice Group:          LKE Legal > Regulatory > State  
Law Firm Matter No.:     154097  
Country (in Matter):     United States

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**Invoice Line Items:**

Date        Description Narrative

Timekeeper        Units Rate     Adjust Taxes TaxType/% Amount

01/20/2016 -	Phone conference with Ms. Sturgeon regarding engagement of Mr. Spano's for possible depreciation claims and possible base rate case applications in 2016; draft and prepare engagement letter to Mr. Spanos to act as consulting expert and testifying expert on same; send same to Ms. Sturgeon	Riggs, Kendrick	0.8	\$390.00	\$312.00
01/24/2016 -	Attention to engagement letter for Mr. Spanos to serve as a consulting expert and a testifying expert for depreciation rate involving possible base rate case applications in 2016	Riggs, Kendrick	0.1	\$390.00	\$39.00
01/29/2016 -	Revisions to preliminary hold notices for potential 2016 rate case.	Crosby, III, W. Duncan	0.5	\$244.00	\$122.00

1.4  $\frac{1}{2}$

INVOICE

Invoice Information

Firm/Vendor: Stoll Keenon Ogden
Office: Payment Address
Invoice Number: 830584
Date of Invoice: 03/23/2016
Billing Period: 03/08/2016 - 03/08/2016
Date Posted: 03/23/2016
Invoice Description/Comment: 2016 KY Base Rate Case

Amount Approved

Approved Total \$6,037.50
Invoice Currency: USD
Date Approved: 03/28/2016
Final Approver: Greg Cornett
Approved Fees \$0.00
Approved Expenses \$6,037.50
Comments to AP: LEGAL SERVICES

Handwritten notes: 6,037.50, <6,037.50> (A) pg 29

Handwritten note: SKO - Garrett/Fleming dependent study

Accounting Code Allocations

Table with 6 columns: Project, Task, Type | Org, Amount, Percentage, Comment. Rows include KU, LGE GAS, and LGEEL.

Vendor Address & Tax Information in Serengeti Tracker

Stoll Keenon Ogden
Post Office Box 11969
Lexington, Kentucky 40509

Tel: 502-333-6000
Fax: 502-333-6099

Remittance Address

Same as mail address

Vendor Tax ID: [Redacted]

VAT ID: --
GST ID: --
HST ID: --
PST ID: --

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**Amount Billed**

**Billed Total**     \$6,037.50  
Invoice Currency: USD  
Billed Fees        \$0.00  
Billed Expenses   \$6,037.50

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**Approval History**

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	03/23/2016	\$6,037.50	
Kathy Wilson	Approved	03/24/2016	\$6,037.50	
Allyson Sturgeon	Approved	03/24/2016	\$6,037.50	
Greg Cornett	Approved	03/28/2016	\$6,037.50	
Kathy Wilson	AP Reviewed	03/28/2016	\$6,037.50	
Kathy Wilson	AP Batch Run	03/28/2016	\$6,037.50	Batch ID: 001000336 (Sent to AP: 03/28/2016 7:03:22 AM)

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**Additional Financial Information**

Oracle Vendor Number:     40033  
Vendor Pay Site:            PY-ACH  
Name of Invoice File in .Zip: Stoll Keenon Ogden - 830584.html  
Comments to Firm:  
AP Route:                    Default AP Route

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**Matter Information**

Matter Name (Short):     Rate Case Kentucky 2016  
Matter ID:                    31497  
Lead Company Person: Sturgeon, Allyson  
Organizational Unit:     LKE > KU and LG&E > Corporate  
Practice Group:            LKE Legal > Regulatory > State  
Law Firm Matter No.:     154097  
Country (in Matter):     United States

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**Invoice Line Items:**

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
03/08/2016	E119 - Experts	Consulting Fee Project #060319/ Invoice #060319*1368/ Invoice date 2/8/16 - Services rendered for consultant (John Spanos) thru 1/22/16 VENDOR: Gannett Fleming Companies; INVOICE#: 060319*1368; DATE: 3/8/2016	Riggs, Kendrick	1	\$6,037.50	4	(A)	\$6,037.50

### INVOICE

**Invoice Information**

Firm/Vendor: Stoll Keenon Ogden  
 Office: Payment Address  
 Invoice Number: 832084  
 Date of Invoice: 04/21/2016  
 Billing Period: 03/09/2016 - 04/05/2016  
 Date Posted: 04/21/2016  
 Invoice Description/Comment: 2016 KY Base Rate Case

**Amount Approved**

Approved Total **\$16,835.87** ✓  
 Invoice Currency: USD  
 Date Approved: 05/09/2016  
 Final Approver: Dot O'Brien  
 Approved Fees \$624.00  
 Approved Expenses \$16,211.87  
 Comments to AP: LEGAL SERVICES

16,835.87  
 <16,209.77> (A) pg 32  
 -----  
 626.10 ✓

**Accounting Code Allocations**

Project	Task	Type	Org	Amount	Percentage	Comment
125973	KU RC-EL 2016	0321	026900	\$8,923.01	53%	KU
125974	LGE RC-GS 2016	0321	026900	\$1,750.93	10.4%	LGE GAS
125975	LGE RC-EL 2016	0321	026900	\$6,161.93	36.6%	LGEEL

**Vendor Address & Tax Information in Serengeti Tracker**

Stoll Keenon Ogden  
 Post Office Box 11969  
 Lexington, Kentucky 40509

Tel: 502-333-6000  
 Fax: 502-333-6099

**Remittance Address**

Same as mail address

Vendor Tax ID: [REDACTED]

VAT ID: --

GST ID: --

HST ID: --

PST ID: --

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**Amount Billed**

**Billed Total**      \$16,835.87  
Invoice Currency: USD  
Billed Fees          \$624.00  
Billed Expenses    \$16,211.87

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**Approval History**

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	04/21/2016	\$16,835.87	
Kathy Wilson	Approved	04/26/2016	\$16,835.87	
Allyson Sturgeon	Approved	04/28/2016	\$16,835.87	
Dot O'Brien	Approved	05/03/2016	\$16,835.87	
Kathy Wilson	AP Reviewed	05/09/2016	\$16,835.87	
Kathy Wilson	AP Batch Run	05/09/2016	\$16,835.87	Batch ID: 001000342 (Sent to AP: 05/09/2016 7:11:22 AM)

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**Additional Financial Information**

Oracle Vendor Number:    40033  
Vendor Pay Site:          PY-ACH  
Name of Invoice File in .Zip: Stoll Keenon Ogden - 832084.html  
Comments to Firm:  
AP Route:                  Default AP Route

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**Matter Information**

Matter Name (Short):    Rate Case Kentucky 2016  
Matter ID:                31497  
Lead Company Person:    Sturgeon, Allyson  
Organizational Unit:    LKE > KU and LG&E > Corporate  
Practice Group:         LKE Legal > Regulatory > State  
Law Firm Matter No.:    154097  
Country (in Matter):    United States

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**Invoice Line Items:**

REDACTED AMOUNTS ARE NON-RESPONSIVE

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
03/09/2016 -		Attention to emails concerning study for depreciation rates by Gannett Fleming; prepare and send email to Ms. Sturgeon regarding same and request a meeting/phone conference	Riggs, Kendrick	0.6	\$390.00			\$234.00
04/05/2016 -		Work on lessons learned memo for 2016 base rate case	Riggs, Kendrick	1	\$390.00			\$390.00
03/29/2016	E123 - Other Professionals	Professional Service Project #060231 / Invoice #060231*1467 / Invoice date 3/29/19 - Services rendered from 1/23/16 thru 3/04/16 (John Spanos) VENDOR: Gannett Fleming Companies; INVOICE#: 060231-1467; DATE: 3/29/2016	Riggs, Kendrick	1	\$16,209.77	1.60	(A) 4	\$16,209.77
04/04/2016	E105 - Telephone	Telephone Expense [REDACTED]; 21 Mins.	Riggs, Kendrick	1	\$2.10			\$2.10

**INVOICE**

**Invoice Information**

Firm/Vendor: Stoll Keenon Ogden  
 Office: Payment Address  
 Invoice Number: 834185  
 Date of Invoice: 05/23/2016  
 Billing Period: 04/05/2016 - 04/29/2016  
 Date Posted: 05/23/2016  
 Invoice Description/Comment: 2016 KY Base Rate Case

**Amount Approved**

Approved Total **\$8,651.44** *S*  
 Invoice Currency: USD  
 Date Approved: 06/15/2016  
 Final Approver: Dot O'Brien  
 Approved Fees \$5,235.40  
 Approved Expenses \$3,416.04  
 Comments to AP: LEGAL SERVICES

*8,651.44*  
~~*3,405.00*~~ *(A) pg 35*  
*5,246.44* *S*

**Accounting Code Allocations**

Project	Task	Type	Org	Amount	Percentage	Comment
125973	KURC-EL 2016	0321	026900	\$4,585.26	53%	KU
125974	LGERC-GS 2016	0321	026900	\$899.75	10.4%	LGE GAS
125975	LGERC-EL 2016	0321	026900	\$3,166.43	36.6%	LGEEL

**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 [REDACTED]

VAT ID: --  
 GST ID: --  
 HST ID: --  
 PST ID: --

Sales Tax ID: --  
QST ID: --  
Withholding Tax ID: --

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**Amount Billed**

**Billed Total**      **\$8,651.44**  
Invoice Currency: USD  
Billed Fees        \$5,235.40  
Billed Expenses   \$3,416.04

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**Approval History**

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	05/23/2016	\$8,651.44	
Kathy Wilson	Approved	05/31/2016	\$8,651.44	
Allyson Sturgeon	Approved	06/13/2016	\$8,651.44	
Dot O'Brien	Approved	06/15/2016	\$8,651.44	
Kathy Wilson	AP Reviewed	06/15/2016	\$8,651.44	
Kathy Wilson	AP Batch Run	06/15/2016	\$8,651.44	Batch ID: 001000347 (Sent to AP: 06/15/2016 8:19:47 AM)

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**Additional Financial Information**

Oracle Vendor Number:    40033  
Vendor Pay Site:            PY-ACH  
Name of Invoice File in .Zip: Stoll Keenon Ogden - 834185.html  
Comments to Firm:  
AP Route:                    Default AP Route

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**Matter Information**

Matter Name (Short):    Rate Case Kentucky 2016  
Matter ID:                31497  
Lead Company Person:    Sturgeon, Allyson  
Organizational Unit:    LKE > KU and LG&E > Corporate  
Practice Group:         LKE Legal > Regulatory > State  
Law Firm Matter No.:    154097

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 Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
04/07/2016 -		Analysis of regulatory issues for lessons learned memorandum and edit same	Riggs, Kendrick	0.9	\$398.00			\$358.20
04/08/2016 -		Prepare complete revise and send comments on lessons learned memorandum for 2016 base rate cases	Riggs, Kendrick	0.6	\$398.00			\$238.80
04/11/2016 -		Attention to emails regarding depreciation study	Riggs, Kendrick	0.1	\$398.00			\$39.80
04/11/2016 -		Meeting with client re potential tariff revisions; work re same.	Crosby, III, W. Duncan	2.2	\$249.00			\$547.80
04/12/2016 -		Conference with client regarding engagement with Mr. Spanos and protection work product defense and procedures regarding the same	Riggs, Kendrick	0.6	\$398.00			\$238.80
04/12/2016 -		Work re potential tariff revisions.	Crosby, III, W. Duncan	0.8	\$249.00			\$199.20
04/13/2016 -		Attention to emails with Mr. Spano's concerning work product report	Riggs, Kendrick	0.1	\$398.00			\$39.80
04/15/2016 -		Work on potential tariff revisions.	Crosby, III, W. Duncan	0.2	\$249.00			\$49.80
04/18/2016 -		Work re tariff revisions.	Crosby, III, W. Duncan	0.3	\$249.00			\$74.70
04/19/2016 -		Prepare for and attend meeting regarding review of depreciation study for preliminary results	Riggs, Kendrick	1	\$398.00			\$398.00
04/19/2016 -		Work on tariff review for possible tariff changes to propose.	Crosby, III, W. Duncan	1.9	\$249.00			\$473.10
04/20/2016 -		Analysis of incentive compensation and executive compensation issues or and associated regulatory issues	Riggs, Kendrick	0.4	\$398.00			\$159.20
04/20/2016 -		Discuss needed research with Mr. Riggs and begin reviewing prior memorandums regarding same re TIA and executive compensation recovery	Braun, Monica	0.8	\$208.00			\$166.40
04/20/2016 -		Work re proposed tariff revisions.	Crosby, III, W. Duncan	1.2	\$249.00			\$298.80
04/21/2016 -		Research and review most recent decisions from the KPSC related to incentive compensation	Braun, Monica	2.4	\$208.00			\$499.20
04/22/2016 -		Work on memorandum regarding incentive compensation	Braun, Monica	1.7	\$208.00			\$353.60
04/24/2016 -		Draft memo regarding incentive compensation expense	Braun, Monica	2.2	\$208.00			\$457.60
04/25/2016 -		Draft memo regarding incentive compensation; revise chart with updated cases and include executive stock based compensation cases	Braun, Monica	2.2	\$208.00			\$457.60
04/25/2016 -		Updated chart of recent PSC decisions re incentive compensation	Mandlehr, Joseph	1	\$185.00			\$185.00
04/11/2016	E110 - Out-of-town Travel	Lodging, parking and etc. Reimburse 4/11/16 parking for meeting at LG&E/KU VENDOR: Crosby, III, W. Duncan; INVOICE#: 041516; DATE: 4/15/2016	Crosby, III, W. Duncan	1	\$6.00			\$6.00
04/21/2016	E106 - Online Research	Lexis Charges	Braun, Monica	1	\$1.20			\$1.20
04/21/2016	E106 - Online Research	Lexis Charges	Braun, Monica	1	\$3.84			\$3.84
04/29/2016	E119 - Experts	Expert Project #060231/Invoice #060231*1537/Invoice date 5/06/16 - Services rendered by expert witness John Spanos VENDOR: Gannett Fleming Companies; INVOICE#: 060231*1537; DATE: 5/6/2016	Riggs, Kendrick	1	\$3,405.00			\$3,405.00

**INVOICE**

**Invoice Information**

Firm/Vendor: Stoll Keenon Ogden  
 Office: Payment Address  
 Invoice Number: 835871  
 Date of Invoice: 06/22/2016  
 Billing Period: 05/02/2016 - 06/09/2016  
 Date Posted: 06/22/2016  
 Invoice Description/Comment: 2016 KY Base Rate Case

