

LOUISVILLE GAS AND ELECTRIC COMPANY

**Response to Commission Staff's First Request for Information
Dated September 19, 2018**

Case No. 2018-00295

Question No. 50

Responding Witness: Christopher M. Garrett

- 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 provided service during the base period is provided in response to this request as Attachment A. Since the last rate case, the policy has been updated to include clarifying edits regarding vendor certification, competitive bidding, Purchase Order, and other compliance requirements.

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

Law Department

For the Law Department and with regard to the engagement of outside counsel, see the attached *Outside Counsel Guidelines* which are part of Attachment B. KU and LG&E also execute engagement letters with 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 KU and 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 confidential 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 have been two extensions of the existing line of credit, and fees were paid in January 2017 and 2018 in connection with the extensions. Tax exempt bond refinancings were completed in June 2017 and a term loan was issued in October 2017 from US Bank. 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 confidential and are being filed under seal pursuant to a Petition for Confidential Protection. PPL Corporation along with the Company are currently in negotiations with Deloitte and Touche LLP regarding the audit fees for 2019-2021.

The Company generally follows the LKE Purchasing Policy when acquiring professional services for the annual audits of the employee benefit plans. Requests for proposals (“RFPs”) are prepared when the prior arrangement for these audits expires. Responses to the 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. The Company plans to re-bid this work in 2019. A copy of the 2015 engagement letter for these audits, documenting the fees charged, is included in Attachment D.

Human Resources

For Human Resources, KU and LG&E 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 KU and LG&E 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. The only change to the consultants is for risk management services. The McGriff, Seibels & Williams contract has expired and they have been replaced by USI Insurance Services LLC. All fees to be paid for LKE, LG&E and KU are considered confidential and are being filed under seal pursuant to a Petition for Confidential Protection.

Policy

LG&E and KU Energy LLC and subsidiaries shall at all times be in accordance with all laws and internal guidelines, and 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 a contract or other legally binding agreement between a Vendor and the Company that obligates the Vendor to provide goods and/or services to one or more Company entities. Acceptable forms of a contract include Standard Purchase Order, Blanket Purchase Order, Contract, Contract Purchase Agreement, Engagement Letter and /or by a Company Purchasing card. Purchase Orders are typically used to purchase goods; Contracts or CPAs (Oracle acronym meaning Contract Purchase Agreements) are typically used to purchase services.
2. All vendors that provide goods to the Company shall be ***Qualified***; Vendors who perform work for the company on company premises or on company assets shall be ***Certified***; prior to providing those goods or services.
3. Competitive bidding is the preferred method of procuring goods, commodities and services. All purchases over \$50,000 should be competitively bid. In those cases where competitive bids cannot be, or are not obtained, a Sole Source Agreement (SSA) form must be developed and signed in accordance with the ***Authority Limit Matrices***.
4. Consistent with the PPL Standards of Integrity, employees are required to comply with all Company Policies with respect to ethics and shall avoid any behavior which violates or has the appearance of violating such policies.
5. All requested materials and outside services shall be approved by the appropriate level of management as indicated in the ***Authority Limit Matrices***.
6. For payment of Oracle Purchase Order (PO’s) numbers that have been created to permit 2 way matches, a signature is required on the invoice:
 - a) Invoices < \$500,000 with Oracle POs may be approved by a designated individual.
 - b) Invoices > \$500,000 must be approved in accordance with the Authority Limit Matrices.

7. 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.
8. 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.
9. 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.
10. The Legal Department has developed standard commercial terms and conditions for LG&E and KU Energy contracts either through the use of the General Commercial 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 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.
11. Per the Authority Limit Matrices, only designated employees – Approved Purchasing Agents - 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. The Director-Supply Chain is the person responsible for maintaining the list of those Agents.
12. Work by a vendor, regardless of the value of that work, shall not begin prior to the issuance of a fully executed contract, as defined above, to that vendor.
13. Records must be maintained in accordance with the Company's Records Management and Retention policy.
14. Guidelines have been established for the purchase of the following and these Guidelines are hereby incorporated into the Purchasing Policy by reference:
 - a) General Goods and Services;
 - b) Fuel (Coal and By-Products and Power Supply commodities and related transportation and services associated with those commodities for power generation;
 - c) Gas Supply commodities for LG&E's retail gas operations, including transportation, storage and other services associated with those commodities;
 - d) Power Supply commodities including physical power, capacity and ancillary services;
 - e) Bank fees and other financial transactions related to Treasury;
 - f) Real Estate and Right of Way; and

- g) Employee Benefit Programs.
15. 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.
 16. Any contract not within the normal course of business requires approval of the General Counsel, Chief Compliance Officer and Corporate Secretary of LG&E and KU Energy LLC.
 17. Disbursement requests will be used to pay for business-related activities outlined in the Disbursements Policy to vendors or suppliers except for cash advances not covered under the Purchasing, Travel and Expense Reimbursement, or Cash Fund Policies.
 18. For SOX purposes only, a materiality threshold for the purchase of goods, commodities or services is defined as a purchase that exceeds \$15,000.
 19. The CEO and any designee of the CEO are exempted from General Requirement 11 of the Purchasing Policy.

Penalties for Noncompliance

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

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

Key Contact: Director of Supply Chain.

Administrative Responsibilities: Chief 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, 11/7/16, 02/06/2017, 06/12/2017, 07/15/2017.