**Amount Approved**

**Approved Total**  
**Invoice Currency:** USD  
 Date Approved:  
 Final Approver:  
 Approved Fees  
 Approved Expenses  
 Comments to AP: LEGAL SERVICES

**Accounting Code Allocations**

Project	Task	Type	Org	Amount	Percentage	Comment
125973	KURC-EL 2016	0321	026900		53%	KU
125974	LGERC-GS 2016	0321	026900		10.4%	LGE GAS
125975	LGERC-EL 2016	0321	026900		36.6%	LGEEL

**Vendor Address & Tax Information in Serengeti Tracker**

Stoll Keenon Ogden  
 Post Office Box 11969  
 Lexington, Kentucky 40509

Tel: 502-333-6000  
 Fax: 502-333-6099

**Remittance Address**

Same as mail address

Vendor Tax ID: [REDACTED]

VAT ID: -

GST ID: -

HST ID: -

PST ID: -

Sales Tax ID: --  
QST ID: --  
Withholding Tax ID: --

**Amount Billed**

**Billed Total**      **\$13,025.95** *S/*  
Invoice Currency: USD  
**Billed Fees**      **\$6,522.80**  
**Billed Expenses** **\$6,503.15**

*13,025.95*  
*<6,503.15> (A) pg 39*  
*6,522.80 S/*

**Approval History**

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	06/22/2016	\$13,025.95	
Kathy Wilson	Approved	06/23/2016	\$13,025.95	
Allyson Sturgeon	Approved	07/08/2016	\$13,025.95	
Dot O'Brien	Pending			
Kathy Wilson	Pending			

**Additional Financial Information**

Oracle Vendor Number: 40033  
Vendor Pay Site: PY-ACH  
Name of Invoice File in .Zip: Stoll Keenon Ogden - 835871.html  
Comments to Firm:  
AP Route: Default AP Route

**Matter Information**

Matter Name (Short): Rate Case Kentucky 2016  
Matter ID: 31497  
Lead Company Person: Sturgeon, Allyson  
Organizational Unit: LKE > KU and LG&E > Corporate  
Practice Group: LKE Legal > Regulatory > State  
Law Firm Matter No.: 154097  
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 Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
05/02/2016 -		Preparation for meeting with client; attend meeting with client and Mr. Spanos regarding preliminary depreciation rate; follow-up on same	Riggs, Kendrick	2.5	\$398.00			\$995.00
05/09/2016 -		Attention to emails concerning status of depreciation study issues	Riggs, Kendrick	0.1	\$398.00			\$39.80
05/10/2016 -		Prepare for and attend meeting with Ms. Sturgeon and others regarding rate case issues	Riggs, Kendrick	2	\$398.00			\$796.00
05/12/2016 -		Attention to return on equity assessments and current potential return on equity experts	Riggs, Kendrick	0.3	\$398.00			\$119.40
05/16/2016 -		Meeting with client re possible tariff revisions.	Crosby, III, W. Duncan	2.4	\$249.00			\$597.60
05/16/2016 -		Research re possible ROE witnesses	Mandlehr, Joseph	0.8	\$185.00			\$148.00
05/16/2016 -		Preparation for and attend meeting to discuss depreciation study related issues; follow-up on same	Riggs, Kendrick	3	\$398.00			\$1,194.00
05/18/2016 -		Attention to depreciation study issues; attention to return on equity experts	Riggs, Kendrick	1.5	\$398.00			\$597.00
05/20/2016 -		Phone call with Mr. Rosenberg regarding rate of return expert; prepare and send detailed email to Ms. Veeneman and Ms. Sturgeon regarding previous return on equity expert witness assessments	Riggs, Kendrick	1.5	\$398.00			\$597.00
05/23/2016 -		Research re possible ROE consultants	Mandlehr, Joseph	2.1	\$185.00			\$388.50
05/27/2016 -		Attention to depreciation study issues; attention to our OEE expert review issue	Riggs, Kendrick	0.2	\$398.00			\$79.60
05/31/2016 -		Preparation for tariff review meeting; tariff review meeting with client.	Crosby, III, W. Duncan	3.1	\$249.00			\$771.90
05/31/2016 -		Receive and review draft memorandum prepared by Mr. Spanos and evaluate same; emails with client regarding status of depreciation study and need to schedule conference call with Mr. Spanos regarding same	Riggs, Kendrick	0.5	\$398.00			\$199.00
06/09/2016	E119 - Experts	Expert Invoice #060231*1604, dated 6/09/16 - Services rendered by expert consultant, John Spanos VENDOR: Gannett Fleming Companies; INVOICE#: 060231*1604; DATE: 6/9/2016	Riggs, Kendrick	1	\$6,503.15			\$6,503.15

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 205  
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**INVOICE**

**Invoice Information**

Firm/Vendor: Stoll Keenon Ogden  
 Office: Payment Address  
 Invoice Number: 838138  
 Date of Invoice: 07/25/2016  
 Billing Period: 06/03/2016 - 06/30/2016  
 Date Posted: 07/25/2016  
 Invoice Description/Comment: 2016 KY Base Rate Case

**Amount Approved**

Approved Total  
 Invoice Currency: USD  
 Date Approved:  
 Final Approver:  
 Approved Fees  
 Approved Expenses  
 Comments to AP: LEGAL SERVICES

**Accounting Code Allocations**

Project	Task	Type	Org	Amount	Percentage	Comment
125973	KU RC-EL 2016	0321	026900		53%	KU
125974	LGE RC-GS 2016	0321	026900		10.4%	LGE GAS
125975	LGE RC-EL 2016	0321	026900		36.6%	LGEEL

**Vendor Address & Tax Information in Serengeti Tracker**

Stoll Keenon Ogden  
 Post Office Box 11969  
 Lexington, Kentucky 40509

Tel: 502-333-6000  
 Fax: 502-333-6099

**Remittance Address**

Same as mail address

Vendor Tax ID [REDACTED]

VAT ID: -

GST ID: -

HST ID: -

PST ID: -

Sales Tax ID: --  
QST ID: --  
Withholding Tax ID: --

**Amount Billed**

**Billed Total** \$15,877.40 *S*  
Invoice Currency: USD  
**Billed Fees** \$9,681.00  
**Billed Expenses** \$6,196.40

*15,877.40*  
*<6,177.50> (A) pg 43*  
*9,699.90 S*

**Approval History**

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	07/25/2016	\$15,877.40	
Kathy Wilson	TK Rates Reviewed	07/26/2016		
Kathy Wilson	Approved	07/26/2016	\$15,877.40	
Allyson Sturgeon	Approved	07/27/2016	\$15,877.40	
Dot O'Brien	Pending			
Kathy Wilson	Pending			

**Additional Financial Information**

Oracle Vendor Number: 40033  
Vendor Pay Site: PY-ACH  
Name of Invoice File in .Zip: Stoll Keenon Ogden - 838138.html  
Comments to Firm:  
AP Route: Default AP Route

**Matter Information**

Matter Name (Short): Rate Case Kentucky 2016  
Matter ID: 31497  
Lead Company Person: Sturgeon, Allyson  
Organizational Unit: LKE > KU and LG&E > Corporate  
Practice Group: LKE Legal > Regulatory > State  
Law Firm Matter No.: 154097

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 Taxes</u>	<u>TaxType/%</u>	<u>Amount</u>
06/03/2016 -		Conference with Ms. Sturgeon regarding Davies Consulting attorney work product; phone conference with Mr. Spanos regarding status of depreciation study and related issues	Riggs, Kendrick	0.8	\$398.00			\$318.40
06/08/2016 -		Meeting with client re tariff issues; work on tariff revision matters.	Crosby, III, W. Duncan	2.2	\$249.00			\$547.80
06/08/2016 -		Phone conference with Ms. Sturgeon and Ms. Veeneman regarding return on equity cost of capital expert engagements	Riggs, Kendrick	0.4	\$398.00			\$159.20
06/10/2016 -		Telephone conference with Mr. Spanos' and client regarding status of depreciation study; phone conference with Ms. Veeneman regarding same	Riggs, Kendrick	0.4	\$398.00			\$159.20
06/13/2016 -		Tariff revision committee meeting.	Crosby, III, W. Duncan	2.3	\$249.00			\$572.70
06/14/2016 -		Work on draft of tariff revisions.	Crosby, III, W. Duncan	1.6	\$249.00			\$398.40
06/15/2016 -		Draft of tariff revisions.	Crosby, III, W. Duncan	1.2	\$249.00			\$298.80
06/17/2016 -		Phone conference with FinCap re possible engagement for upcoming case filings	Riggs, Kendrick	0.5	\$398.00			\$199.00
06/20/2016 -		Meeting with client re tariff revisions; work re draft tariff revisions.	Crosby, III, W. Duncan	2.1	\$249.00			\$522.90
06/20/2016 -		Preparation for a meeting with Davies Consulting regarding work product consulting expert assistance; attention to evaluation cost of capital witnesses	Riggs, Kendrick	2.3	\$398.00			\$915.40
06/22/2016 -		Phone conference with Mr. Spanos and client regarding depreciation rates; conference with client regarding return on equity experts; follow-up on inquiries concerning same with possible experts	Riggs, Kendrick	2.6	\$398.00			\$1,034.80
06/22/2016 -		Conference with M. Braun re intervention research	Loy, Molly	0.1	\$165.00			\$16.50
06/22/2016 -		Discuss with Ms. Loy and Mr. Riggs the needed research regarding intervention	Braun, Monica	0.3	\$208.00			\$62.40
06/23/2016 -		Research re intervention, including review of prior rate cases and LFUCG minutes, ordinances, resolutions and dockets	Loy, Molly	2	\$165.00			\$330.00
06/23/2016 -		Phone conference Mr. Spanos regarding depreciation rates	Riggs, Kendrick	0.5	\$398.00			\$199.00
06/23/2016 -		Review research regarding intervention and send same to Mr. Riggs	Braun, Monica	0.3	\$208.00			\$62.40
06/24/2016 -		Phone conference with possible return on equity cost of capital expert; prepare and send email to Mr. Reynolds regarding request for research of Lexington-Fayette Urban County Government minutes and follow-up on same	Riggs, Kendrick	1	\$398.00			\$398.00
06/24/2016 -		Discuss additional needed research regarding intervention with Ms. Loy	Braun, Monica	0.2	\$208.00			\$41.60
06/27/2016 -		Tariff revisions meeting with client.	Crosby, III, W. Duncan	2	\$249.00			\$498.00
06/27/2016 -		Prepare open records request to LFUCG and follow up communications with same	Loy, Molly	0.5	\$165.00			\$82.50
06/27/2016 -		Attention to engagement possible rate of return expert witnesses	Riggs, Kendrick	0.2	\$398.00			\$79.60

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REDACTED AMOUNTS ARE NON-RESPONSIVE

06/28/2016 -	Additional research re intervention, including review of LFUCG minutes, ordinances and resolutions (2010-2012)	Loy, Molly	23	\$165.00	\$379.50
06/28/2016 -	Work re tariff revisions.	Crosby, III, W. Duncan	16	\$249.00	\$398.40
06/28/2016 -	Attend meeting to discuss rate case timetable and potential witnesses	Riggs, Kendrick	1	\$398.00	\$398.00
06/29/2016 -	Conference with potential rate of return cost expert and cost of capital expert	Riggs, Kendrick	0.5	\$398.00	\$199.00
06/29/2016 -	Tension to engagement of possible rate of return expert witnesses	Riggs, Kendrick	1	\$398.00	\$398.00
06/30/2016 -	Conference with possible return on cost of capital expert; prepare memorandum summarizing interviews re same along with materials to client for a valuation	Riggs, Kendrick	2.5	\$398.00	\$995.00
06/30/2016 -	Communication with Mr. Riggs re intervention research	Loy, Molly	0.1	\$165.00	\$16.50
06/24/2016 E105 - Telephone	Telephone Expense [REDACTED]; 27 Mins.	Riggs, Kendrick	1	\$2.80	\$2.80
06/24/2016 E105 - Telephone	Telephone Expense [REDACTED] 0 Mins.	Riggs, Kendrick	1	\$0.10	\$0.10
06/28/2016 E102 - Outside Printing	Outside Duplicating Charges PAYEE: Lexington Fayette Urban County Government; REQUEST#: 265669; DATE: 6/28/2016.		1	\$16.00	\$16.00
06/29/2016 E119 - Experts	Expert Invoice #060231*1647/ Projest #060231/ Dated 6/29/16 - Services rendered by expert consultant John SpanosVENDOR: Gannett Fleming Companies; INVOICE#: 060231*1647; DATE: 6/29/2016	Riggs, Kendrick	1	\$6,177.50	\$6,177.50

**INVOICE**

**Invoice Information**

Firm/Vendor: Stoll Keenon Ogden  
 Office: Payment Address  
 Invoice Number: 839415  
 Date of Invoice: 08/19/2016  
 Billing Period: 07/01/2016 - 07/31/2016  
 Date Posted: 08/19/2016  
 Invoice Description/Comment: 2016 KY Base Rate Case

**Amount Approved**

Approved Total \$25,144.34 *u*  
 Invoice Currency: USD  
 Date Approved: 09/08/2016  
 Final Approver: Dot O'Brien  
 Approved Fees \$23,104.70  
 Approved Expenses \$2,039.64  
 Comments to AP: LEGAL SERVICES

*25,144.34*  
~~*2,005.00*~~ *ⓐ pg 47*  


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*23,139.34 u*

**Accounting Code Allocations**

Project	Task	Type	Org	Amount	Percentage	Comment
125973	KU RC-EL 2016	0321	026900	\$13,326.50	53%	KU
125974	LGERC-GS 2016	0321	026900	\$2,615.01	10.4%	LGE GAS
125975	LGERC-EL 2016	0321	026900	\$9,202.83	36.6%	LGEEL

**Vendor Address & Tax Information in Serengeti Tracker**

Stoll Keenon Ogden  
 Post Office Box 11969  
 Lexington, Kentucky 40509

Tel: 502-333-6000  
 Fax: 502-333-6099

**Remittance Address**

Same as mail address  
 Vendor Tax ID: XXXXXXXXXX  
 VAT ID: --  
 GST ID: --  
 HST ID: --  
 PST ID: --

Sales Tax ID: --  
QST ID: --  
Withholding Tax ID: --

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**Amount Billed**

**Billed Total**     **\$25,144.34**  
Invoice Currency: USD  
**Billed Fees**       **\$23,104.70**  
**Billed Expenses**   **\$2,039.64**

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**Approval History**

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	08/19/2016	\$25,144.34	
Kathy Wilson	Approved	08/23/2016	\$25,144.34	
Allyson Sturgeon	Approved	09/01/2016	\$25,144.34	
Dot O'Brien	Approved	09/07/2016	\$25,144.34	
Kathy Wilson	AP Reviewed	09/08/2016	\$25,144.34	
Kathy Wilson	AP Batch Run	09/08/2016	\$25,144.34	Batch ID: 001000358 (Sent to AP: 09/08/2016 6:50:50 AM)

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**Additional Financial Information**

Oracle Vendor Number:   40033  
Vendor Pay Site:         PY-ACH  
Name of Invoice File in .Zip: Stoll Keenon Ogden - 839415.html  
Comments to Firm:  
AP Route:                 Default AP Route

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**Matter Information**

Matter Name (Short):   Rate Case Kentucky 2016  
Matter ID:               31497  
Lead Company Person:   Sturgeon, Allyson  
Organizational Unit:    LKE > KU and LG&E > Corporate  
Practice Group:         LKE Legal > Regulatory > State  
Law Firm Matter No.:   154097

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>%</u>	<u>Amount</u>
07/01/2016 -		Preparation for a meeting with Ms. Sturgeon and others regarding possible cost of capital expert witnesses	Riggs, Kendrick	1.5	\$398.00					\$597.00
07/05/2016 -		Attention to scheduling interviews with potential return on capital/rate of return on equity expert witnesses	Riggs, Kendrick	0.5	\$398.00					\$199.00
07/06/2016 -		Attention to search for an engagement with possible rate of return/cost of capital expert witness	Riggs, Kendrick	0.9	\$398.00					\$358.20
07/06/2016 -		Conference call re: pole attachment policy	Wuetcher, Gerald	1.4	\$263.00					\$368.20
07/07/2016 -		Attention to possible engagements with rate of return/cost of capital expert witnesses	Riggs, Kendrick	0.8	\$398.00					\$318.40
07/08/2016 -		Work on ROE issues and depreciation issues	Riggs, Kendrick	2.5	\$398.00					\$995.00
07/11/2016 -		Attention to possible cost of capital experts and scheduling interviews of same; attention to depreciation study	Riggs, Kendrick	3	\$398.00					\$1,194.00
07/11/2016 -		Tariff revisions meeting.	Crosby, III, W. Duncan	1.5	\$249.00					\$373.50
07/11/2016 -		Confer with Mr. Riggs re: need for CPCN for possible project in rate case	Wuetcher, Gerald	0.1	\$263.00					\$26.30
07/12/2016 -		Attention to scheduling ROE witness interviews; attention to progress of depreciation study; review ROE materials	Riggs, Kendrick	2.5	\$398.00					\$995.00
07/13/2016 -		Research and prepare memorandum re: CPCN issues for smart meter deployment	Wuetcher, Gerald	5.2	\$263.00					\$1,367.60
07/14/2016 -		Phone conference with Mr. Spanos and client regarding depreciation study; follow-up on same	Riggs, Kendrick	0.7	\$398.00					\$278.60
07/14/2016 -		Research and draft memorandum re: CPCN smart meter deployment	Wuetcher, Gerald	9.2	\$263.00					\$2,419.60
07/15/2016 -		Multiple phone interviews with references regarding hearing room experiences for ROE witness; analysis of CPCN issues	Riggs, Kendrick	5	\$398.00					\$1,990.00
07/15/2016 -		Research and prepare memorandum re: CPCN for smart meter deployment	Wuetcher, Gerald	8	\$263.00					\$2,104.00
07/18/2016 -		Attention to draft depreciation study	Riggs, Kendrick	0.2	\$398.00					\$79.60
07/18/2016 -		Meeting with client re potential tariff revisions.	Crosby, III, W. Duncan	1.8	\$249.00					\$448.20
07/20/2016 -		Preparation for two meetings with cost of capital witnesses for possible engagement	Riggs, Kendrick	5.7	\$398.00					\$2,268.60
07/21/2016 -		Attention to depreciation study issue; attention to ROE expert engagement issues; attention to conference with Mr. Jessee regarding potential investments in transmission facilities	Riggs, Kendrick	0.7	\$398.00					\$278.60
07/22/2016 -		Meeting with client re tariff revisions.	Crosby, III, W. Duncan	2.1	\$249.00					\$522.90
07/22/2016 -		Phone conference with Mr. Spanos regarding depreciation study	Riggs, Kendrick	0.3	\$398.00					\$119.40
07/25/2016 -		Tariff revisions meeting.	Crosby, III, W. Duncan	2	\$249.00					\$498.00
07/25/2016 -		Discuss with Mr. Riggs research regarding issues with forecated test period and begin work on same	Braun, Monica	0.4	\$208.00					\$83.20

REDACTED AMOUNTS ARE NON-RESPONSIVE

07/25/2016 -	Review of Adrien McKenzie testimony at FERC and state agencies	Mandlehr, Joseph	1.2	\$185.00	\$222.00
07/26/2016 -	Research recent decisions regarding forecasted test year issues; review prior research on this issue and draft new memorandum	Braun, Monica	5.3	\$208.00	\$1,102.40
07/26/2016 -	Attention to issue concerning adjustment to forecasted test year to remove impact of environmental surcharge mechanism	Riggs, Kendrick	0.5	\$398.00	\$199.00
07/27/2016 -	Work on litigation hold notice; research for Ms. Sturgeon re residential customers on three-phase service.	Crosby, III, W. Duncan	1	\$249.00	\$249.00
07/27/2016 -	Work on an analysis of adjustment to forecasted test year to remove impact of environmental surcharge mechanism	Riggs, Kendrick	1.5	\$398.00	\$597.00
07/27/2016 -	Conference call/in-house discussion re: possible ECR adjustment for base rate cases	Wuetcher, Gerald	1.1	\$263.00	\$289.30
07/28/2016 -	Preparation for a meeting with client regarding outline testimony of direct case; work on ECR adjustment issues	Riggs, Kendrick	2	\$398.00	\$796.00
07/28/2016 -	Analysis of proposed Local Gas Delivery Service tariff provision for meeting on Friday.	Crosby, III, W. Duncan	0.3	\$249.00	\$74.70
07/29/2016 -	Preparation for an interview with expert regarding cost of capital and return on equity issues	Riggs, Kendrick	2	\$398.00	\$796.00
07/29/2016 -	Research for Ms. Sturgeon re KPSC regulations applicable to residential customers (re three-phase customers); meeting with client re Local Gas Distribution Service.	Crosby, III, W. Duncan	2.7	\$249.00	\$672.30
07/31/2016 -	Work re direct testimony outline.	Crosby, III, W. Duncan	0.9	\$249.00	\$224.10
07/11/2016 E105 - Telephone	Telephone Expense [REDACTED] 6 Mins.	Riggs, Kendrick	1	\$0.60	\$0.60
07/12/2016 E105 - Telephone	Telephone Expense [REDACTED]; 1 Mins.	Riggs, Kendrick	1	\$0.10	\$0.10
07/12/2016 E105 - Telephone	Telephone Expense [REDACTED] 4 Mins.	Riggs, Kendrick	1	\$0.40	\$0.40
07/15/2016 E105 - Telephone	Telephone Expense [REDACTED] 18 Mins.	Riggs, Kendrick	1	\$1.80	\$1.80
07/15/2016 E105 - Telephone	Telephone Expense [REDACTED]; 16 Mins.	Riggs, Kendrick	1	\$1.60	\$1.60
07/15/2016 E105 - Telephone	Telephone Expense [REDACTED]; 15 Mins.	Riggs, Kendrick	1	\$1.50	\$1.50
07/22/2016 E110 - Out-of-town Travel	Lodging, parking and etc. Parking (meeting at LG&E/KU) VENDOR: Crosby, III, W. Duncan; INVOICE#: 072916; DATE: 7/29/2016	Crosby, III, W. Duncan	1	\$6.00	\$6.00
07/26/2016 E106 - Online Research	Lexis Charges	Braun, Monica	1	\$3.84	\$3.84
07/27/2016 E105 - Telephone	Telephone Expense [REDACTED] 3 Mins.	Riggs, Kendrick	1	\$0.30	\$0.30
07/27/2016 E105 - Telephone	Telephone Expense [REDACTED]; 1 Mins.	Riggs, Kendrick	1	\$0.10	\$0.10
07/28/2016 E119 - Experts	Consulting Fee Project #060231 Services rendered by John Spanos VENDOR: Gannett Fleming Companies; INVOICE#: 060231*1769; DATE: 7/28/2016	Riggs, Kendrick	1	\$2,005.00	\$2,005.00
07/29/2016 E106 - Online Research	Lexis Charges	Crosby, III, W. Duncan	1	\$18.40	\$18.40

INVOICE

Invoice Information

Firm/Vendor: Stoll Keenon Ogden
Office: Payment Address
Invoice Number: 841396
Date of Invoice: 09/21/2016
Billing Period: 04/12/2016 - 09/09/2016
Date Posted: 09/21/2016
Invoice Description/Comment: 2016 KY Base Rate Case

Amount Approved

Approved Total \$63,134.80
Invoice Currency: USD
Date Approved: 09/27/2016
Final Approver: Dot O'Brien
Approved Fees \$42,643.00
Approved Expenses \$20,491.80
Comments to AP: LEGAL SERVICES

Handwritten calculation: 63,134.80 - 20,475.00 = 42,659.80

Accounting Code Allocations

Table with 6 columns: Project Task, Type | Org, Amount, Percentage, Comment. Rows include LGE RC-EL LGL EX, LGE RC-GC LGL EX, and KU RC LEGAL EXP.

Vendor Address & Tax Information in Serengeti Tracker

Stoll Keenon Ogden
Post Office Box 11969
Lexington, Kentucky 40509

Tel: 502-333-6000
Fax: 502-333-6099

Remittance Address

Same as mail address

Vendor Tax ID [REDACTED]

VAT ID: -
GST ID: -
HST ID: -
PST ID: -

Sales Tax ID: --  
QST ID: --  
Withholding Tax ID: --

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**Amount Billed**

**Billed Total**      **\$63,134.80**  
Invoice Currency: USD  
Billed Fees        \$42,643.00  
Billed Expenses   \$20,491.80

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**Approval History**

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	09/21/2016	\$63,134.80	
Kathy Wilson	TK Rates Reviewed	09/23/2016		
Kathy Wilson	Approved	09/23/2016	\$63,134.80	
Allyson Sturgeon	Approved	09/26/2016	\$63,134.80	
Dot O'Brien	Approved	09/27/2016	\$63,134.80	
Kathy Wilson	AP Reviewed	09/27/2016	\$63,134.80	
Kathy Wilson	AP Batch Run	09/27/2016	\$63,134.80	Batch ID: 001000361 (Sent to AP: 09/27/2016 11:06:37 AM)

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**Additional Financial Information**

Oracle Vendor Number: 40033  
Vendor Pay Site: PY-ACH  
Name of Invoice File in .Zip: Stoll Keenon Ogden - 841396.html  
Comments to Firm:  
AP Route: Default AP Route

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**Matter Information**

Matter Name (Short): Rate Case Kentucky 2016  
Matter ID: 31497  
Lead Company Person: Sturgeon, Allyson  
Organizational Unit: LKE > KU and LG&E > Corporate  
Practice Group: LKE Legal > Regulatory > State

Law Firm Matter No.: 154097

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 Taxes</u>	<u>TaxType%</u>	<u>Amount</u>
08/01/2016 -		Work on testimony outline.	Crosby, III, W. Duncan	1.2	\$249.00			\$298.80
08/02/2016 -		Prepare memorandum re: ECR adjustment	Wuetcher, Gerald	2.5	\$263.00			\$657.50
08/03/2016 -		Draft memo re ECR adjustment	Wuetcher, Gerald	3.3	\$263.00			\$867.90
08/03/2016 -		Review rate case outline confer with co-counsel re same	Ingram, III, Lindsey	1.2	\$319.00			\$382.80
08/03/2016 -		Work on testimony outline and discuss processes for case with team	Braun, Monica	1.2	\$208.00			\$249.60
08/03/2016 -		Analysis of rate case issues and testimony regarding same	Riggs, Kendrick	1.5	\$398.00			\$597.00
08/04/2016 -		Draft memorandum re: ECR adjustment	Wuetcher, Gerald	8.5	\$263.00			\$2,235.50
08/05/2016 -		Analysis of case issues and outline of direct testimony to Ms. Sturgeon; review and comment on draft transmission investment paper	Riggs, Kendrick	2.5	\$398.00			\$995.00
08/05/2016 -		Revise rate case outline and meet with team regarding same	Braun, Monica	1.3	\$208.00			\$270.40
08/05/2016 -		Draft memorandum re: recovery of base costs through surcharge	Wuetcher, Gerald	5.5	\$263.00			\$1,446.50
08/08/2016 -		Search for ROE expert testimony before regulatory proceedings	Mandlehr, Joseph	0.8	\$185.00			\$148.00
08/08/2016 -		Meeting with client re tariff updates; work re tariff updates.	Crosby, III, W. Duncan	2.9	\$249.00			\$722.10
08/09/2016 -		Began review of ROE expert testimony before MD PSC	Mandlehr, Joseph	1.1	\$185.00			\$203.50
08/09/2016 -		Analysis of proposed tariff changes.	Crosby, III, W. Duncan	0.7	\$249.00			\$174.30
08/10/2016 -		Analysis of proposed LGDS tariff and related memos.	Crosby, III, W. Duncan	1.8	\$249.00			\$448.20
08/11/2016 -		Research gas regulations and statutes regarding a tariff issue	Braun, Monica	4.4	\$208.00			\$915.20
08/11/2016 -		Work on revisions to draft tariff provisions.	Crosby, III, W. Duncan	2.5	\$249.00			\$622.50
08/15/2016 -		Meeting with client re tariff revisions; work on same and preparation for testimony drafting.	Crosby, III, W. Duncan	3.6	\$249.00			\$896.40
08/15/2016 -		Plan testimony responsibilities	Braun, Monica	0.6	\$208.00			\$124.80
08/15/2016 -		Attention to rate case testimony issues; review transcript for ROE and ROR expert	Riggs, Kendrick	2.5	\$398.00			\$995.00
08/16/2016 -		Phone conference with Client regarding ECR adjustment	Riggs, Kendrick	1	\$398.00			\$398.00
08/16/2016 -		Conference call re: ECR adjustment	Wuetcher, Gerald	0.8	\$263.00			\$210.40
08/16/2016 -		Work re proposed tariff revisions and testimony and application drafting.	Crosby, III, W. Duncan	1.2	\$249.00			\$298.80
08/16/2016 -		Review of LGE/KU gas cost adjustment and comparison to regulatory requirements and adjustment clauses of other gas utilities	Mandlehr, Joseph	1.6	\$185.00			\$296.00
08/17/2016 -		Review prior Thompson testimony to prepare for drafting 2016 testimony	Parsons, Matt	1.2	\$212.00			\$254.40
08/17/2016 -		Attention to evaluation of rate of return expert witnesses and meeting with client regarding same; follow-up on same	Riggs, Kendrick	1.9	\$398.00			\$756.20