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
ACCENTURE LLP	LKS	135790	136373	Contract for Robotics Process Automation (RPA) Pilot	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1100443576	07/30/18	4,727.84
AECOM TECHNICAL SERVICES INC	LGE	130909	133599	PAYMENT OF INVOICE 2000051948 -CCR Rule	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2000051948	04/27/18	4,431.80
AECOM TECHNICAL SERVICES INC	LGE	130909	135046	Groundwater Monitoring- March 16-April 20, 2018	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2000066167	05/31/18	1,910.81
AECOM TECHNICAL SERVICES INC	LGE	130909	136601	PAYMENT OF INVOICE 22000066167 -CCR Rule	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2000081136	07/09/18	6,111.74
AECOM TECHNICAL SERVICES INC	LGE	130909	137783	PAYMENT OF INVOICE 2000081136 -CCR Rule	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2000097718	08/15/18	2,649.27
AGE ENGINEERING SERVICES INC	LGE		1000514	Groundwater Monitoring- August 2018	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0018126IN	06/28/18	16,560.00
AGE ENGINEERING SERVICES INC	LGE		1002012	For Clifton Substation - Existing Conditions Survey	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0018133IN	06/28/18	8,500.00
AGE ENGINEERING SERVICES INC	LGE	886393	1003097	and Boundary Survey	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0018084N	05/03/18	10,832.50
AGE ENGINEERING SERVICES INC	LGE	886393	1003140	w/0# 7139802 / Phelps / Bathymetric survey and	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0018047IN	05/03/18	4,115.00
AGE ENGINEERING SERVICES INC	LGE	978944	1005816	dredging needed at the Ohio River facilities. /	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0018207IN	08/22/18	8,442.20
AGE ENGINEERING SERVICES INC	LGE		1005963	pay invoice 0018084in	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0018206IN	07/31/18	2,867.15
AGE ENGINEERING SERVICES INC	LGE	886393	1006583	pay invoice 0018047in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0018021IN	02/14/18	200.00
AGE ENGINEERING SERVICES INC	LGE	1007269	1010045	Stake Right-of-Way Corridor in Bullitt County Kentucky	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	15208DIN	07/31/18	5,642.50
AGE ENGINEERING SERVICES INC	LGE		125325	- S. Beatty	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0017273IN	11/22/17	9,927.50
AGE ENGINEERING SERVICES INC	LGE		127459	NTE for Illegal Fill Placed Over Existing Pipe (Buffalo	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	17273BIN	12/29/17	8,940.00
AGE ENGINEERING SERVICES INC	LGE	125325	131336	Run Rd- Bullitt Co.) - J. Hayes	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0017387IN	02/14/18	5,772.70
AGE ENGINEERING SERVICES INC	LGE	125325	135629	pay invoice 0018021in	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	17360CIN	06/08/18	340.00
AGE ENGINEERING SERVICES INC	LGE	125325	135795	PAYMENT OF INVOICE - AGE ENGINEERIN	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0018153IN	06/23/18	3,233.90
AGE ENGINEERING SERVICES INC	LGE	125325	135795	SERVICES - HYDRO PLANT MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0018153IN	06/23/18	(1,552.27)
AGE ENGINEERING SERVICES INC	LGE	125325	136533	Req 137015 Sharon Wright - Age Engineering - Quote	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	17360BIN	03/01/18	3,304.00
AGE ENGINEERING SERVICES INC	LKS		641935	for SSC Parking Design for the janitorial bldg REF	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0018110IN	05/03/18	2,018.39
AGE ENGINEERING SERVICES INC	LGE		980135	CPA 125325	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0017241IN	12/28/17	7,669.95
AGE ENGINEERING SERVICES INC	LGE		980175	REQ 139913 SHARON WRIGHT - AGE Engineering -	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0017238IN	12/28/17	12,430.00
AGE ENGINEERING SERVICES INC	LGE		980177	Quote for SSC Paving. Overseeing drainage	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0017239IN	12/29/17	15,460.00
AGE ENGINEERING SERVICES INC	LGE	978944	983456	structures and concrete entrances	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0017295IN	11/02/17	4,584.50
AGE ENGINEERING SERVICES INC	LGE	978944	983456	REQ 142965 MISTY MCCUBBINS - AGE Invoice#	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	17295BIN	04/02/18	3,861.85
AGE ENGINEERING SERVICES INC	LGE	978944	984057	17387-IN for Troyer for Nick Judah	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	17303CIN	12/20/17	5,866.50
AGE ENGINEERING SERVICES INC	LGE	978944	984057	REQ 146027 MISTY MCCUBBINS - AGE	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	17303DIN	03/05/18	12,347.20
AGE ENGINEERING SERVICES INC	LGE	978944	984057	invoice#17321B-IN for Frankfort Pike Substation for	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	17303FIN	07/31/18	21,894.00
AGE ENGINEERING SERVICES INC	LGE		984553	Nick Judah	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0017230IN	12/29/17	4,680.00
AGE ENGINEERING SERVICES INC	LGE		986670	REQ 146223 MISTY MCCUBBINS - AGE Invoice	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0017367IN	03/05/18	5,947.50
AGE ENGINEERING SERVICES INC	LGE	978944	989976	#18153-IN for Ogdan Ridge Road for Randy Magallon	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0017380IN	01/19/18	1,279.50
AGE ENGINEERING SERVICES INC	LKS		994379	REQ 146223 MISTY MCCUBBINS - AGE Invoice	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	0018019IN	02/21/18	4,683.50
AGE ENGINEERING SERVICES INC	LGE	886393	995327	#17360B-IN for Frost School Property for Nick Judah	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	17261CIN	02/04/18	1,380.00
AGE ENGINEERING SERVICES INC	LGE	886393	995327	For West High Street - Existing Conditions Survey	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	17261CIN	02/04/18	(662.40)
AGE ENGINEERING SERVICES INC	LGE	886393	995496	For Shively Substation - Existing Conditions Survey	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	16033CIN	02/04/18	2,625.00
AGE ENGINEERING SERVICES INC	LGE	886393	996345	invoice#17321B-IN for Frankfort Pike Substation for	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0018016IN	02/14/18	280.00
AGE ENGINEERING SERVICES INC	LGE	931048	996423	REQ 146723 MISTY MCCUBBINS - AGE Invoice	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	15174C5IN	12/05/17	4,897.30
ALITEK SOLUTIONS LP	LKS	126439	126546	Gottuso, Leeann:// 2017 CCR Volumetric Survey	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1942	12/20/17	18,200.00
ALITEK SOLUTIONS LP	LKS	126439	126546	Content Management Assessment - Eric Schrenger	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1976	01/18/18	3,197.60

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
ALSTOM POWER INC	LGE	929911	1004621	DEDICATED ENGINEERING SERVICES - Rob Meadway	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95765667	06/26/18	25,326.06
ALSTOM POWER INC	LGE	929911	1004621	DEDICATED ENGINEERING SERVICES - Rob Meadway	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95765724	06/27/18	31,648.08
ALSTOM POWER INC	LGE	929911	1004621	DEDICATED ENGINEERING SERVICES - Rob Meadway	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95767088	07/27/18	25,326.06
ALSTOM POWER INC	LGE	929911	1006233	ALSTOM - MC2 MILL PUL HOT AIR FLOW TESTING TC1 NATURAL GAS IGNITER ENGINEERING &	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95764712	06/12/18	8,367.60
ALSTOM POWER INC	LGE	966758		MATERIAL SUPPLY DEDICATED ENGINEERING SERVICES - Chuck Horine	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	95760622	04/10/18	150,989.80
ALSTOM POWER INC	LGE	929911	977917	DEDICATED ENGINEERING SERVICES - Chuck Horine	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95194340	01/02/18	24,450.00
ALSTOM POWER INC	LGE	929911	977917	DEDICATED ENGINEERING SERVICES - Chuck Horine	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95197868	03/06/18	24,450.00
ALSTOM POWER INC	LGE	929911	977917	DEDICATED ENGINEERING SERVICES - Chuck Horine	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95197869	03/06/18	24,450.00
ALSTOM POWER INC	LGE	929911	977917	DEDICATED ENGINEERING SERVICES - Chuck Horine	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95760882	04/12/18	24,450.00
ALSTOM POWER INC	LGE	929911	977917	DEDICATED ENGINEERING SERVICES - Chuck Horine	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95763585	05/22/18	24,450.00
ALSTOM POWER INC	LGE	929911	979225	DEDICATED ENGINEERING SERVICES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95176089	03/21/17	5,524.11
ALSTOM POWER INC	LGE	929911	979225	DEDICATED ENGINEERING SERVICES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95194342	01/02/18	6,702.08
ALSTOM POWER INC	LGE	929911	979225	DEDICATED ENGINEERING SERVICES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95197870	03/06/18	6,702.08
ALSTOM POWER INC	LGE	929911	979225	DEDICATED ENGINEERING SERVICES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95197871	03/06/18	6,702.08
ALSTOM POWER INC	LGE	929911	979225	DEDICATED ENGINEERING SERVICES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95760883	04/12/18	6,702.08
ALSTOM POWER INC	LGE	972336	979572	ALSTOM POWER - MC INVOICE (972336)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95197366	02/28/18	9,000.00
ALSTOM POWER INC	LGE		983683	TC1F17OUT / W/O# 6906259 / MALDONADO / Used for boiler inspections during the TC1 2017 fall outage. / AMEC FOSTER WHEELER ENV. - MC ENG. SERVICES (886929)	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	95193431	12/18/17	183,784.90
AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE INC	LGE	886929	976283	AMEC FOSTER WHEELER ENV. - MC ENG. SERVICES (886929)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21508624	01/17/18	1,794.69
AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE INC	LGE	886929	976283	AMEC FOSTER WHEELER ENV. - MC ENG. SERVICES (886929)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21509069	03/22/18	3,261.90
AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE INC	LGE	886929	976283	AMEC FOSTER WHEELER ENV. - MC ENG. SERVICES (886929)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21509207	04/12/18	1,986.68
AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE INC	LGE	886929	994134	W/O# 6891469 / PHELPS / WO for monthly impoundment instrumentation readings required by CCR Rule. /	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21508623	01/17/18	1,965.06
AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE INC	LGE	886929	999335	W/O# 6891469 / PHELPS / WO for monthly impoundment instrumentation readings required by CCR Rule. /	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21509068	03/22/18	4,565.40
AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE INC	LGE	886929	999587	Gottuso, Leeann:// Professional Services for High Water-Piezometer Readings	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21509071	03/22/18	1,065.00
AMERICAN ENGINEERS INC	LGE	892963	1003100	pay invoice 102230	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	102230	05/04/18	10,144.60
AMERICAN ENGINEERS INC	LGE	892963	1004973	pay invoice 102390	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	102390	06/05/18	6,904.40
AMERICAN ENGINEERS INC	LGE	892963	995237	pay invoice 101686	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	101686	01/31/18	4,675.68
AMERICAN ENGINEERS INC	LGE	892963	995326	pay invoice 101354	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	101354	11/30/17	1,338.88
AMERICAN ENGINEERS INC	LGE	892963	995326	pay invoice 101354	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	101354	11/30/17	(642.56)
AMERICAN ENGINEERS INC	LGE	892963	998377	pay invoice 101842	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	101842	02/28/18	3,473.20
AMERICAN ENGINEERS INC	LGE	892963	999952	pay invoice 102021	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	102021	03/31/18	534.21
APPLIED THERMAL COATINGS INC	LKS	121527	131372	Huster, Nathan:// Consulting Services provided by Jeff Henry	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3021801	03/02/18	1,633.54
APPLIED THERMAL COATINGS INC	LKS	121527	132479	Huster, Nathan:// Consulting Services provided by Jeff Henry	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	40218	04/02/18	952.90
APPLIED THERMAL COATINGS INC	LKS	121527	134116	Huster, Nathan:// Consulting Services provided by Jeff Henry	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	5141801	05/14/18	558.82
APPLIED THERMAL COATINGS INC	LKS	121527	137371	Huster, Nathan:// consulting services and workshop	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	72318	07/23/18	4,997.64
APPLIED THERMAL COATINGS INC	LKS	121527	137371	Huster, Nathan:// consulting services and workshop	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	80618	08/06/18	1,257.34
ASSOCIATED ENGINEERS INC	LGE	550852	637600	Gottuso, Leeann:// Impoundment and Landfill inspections at Ghent and EW Brown	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134743	11/30/17	1,507.50
ASSOCIATED ENGINEERS INC	LGE	550852	637600	Gottuso, Leeann:// Impoundment and Landfill inspections at Ghent and EW Brown	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134790	12/29/17	1,645.50
ASSOCIATED ENGINEERS INC	LGE	550852	637600	Gottuso, Leeann:// Impoundment and Landfill inspections at Ghent and EW Brown	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134792	12/29/17	795.00
ASSOCIATED ENGINEERS INC	LGE	550852	640121	Gottuso, Leeann:// Impoundment and Landfill inspections and Pond Maintenance	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135005	01/31/18	1,213.75
ASSOCIATED ENGINEERS INC	LGE	550852	640121	Gottuso, Leeann:// Impoundment and Landfill inspections and Pond Maintenance	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135007	01/31/18	1,186.25
ASSOCIATED ENGINEERS INC	LGE		983424	CAP154055LGE / PHELPS / PROPOSAL FOR THE GUEST PARKING LOT /	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	134798	12/29/17	8,695.66
ASSOCIATED ENGINEERS INC	LGE		983424	CAP154055LGE / PHELPS / PROPOSAL FOR THE GUEST PARKING LOT /	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	134798	12/29/17	(4,173.92)