08/18/2016 -	Analysis of rate case responsibilities	Wuetcher, Gerald	0.5	\$263.00	\$131.50
08/18/2016 -	Work re e-discovery in upcoming rate cases.	Crosby, III, W. Duncan	0.1	\$249.00	\$24.90
08/21/2016 -	Prepare proposed tariff re: attachments to structures	Wuetcher, Gerald	3	\$263.00	\$789.00
08/22/2016 -	Prepare proposed tariff re: attachments to utility structures	Wuetcher, Gerald	6.3	\$263.00	\$1,656.90
08/22/2016 -	Phone conference with rate of return expert witness	Riggs, Kendrick	0.5	\$398.00	\$199.00
08/22/2016 -	Meeting with client re draft tariff changes; work re proposed tariff changes; communications with client re same.	Crosby, III, W. Duncan	2.1	\$249.00	\$522.90
08/23/2016 -	Confer with Mr. Riggs re testimony preparation; notes re same	Ingram, III, Lindsey	1	\$319.00	\$319.00
08/23/2016 -	Meeting with Mr. Riggs re: preparation for rate case application	Wuetcher, Gerald	0.8	\$263.00	\$210.40
08/23/2016 -	Prepare proposed tariff re: attachments to utility structures	Wuetcher, Gerald	6	\$263.00	\$1,578.00
08/23/2016 -	Discuss testimony drafting responsibilities with Mr. Riggs; compile prior memos regarding incentive compensation	Braun, Monica	0.3	\$208.00	\$62.40
08/23/2016 -	Work on testimony issues	Riggs, Kendrick	2.7	\$398.00	\$1,074.60
08/24/2016 -	Work on rate case work plan	Braun, Monica	1.4	\$208.00	\$291.20
08/24/2016 -	Prepare proposed tariff re: attachments to utility structures	Wuetcher, Gerald	5	\$263.00	\$1,315.00
08/24/2016 -	Attention to issues regarding preparation of direct testimony	Riggs, Kendrick	2	\$398.00	\$796.00
08/24/2016 -	Review of changes to CATV tariff; inclusion of contract terms; issue of existing pole attachment agreements	Mandlehr, Joseph	0.7	\$185.00	\$129.50
08/25/2016 -	Prepare proposed tariff re: attachments to utility structures	Wuetcher, Gerald	1.8	\$263.00	\$473.40
08/26/2016 -	Attention to engagement ROE expert; attention to testimony drafting issues	Riggs, Kendrick	0.8	\$398.00	\$318.40
08/26/2016 -	Review prior testimony to prepare for testimony meeting	Parsons, Matt	0.5	\$212.00	\$106.00
08/26/2016 -	Updated ROE chart with all recently approved and pending ROE requests in Kentucky	Mandlehr, Joseph	2.1	\$185.00	\$388.50
08/26/2016 -	Research filing deficiencies in future test year rate cases	Wimberly, Mary Ellen	1.3	\$176.00	\$228.80
08/26/2016 -	Work re proposed tariff changes.	Crosby, III, W. Duncan	0.4	\$249.00	\$99.60
08/29/2016 -	Research filing deficiencies in future test year rate cases	Wimberly, Mary Ellen	3	\$176.00	\$528.00
08/29/2016 -	Attention to testimony issues	Riggs, Kendrick	4	\$398.00	\$1,592.00
08/29/2016 -	Meeting with client re proposed tariff changes.	Crosby, III, W. Duncan	1.1	\$249.00	\$273.90
08/29/2016 -	Prepare for, travel to, and attend Thompson testimony meeting	Ingram, III, Lindsey	6.5	\$319.00	\$2,073.50
08/29/2016 -	Preparation for operational testimony, including planning meeting re: same	Parsons, Matt	3.6	\$212.00	\$763.20
08/29/2016 -	Updated and distributed ROE chart	Mandlehr, Joseph	1.1	\$185.00	\$203.50
08/29/2016 -	Prepare outline of proposed testimony and draft basic application documents	Wuetcher, Gerald	4.5	\$263.00	\$1,183.50
08/30/2016 -	Work on preparation for drafting operations testimony	Parsons, Matt	3.4	\$212.00	\$720.80
08/30/2016 -	Revise notes re Thompson testimony meeting; call with co-counsel re same; review materials for testimony; obtain and review pending case documents; review and edit ROE analysis	Ingram, III, Lindsey	3.2	\$319.00	\$1,020.80

REDACTED AMOUNTS ARE NON-RESPONSIVE

08/30/2016 -	Work on direct testimony issues	Riggs, Kendrick	1.9	\$398.00	\$756.20
08/30/2016 -	Research filing deficiencies in future test year rate cases and update filing deficiencies table; research and respond to Mr. Wuetcher's email re filing deficiencies in historic test year rate cases	Wimberly, Mary Ellen	1.9	\$176.00	\$334.40
08/30/2016 -	Meeting with client re Garrett testimony; preparation for same.	Crosby, III, W. Duncan	2.3	\$249.00	\$572.70
08/30/2016 -	Meet with client re: preparation of witness testimony	Wuetcher, Gerald	1	\$263.00	\$263.00
08/31/2016 -	Preparation for and attend meeting re Mr. Arbough's testimony; prepare for and attend meeting concerning Mr. Conroy's testimony; meet with potential consulting experts; work on outline of direct testimony	Riggs, Kendrick	7.5	\$398.00	\$2,985.00
08/31/2016 -	Analysis of employee incentive compensation plan table to update; research PSC treatment of employee incentive compensation plans	Wimberly, Mary Ellen	2.6	\$176.00	\$457.60
08/31/2016 -	Prepare for and attend Arbough testimony kickoff meeting; review documents forwarded by Ms. Veeneman	Braun, Monica	2.3	\$208.00	\$478.40
08/31/2016 -	Researched proposed AMS deployment; reviewed pending Duke proceedings and all PSC proceedings cited therein; summary of Duke and cited proceedings	Mandlehr, Joseph	5.1	\$185.00	\$943.50
08/31/2016 -	Confer co-counsel re rate case issues; review PSC precedent and pending cases for same; work on Thompson testimony issues	Ingram, III, Lindsey	2.2	\$319.00	\$701.80
08/31/2016 -	Communicate with client re: documents needed for operational testimony	Parsons, Matt	0.3	\$212.00	\$63.60
08/31/2016 -	Meeting re Conroy testimony; preparation for same.	Crosby, III, W. Duncan	2.2	\$249.00	\$547.80
04/12/2016 E119 - Experts	Expert Expert consulting services re Electric, Gas and Common Plant of LG&E/KU re Rate-Adjustment Application dated 04/12/16 VENDOR: Gannett Fleming Companies; INVOICE#: 1474; DATE: 8/1/2016	Riggs, Kendrick	1	\$7,072.50	\$7,072.50
08/22/2016 E110 - Out-of-town Travel	Lodging, parking and etc. Parking for meeting at LG&E/KU on 08/22/16 VENDOR: Crosby, III, W. Duncan; INVOICE#: 082616; DATE: 8/26/2016	Crosby, III, W. Duncan	1	\$9.00	\$9.00
08/22/2016 E105 - Telephone	Telephone Expense [REDACTED]; 18 Mins.	Riggs, Kendrick	1	\$1.80	\$1.80
08/29/2016 E101 - Copying	Duplicating Charges		75	\$0.08	\$6.00
09/09/2016 E119 - Experts	Expert Project #060231 Services rendered by John Spanos for expert consulting services VENDOR: Gannett Fleming Companies; INVOICE#: 060231*1860; DATE: 9/9/2016	Riggs, Kendrick	1	\$13,402.50	\$13,402.50

2(A) = 20,475.00

INVOICE

Invoice Information

Firm/Vendor: Stoll Keenon Ogden
Office: Payment Address
Invoice Number: 842978
Date of Invoice: 10/20/2016
Billing Period: 07/29/2016 - 09/30/2016
Date Posted: 10/20/2016
Invoice Description/Comment: 2016 KY Base Rate Case

Amount Approved

Approved Total \$163,364.83
Invoice Currency: USD
Date Approved: 10/25/2016
Final Approver: Dot O'Brien
Approved Fees \$161,612.70
Approved Expenses \$1,752.13
Comments to AP: LEGAL SERVICES

Handwritten calculations: 163,364.83, 1,169.14, 162,195.69

Accounting Code Allocations

Table with columns: Project Task, Type | Org, Amount, Percentage, Comment. Rows include LGE RC-EL LGLE X, LGE RC-GC LGLE X, and KU RC LEGAL EXP.

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

VAT ID: -

GST ID: -

HST ID: -

PST ID: -

Sales Tax ID: --  
QST ID: --  
Withholding Tax ID: --

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**Amount Billed**

**Billed Total**      **\$163,364.83**  
Invoice Currency: USD  
Billed Fees        \$161,612.70  
Billed Expenses   \$1,752.13

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**Approval History**

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Amy Smith	Posted	10/20/2016	\$163,364.83	
Kathy Wilson	Approved	10/21/2016	\$163,364.83	
Allyson Sturgeon	Approved	10/24/2016	\$163,364.83	
Dot O'Brien	Approved	10/25/2016	\$163,364.83	
Kathy Wilson	AP Reviewed	10/25/2016	\$163,364.83	
Kathy Wilson	AP Batch Run	10/25/2016	\$163,364.83	Batch ID: 001000368 (Sent to AP: 10/25/2016 8:09:37 AM)

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**Additional Financial Information**

Oracle Vendor Number: 40033  
Vendor Pay Site: PY-ACH  
Name of Invoice File in .Zip: Stoll Keenon Ogden - 842978.html  
Comments to Firm:  
AP Route: Default AP Route

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**Matter Information**

Matter Name (Short): Rate Case Kentucky 2016  
Matter ID: 31497  
Lead Company Person: Sturgeon, Allyson  
Organizational Unit: LKE > KU and LG&E > Corporate  
Practice Group: LKE Legal > Regulatory > State  
Law Firm Matter No.: 154097

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 Taxes</u>	<u>TaxType%</u>	<u>Amount</u>
09/01/2016 -		Meeting with client re Sinclair testimony; preparation for same.	Crosby, III, W. Duncan	2	\$249.00			\$498.00
09/01/2016 -		Research PSC treatment of employee incentive plans and add recent cases to table; search for PSC orders requiring charitable contribution	Wimberly, Mary Ellen	5.2	\$176.00			\$915.20
09/01/2016 -		Review documents from Ms. Veeneman for Arbough testimony	Braun, Monica	0.3	\$208.00			\$62.40
09/01/2016 -		Meeting regarding Mr. Sinclair's testimony; prepare outline of direct testimony and meeting with Ms. Sturgeon and others regarding same; revise and send same to client; work on engagement with consulting experts	Riggs, Kendrick	6.2	\$398.00			\$2,467.60
09/02/2016 -		Prepare for and attend call with co-counsel re status and strategy; correspondence re same	Ingram, III, Lindsey	1.8	\$319.00			\$574.20
09/02/2016 -		Research for KPSC orders regarding contributions to low-income energy assistance programs; edit and update table of employee compensation plans; draft email detailing KPSC orders requiring shareholder contributions	Wimberly, Mary Ellen	6.1	\$176.00			\$1,073.60
09/02/2016 -		Attention to direct testimony issues	Riggs, Kendrick	6.4	\$398.00			\$2,547.20
09/02/2016 -		Preparation for testimony drafting.	Crosby, III, W. Duncan	1	\$249.00			\$249.00
09/02/2016 -		Communications re: Thompson testimony	Parsons, Matt	0.3	\$212.00			\$63.60
09/02/2016 -		Conference with client re: Blake Testimony	Wuetcher, Gerald	1.7	\$263.00			\$447.10
09/04/2016 -		Work on Arbough and Thompson testimony	Braun, Monica	1.1	\$208.00			\$228.80
09/04/2016 -		Drafting of Thompson testimony	Parsons, Matt	4.6	\$212.00			\$975.20
09/05/2016 -		Drafting of Thompson testimony	Parsons, Matt	4.8	\$212.00			\$1,017.60
09/06/2016 -		Work on residential customer issues research for tariff revisions.	Crosby, III, W. Duncan	1.6	\$249.00			\$398.40
09/06/2016 -		Review documents for work on draft testimony; efforts re ROE testimony	Ingram, III, Lindsey	2.2	\$319.00			\$701.80
09/06/2016 -		Work on drafting Thompson testimony	Parsons, Matt	2.5	\$212.00			\$530.00
09/06/2016 -		Reviewed statutes, regulations, and Commission orders regarding the definition of a residential customer; reviewed Companies' tariffs regarding definition of a residential customer and drafted email regarding issues with residential customers taking service under Rate GS; continued researching smart-meter deployment in the US.	Mandlehr, Joseph	7.1	\$185.00			\$1,313.50
09/06/2016 -		Work on testimony	Braun, Monica	6.3	\$208.00			\$1,310.40
09/06/2016 -		Attention to drafting direct testimony issues	Riggs, Kendrick	4.2	\$398.00			\$1,671.60
09/07/2016 -		Attention to direct testimony issues issues	Riggs, Kendrick	6.2	\$398.00			\$2,467.60
09/07/2016 -		Work on edits to Company rate case papers; confer co-counsel re same; review and circulate research to be updated re filing requirements.	Ingram, III, Lindsey	5.5	\$319.00			\$1,754.50
09/07/2016 -		Review PSC orders and draft email to Ms. Sturgeon re gas marketers' intervention efforts in Columbia rate case	Watt, Robert	1	\$398.00			\$398.00