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
ASSOCIATED ENGINEERS INC	LGE	886927	993006	Gottuso, Leeann:// Impoundment & Landfill inspections and Tech Support Misc Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134738	11/30/17	827.50
ASSOCIATED ENGINEERS INC	LGE	886927	993006	Gottuso, Leeann:// Impoundment & Landfill inspections and Tech Support Misc Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134739	11/30/17	8,577.50
ASSOCIATED ENGINEERS INC	LGE	886927	993006	Gottuso, Leeann:// Impoundment & Landfill inspections and Tech Support Misc Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134740	11/30/17	6,250.00
ASSOCIATED ENGINEERS INC	LGE	886927	993006	Gottuso, Leeann:// Impoundment & Landfill inspections and Tech Support Misc Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134741	11/30/17	2,457.50
ASSOCIATED ENGINEERS INC	LGE	886927	993006	Gottuso, Leeann:// Impoundment & Landfill inspections and Tech Support Misc Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134786	12/29/17	3,245.00
ASSOCIATED ENGINEERS INC	LGE	886927	993006	Gottuso, Leeann:// Impoundment & Landfill inspections and Tech Support Misc Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134787	12/29/17	1,725.00
ASSOCIATED ENGINEERS INC	LGE	886927	993006	Gottuso, Leeann:// Impoundment & Landfill inspections and Tech Support Misc Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134788	12/29/17	1,035.00
ASSOCIATED ENGINEERS INC	LGE	886927	993006	Gottuso, Leeann:// Impoundment & Landfill inspections and Tech Support Misc Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	134797	12/29/17	645.00
ASSOCIATED ENGINEERS INC	LGE	886927	996177	Gottuso, Leeann:// Task 2 Eng Tech Support Misc Services, Impoundment & Landfill Inspections	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135000	01/31/18	492.50
ASSOCIATED ENGINEERS INC	LGE	886927	996177	Gottuso, Leeann:// Task 2 Eng Tech Support Misc Services, Impoundment & Landfill Inspections	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135001	01/31/18	3,277.50
ASSOCIATED ENGINEERS INC	LGE	886927	996177	Gottuso, Leeann:// Task 2 Eng Tech Support Misc Services, Impoundment & Landfill Inspections	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135002	01/31/18	3,596.25
ASSOCIATED ENGINEERS INC	LGE	886927	996177	Gottuso, Leeann:// Task 2 Eng Tech Support Misc Services, Impoundment & Landfill Inspections	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135003	01/31/18	1,713.75
ATC GROUP SERVICES LLC	LGE		1002460	For Plainview Substation- Geotechnical Exploration Services	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2109519	06/27/18	7,670.00
ATC GROUP SERVICES LLC	LGE		1005072	For Oxmoor Substation -Geotechnical Exploration Service work- Proposal# LOUGE18015	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2109342	06/26/18	3,065.00
ATC GROUP SERVICES LLC	LGE		640417	For Elizabethtown Substation Spare Transformer - Geotechnical Exploration Service work -Proposal No. LOUGE18022	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2093456	04/18/18	3,065.00
ATC GROUP SERVICES LLC	LGE		642804	For Smyrna Substation -Geotechnical Exploration Service work- Proposal# LOUGE18005	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2100087	05/17/18	5,825.00
ATC GROUP SERVICES LLC	LGE		994473	For Clay Street Substation-Geotechnical Exploration Service work- Proposal# LOUGE18008	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2079484	02/20/18	5,465.00
ATC GROUP SERVICES LLC	LGE		995916	For Tip Top Substation -Geotechnical Exploration Service work- Proposal# LOUGE18016	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2087289	03/22/18	3,065.00
ATC GROUP SERVICES LLC	LGE		997644	Payment of Invoice - Monthly monitoring services at Trimble (Inv# 1269810)	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2100059	05/16/18	3,245.00
BLACK AND VEATCH CORP	LGE	823567	1002110	PAYMENT OF INVOICES - BLACK & VEATCH SERVICES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1269810	04/30/18	11,177.88
BLACK AND VEATCH CORP	LGE	823567	1002128	PAYMENT OF INVOICES - OHIO FALLS TRASH RACK SERVICES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1269805	04/30/18	5,247.53
BLACK AND VEATCH CORP	LGE	976848	1004341	PAYMENT OF INVOICES - BLACK & VEATCH SERVICES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1271160	05/21/18	395.27
BLACK AND VEATCH CORP	LGE	823567	1005155	Payment of Invoice - Monthly monitoring services at Trimble (Inv# 1271806)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1271798	06/11/18	5,247.53
BLACK AND VEATCH CORP	LGE	823567	1005267	PAYMENT OF INVOICES - BLACK & VEATCH SERVICES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1271806	06/11/18	11,177.88
BLACK AND VEATCH CORP	LGE	823567	1006778	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1273864	06/29/18	5,247.53
BLACK AND VEATCH CORP	LGE	823567	1006850	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1273891	06/29/18	11,904.65
BLACK AND VEATCH CORP	LGE	823567	1006850	Payment of Invoice - Monthly monitoring charges at Trimble (Inv# 1273894)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1275932	07/31/18	11,904.65
BLACK AND VEATCH CORP	LGE	823567	1007055	Payment of Invoice - Monthly monitoring services at Trimble (Inv# 1275929) July, 2018	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1273894	06/29/18	11,177.88
BLACK AND VEATCH CORP	LGE	823567	1009188	PAYMENT OF INVOICES - BLACK & VEATCH SERVICES to develop a design the Land Mobile Radio network - John Pulliam	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1275929	07/31/18	11,177.88
BLACK AND VEATCH CORP	LGE	823567	1009297	Services to develop a design the Land Mobile Radio network - John Pulliam	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1275890	07/31/18	5,247.53
BLACK AND VEATCH CORP	LKS	129610	129942	Services to develop a design the Land Mobile Radio network - John Pulliam	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	DRAFT	03/06/18	29,163.63
BLACK AND VEATCH CORP	LKS	129610	129942	Services to develop a design the Land Mobile Radio network - John Pulliam	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1268158	04/06/18	21,450.07
BLACK AND VEATCH CORP	LKS	129610	129942	Services to develop a design the Land Mobile Radio network - John Pulliam	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1270827	05/17/18	16,943.33
BLACK AND VEATCH CORP	LKS	129610	129942	Services to develop a design the Land Mobile Radio network - John Pulliam	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1272412	06/12/18	6,082.91
BLACK AND VEATCH CORP	LKS	129610	129942	Services to develop a design the Land Mobile Radio network - John Pulliam	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1274965	07/16/18	7,223.60
BLACK AND VEATCH CORP	LKS	129610	129942	Services to develop a design the Land Mobile Radio network - John Pulliam	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1276810	08/15/18	19,217.72
BLACK AND VEATCH CORP	LGE	823567	988701	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1261532	12/29/17	10,972.03
BLACK AND VEATCH CORP	LGE	823567	988701	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1263590	01/31/18	11,904.66
BLACK AND VEATCH CORP	LGE	823567	988701	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1265807	03/02/18	11,904.66
BLACK AND VEATCH CORP	LGE	823567	988701	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1267794	03/30/18	11,904.66
BLACK AND VEATCH CORP	LGE	823567	988701	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1269809	04/30/18	11,904.66
BLACK AND VEATCH CORP	LGE	823567	988701	MC - REMOTE PERFORMANCE MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1271805	06/11/18	11,904.65

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
BLACK AND VEATCH CORP	LGE	823567	993102	PAYMENT OF INVOICES - BLACK & VEATCH	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1261529	12/29/17	4,836.43
BLACK AND VEATCH CORP	LGE	823567	993392	Payment of invoice - Monitoring services for Trimble (Inv# 1261533)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1261533	12/29/17	10,302.19
BLACK AND VEATCH CORP	LGE	976848	993623	PAYMENT OF INVOICE - OHIO FALLS TRASH RACK SERVICES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1262102	01/09/18	6,205.25
BLACK AND VEATCH CORP	LGE	823567	995172	PAYMENT OF INVOICES - BLACK & VEATCH	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1263587	01/31/18	5,247.53
BLACK AND VEATCH CORP	LGE	823567	995312	Payment of Invoice - Monthly remote monitoring at Trimble (Inv# 1263592), January 2018	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1263592	01/31/18	11,177.88
BLACK AND VEATCH CORP	LGE	976848	996201	PAYMENT OF INVOICE - OHIO FALLS TRASH RACK SERVICES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1264056	02/08/18	7,109.21
BLACK AND VEATCH CORP	LGE	823567	997387	Payment of invoice- Monitoring services at Trimble (Inv# 1265808) February, 2018	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1265808	03/02/18	11,177.88
BLACK AND VEATCH CORP	LGE	823567	997485	PAYMENT OF INVOICES - BLACK & VEATCH	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1265804	03/02/18	5,247.53
BLACK AND VEATCH CORP	LGE	976848	998413	PAYMENT OF INVOICE - OHIO FALLS TRASH RACK SERVICES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1266295	03/12/18	8,269.92
BLACK AND VEATCH CORP	LGE	823567	999549	PAYMENT OF INVOICES - BLACK & VEATCH	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1267790	03/30/18	5,247.53
BLACK AND VEATCH CORP	LGE	823567	999573	Payment of Invoice - Monthly remote monitoring services at Trimble (Inv# 1267789) March, 2018	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1267798	03/30/18	11,177.88
BURNS AND MC DONNELL	LGE	118118	1001591	For Cane Run Switching Station - TEP - Redundant 138kV Bus Diff Relaying Project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1073781	06/29/18	250,735.72
BURNS AND MC DONNELL	LGE	120747	1003568	REQ 918282 ASHLEY HOWARD - C. Wheelodon-4.20.18/Burns & McDonnell 101750-6B/PM support for PMO February 2018	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1017506B	03/12/18	38,363.44
BURNS AND MC DONNELL	LGE	120747	1004362	REQ 919257 ASHLEY HOWARD - C. Wheelodon-5.17.18/Burns & McDonnell 101750-7B/PMO support March 2018	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1017507B	04/10/18	17,062.56
BURNS AND MC DONNELL	LGE	118118	1004818	For Clifton Substation - PPG-Clifton GG	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1054821	06/28/18	18,213.66
BURNS AND MC DONNELL	LGE	118118	1005795	Audit/Remediation- EPCM Service Work For Tip Top Substation - Evaluation and Fence Repl- EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1073831	06/28/18	12,168.50
BURNS AND MC DONNELL	LGE	120747	1006847	REQ 920363 / Howard, Ashley Marie / C. Wheelodon-6.25.18/Burns & McDonnell 101750-5B/PMO project management December 2017	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1017505B	01/30/18	8,116.75
BURNS AND MC DONNELL	LKS	120747	127142	For Estimating Tool Development - EPCM Services for Transmission	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1034971	01/31/18	25,396.44
BURNS AND MC DONNELL	LKS	120747	127142	For Estimating Tool Development - EPCM Services for Transmission	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1034972	03/30/18	11,256.74
BURNS AND MC DONNELL	LKS	120747	127142	For Estimating Tool Development - EPCM Services for Transmission	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1034973	05/24/18	16,861.09
BURNS AND MC DONNELL	LKS	128475	129267	NERC/CIP Active Cyber Vulnerability Assessment - Michael Garr	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	1044841	02/27/18	13,181.02
BURNS AND MC DONNELL	LKS	128475	129267	NERC/CIP Active Cyber Vulnerability Assessment - Michael Garr	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	1044842	04/25/18	858.98
BURNS AND MC DONNELL	LKS	120747	129372	REQ 141428 ASHLEY HOWARD - C. Wheelodon-1.4.18/Burns & McDonnell 101750-4/PMO support (Nov 2017)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1017504	12/20/17	6,740.79
BURNS AND MC DONNELL	LKS	127715	131559	REQ 143132 DAWN WILLIAMS - Burn McDonnell invoice 104476-1	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1044761	02/28/18	9,200.05
BURNS AND MC DONNELL	LKS	118118	132400	For Develop Relay Setting Sheets - EPCM Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1074351	05/30/18	311.85
BURNS AND MC DONNELL	LKS	127715	133237	REQ 144206 LAVITA JONES - Burns & McDonnell Invoice #104952-2 Contract# 129835	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1049521	03/27/18	6,994.66
BURNS AND MC DONNELL	LKS	127715	133237	REQ 144206 LAVITA JONES - Burns & McDonnell Invoice #104952-2 Contract# 129835	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1044762	04/10/18	8,672.20
BURNS AND MC DONNELL	LKS	127715	133237	REQ 144206 LAVITA JONES - Burns & McDonnell Invoice #104952-2 Contract# 129835	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1049522	04/10/18	11,164.72
BURNS AND MC DONNELL	LKS	120747	134234	REQ 144501Howard, Ashley MarieC. Wheelodon-4.20.18/Burns & McDonnell 101750-6/PM support for PMO February 2018	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1017506PMO	03/12/18	20,991.12
BURNS AND MC DONNELL	LKS	120747	134643	REQ 145310 ASHLEY HOWARD - C. Wheelodon-5.17.18/Burns & McDonnell 101750-7/PMO support March 2018	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1017507	04/10/18	7,036.42
BURNS AND MC DONNELL	LKS	129835	135541	REQ 145989 LAVITA JONES - Burns & McDonnell invoice #104952-3	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1049523	06/13/18	9,272.49
BURNS AND MC DONNELL	LKS	120747	136023	REQ 146321 / Howard, Ashley Marie / C. Wheelodon-6.25.18/Burns & McDonnell 101750-5/PMO project management December 2017	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1017505	01/30/18	11,576.83
BURNS AND MC DONNELL	LKS	129835	137954	REQ 147747 LAVITA JONES - Burns & McDonnell Invoice# 104416-3 Contract 129835	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1044763	08/20/18	17,344.31
BURNS AND MC DONNELL	LGE	118118	626562	For Canal Substation, Canal Ground Grid Improvement project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1003566	03/19/18	250.00
BURNS AND MC DONNELL	LGE	893628	975774	For MSD Substation Arc Flash Study- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	976605	02/21/18	3,822.58