09/07/2016 -	Confer with Mr. Riggs re: drafting Garrett testimony.	Wuetcher, Gerald	0.5	\$263.00	\$131.50
09/07/2016 -	Work on analysis for Ms. Sturgeon re residential customers billed under Rate GS.	Crosby, III, W. Duncan	3.5	\$249.00	\$871.50
09/07/2016 -	Work on testimony	Braun, Monica	6.3	\$208.00	\$1,310.40
09/08/2016 -	Gather and review foundation documents for Thompson testimony	Parsons, Matt	0.7	\$212.00	\$148.40
09/08/2016 -	Research confidential protection orders; draft confidential protection orders; further research and response of shareholder contributions to energy assistance programs; research KPSC treatment of discovery of preliminary drafts.	Wimberly, Mary Ellen	5.4	\$176.00	\$950.40
09/08/2016 -	Work on testimony	Braun, Monica	6.2	\$208.00	\$1,289.60
09/08/2016 -	Drafting testimony.	Crosby, III, W. Duncan	4.7	\$249.00	\$1,170.30
09/08/2016 -	Research on rate filings/employee compensation.	Wuetcher, Gerald	1	\$263.00	\$263.00
09/08/2016 -	Prepare written testimony	Wuetcher, Gerald	2	\$263.00	\$526.00
09/08/2016 -	Continue work on rate case papers and edit same; work on testimony	Ingram, III, Lindsey	2.5	\$319.00	\$797.50
09/08/2016 -	Work on testimony	Riggs, Kendrick	6.2	\$398.00	\$2,467.60
09/09/2016 -	Draft of testimony.	Crosby, III, W. Duncan	4.2	\$249.00	\$1,045.80
09/09/2016 -	Continue work and review rate case papers; review testimony materials	Ingram, III, Lindsey	4.3	\$319.00	\$1,371.70
09/09/2016 -	Interview LG&E employee (testimony preparation); conference call to discuss pole attachment tariff; prepare written testimony	Wuetcher, Gerald	2.9	\$263.00	\$762.70
09/09/2016 -	Follow-up research regarding smart meters (began reviewing LGE-KU statements regarding smart-meter investment and type of analysis required to justify such investments).	Mandlehr, Joseph	3.2	\$185.00	\$592.00
09/09/2016 -	Research KPSC orders that consider discovery of preliminary drafts of documents; draft memo discussing the issue of discover of preliminary drafts; work on analogous issues.	Wimberly, Mary Ellen	6.7	\$176.00	\$1,179.20
09/09/2016 -	Work on testimony	Braun, Monica	6.2	\$208.00	\$1,289.60
09/09/2016 -	Attention to direct testimony issues	Riggs, Kendrick	6.4	\$398.00	\$2,547.20
09/10/2016 -	Continue work on direct testimony issues	Ingram, III, Lindsey	3.5	\$319.00	\$1,116.50
09/10/2016 -	Work on testimony; review CTAC tariff	Braun, Monica	2.4	\$208.00	\$499.20
09/11/2016 -	Attention to emails regarding status of testimony and need for information to draft same	Riggs, Kendrick	0.2	\$398.00	\$79.60
09/11/2016 -	Work on testimony	Braun, Monica	1.2	\$208.00	\$249.60
09/11/2016 -	Prepare witness testimony	Wuetcher, Gerald	2	\$263.00	\$526.00
09/11/2016 -	Prepare testimony/review proposed CATV tariff	Wuetcher, Gerald	5	\$263.00	\$1,315.00
09/12/2016 -	Draft witness testimony	Wuetcher, Gerald	5.3	\$263.00	\$1,393.90
09/12/2016 -	Analysis of regulatory issues and work on testimony	Riggs, Kendrick	7.3	\$398.00	\$2,905.40
09/12/2016 -	Review LG&E's comments on proposed pole attachment tariff	Wuetcher, Gerald	1.3	\$263.00	\$341.90
09/12/2016 -	Work on drafting Thompson testimony	Parsons, Matt	2.8	\$212.00	\$593.60

09/12/2016 -	Continue work on testimony; review documents for same; work on research memos re filing requirements and confer with co-counsel re same	Ingram, III, Lindsey	5.2	\$319.00	\$1,658.80
09/12/2016 -	Work on testimony; prepare for tariff meeting	Braun, Monica	5.3	\$208.00	\$1,102.40
09/12/2016 -	Draft of testimony; work on memo re smart-meter timeline.	Crosby, III, W. Duncan	5	\$249.00	\$1,245.00
09/12/2016 -	Drafted memo and timeline regarding smart-meter investments and type of analysis required to justify such investment; continued update of memo.	Mandlehr, Joseph	3.7	\$185.00	\$684.50
09/13/2016 -	Participate in conference call re: proposed pole attachment tariff	Wuetcher, Gerald	1.5	\$263.00	\$394.50
09/13/2016 -	Travel to/from Louisville to attend tariff review meeting; work on testimony	Braun, Monica	7.8	\$208.00	\$1,622.40
09/13/2016 -	Draft of testimony.	Crosby, III, W. Duncan	0.6	\$249.00	\$149.40
09/13/2016 -	Prepare witness testimony	Wuetcher, Gerald	2	\$263.00	\$526.00
09/13/2016 -	Work on testimony issues	Riggs, Kendrick	5.5	\$398.00	\$2,189.00
09/13/2016 -	Drafting of Thompson testimony	Parsons, Matt	4.6	\$212.00	\$975.20
09/13/2016 -	Research and draft petition for confidential protection	Wimberly, Mary Ellen	4.7	\$176.00	\$827.20
09/13/2016 -	Continue work on and edit research memos; confer co-counsel re same; continue work on testimony and confer client re same; review documents for testimony	Ingram, III, Lindsey	3.5	\$319.00	\$1,116.50
09/14/2016 -	Drafting of Thompson testimony	Parsons, Matt	6.8	\$212.00	\$1,441.60
09/14/2016 -	Continue work on testimony and review of materials for same	Ingram, III, Lindsey	5.2	\$319.00	\$1,658.80
09/14/2016 -	Work on draft testimony.	Crosby, III, W. Duncan	9.2	\$249.00	\$2,290.80
09/14/2016 -	Work on testimony and tariffs.	Braun, Monica	7.3	\$208.00	\$1,518.40
09/14/2016 -	Prepare witness testimony	Wuetcher, Gerald	8.5	\$263.00	\$2,235.50
09/14/2016 -	Work on direct testimony	Riggs, Kendrick	2	\$398.00	\$796.00
09/14/2016 -	Search for citation on LG&E and KU FERC borrowing authority	Wimberly, Mary Ellen	0.6	\$176.00	\$105.60
09/15/2016 -	Research pole attachment charges	Wimberly, Mary Ellen	4.2	\$176.00	\$739.20
09/15/2016 -	Prepare written witness testimony	Wuetcher, Gerald	6	\$263.00	\$1,578.00
09/15/2016 -	Continue work on testimony and review of documents for same	Ingram, III, Lindsey	9.5	\$319.00	\$3,030.50
09/15/2016 -	Review and edit testimony	Riggs, Kendrick	10	\$398.00	\$3,980.00
09/15/2016 -	Work on testimony and tariffs	Braun, Monica	7.4	\$208.00	\$1,539.20
09/15/2016 -	Draft of testimony.	Crosby, III, W. Duncan	6.6	\$249.00	\$1,643.40
09/15/2016 -	Work on Thompson testimony	Parsons, Matt	4	\$212.00	\$848.00
09/15/2016 -	Research re: costs and benefits of smart-meter deployments in KY and subsequent regulatory-asset treatment for cost of undepreciated meters replaced by smart meters.	Mandlehr, Joseph	4.7	\$185.00	\$869.50
09/16/2016 -	Research pole attachment charges	Wimberly, Mary Ellen	5.5	\$176.00	\$968.00
09/16/2016 -	Examine and edit Bellar testimony	Watt, Robert	0.5	\$398.00	\$199.00
09/16/2016 -	Work on revisions to first draft Thompson testimony	Parsons, Matt	3.5	\$212.00	\$742.00

150.9

09/16/2016 -	Work on testimony; discuss uploading and status with team; discuss tariff provisions	Braun, Monica	5.2	\$208.00	\$1,081.60
09/16/2016 -	Work on testimony.	Crosby, III, W. Duncan	5.5	\$249.00	\$1,369.50
09/16/2016 -	Work on draft testimony	Riggs, Kendrick	8	\$398.00	\$3,184.00
09/16/2016 -	Research re Commission's and S. Ct.'s criticism of cost of reproduction; research re: costs and benefits of smart-meter deployments in KY and subsequent regulatory-asset treatment for cost of undepreciated meters replaced by smart meters.	Mandlehr, Joseph	5.1	\$185.00	\$943.50
09/16/2016 -	Prepare witness testimony/review proposed CATV tariff	Wuetcher, Gerald	6	\$263.00	\$1,578.00
09/16/2016 -	Continue work on testimony drafts; confer co-counsel re same; review documents for same; consider rate case issues	Ingram, III, Lindsey	5.5	\$319.00	\$1,754.50
09/18/2016 -	Work on tariff revisions	Braun, Monica	3.3	\$208.00	\$686.40
09/18/2016 -	Attention to status of testimony and drafting issues	Riggs, Kendrick	0.7	\$398.00	\$278.60
09/19/2016 -	Research on prior CATV orders/review of pole attachment tariff	Wuetcher, Gerald	2	\$263.00	\$526.00
09/19/2016 -	Work on tariff issues	Braun, Monica	3.2	\$208.00	\$665.60
09/19/2016 -	Analysis of regulatory issues associated with direct testimony	Riggs, Kendrick	0.8	\$398.00	\$318.40
09/20/2016 -	Review revised work plan and participate in planning call; planning for electronic discovery	Parsons, Matt	1.3	\$212.00	\$275.60
09/20/2016 -	Review/revise pole attachment tariff	Wuetcher, Gerald	5.5	\$263.00	\$1,446.50
09/20/2016 -	Work on tariffs; research regarding wireless attachments; review prior tariff language; discuss new work plan with team	Braun, Monica	5.3	\$208.00	\$1,102.40
09/20/2016 -	Legal research re CATV issues.	Wimberly, Mary Ellen	3.6	\$176.00	\$633.60
09/20/2016 -	Review schedule for case; prepare for call with co-counsel re status and strategy; attend call	Ingram, III, Lindsey	0.5	\$319.00	\$159.50
09/20/2016 -	Conference call re: rate case preparation	Wuetcher, Gerald	0.5	\$263.00	\$131.50
09/20/2016 -	Work on direct testimony	Riggs, Kendrick	4.3	\$398.00	\$1,711.40
09/20/2016 -	Work re testimony and application.	Crosby, III, W. Duncan	1.6	\$249.00	\$398.40
09/21/2016 -	Research need for CPCN for gas line replacement program and draft memo	Wimberly, Mary Ellen	4.9	\$176.00	\$862.40
09/21/2016 -	Research issues regarding meters for testimony	Braun, Monica	1.3	\$208.00	\$270.40
09/21/2016 -	Work on testimony revisions.	Crosby, III, W. Duncan	4.7	\$249.00	\$1,170.30
09/21/2016 -	Planning for e-discovery efforts	Parsons, Matt	0.6	\$212.00	\$127.20
09/21/2016 -	Review testimony in SharePoint; correspond client re same; review edits to testimony	Ingram, III, Lindsey	1.5	\$319.00	\$478.50
09/21/2016 -	Work on correct testimony issues direct testimony issues	Riggs, Kendrick	3.8	\$398.00	\$1,512.40
09/22/2016 -	Work on testimony.	Crosby, III, W. Duncan	1.7	\$249.00	\$423.30
09/22/2016 -	Attention to direct testimony issues; prepare for and attend meeting on rate case compensation issues	Riggs, Kendrick	6	\$398.00	\$2,388.00

92.4

09/22/2016 -	Research need for CPCN for gas line replacement program and draft memo	Wimberly, Mary Ellen	7	\$176.00	\$1,232.00
09/22/2016 -	Work on planning for electronic discovery	Parsons, Matt	02	\$212.00	\$42.40
09/23/2016 -	Conference call with State Regulatory	Wuetcher, Gerald	09	\$263.00	\$236.70
09/23/2016 -	Work on testimony revisions.	Crosby, III, W. Duncan	41	\$249.00	\$1,020.90
09/23/2016 -	Research need for CPCN for gas line replacement program and draft memo	Wimberly, Mary Ellen	9.5	\$176.00	\$1,672.00
09/23/2016 -	Review documents from client for testimony; work on consultant issues; confer Mr. Riggs re same; work on testimony issues	Ingram, III, Lindsey	1.5	\$319.00	\$478.50
09/23/2016 -	Call re: testimony alerts and planning for testimony revisions; review of project papers	Parsons, Matt	09	\$212.00	\$190.80
09/23/2016 -	Work on correct testimony issues direct testimony issues	Riggs, Kendrick	6	\$398.00	\$2,388.00
09/23/2016 -	Work on SharePoint issues and testimony	Braun, Monica	1.4	\$208.00	\$291.20
09/24/2016 -	Organize and review source documents for Thompson testimony	Parsons, Matt	1.5	\$212.00	\$318.00
09/25/2016 -	Draft and edit memo regarding the need for CPCN for gas line replacement program.	Wimberly, Mary Ellen	3.8	\$176.00	\$668.80
09/25/2016 -	Attention to testimony issues	Riggs, Kendrick	0.6	\$398.00	\$238.80
09/26/2016 -	Attend status call; work on various testimony issues and confer co-counsel re same	Ingram, III, Lindsey	21	\$319.00	\$669.90
09/26/2016 -	Work on testimony and tariffs; travel to/from Louisville.	Braun, Monica	8.2	\$208.00	\$1,705.60
09/26/2016 -	Work on review of client edits to Thompson testimony	Parsons, Matt	0.3	\$212.00	\$63.60
09/26/2016 -	Review revisions to proposed pole attachment tariff/conference with LG&E regarding changes	Wuetcher, Gerald	6	\$263.00	\$1,578.00
09/26/2016 -	Edit memo regarding the need for CPCN for gas line replacement program; analysis on Application; draft Notice of Use of Electronic Filing; draft Statutory Notice; draft Application.	Wimberly, Mary Ellen	7.1	\$176.00	\$1,249.60
09/26/2016 -	Work on rate case testimony; attend meeting to review pole attachment tariff and attention to associated issues	Riggs, Kendrick	6.3	\$398.00	\$2,507.40
09/26/2016 -	Meeting with client re testimony revisions; work on memo re possible need for CPCN for gas-line replacements.	Crosby, III, W. Duncan	5.5	\$249.00	\$1,369.50
09/27/2016 -	Examine and edit Bellar testimony; conference call re same	Watt, Robert	2.5	\$398.00	\$995.00
09/27/2016 -	Revise written testimony	Wuetcher, Gerald	3	\$263.00	\$789.00
09/27/2016 -	Work on review of testimony and transmission paper	Parsons, Matt	1.1	\$212.00	\$233.20
09/27/2016 -	Prepare for testimony meeting; travel to same; confer co-counsel re same; review documents for Bellar testimony; work on consultant issues	Ingram, III, Lindsey	6.2	\$319.00	\$1,977.80
09/27/2016 -	Meetings with client re testimony; work on memo re possible CPCN for service line replacements; work re testimony revisions.	Crosby, III, W. Duncan	6.8	\$249.00	\$1,693.20
09/27/2016 -	Meeting to discuss Malloy testimony; meeting to discuss AMS analysis; work on direct testimony issues	Riggs, Kendrick	4.5	\$398.00	\$1,791.00