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
BURNS AND MC DONNELL	LGE	118118	977420	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1010344	12/27/17	3,522.00
BURNS AND MC DONNELL	LGE	118118	977420	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1010345	01/19/18	3,618.00
BURNS AND MC DONNELL	LGE	118118	977420	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1010346	02/20/18	9,968.00
BURNS AND MC DONNELL	LGE	118118	977420	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1010347	03/30/18	37,727.75
BURNS AND MC DONNELL	LGE	118118	977420	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1010348	04/26/18	30,715.79
BURNS AND MC DONNELL	LGE	118118	977420	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1010349	05/31/18	6,807.55
BURNS AND MC DONNELL	LGE	118118	977420	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1013410	06/29/18	19,156.39
BURNS AND MC DONNELL	LGE	118118	979498	For Algonquin Substation- Ground Grid Improvement Project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1006384	12/18/17	2,387.50
BURNS AND MC DONNELL	LGE	118118	979498	For Algonquin Substation- Ground Grid Improvement Project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1006385	01/19/18	1,697.00
BURNS AND MC DONNELL	LGE	118118	979498	For Algonquin Substation- Ground Grid Improvement Project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1006386	02/15/18	875.00
BURNS AND MC DONNELL	LGE	118118	979498	For Algonquin Substation- Ground Grid Improvement Project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1006387	03/19/18	488.50
BURNS AND MC DONNELL	LGE	118118	979498	For Algonquin Substation- Ground Grid Improvement Project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1006388	06/13/18	500.00
BURNS AND MC DONNELL	LGE	118118	980435	For Shively Substation 69kV Breaker Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1000955	12/18/17	5,330.75
BURNS AND MC DONNELL	LGE	118118	980435	For Shively Substation 69kV Breaker Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1000956	02/15/18	6,603.50
BURNS AND MC DONNELL	LGE	118118	980435	For Shively Substation 69kV Breaker Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1000957	03/27/18	815.50
BURNS AND MC DONNELL	LGE	118118	982151	For Bishop Substation 69kV Breaker Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1015714	12/21/17	170.25
BURNS AND MC DONNELL	LGE	118118	982151	For Bishop Substation 69kV Breaker Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1015716	05/18/18	1,456.00
BURNS AND MC DONNELL	LGE	118118	982151	For Bishop Substation 69kV Breaker Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1015715	05/27/18	1,616.00
BURNS AND MC DONNELL	LGE	118118	982458	For Ethel Substation 69kV Breaker Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1015704	12/19/17	2,421.51
BURNS AND MC DONNELL	LGE	118118	982458	For Ethel Substation 69kV Breaker Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1015705	01/19/18	3,624.50
BURNS AND MC DONNELL	LGE	118118	982458	For Ethel Substation 69kV Breaker Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1015706	02/20/18	4,286.31
BURNS AND MC DONNELL	LGE	118118	982991	For Beargrass Substation - Site Improvements - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1013274	12/15/17	6,174.10
BURNS AND MC DONNELL	LGE	118118	982991	For Beargrass Substation - Site Improvements - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1013275	01/24/18	744.00
BURNS AND MC DONNELL	LGE	118118	982991	For Beargrass Substation - Site Improvements - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1013276	02/15/18	186.00
BURNS AND MC DONNELL	LGE	118118	985397	For Watterson Substation - 138kV Proactive Replacements - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1019394	12/18/17	10,198.50
BURNS AND MC DONNELL	LGE	118118	985397	For Watterson Substation - 138kV Proactive Replacements - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1019395	01/24/18	7,128.25
BURNS AND MC DONNELL	LGE	118118	985397	For Watterson Substation - 138kV Proactive Replacements - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1019396	02/27/18	56,662.06
BURNS AND MC DONNELL	LGE	118118	985397	For Watterson Substation - 138kV Proactive Replacements - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1019397	03/27/18	10,421.75
BURNS AND MC DONNELL	LGE	118118	985397	For Watterson Substation - 138kV Proactive Replacements - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1019398	04/10/18	3,092.75
BURNS AND MC DONNELL	LGE	118118	986665	For Cloverport Substation - Fence Replacement Project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1027121	12/15/17	18,675.74
BURNS AND MC DONNELL	LGE	118118	986665	For Cloverport Substation - Fence Replacement Project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1027122	01/19/18	4,334.00
BURNS AND MC DONNELL	LGE	118118	986665	For Cloverport Substation - Fence Replacement Project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1027123	02/15/18	1,000.00
BURNS AND MC DONNELL	LGE	118118	986665	For Cloverport Substation - Fence Replacement Project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1027124	03/20/18	750.00
BURNS AND MC DONNELL	LGE	118118	987756	For Ashbotton Substation TR2 Monitor - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1031761	12/21/17	34,662.28
BURNS AND MC DONNELL	LGE	118118	987756	For Ashbotton Substation TR2 Monitor - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1031762	01/31/18	4,146.22
BURNS AND MC DONNELL	LGE	118118	987786	For Mill Creek Switching Substation TR5 Monitor - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1031981	12/21/17	21,087.50

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
BURNS AND MC DONNELL	LGE	118118	987786	For Mill Creek Switching Substation TR5 Monitor - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1031982	01/19/18	10,702.00
BURNS AND MC DONNELL	LGE	118118	987786	For Mill Creek Switching Substation TR5 Monitor - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1031983	02/16/18	7,019.00
BURNS AND MC DONNELL	LGE	118118	989175	For Eastwood Substation - Fence Replacement Project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1036371	02/28/18	13,697.00
BURNS AND MC DONNELL	LGE	118118	989175	For Eastwood Substation - Fence Replacement Project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1036372	03/16/18	10,625.00
BURNS AND MC DONNELL	LGE	118118	989175	For Eastwood Substation - Fence Replacement Project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1036373	04/17/18	10,120.50
BURNS AND MC DONNELL	LGE	118118	989175	For Eastwood Substation - Fence Replacement Project - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1036374	05/18/18	1,500.00
BURNS AND MC DONNELL	LGE	984642	992960	Payment of invoice- Professional service for condition assessment of TC1 FGD system (Inv# 1027552)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1027552	12/29/17	28,688.21
BURNS AND MC DONNELL	LGE	118118	993404	For Ashbotton Substation 138kV Brkr & Disconnect Switch Repl - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1031683	04/25/16	23,173.23
BURNS AND MC DONNELL	LGE	118118	993404	For Ashbotton Substation 138kV Brkr & Disconnect Switch Repl - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1031681	02/09/18	139,684.02
BURNS AND MC DONNELL	LGE	118118	993404	For Ashbotton Substation 138kV Brkr & Disconnect Switch Repl - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1031682	02/22/18	12,252.75
BURNS AND MC DONNELL	LGE	118118	993470	REQ 914864 ASHLEY HOWARD - C. Wheelodon-1.4.18/Burns & McDonnell 101750-4B/Project management support for LGE projects (Nov 2017)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1017504B	12/20/17	14,172.20
BURNS AND MC DONNELL	LGE	984642	995700	Payment of invoice- Professional service for condition assessment of TC1 FGD system (Inv# 1027553)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1027553	01/30/18	10,764.27
BURNS AND MC DONNELL	LGE	118118	996433	For Hurstbourne Substation - 138kV Proactive Bkr Rpl - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1058831	04/12/18	14,326.05
BURNS AND MC DONNELL	LGE	118118	996433	For Hurstbourne Substation - 138kV Proactive Bkr Rpl - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1058832	05/24/18	58,406.25
BURNS AND MC DONNELL	LGE	118118	996433	For Hurstbourne Substation - 138kV Proactive Bkr Rpl - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1058833	07/17/18	511.70
BURNS AND MC DONNELL	LGE	984642	996687	Payment of invoice - Professional service for condition assessment of TC1 FGD system	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1027554	02/19/18	2,224.74
BURNS AND MC DONNELL	LGE	118118	997020	For Clay Substation - Fence Replc and GG - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1054751	05/29/18	29,237.25
BURNS AND MC DONNELL	LGE	118118	997020	For Clay Substation - Fence Replc and GG - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1054752	06/15/18	5,423.00
CFW ASSOCIATED ENGINEERS INC	LGE		1005200	REQ 919625 FABIAN LIPP - Engineering Services for the design of oil containment at Floyd and Magazine Subs per attached CFW Invoices #459-70-001 and 459-69-001.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45969001	06/08/18	254.30
CFW ASSOCIATED ENGINEERS INC	LGE		1005200	REQ 919625 FABIAN LIPP - Engineering Services for the design of oil containment at Floyd and Magazine Subs per attached CFW Invoices #459-70-001 and 459-69-001.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45970001	06/08/18	2,254.90
CFW ASSOCIATED ENGINEERS INC	LGE		1007411	REQ 920553 MICHAEL LOYALL - Design Support Steel for Lightening Arrestors and Temporary Cable Support Brackets for Cane Run TR2 Transformer at New Tap Box per Quote 18-161 Rev.1	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45975001	08/06/18	1,060.40
CFW ASSOCIATED ENGINEERS INC	LGE		1007767	REQ 920736 FABIAN LIPP - Engineering Services for the design of oil containment at Magazine Substation per attached CFW Associated Engineers 3459-69-002.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45969002	07/06/18	2,063.50
CFW ASSOCIATED ENGINEERS INC	LGE		1009957	REQ 921783 FABIAN LIPP - Design Oil Containment at Floyd and Magazine Subs per CFW Invoices 459-70-002 and 459-69-003 attached.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45969003	08/06/18	2,422.50
CFW ASSOCIATED ENGINEERS INC	LGE		1009957	REQ 921783 FABIAN LIPP - Design Oil Containment at Floyd and Magazine Subs per CFW Invoices 459-70-002 and 459-69-003 attached.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45970002	08/06/18	1,078.60
CFW ASSOCIATED ENGINEERS INC	LGE		985220	Req 910981 Derwin Young - Cane Run Plant - CFW Associated Engineers, INC. Quote 16-207A_Rev.1 Design Cable and Lighting arrestor support at Tap Box.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45955001	10/19/17	3,670.00
CFW ASSOCIATED ENGINEERS INC	LGE		994112	REQ 915191 FABIAN LIPP - Engineering Services for the design of oil containment for Transformers 1A and 2B at Cane Run Generating Station per attached CFW Invoice #459-54-004.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	45954004	01/15/18	168.00
DELAWARE ANALYSIS SERVICES INC	LGE	993061	1000902	PAYMENT OF INVOICE - VIBRATION MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201023042	04/12/18	2,700.00
DELAWARE ANALYSIS SERVICES INC	LGE	993061	1004217	PAYMENT OF INVOICE - VIBRATION MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201032055	05/22/18	2,700.00

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DELAWARE ANALYSIS SERVICES INC	LGE	993061	1006265	PAYMENT OF INVOICE - VIBRATION MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201040064	06/19/18	3,150.00
DELAWARE ANALYSIS SERVICES INC	LGE	993061	1008824	PAYMENT OF INVOICE - VIBRATION MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201046074	07/25/18	3,075.00
DELAWARE ANALYSIS SERVICES INC	LGE	993061	1010846	PAYMENT OF INVOICE - VIBRATION MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201052085	08/21/18	2,700.00
DELAWARE ANALYSIS SERVICES INC	LGE	968099	990470	Vibration Monitoring & Motor Current Analysis - (968099)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2010060106	01/16/18	750.00
DELAWARE ANALYSIS SERVICES INC	LGE	992444	994078	Vibration Monitoring & Motor Current Analysis - (992444)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2010030103	01/16/18	9,248.00
DELAWARE ANALYSIS SERVICES INC	LGE	992444	994078	Vibration Monitoring & Motor Current Analysis - (992444)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2010070107	01/30/18	2,421.25
DELAWARE ANALYSIS SERVICES INC	LGE	992444	994078	Vibration Monitoring & Motor Current Analysis - (992444)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2010080108	01/30/18	3,595.00
DELAWARE ANALYSIS SERVICES INC	LGE	992444	994078	Vibration Monitoring & Motor Current Analysis - (992444)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2010130205	02/16/18	9,693.00
DELAWARE ANALYSIS SERVICES INC	LGE	992444	994078	Vibration Monitoring & Motor Current Analysis - (992444)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201018033	03/16/18	11,054.75
DELAWARE ANALYSIS SERVICES INC	LGE	992444	994078	Vibration Monitoring & Motor Current Analysis - (992444)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201024043	04/11/18	14,188.00
DELAWARE ANALYSIS SERVICES INC	LGE	992444	994078	Vibration Monitoring & Motor Current Analysis - (992444)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201028051	05/05/18	5,708.92
DELAWARE ANALYSIS SERVICES INC	LGE	992444	994078	Vibration Monitoring & Motor Current Analysis - (992444)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201033056	05/22/18	9,248.00
DELAWARE ANALYSIS SERVICES INC	LGE	992444	994078	Vibration Monitoring & Motor Current Analysis - (992444)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201035058	05/22/18	1,375.00
DELAWARE ANALYSIS SERVICES INC	LGE	992444	994078	Vibration Monitoring & Motor Current Analysis - (992444)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201036059	05/22/18	2,187.50
DELAWARE ANALYSIS SERVICES INC	LGE	992444	994078	Vibration Monitoring & Motor Current Analysis - (992444)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201041065	06/21/18	9,248.00
DELAWARE ANALYSIS SERVICES INC	LGE	992444	994078	Vibration Monitoring & Motor Current Analysis - (992444)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201047075	07/20/18	9,248.00
DELAWARE ANALYSIS SERVICES INC	LGE	992444	994078	Vibration Monitoring & Motor Current Analysis - (992444)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201051084	08/20/18	9,248.00
DELAWARE ANALYSIS SERVICES INC	LGE	993061	994413	PAYMENT OF INVOICE - VIBRATION MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2010020102	01/16/18	2,700.00
DELAWARE ANALYSIS SERVICES INC	LGE	993061	996601	PAYMENT OF INVOICE - VIBRATION MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	201012024	02/13/18	2,700.00
DELAWARE ANALYSIS SERVICES INC	LGE	993061	998637	PAYMENT OF INVOICE - VIBRATION MONITORING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	202017032	03/16/18	2,700.00
DOBLE ENGINEERING	LKS	129642	129528	Consulting Services for Powerbase Installation and Conversion - Jeff Mann (original PO was under Enoserv)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	PSEI11002757	12/21/17	10,125.50
DOBLE ENGINEERING	LKS	129642	129528	Consulting Services for Powerbase Installation and Conversion - Jeff Mann (original PO was under Enoserv)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	PSEI11015718	07/18/18	988.91
DOBLE ENGINEERING	LKS	129642	129528	Consulting Services for Powerbase Installation and Conversion - Jeff Mann (original PO was under Enoserv)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	PSEI1018346	08/27/18	459.51
DOBLE ENGINEERING	LKS	129642	129528	Consulting Services for Powerbase Installation and Conversion - Jeff Mann (original PO was under Enoserv)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	PSEI11018345	08/27/18	10,125.50
DOBLE ENGINEERING	LGE	993561	993561	Repair and Recalibration of TDR9000 Multi-Port Timer	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	PSE111007709	03/21/18	250.00
DOBLE ENGINEERING	LGE	993561	993561	Repair and Recalibration of TDR9000 Multi-Port Timer	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	PSE111007709	03/21/18	2.81
DOOSAN POWER SERVICES AMERICA LLC	LKS	132304	132304	Sanders, Matt://Engineering analysis of cage header rear wall wing tube failure issues	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	DPSAINV181021	04/17/18	10,768.85
DOOSAN POWER SERVICES AMERICA LLC	LKS	132689	132689	Sanders, Matt:// Engineering services - providing copies of the MTRs for TC2 boiler pressure parts	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	DPSAINV181024	04/24/18	2,457.04
DOOSAN POWER SERVICES AMERICA LLC	LGE	995382	995382	BOILER INSPECTION	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	DPSAINV182026	05/02/18	65,000.00
DOOSAN POWER SERVICES AMERICA LLC	LGE	995382	995382	BOILER INSPECTION	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	DPSAINV182027	05/02/18	12,878.42
DOOSAN POWER SYSTEMS AMERICAS LLC	LGE	959417	959417	TC2 WATER WALL PANEL RAW MATERIAL	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	100145	08/22/18	14,700.00
DOOSAN POWER SYSTEMS AMERICAS LLC	LGE	959417	959417	TC2 WATER WALL PANEL RAW MATERIAL	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	100145	08/22/18	(11,907.00)
EN ENGINEERING LLC	LGE	968463	1000540	REQ 917745 STEVE BEATTY - 917745 \ Beatty \ Bullitt Co Design EN Engineering Inv 98418	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	98418	04/10/18	46,306.87
EN ENGINEERING LLC	LGE	985819	1000818	REQ 917853 RASHEL HUGHES - EN Engineering- CPA: 985819/ Pay Invoice: 0098450 (March 2018)/ Gap Analysis Steel Service Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	98450	04/09/18	753.75
EN ENGINEERING LLC	LGE	973333	1001569	EPCM work for Dave Harmeling, Muld Engine/Compressor Cooling System Modifications	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	102758	07/10/18	15,549.22