09/28/2016 -	Prepare for and attend testimony meeting; work on testimony and review documents for same; consider strategy issues and confer co-counsel re same	Ingram, III, Lindsey	3.5	\$319.00	\$1,116.50
09/28/2016 -	Draft addition to CPCN memo regarding need for a CPCN for Pipeline Modernization Program and Bullitt County Line; draft CPCN for smart meter program; read Spanos draft testimony; conference call to analyze rate case issues; edit Memo regarding the need for CPCN for pipeline replacement programs and Bullitt County Line	Wimberly, Mary Ellen	9.5	\$176.00	\$1,672.00
09/28/2016 -	Phone conference with Mr. Spanos regarding depreciation issues; meeting with Mr. Garrett regarding testimony issues; meeting with client regarding Mr. Thompson's testimony	Riggs, Kendrick	6	\$398.00	\$2,388.00
09/28/2016 -	Work on testimony and attend meetings regarding same	Braun, Monica	2.6	\$208.00	\$540.80
09/28/2016 -	Work on memo re possible CPCNs for various gas projects; work re testimony revisions.	Crosby, III, W. Duncan	5.5	\$249.00	\$1,369.50
09/28/2016 -	Travel to/from Louisville for Thompson testimony review; call with rate case team re: testimony status; communications with client re: documents from Thompson testimony meeting	Parsons, Matt	6.1	\$212.00	\$1,293.20
09/28/2016 -	Work on testimony	Wuetcher, Gerald	6.2	\$263.00	\$1,630.60
09/29/2016 -	Prepare for and attend Arbough testimony review meeting; work on issues related to CPCNs	Braun, Monica	7.1	\$208.00	\$1,476.80
09/29/2016 -	Revise proposed tariff on pole attachments	Wuetcher, Gerald	8	\$263.00	\$2,104.00
09/29/2016 -	Review of transmission and distribution papers; work on e-discovery planning	Parsons, Matt	1.9	\$212.00	\$402.80
09/29/2016 -	Attention attention to testimony issues	Riggs, Kendrick	0.5	\$398.00	\$199.00
09/29/2016 -	Work on testimony issues; work on consultant issues and confer consultant re same; work on CPCN issues	Ingram, III, Lindsey	2.7	\$319.00	\$861.30
09/29/2016 -	Read Spanos draft testimony; final edit of CPCN memo and compile PDFs of previous memos to send to client	Wimberly, Mary Ellen	1.4	\$176.00	\$246.40
09/29/2016 -	Work on memo re possible CPCNs for gas projects; work on testimony revisions.	Crosby, III, W. Duncan	5.5	\$249.00	\$1,369.50
09/30/2016 -	Revise pole attachment tariff, witness testimony, application and basic documents	Wuetcher, Gerald	8	\$263.00	\$2,104.00
09/30/2016 -	Work on CATV tariff revisions; review documents related to CPCN issues	Braun, Monica	5.6	\$208.00	\$1,164.80
09/30/2016 -	Planning for e-discovery; review of transmission paper	Parsons, Matt	4.2	\$212.00	\$890.40
09/30/2016 -	Meeting with client re testimony revisions; work re testimony revisions.	Crosby, III, W. Duncan	4.5	\$249.00	\$1,120.50
09/30/2016 -	Attention to testimony issues	Riggs, Kendrick	0.5	\$398.00	\$199.00
09/30/2016 -	Work on various testimony issues and review of documents for same	Ingram, III, Lindsey	1.6	\$319.00	\$510.40
07/29/2016 E123 - Other Professionals	Professional Service Travel expenses for Kurt Strunk on 07/28/16 and 07/29/16 VENDOR: National Economic Research Associates, I; INVOICE#: MR2446; DATE: 9/16/2016	Riggs, Kendrick	1	\$1,169.14	\$1,169.14

Attachment 2 to Response PSC 1 Question No. 60(a)

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Garrett

90.9  
Total 613.2

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REDACTED AMOUNTS ARE NON-RESPONSIVE

08/24/2016	E105 - Telephone	Conference Call Expense	Riggs, Kendrick	1	\$19.00	\$19.00
09/01/2016	E110 - Out-of-town Travel	Lodging, parking and etc. Parking for meeting at LG&E/KU on 09/01/16 VENDOR: Riggs, Kendrick R; INVOICE#: 09/09/16; DATE: 9/9/2016	Riggs, Kendrick	1	\$14.00	\$14.00
09/02/2016	E110 - Out-of-town Travel	Lodging, parking and etc. Parking for meeting at LG&E/KU on 09/02/16 VENDOR: Riggs, Kendrick R; INVOICE#: 09/09/16; DATE: 9/9/2016	Riggs, Kendrick	1	\$9.00	\$9.00
09/02/2016	E105 - Telephone	Telephone Expense [REDACTED]; 9 Mins.	Ingram, III, Lindsey	1	\$0.90	\$0.90
09/02/2016	E105 - Telephone	Telephone Expense [REDACTED]; 39 Mins.	Riggs, Kendrick	1	\$3.90	\$3.90
09/02/2016	E110 - Out-of-town Travel	Lodging, parking and etc. parking 8/29 VENDOR: Ingram,III Lindsey W; INVOICE#: 90216; DATE: 9/2/2016	Ingram, III, Lindsey	1	\$12.00	\$12.00
09/02/2016	E110 - Out-of-town Travel	Long distance transportation, mileage louisville 8/29 VENDOR: Ingram,III Lindsey W; INVOICE#: 90216; DATE: 9/2/2016	Ingram, III, Lindsey	1	\$83.76	\$83.76
09/06/2016	E106 - Online Research	Lexis Charges	Fim, SKO	1	\$14.70	\$14.70
09/06/2016	E106 - Online Research	Lexis Charges	Mandlehr, Joseph	1	\$7.36	\$7.36
09/06/2016	E106 - Online Research	Lexis Charges	Fim, SKO	1	\$4.38	\$4.38
09/06/2016	E106 - Online Research	Lexis Charges	Mandlehr, Joseph	1	\$0.28	\$0.28
09/07/2016	E101 - Copying	Duplicating Charges		83	\$0.08	\$6.64
09/07/2016	E101 - Copying	Duplicating Charges		83	\$0.08	\$6.64
09/09/2016	E101 - Copying	Duplicating Charges		43	\$0.08	\$3.44
09/09/2016	E101 - Copying	Duplicating Charges		42	\$0.08	\$3.36
09/12/2016	E106 - Online Research	Lexis Charges	Fim, SKO	1	\$3.23	\$3.23
09/12/2016	E106 - Online Research	Lexis Charges	Fim, SKO	1	\$0.33	\$0.33
09/15/2016	E106 - Online Research	Lexis Charges	Fim, SKO	1	\$1.40	\$1.40
09/15/2016	E106 - Online Research	Lexis Charges	Fim, SKO	1	\$3.45	\$3.45
09/15/2016	E101 - Copying	Duplicating Charges		62	\$0.08	\$4.96
09/15/2016	E101 - Copying	Duplicating Charges		56	\$0.08	\$4.48
09/16/2016	E106 - Online Research	Lexis Charges	Fim, SKO	1	\$6.88	\$6.88
09/16/2016	E106 - Online Research	Lexis Charges	Fim, SKO	1	\$0.43	\$0.43
09/16/2016	E106 - Online Research	Lexis Charges	Mandlehr, Joseph	1	\$0.17	\$0.17
09/16/2016	E110 - Out-of-town Travel	Lodging, parking and etc. parking 9/13 VENDOR: Braun, Monica; INVOICE#: 91616; DATE: 9/16/2016	Braun, Monica	1	\$5.00	\$5.00
09/16/2016	E110 - Out-of-town Travel	Long distance transportation, mileage louisville 9/13 VENDOR: Braun, Monica; INVOICE#: 91616; DATE: 9/16/2016	Braun, Monica	1	\$86.40	\$86.40
09/19/2016	E101 - Copying	Color Replication		8	\$0.08	\$0.64
09/19/2016	E106 - Online Research	Lexis Charges	Fim, SKO	1	\$3.51	\$3.51
09/19/2016	E106 - Online Research	Lexis Charges	Fim, SKO	1	\$0.08	\$0.08
09/21/2016	E105 - Telephone	Telephone Expense [REDACTED]; 10 Mins.	Ingram, III, Lindsey	1	\$1.00	\$1.00
09/21/2016	E105 - Telephone	Telephone Expense [REDACTED]; 1 Mins.	Ingram, III, Lindsey	1	\$0.10	\$0.10
09/21/2016	E106 - Online Research	Lexis Charges	Fim, SKO	1	\$2.16	\$2.16

REDACTED AMOUNTS ARE NON-RESPONSIVE

09/21/2016	E106 - Online Research	Lexis Charges	Firm, SKO	1	\$3.46	\$3.46
09/22/2016	E106 - Online Research	Lexis Charges	Firm, SKO	1	\$4.46	\$4.46
09/22/2016	E106 - Online Research	Lexis Charges	Firm, SKO	1	\$9.69	\$9.69
09/23/2016	E106 - Online Research	Lexis Charges	Firm, SKO	1	\$3.19	\$3.19
09/23/2016	E105 - Telephone	Telephone Expense [REDACTED]; 10 Mins.	Riggs, Kendrick	1	\$1.00	\$1.00
09/23/2016	E106 - Online Research	Lexis Charges	Firm, SKO	1	\$0.80	\$0.80
09/23/2016	E105 - Telephone	Telephone Expense [REDACTED]; 2 Mins.	Ingram, III, Lindsey	1	\$0.20	\$0.20
09/26/2016	E101 - Copying	Color Replication		18	\$0.08	\$1.44
09/26/2016	E110 - Out-of-town Travel	Lodging, parking and etc. Parking at Courtyard Marriott garage for meeting at LG&E/KU on 09/26/16 VENDOR: Crosby, III, W. Duncan; INVOICE#: 093016; DATE: 9/30/2016	Crosby, III, W. Duncan	1	\$9.00	\$9.00
09/27/2016	E101 - Copying	Duplicating Charges		75	\$0.08	\$6.00
09/27/2016	E101 - Copying	Color Replication		48	\$0.08	\$3.84
09/27/2016	E110 - Out-of-town Travel	Lodging, parking and etc. Parking at Courtyard Marriott garage for meeting at LG&E/KU on 09/27/16 VENDOR: Crosby, III, W. Duncan; INVOICE#: 093016; DATE: 9/30/2016	Crosby, III, W. Duncan	1	\$6.00	\$6.00
09/27/2016	E110 - Out-of-town Travel	Lodging, parking and etc. Parking at Courtyard Marriott garage on 09/27/16 for meeting at LG&E/KU VENDOR: Riggs, Kendrick R; INVOICE#: 093016; DATE: 9/30/2016	Riggs, Kendrick	1	\$14.00	\$14.00
09/28/2016	E106 - Online Research	Lexis Charges	Firm, SKO	1	\$2.95	\$2.95
09/28/2016	E106 - Online Research	Lexis Charges	Firm, SKO	1	\$1.04	\$1.04
09/28/2016	E110 - Out-of-town Travel	Lodging, parking and etc. Parking at Courtyard Marriott garage on 09/28/16 for meeting at LG&E/KU VENDOR: Riggs, Kendrick R; INVOICE#: 093016; DATE: 9/30/2016	Riggs, Kendrick	1	\$14.00	\$14.00
09/29/2016	E105 - Telephone	Telephone Expense [REDACTED] 7 Mins.	Ingram, III, Lindsey	1	\$0.70	\$0.70
09/30/2016	E110 - Out-of-town Travel	Long distance transportation, mileage louisville 9/26 VENDOR: Braun, Monica; INVOICE#: 93016; DATE: 9/30/2016	Braun, Monica	1	\$86.40	\$86.40
09/30/2016	E110 - Out-of-town Travel	Lodging, parking and etc. parking 9/26 VENDOR: Braun, Monica; INVOICE#: 93016; DATE: 9/30/2016	Braun, Monica	1	\$8.00	\$8.00
09/30/2016	E110 - Out-of-town Travel	Lodging, parking and etc. parking 9/28 VENDOR: Parsons, Matt; INVOICE#: 93016; DATE: 9/30/2016	Parsons, Matt	1	\$9.00	\$9.00
09/30/2016	E110 - Out-of-town Travel	Long distance transportation, mileage louisville 9/28 VENDOR: Parsons, Matt; INVOICE#: 93016; DATE: 9/30/2016	Parsons, Matt	1	\$84.24	\$84.24

# The Prime Group

Reg. 157097  
P.O. 111986  
J. Scholer  
9/9/16

## Invoice for Services Rendered

Invoice Date: September 1, 2016

# RECEIVED

SEP 12 2016

To: LG&E and KU Services Company  
220 West Main Street  
Louisville, KY 40202

## ACCOUNTS PAYABLE

Attn: Mr. Derek Rahn, Manager Revenue Requirement

Contract No. 105655

1.5 hours of consulting work by Steve Seelye @ \$230.00/hour performed during August for providing assistance with the Community Solar rate filing and supporting documentation.	\$	345.00 <i>ra</i>
<i>B</i> 39.5 hours of consulting work by Steve Seelye @ \$230.00/hour performed during August for support on preparing for the <u>Kentucky Rate Case</u> for LG&E/KU	<i>A</i> \$	9,085.00 <i>DAR</i>
<i>B</i> 4.0 hours of consulting work by Jeff Wernert @ \$150.00/hour performed during August for assisting Steve Seelye with analyses for the upcoming <u>Kentucky Rate Case</u> for LG&E/KU	<i>A</i> \$	600.00 <i>DAR</i>
<i>B</i> 9.0 hours of consulting work by Larry Feltner @ \$200.00/hour performed during August for assisting Steve Seelye with analyses and participating in meetings at LG&E/KU for the upcoming <u>Kentucky Rate Case</u> .	<i>A</i> \$	1,800.00 <i>DAR</i>
<u>Expenses related to meetings at LG&amp;E/KU's offices on August 25<sup>th</sup></u>		
Parking:	\$	20.00
Mileage (54 miles @ \$0.54 per mile)	\$	29.16 <i>DAR</i>
<b>Total due for work performed in August</b>	<b>\$</b>	<b>11,879.16</b>

*4B = 52.5*

*\$ A = 11,485*

*KU 52.5 x .53 = 27.825 (rounding)*  
*LGE-E 52.5 x .366 = 19.22*  
*LGE-B 52.5 x .104 = 5.46*

**Please remit payment to:**  
**The Prime Group, LLC**  
**P.O. Box 837**  
**Crestwood, KY 40014-0837**

*KU 11,485 x .53 = 6,087.05 1/2*  
*LGE-E 11,485 x .366 = 4,203.51 3/4*  
*LGE-B 11,485 x .104 = 1,194.44 3/4*

**Please note that a Late Payment Charge of 3% will be applied to the net amount owed if payment is not received within 45 days of the billing date specified above.**

The Prime Group, LLC  
P. O. Box 837 • Crestwood, KY • 40014-0837  
Phone 502-409-4059

*[Signature]* 9/16/16

## LOUISVILLE GAS AND ELECTRIC COMPANY

CASE NO. 2016-00371

## Schedule of Rate Case Preparation Costs

Response to Commission's Order

Dated November 10, 2016

Question No. 60 (b)

Responding Witness: Christopher M. Garrett

LINE NO				
1	ESTIMATED EXPENSES (1)			
2	VENDOR	RATE	TOTAL UNITS	TOTAL ESTIMATED
3	ELECTRIC			
4	LEGAL	\$ 277.00	1,845	\$ 510,938.00
5	CONSULTANTS	200.00	465	93,000.00
6	NEWSPAPER ADVERTISING (1)			495,880.00
7	TOTAL ELECTRIC			1,099,818.00
8	GAS			
9	LEGAL	\$ 277.00	524	\$ 145,185.00
10	CONSULTANTS	200.00	120	24,000.00
11	NEWSPAPER ADVERTISING			123,219.00
12	TOTAL GAS			292,404.00
13	TOTAL PROJECTED COST			\$ 1,392,222.00

(1) Please note that actual Newspaper Advertising costs will be significantly higher than forecasted amounts provided above. Additionally, the allocation of costs between legal, consultants, and newspaper advertising has been corrected and are different from the amounts provided in the filing requirements. The total projected cost, however, is unchanged from the amount provided in the filing requirement.

Note: Estimate of 2016 Rate Case expenses are based upon the recoverable 2014 Rate Case expense.

## Recoverable 2014 Rate Case Expenses

## Electric

Legal	\$	621,806.00
Consultants		88,762.00
Newspaper Advertising		427,032.00
Total Electric		<u>1,137,600.00</u>

## Gas

Legal		155,451.00
Consultants		22,191.00
Newspaper Advertising		106,758.00
Total Gas		<u>284,400.00</u>

Total	\$	<u><u>1,422,000.00</u></u>
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**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 61**

**Responding Witness: Valerie L. Scott**

Q-61. 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-61. a. See attached.

b. See attached.

For allocation methodologies, refer to the Cost Allocation Manual filed within the Filing Requirements in Tab 51.

BILLED TO THE SERVICE COMPANY (LKS) FROM LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E)  
FOR THE 2015 CALENDAR YEAR

<b>FERC Account</b>	<b>FERC Account Description</b>	<b>Direct Charge</b>
	107 Construction Work In Progress	\$ 141,136
	163 Stores Expense Undistributed	1,682
	184 Clearing Accounts	1,266,477
	426.4 Expenditures For Certain Civic, Political And Related Activities	74
	426.5 Other Deductions	668
	500 Operation Supervision And Engineering	2,609
	501 Fuel	74
	506 Miscellaneous Steam Power Expenses	5,045
	510 Maintenance Supervision And Engineering	74
	560 Operation Supervision And Engineering	151
	561.2 Load Dispatch-Monitor And Operate Transmission System	12,284
	561.5 Reliability, Planning And Standards Development	148
	566 Miscellaneous Transmission Expenses	150
	570 Maintenance Of Station Equipment	37
	580 Operation Supervision And Engineering	556
	586 Meter Expenses	406
	588 Miscellaneous Distribution Expenses	112
	901 Supervision	356
	903 Customer Records And Collection Expenses	11,262
	907 Supervision	75
	920 Administrative And General Salaries	28,867
	921 Office Supplies And Expenses	(4,040)
	923 Outside Services Employed	(1,170)
	925 Injuries And Damages	(0)
	930.2 Miscellaneous General Expenses	74
	935 Maintenance Of General Plant	511,478
<b>Grand Total</b>		<u><u>1,978,583</u></u>

BILLED TO THE SERVICE COMPANY (PPL SERVICES CORPORATION) FROM LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E)  
FOR THE 2015 CALENDAR YEAR

<b>FERC Account</b>	<b>FERC Account Description</b>	<b>Direct Charge</b>
	184 Clearing Accounts	\$ 69
	454 Rent From Electric Property	222,276
	493 Rent From Gas Property	70,040
	920 Administrative And General Salaries	1,360
	921 Office Supplies And Expenses	627
<b>Grand Total</b>		<u>294,371</u>

BILLED TO LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E) FROM THE SERVICE COMPANY (LKS)  
 FOR THE 2015 CALENDAR YEAR

<b>FERC Account</b>	<b>FERC Account Description</b>	<b>Direct Charge</b>	<b>Indirect Charge</b>	<b>Grand Total</b>
107	Construction Work In Progress	\$ 15,776,547	\$ 17,029,918	\$ 32,806,465
108	Accumulated Provision For Depreciation Of Utility Plant	439,772	278,660	718,433
131	Cash	(257,469)		(257,469)
143	Other Accounts Receivable	9,892	62	9,955
151	Fuel Stock	416,180,767		416,180,767
163	Stores Expense Undistributed	208,114	591,530	799,643
165	Prepayments	3,743,251	6,112,886	9,856,137
182.3	Other Regulatory Assets	1,625,120		1,625,120
183	Preliminary Survey And Investigation Charges	198,528	1,430	199,958
184	Clearing Accounts	14,871,391	9,972,189	24,843,580
186	Miscellaneous Deferred Debits	263,442		263,442
188	Research, Development And Demonstration Expenses		26,435	26,435
228.3	Accumulated Provision For Pensions And Benefits	4,604,727		4,604,727
232	Accounts Payable	1,233,728		1,233,728
236	Taxes Accrued	(980,453)		(980,453)
242	Miscellaneous Current And Accrued Liabilities	994,975		994,975
253	Other Deferred Credits	543,735	826,691	1,370,426
408.1	Taxes Other Than Income Taxes, Utility Operating Income	3,252,722	770,928	4,023,650
408.2	Taxes Other Than Income Taxes, Other Income And Deductions	307		307
419	Interest And Dividend Income	(5)		(5)
426.1	Donations	2,950,065	241,175	3,191,240
426.3	Penalties		5,166	5,166
426.4	Expenditures For Certain Civic, Political And Related Activities	13,929	490,907	504,836
426.5	Other Deductions	789,402	456,958	1,246,359
456	Other Electric Revenues	128		128
500	Operation Supervision And Engineering	158,489	3,534,650	3,693,139

BILLED TO LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E) FROM THE SERVICE COMPANY (LKS)  
 FOR THE 2015 CALENDAR YEAR

<b>FERC Account</b>	<b>FERC Account Description</b>	<b>Direct Charge</b>	<b>Indirect Charge</b>	<b>Grand Total</b>
501	Fuel	444,822	892,319	1,337,141
502	Steam Expenses	124,122	15,113	139,235
506	Miscellaneous Steam Power Expenses	666,557	391,176	1,057,734
510	Maintenance Supervision And Engineering	(57,340)	385,332	327,992
511	Maintenance Of Structures	148,050	41	148,091
512	Maintenance Of Boiler Plant	181,627	1,641	183,269
513	Maintenance Of Electric Plant	83,551	119,636	203,187
514	Maintenance Of Miscellaneous Steam Plant	69,722	1,412	71,133
539	Miscellaneous Hydraulic Power Generation Expenses	1,389		1,389
542	Maintenance Of Structures	3,216		3,216
544	Maintenance Of Electric Plant	3,694	11	3,705
545	Maintenance Of Miscellaneous Hydraulic Plant	11,483		11,483
546	Operation Supervision And Engineering	1,686		1,686
549	Miscellaneous Other Power Generation Expenses	25,398		25,398
552	Maintenance Of Structures	2,395		2,395
553	Maintenance Of Generating And Electric Equipment	13,960	2	13,961
554	Maintenance Of Miscellaneous Other Power Generation Plant	21,441		21,441
556	System Control And Load Dispatching	45	1,288,620	1,288,665
560	Operation Supervision And Engineering	(20,282)	908,171	887,889
561.1	Load Dispatch-Reliability		275,985	275,985
561.2	Load Dispatch-Monitor And Operate Transmission System		1,056,581	1,056,581
561.3	Load Dispatch-Transmission Service And Scheduling		364,301	364,301
561.5	Reliability, Planning And Standards Development		461,839	461,839
561.6	Transmission Service Studies	1,102	2,751	3,853
562	Station Expenses	45,078	2,210	47,288
563	Overhead Line Expenses	24,069	5	24,073

BILLED TO LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E) FROM THE SERVICE COMPANY (LKS)  
 FOR THE 2015 CALENDAR YEAR

<b>FERC Account</b>	<b>FERC Account Description</b>	<b>Direct Charge</b>	<b>Indirect Charge</b>	<b>Grand Total</b>
566	Miscellaneous Transmission Expenses	50,169	1,344,716	1,394,886
567	Rents		3,571	3,571
570	Maintenance Of Station Equipment	47,854	137,865	185,719
571	Maintenance Of Overhead Lines	89,395	10	89,405
573	Maintenance Of Miscellaneous Transmission Plant	90,904	148,723	239,627
580	Operation Supervision And Engineering	175,633	745,418	921,051
581	Load Dispatching	561,425	184,082	745,507
582	Station Expenses	22,310	51	22,361
583	Overhead Line Expenses	813,343	13,929	827,272
586	Meter Expenses	145,020	565,001	710,021
588	Miscellaneous Distribution Expenses	1,003,272	1,063,811	2,067,083
589	Rents	2,204		2,204
590	Maintenance Supervision And Engineering	85	6,735	6,820
592	Maintenance Of Station Equipment	24,684	7	24,691
593	Maintenance Of Overhead Lines	17,291	105,238	122,530
595	Maintenance Of Line Transformers	60		60
598	Maintenance Of Miscellaneous Distribution Plant	605,021	485	605,505
807	Purchased Gas Expenses	10,330		10,330
814	Operation Supervision And Engineering	113,234		113,234
816	Wells Expenses	15		15
817	Lines Expenses	4,466	28	4,494
818	Compressor Station Expenses	52,501	13	52,514
821	Purification Expenses	17,598		17,598
833	Maintenance Of Lines	613		613
837	Maintenance Of Other Equipment	48,574		48,574
850	Operation Supervision And Engineering	433,873	31,764	465,637

BILLED TO LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E) FROM THE SERVICE COMPANY (LKS)  
 FOR THE 2015 CALENDAR YEAR

<b>FERC Account</b>	<b>FERC Account Description</b>	<b>Direct Charge</b>	<b>Indirect Charge</b>	<b>Grand Total</b>
851	System Control And Load Dispatching	3,264	31	3,296
856	Mains Expenses	60		60
860	Rents	265		265
863	Maintenance Of Mains	59		59
874	Mains And Services Expenses	11,144	565	11,709
875	Measuring And Regulating Station Expenses-General	1,162		1,162
877	Measuring And Regulating Station Expenses-City Gate Check Static	360		360
878	Meter And House Regulator Expenses	472		472
880	Other Expenses	537,676	136,589	674,266
881	Rents	930		930
887	Maintenance Of Mains	19,262	85	19,346
892	Maintenance Of Services	219,319		219,319
894	Maintenance Of Other Equipment	26,151		26,151
901	Supervision	181,008	2,048,129	2,229,137
902	Meter Reading Expenses	12,471	218,263	230,733
903	Customer Records And Collection Expenses	3,463,899	6,533,963	9,997,862
905	Miscellaneous Customer Accounts Expenses		2,465	2,465
907	Supervision	1,998	243,356	245,354
908	Customer Assistance Expenses	11,545,057	377,126	11,922,183
909	Informational And Instructional Advertising Expenses	740,684	63,373	804,057
910	Miscellaneous Customer Service And Informational Expenses	142,710	388,745	531,455
913	Advertising Expenses	752,148	3,211	755,359
920	Administrative And General Salaries	2,033,400	30,358,703	32,392,103
921	Office Supplies And Expenses	676,380	5,891,349	6,567,729
923	Outside Services Employed	4,122,593	15,174,144	19,296,737
924	Property Insurance		231,066	231,066

BILLED TO LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E) FROM THE SERVICE COMPANY (LKS)  
 FOR THE 2015 CALENDAR YEAR

<b>FERC Account</b>	<b>FERC Account Description</b>	<b>Direct Charge</b>	<b>Indirect Charge</b>	<b>Grand Total</b>
925	Injuries And Damages	31,442	165,778	197,220
926	Employee Pensions And Benefits	14,990,209	2,558,487	17,548,695
930.1	General Advertising Expenses	211,522	4,288	215,810
930.2	Miscellaneous General Expenses	259,429	1,922,514	2,181,942
931	Rents	8,933	1,318,763	1,327,696
935	Maintenance Of General Plant	23,151	628,654	651,805
<b>Grand Total</b>		<b>512,763,920</b>	<b>119,127,824</b>	<b>631,891,745</b>

BILLED TO LOUISVILLE GAS AND ELECTRIC COMPANY (LG&E) FROM THE SERVICE COMPANY (PPL SERVICES CORPORATION)  
 FOR THE 2015 CALENDAR YEAR

<b>FERC Account</b>	<b>FERC Account Description</b>	<b>Direct Charge</b>	<b>Indirect Charge</b>	<b>Grand Total</b>
165	Prepayments	\$ 79,842	\$ -	\$ 79,842
184	Clearing Accounts	1,207		1,207
186	Miscellaneous Deferred Debits	276,400		276,400
921	Office Supplies And Expenses	(54,505)		(54,505)
923	Outside Services Employed	6,125		6,125
925	Injuries And Damages (Insurance)		336,322	336,322
926	Employee Pensions And Benefits	19,497		19,497
<b>Grand Total</b>		<b>328,566</b>	<b>336,322</b>	<b>664,888</b>

**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff’s First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 62**

**Responding Witness: Valerie L. Scott**

Q-62. Provide the following information for the most recent calendar year concerning all affiliate-related activities not identified in response to Item 61:

- 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-62. a. See attached.

b. See attached.

c. Service agreements are listed below for each affiliate. See attached.