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
EN ENGINEERING LLC	LGE	973333	1001569	EPCM work for Dave Harmeling, Muld Engine/Compressor Cooling System Modifications	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	104266	08/07/18	7,294.85
EN ENGINEERING LLC	LGE	973333	1002213	Not-to-Exceed for Pipeline in Landfill Berm Eval - D. Harmeling	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	101000	06/05/18	9,829.05
EN ENGINEERING LLC	LGE	973333	1002213	Not-to-Exceed for Pipeline in Landfill Berm Eval - D. Harmeling	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	104265	08/07/18	4,667.05
EN ENGINEERING LLC	LGE	973333	1002292	REQ 918431 TRACY RANKIN - ENEngineering - Mike Cummins Proposal Number P187806r2.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	100834	06/05/18	6,139.90
EN ENGINEERING LLC	LGE	973333	1002292	REQ 918431 TRACY RANKIN - ENEngineering - Mike Cummins Proposal Number P187806r2	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	102361	07/10/18	12,021.75
EN ENGINEERING LLC	LGE	973333	1002292	REQ 918431 TRACY RANKIN - ENEngineering - Mike Cummins Proposal Number P187806r2	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	104296	08/07/18	848.00
EN ENGINEERING LLC	LGE	968463	1002579	REQ 918558 STEVE BEATTY - 918558 \ Beatty \ BC Pipeline EN Engineering Inv 0099688	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	99688	05/08/18	36,247.84
EN ENGINEERING LLC	LGE	973333	1005330	REQ 919681 TRACY RANKIN - EN Engineering - INV. 0101001 - Payment	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	101001	06/05/18	2,752.25
EN ENGINEERING LLC	LGE	968463	1005402	REQ 919706 STEVE BEATTY - 919706 \ Beatty \ Bullitt County Engineering; EN Engineering Inv 100998 CPA 968463	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	100998	06/05/18	52,745.31
EN ENGINEERING LLC	LGE	968463	1007610	REQ 920637 STEPEHN BEATTY - 920637 \ Beatty \ Bullitt County Engineering; ENE Inv 0102755	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	102755	06/25/18	50,078.97
EN ENGINEERING LLC	LGE	968463	1009312	REQ 921471 STEPHEN BEATTY - REQ 921471 \ BEATTY \ Bullitt Co Engineering, ENE Inv 0104263	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	104263	08/07/18	48,761.87
EN ENGINEERING LLC	LGE	973333	979046	Not-to-Exceed Estimate for Penile to Blanton Engineering work D. McGuire	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	94627	01/10/18	12,145.89
EN ENGINEERING LLC	LGE	973333	979046	Not-to-Exceed Estimate for Penile to Blanton Engineering work D. McGuire	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	95998	02/06/18	29,103.72
EN ENGINEERING LLC	LGE	973333	979046	Not-to-Exceed Estimate for Penile to Blanton Engineering work D. McGuire	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	96799	03/06/18	13,136.40
EN ENGINEERING LLC	LGE	973333	979046	Not-to-Exceed Estimate for Penile to Blanton Engineering work D. McGuire	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	98419	04/10/18	16,643.02
EN ENGINEERING LLC	LGE	973333	979046	Not-to-Exceed Estimate for Penile to Blanton Engineering work D. McGuire	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	99689	05/08/18	70,577.53
EN ENGINEERING LLC	LGE	973333	979046	Not-to-Exceed Estimate for Penile to Blanton Engineering work D. McGuire	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	100999	06/05/18	60,260.63
EN ENGINEERING LLC	LGE	973333	979046	Not-to-Exceed Estimate for Penile to Blanton Engineering work D. McGuire	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	102756	07/10/18	46,307.90
EN ENGINEERING LLC	LGE	973333	980821	NTE Agreement for Gas Storage Integrity Management Plan, Risk Model and Procedures - R. Stocke	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	94726	01/10/18	7,230.75
EN ENGINEERING LLC	LGE	973333	980821	NTE Agreement for Gas Storage Integrity Management Plan, Risk Model and Procedures - R. Stocke	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	94730	01/10/18	13,225.50
EN ENGINEERING LLC	LGE	973333	980821	NTE Agreement for Gas Storage Integrity Management Plan, Risk Model and Procedures - R. Stocke	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	95797	02/05/18	8,490.00
EN ENGINEERING LLC	LGE	973333	980821	NTE Agreement for Gas Storage Integrity Management Plan, Risk Model and Procedures - R. Stocke	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	95800	02/05/18	8,817.00
EN ENGINEERING LLC	LGE	973333	987745	Req 912170 Bonnie Childress - ENENGINEERINGProposal #176748Burner Management System (BMS) Control Panel CJB-001 REF CPA 973333	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	94165	12/27/17	37,800.00
EN ENGINEERING LLC	LGE	973333	988338	Pete Clyde engagement per Contract Exhibit B Rates under 973333	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	94830	01/09/18	10,995.00
EN ENGINEERING LLC	LGE	973333	988338	Pete Clyde engagement per Contract Exhibit B Rates under 973333	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95798	02/05/18	18,160.00
EN ENGINEERING LLC	LGE	973333	988338	Pete Clyde engagement per Contract Exhibit B Rates under 973333	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	96823	03/06/18	18,953.75
EN ENGINEERING LLC	LGE	973333	988338	Pete Clyde engagement per Contract Exhibit B Rates under 973333	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	98449	04/09/18	7,301.25
EN ENGINEERING LLC	LGE	985819	994082	REQ 915173 RASHEL HUGHES - EN Engineering- CPA: 985819 \ Pay Invoice: 0094827 (1/1/26 to 12/31/17) \ Gap Analysis for Steel Service Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	94827	01/09/18	5,418.96
EN ENGINEERING LLC	LGE	968463	994315	REQ 915267 STEVE BEATTY - 915267 \ Beatty \ BC Project Engineering, EN Engineering Inv 0094626	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	94626	01/10/18	7,833.85
EN ENGINEERING LLC	LGE	973333	994623	GDO Mechanical Coupling Specifications - L. Hill	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	96881	03/06/18	10,678.50
EN ENGINEERING LLC	LGE	973333	994623	GDO Mechanical Coupling Specifications - L. Hill	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	98397	04/09/18	20,302.85
EN ENGINEERING LLC	LGE	973333	994623	GDO Mechanical Coupling Specifications - L. Hill	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	100156	05/07/18	6,382.25

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
EN ENGINEERING LLC	LGE	985819	995976	REQ 915973/RASHEL HUGHES/EN Engineering-CPA: 985819/ Pay Invoice: 0095799 (01/01 to 01/27/18)/ Gap Analysis for Steel Service Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95799	02/05/18	6,373.75
EN ENGINEERING LLC	LGE	968463	996095	REQ 915987/ Beatty, Stephen A/ 915987 BC Line Engineering, ENE Inv 0095937/ CPA 968463	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95997	02/06/18	33,886.04
EN ENGINEERING LLC	LGE	973333	996314	REQ 916186/ Childress, Bonita/ ENENGINEERINGInvoice #0095501 Sr Design Engineer Specialist/ CPA 973333	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95501	02/06/18	20,056.79
EN ENGINEERING LLC	LGE	968463	997596	REQ 916639 STEVE BEATTY - 916639 \ Beatty \ Bullitt Co Engineering, ENE Inv 0096798	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	96798	02/12/18	33,089.80
EN ENGINEERING LLC	LGE	973333	998097	REQ 916872 BONNIE CHILDRESS - EnEngineeringInvoice #0096801Automation Support	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	96801	03/05/18	20,542.18
EN ENGINEERING LLC	LGE	985819	998730	REQ 917129 RASHEL HUGHES - EN Engineering-CPA: 985819/ Pay Invoice: 0096824 (February 2018)/ Gap Analysis for Steel Service Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	96824	03/06/18	3,045.00
EN ENGINEERING LLC	LGE	973333	999166	REQ 917284 BONNIE CHILDRESS - EnengineeringInvoice #0095001Automation Support	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	0095001CM	01/01/18	(13,461.00)
EN ENGINEERING LLC	LGE	973333	999166	REQ 917284 BONNIE CHILDRESS - EnengineeringInvoice #0095001Automation Support	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	95001	01/10/18	15,466.52
EN ENGINEERING LLC	LGE	973333	999401	NTE for Magnolia Dehydrator BMS Panel Upgrade on 2 Units. - Z. Thomas	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	99156	04/18/18	4,275.25
EN ENGINEERING LLC	LGE	973333	999401	NTE for Magnolia Dehydrator BMS Panel Upgrade on 2 Units. - Z. Thomas	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	99429	05/02/18	1,329.50
EN ENGINEERING LLC	LGE	973333	999401	NTE for Magnolia Dehydrator BMS Panel Upgrade on 2 Units. - Z. Thomas	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	100575	05/16/18	2,849.00
EN ENGINEERING LLC	LGE	973333	999401	NTE for Magnolia Dehydrator BMS Panel Upgrade on 2 Units. - Z. Thomas	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	100958	05/31/18	1,551.00
EN ENGINEERING LLC	LGE	973333	999401	NTE for Magnolia Dehydrator BMS Panel Upgrade on 2 Units. - Z. Thomas	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	102046	06/14/18	1,289.00
FARMER AND HUMBLE	LGE		107393	REQ 124223 and REQ 134451 / 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	FARMER010118	01/01/18	850.00
FARMER AND HUMBLE	LGE		107393	REQ 124223 and REQ 134451 / 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	FARMER020118	02/01/18	850.00
FARMER AND HUMBLE	LGE		107393	REQ 124223 and REQ 134451 / 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	FARMER030118	03/01/18	850.00
FARMER AND HUMBLE	LGE		107393	REQ 124223 and REQ 134451 / 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	FARMER040118	04/01/18	850.00
FARMER AND HUMBLE	LGE	134435		REQ 145175 / Wessling, Sandra W/ Monthly tax and accounting services; split 50/50 LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER050118	05/01/18	850.00
FARMER AND HUMBLE	LGE	134435		REQ 145175 / Wessling, Sandra W/ Monthly tax and accounting services; split 50/50 LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER060118	06/01/18	850.00
FARMER AND HUMBLE	LGE	134435		REQ 145175 / Wessling, Sandra W/ Monthly tax and accounting services; split 50/50 LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER070118	07/01/18	850.00
FARMER AND HUMBLE	LGE	134435		REQ 145175 / Wessling, Sandra W/ Monthly tax and accounting services; split 50/50 LG&E and KU	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	FARMER080118	08/01/18	850.00
FINANCIAL CONCEPTS & APPLICATIONS INC	LGE	62685	137565	REQ 147446 / Schooler, Judy A / Consulting Services for 2018 Rate Case (Kentucky)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	FINANC073118	07/31/18	4,983.75
FOSSIL CONSULTING SERVICES INC	LGE	869097	1004615	Payment of invoice - Operating procedures for water treatment/coal handling systems at Trimble (Inv# 218031)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	218031	05/23/18	16,780.37
FOSSIL CONSULTING SERVICES INC	LGE		980513	CAP 151115,151116,151117,151118 / COGHILL / TECH SUPPORT SERVICE TO DEVELOP OPERATING PROCEDURES RELATIVE TO CCRT PROJECT	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	218011	02/09/18	8,906.48
FOSSIL CONSULTING SERVICES INC	LGE		980513	CAP 151115,151116,151117,151118 / COGHILL / TECH SUPPORT SERVICE TO DEVELOP OPERATING PROCEDURES RELATIVE TO CCRT PROJECT	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	218011	02/09/18	(3,847.60)
FOSSIL CONSULTING SERVICES INC	LGE		980513	CAP 151115,151116,151117,151118 / COGHILL / TECH SUPPORT SERVICE TO DEVELOP OPERATING PROCEDURES RELATIVE TO CCRT PROJECT	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	218026	04/19/18	26,902.13