<b>Affiliate</b>	<b>Service Agreement</b>	<b>Reference</b>
LG&E and KU Services Company settling LG&E and KU Energy LLC charges	<ul style="list-style-type: none"> <li>• 2011 Utility Money Pool Agreement</li> <li>• Amended and Restated Utility Services Agreement</li> <li>• 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</li> </ul>	<ul style="list-style-type: none"> <li>• Filed in Case No. 2014-00372</li> <li>• Filed in Case No. 2014-00372</li> <li>• Filed in Case No. 2014-00372</li> </ul>

<p>LG&amp;E and KU Services Company settling LG&amp;E and KU Capital LLC charges</p>	<ul style="list-style-type: none"> <li>• Amended and Restated Utility Services Agreement</li> </ul>	<ul style="list-style-type: none"> <li>• Filed in Case No. 2014-00372</li> </ul>
<p>Kentucky Utilities Company</p>	<ul style="list-style-type: none"> <li>• 2011 Utility Money Pool Agreement</li> <li>• Amended and Restated Utility Services Agreement</li> <li>• Power Supply System Agreement</li> <li>• Transmission Coordination Agreement</li> </ul>	<ul style="list-style-type: none"> <li>• Filed in Case No. 2014-00372</li> <li>• Filed in Case No. 2014-00372</li> <li>• Filed in Case No. 2014-00372</li> </ul>
<p>LG&amp;E and KU Services Company settling with PPL Energy Funding Corporation for PPL Corporation charges<sup>i</sup></p>	<ul style="list-style-type: none"> <li>• Amended and Restated Utility Services Agreement – business practice using the principles included in the Utility Services Agreement for Third-Party Vendor Costs</li> </ul>	<ul style="list-style-type: none"> <li>• Filed in Case No. 2014-00372</li> </ul>
<p>LG&amp;E and KU Services Company settling with PPL Energy Funding Corporation for PPL Energy Supply, LLC charges</p>	<ul style="list-style-type: none"> <li>• Amended and Restated Utility Services Agreement – business practice using the principles included in the Utility Services Agreement for Third-Party Vendor Costs</li> </ul>	<ul style="list-style-type: none"> <li>• Filed in Case No. 2014-00372</li> </ul>

PPL Electric Utilities Corporation	<ul style="list-style-type: none"><li>• Edison Electric Institute Mutual Assistance Agreement / Southeastern Electric Exchange Mutual Assistance Procedures and Guidelines</li><li>• Utility Services Agreement for Goods Not Readily Available from the Market, Obsolete or Otherwise Surplus<sup>ii</sup></li></ul>	<ul style="list-style-type: none"><li>• Attachments 2 and 3</li><li>• Attachment 1</li></ul>
LG&E and KU Services Company settling LG&E Energy Marketing Inc. charges	<ul style="list-style-type: none"><li>• Amended and Restated Utility Services Agreement</li></ul>	<ul style="list-style-type: none"><li>• Filed in Case No. 2014-00372</li></ul>

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<sup>i</sup> Financing application filed with the Commission, Case Number 2012-00233 related to charges for forward starting swaps.

<sup>ii</sup> Execution of this agreement was contingent upon approval by the Pennsylvania Utility Commission. Approval was received on October 6, 2016.

**Louisville Gas & Electric Company**  
**Services Received from Affiliates Other than Service Companies**  
**For the Calendar Year 2015**

**Kentucky Utilities Company**

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Capital Expenditures  
Direct-Indirect Labor  
Equipment/Facilities  
Fringe Benefits/Overheads  
Materials/Fuels  
Office and Administrative Services  
Outside Services  
Purchased Power  
Transmission

**PPL Electric Utilities Corporation**

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Mutual Assistance

**Louisville Gas & Electric Company  
Services Provided to Affiliates Other than Service Companies  
For the Calendar Year 2015**

**LG&E and KU Capital LLC**

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Capital Expenditures  
Direct-Indirect Labor  
Equipment/Facilities  
Fringe Benefits/Overheads  
Materials/Fuels  
Office and Administrative Services  
Outside Services

**Kentucky Utilities Company**

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Capital Expenditures  
Direct-Indirect Labor  
Equipment/Facilities  
Fringe Benefits/Overheads  
Materials/Fuels  
Office and Administrative Services  
Outside Services  
Power Sales  
Transmission

**FCD LLC**

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Equipment/Facilities

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 13<sup>th</sup> day of October, 2016, 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; and PPL Services Corporation ("PPL Services"), a Delaware corporation. Collectively, KU-ODP, LG&E, LK Services, PPL Electric, and PPL Services are referred to as the "Parties."

WHEREAS, the inventories of KU-ODP, LG&E, and PPL Electric 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, and PPL Electric 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, and PPL Electric 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.

Scott

“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 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 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.

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 of 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 or PPL Services:  
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 6<sup>th</sup> day of October, 2016.

Kentucky Utilities Company

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

Louisville Gas and Electric Company

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

LG&E and KU Services Company

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

PPL Electric Utilities Corporation

By: 

Name: Joseph P. Bergstein, Jr.

Title: Treasurer

PPL Services Corporation

By: 

Name: Joseph P. Bergstein, Jr.

Title: VP- Investor Relations & 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 Vice President of Energy Delivery or his/her designee.

5. EEI's Vice President of Energy Delivery or his/her designee who shall maintain a list of each Mutual Assistance Agreement Participating Company Signatory which shall be posted in the RestorePower Workroom as <https://eei-restorepower.groupsie.com/page/mutual-assistance-agreement> .

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Company Name

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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 upon request supervision in addition to crew leads. All instructions for work to be done by Responding Company's crews shall be given by

Requesting Company to Responding Company's supervision; or, when Responding Company's crews are to work in widely separate areas, to such of Responding Company's crew lead as may be designated for the purpose by Responding Company's supervision.

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 Requesting 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. Requesting Company shall pay all costs and expenses of Responding Company within sixty days after receiving a final invoice therefor.

11. Requesting Company shall indemnify, hold harmless and defend the Responding Company from and against any and all liability for loss, damage, cost or expense which 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, Requesting Company shall reimburse the Responding Company for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and / or gross negligence of the Responding Company.
12. In the event any claim or demand is made or suit or action is filed against Responding Company alleging liability for which Requesting Company shall indemnify and hold harmless Responding Company under paragraph (11) above, Responding Company shall promptly notify Requesting Company thereof, and Requesting Company, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent. Responding Company shall cooperate with Requesting 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 requesting companies with contact information of the contractors (this may be simply supplying the contractors name). The contractors will negotiate directly with requesting companies.

<b>Date</b>	<b>Description</b>
October 2014	Sections 4, 5, and 10
September 2005	Sections 11 and 12



## *Southeastern Electric Exchange*

### **2015 Mutual Assistance Procedures and Guidelines**

Reviewed April 2015

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 Procedures and Guidelines Subcommittee shall have responsibility for maintenance, annual review 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  $\frac{3}{4}$  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. <sup>1</sup>
- 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.
- 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 after contacting S.E.E., and after determining that other member utilities are not impacted or requesting. 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 joint mobilization 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 and are ready to commit to mobilize and incur expenses for the resources acquired on the call.
- 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**

- 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 IV

### 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 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 Requesting 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, Requesting Company shall reimburse the Responding Company for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Responding Company.
- 17.6 In the event any claim or demand is made or suit or action is filed against Responding Company alleging liability for which Requesting Company shall indemnify and hold harmless Responding Company under paragraph (17.6) above, Responding Company shall promptly notify Requesting Company thereof, and Requesting Company, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent.

## Section V

### 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 Requesting Company.
- 18.3 Responding Company will complete and forward the *RESPONDING COMPANY INITIAL INFORMATION SHEET* before departing their home location.
- 18.4 If requested, 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 Requesting Company's telecommunications personnel and local FCC authorities to make any temporary telecommunications arrangements.
- 18.6 Responding Company agrees not to load extra emergency stock on trucks unless specifically requested by the Requesting Company.
- 18.7 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 IV – S.E.E. Invoice Cover Sheet

**Appendix 1: S.E.E. Mutual Assistance Procedures and Guidelines – Revision History**

<b>Date</b>	<b>Description</b>	<b>Author</b>
05/29/2015	Page 2: Modified 2.2 to exclude “the initial, first-wave.” <u>Previous language</u> : The Requesting Company agrees to make every effort to avoid moving Responding Company personnel into harm’s way during the initial, first-wave mobilization.	Dave Callahan per Committee Vote
05/29/2015	Page 4: Modified 8.1 to include “In this instance, the impacted member may contact neighboring utilities directly to arrange assistance after contacting S.E.E., and after determining that other member utilities are not impacted or requesting.” <u>Previous language</u> : In this instance, the impacted member may contact neighboring utilities directly to arrange assistance.	Dave Callahan per Committee Vote
05/29/2015	Page 5: Modified 9.2 to include “joint mobilization” and “and are ready to commit to mobilize and incur expenses for the resources acquired on the call.” <u>Previous language</u> : 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	Dave Callahan per Committee Vote
11/12/2014	Page 1: Preface, 2 <sup>nd</sup> paragraph, added recognition of Guidelines Subcommittee and function.	Scott Smith per Committee Vote
11/12/2014	Page 8: Section IV, deleted former paragraph 15.8 which required Requesting Company to make provisions for personal long distance telephone calls and provide pre-paid long-distance calling cards.	Scott Smith per Committee Vote
11/12/2014	Page 10: Section V, deleted former paragraph 18.6 which required Requesting Company to make provisions for personal long distance telephone calls and provide pre-paid long-distance calling cards (15.8).	Scott Smith per Committee Vote
11/12/2014	Appendix 1 - Page 12: Added Revision History table to S.E.E. Mutual Assistance Procedures and Guidelines.	Scott Smith per Committee
11/12/2014	Added reviewed date to page 1 and revised date to footer, all pages.	Scott Smith per Committee

**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 63**

**Responding Witness: Robert M. Conroy**

- Q-63. 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-63. LG&E charges expenses for lobbying activities to account 426, 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 \$366,457. Of this amount, \$211,682 represents the salary and associated benefits of G.R. Siemens, C.P. Clark, 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 \$154,775 budgeted to this account is associated with administrative support and business expenses (e.g., travel and office expenses) for G.R. Siemens, C.P. Clark, and D.J. Freibert.

**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 64**

**Responding Witness: John P. Malloy**

Q-64. 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-64. 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 DSM programs offered by the Companies are:
  - 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

- b. The following table displays the DSM expenditures for the three most recent calendar years:

<b>LG&amp;E DSM Cost of Programs ('000)</b>			
	<b><u>2013</u></b>	<b><u>2014</u></b>	<b><u>2015</u></b>
<b>Electric</b>	\$15,444	\$15,719	\$16,430
<b>Gas</b>	\$2,562	\$2,565	\$2,919
<b>TOTAL</b>	\$18,006	\$18,284	\$19,349

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

<b>LG&amp;E DSM Energy Reduction</b>			
	<b><u>2013</u></b>	<b><u>2014</u></b>	<b><u>2015</u></b>
<b>Electric (MWh)</b>	80,963	76,817	64,009
<b>Gas (CCF)</b>	600,209	830,600	994,206

- 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 57 of the Filing Requirements for the DSM revenues and expenses removed and Supporting Schedule B-1.1 in Tab 63 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 76,194 MWh and 2,563,792 Ccf.

**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 65**

**Responding Witness: Paul W. Thompson**

- Q-65. Regarding what are commonly referred to as smart grid initiatives, provide the following information:
- a. Identify all smart grid costs the utility has incurred since the start of the test year in its last general rate case. Identify the specific projects the utility has undertaken, the accounts in which the costs have been recorded, and state whether the costs were expensed or capitalized.
  - b. Provide the level of smart grid costs the utility has included in its forecasted test period and the amounts to be expensed and capitalized.
- A-65. a. The following expense accounts reflect project costs for smart grid initiatives: 580, 586, 588, 597, 878, 893, 903, 907, 908, 910, 920, 921, and 923. The following capital accounts reflect project costs for smart grid initiatives: 107, 108, and 183. See attached for the breakdown of the smart grid initiatives since the start of the test year in the last general rate case.
- b. See attached for the breakdown of costs for smart grid investments in the forecasted test period. See also the direct testimony of Paul W. Thompson and Exhibit PWT-8 thereto for a summary of projected smart grid investments by year.

**Smart Grid**

(In \$000s)

	July 1, 2015 to October 31, 2016		July 1, 2017 to June 30, 2018	
	<u>Expense</u>	<u>Capital</u>	<u>Expense</u>	<u>Capital</u>
<b><u>LG&amp;E - Project</u></b>				
Distribution and Customer Services:				
Advanced Metering Systems	\$ -	\$ 320 *	\$ 3,351	\$ 60,110
Distribution Automation / DMS	-	-	605	10,100
AMS Opt-in Program (DSM)	189	1,355	204	227
VOLT/VAR Optimization (DSM)	-	-	-	-
VOLT/VAR Optimization Pilot (Non-DSM)	-	-	25	250
Transmission:				
Control Houses	-	-	-	-
Fiber/Telecom	-	-	-	-
Relay Panels	-	423	-	333
RTU's	-	-	-	1,790
Switch - Auto	-	-	-	174
Switch - Motor Operated	-	-	-	-
Total LG&E	\$ 189	\$ 2,098	\$ 4,185	\$ 72,984

\* Charged initially to Account 183, Preliminary Survey and Investigation. Conditional on CPCN approval of the Advanced Metering Systems project, these dollars will be transferred to 107 capital and would be part of the estimated \$60,110k included in the period July 1, 2017 to June 30, 2018.

**LOUISVILLE GAS AND ELECTRIC COMPANY**

**Response to Commission Staff's First Request for Information  
Dated November 10, 2016**

**Case No. 2016-00371**

**Question No. 66**

**Responding Witness: Christopher M. Garrett / Daniel K. Arbough**

- Q-66. To the extent not included in other responses, provide all work papers, calculations, and assumptions the utility used to develop its forecasted test period financial information.
- A-66. See Tab 16 of the Filing Requirements for the assumptions used to develop the forecasted test period financial information. See attachment being provided in Excel format for the depreciation reconciliation.

The attachment is being provided in a separate file in Excel format.