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
FOSSIL CONSULTING SERVICES INC	LGE		980513	CAP 151115,151116,151117,151118 / COGHILL / TECH SUPPORT SERVICE TO DEVELOP OPERATING PROCEDURES RELATIVE TO CCRT PROJECT	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	218026	04/19/18	(11,621.72)
FOSSIL CONSULTING SERVICES INC	LGE		980513	CAP 151115,151116,151117,151118 / COGHILL / TECH SUPPORT SERVICE TO DEVELOP OPERATING PROCEDURES RELATIVE TO CCRT PROJECT	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	218032	05/23/18	51,394.92
FOSSIL CONSULTING SERVICES INC	LGE		980513	CAP 151115,151116,151117,151118 / COGHILL / TECH SUPPORT SERVICE TO DEVELOP OPERATING PROCEDURES RELATIVE TO CCRT PROJECT	SOLE SOURCED DOCUMENT	SINGLE SOURCE ITEM OR SERVICE AS DESIGNATED BY PROPONENT	218032	05/23/18	(22,202.61)
FOSSIL CONSULTING SERVICES INC	LGE		987187	WO#6931101 / RAKER / LAB TRAINING MANUALS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	218010	02/08/18	2,751.00
FOSSIL CONSULTING SERVICES INC	LGE		987187	WO#6931101 / RAKER / LAB TRAINING MANUALS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	218017	03/16/18	22,912.80
FOSSIL CONSULTING SERVICES INC	LGE		990081	CAP 153051 / COGHILL / U1 MODIFICATIONS TO TC1 FUEL FIRING SYSTEM	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	218003	01/17/18	12,233.40
FOSSIL CONSULTING SERVICES INC	LGE	869097	996923	Payment of invoice - Operating procedures for water treatment system at Trimble (Inv# 218009)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	218009	02/08/18	3,622.13
FOSSIL CONSULTING SERVICES INC	LGE	869097	996924	Payment of invoice - Operating procedures for water treatment system and plant at Trimble (Inv# 218004)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	218004A	01/17/18	31,806.54
FOSSIL CONSULTING SERVICES INC	LGE						218033	05/25/18	4,911.90
GAI CONSULTANTS INC	LGE	997968	1006261	Payment of Invoice - Professional groundwater monitoring services at Trimble (Inv# 2126073)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	2126073	06/06/18	13,454.00
GANNETT FLEMING VALUATION AND RATE CONSULTANTS LLC	LGE	131093	133230	REQ 144361 CHRISTINA GIVEANS - Contract No. 131093-Depreciation Study-Steam Assets (Invoice # 063789*3289)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	637893289	04/20/18	2,870.00
GANNETT FLEMING VALUATION AND RATE CONSULTANTS LLC	LGE	131093	134403	REQ 145138 CHRISTINA GIVEANS - Contract No. 131093 - Depreciation Study - Steam Assets Invoice No: 063789*3348	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	637893348	05/21/18	1,590.00
GANNETT FLEMING VALUATION AND RATE CONSULTANTS LLC	LGE	131093	135891	REQ 146260 CHRISTINA GIVEANS - Contract No. 131093-Depreciation Study-Steam Assets (Invoice # 063789*3289)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	637893431	06/26/18	3,650.00
GANNETT FLEMING VALUATION AND RATE CONSULTANTS LLC	LGE	131093	136925	REQ 146845 CHRISTINA GIVEANS - Depreciation Study - Steam Assets, Invoice # 063789*3507	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	637893507	07/23/18	3,665.00
HARDY ENGINEERING INC	LGE		1008084	REQ 920768 JOHN LAFOLLETTE - Invoice 2017-459 for Structural Analysis for AT&T antenna upgrade at Grade Lane site	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2017459	12/28/17	11,975.00
HARDY ENGINEERING INC	LGE		1008085	REQ 920791 JOHN LAFOLLETTE - Invoice 2017-0331 for Structural Analysis for AT&T antenna upgrade at Zorn site.	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	2017331	09/15/17	2,800.00
HDR ENGINEERING INC	LGE	118142	1002816	For Madison Substation - 69kV Brkr Repl- EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200124598	06/06/18	2,344.00
HDR ENGINEERING INC	LGE	118142	1002816	For Madison Substation - 69kV Brkr Repl- EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200129920	07/09/18	14,559.40
HDR ENGINEERING INC	LGE	118142	1002827	For Tip Top Substation - 69kV PT Repl- EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200124596	06/06/18	12,351.96
HDR ENGINEERING INC	LGE	118142	1002827	For Tip Top Substation - 69kV PT Repl- EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200129737	07/06/18	8,196.67
HDR ENGINEERING INC	LGE	118142	1003742	pay invoice 1200089581	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200089581	12/04/17	1,751.39
HDR ENGINEERING INC	LKS	118142	124576	FOR PMO SUPPORT - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200097450	01/15/18	2,349.59
HDR ENGINEERING INC	LKS	118142	124576	FOR PMO SUPPORT - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200101988	02/12/18	915.60
HDR ENGINEERING INC	LKS	118142	124576	FOR PMO SUPPORT - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200107431	03/09/18	685.91
HDR ENGINEERING INC	LKS	113755	127603	Jones, Allegra:\ Proposal for Generation Protection System Audit	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200102287	02/13/18	30,053.96
HDR ENGINEERING INC	LKS	113755	129537	As specified by LG&E, HDR will provide qualified labor to identify components of the Generation Systems as identified by NERC FAC-008	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200101907	02/12/18	6,561.49
HDR ENGINEERING INC	LKS	113755	129537	As specified by LG&E, HDR will provide qualified labor to identify components of the Generation Systems as identified by NERC FAC-008	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200107426	03/09/18	7,689.72
HDR ENGINEERING INC	LKS	113755	129537	As specified by LG&E, HDR will provide qualified labor to identify components of the Generation Systems as identified by NERC FAC-008	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200113504	04/11/18	1,493.35
HDR ENGINEERING INC	LKS	128296	131640	REQ 143197 ASHLEY HOWARD - C. Wheeldon-3.12.18/HDR Engineering 1200101914	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200101914	02/12/18	3,002.74
HDR ENGINEERING INC	LKS	128296	134233	REQ 144499 Howard, Ashley MarieC. Wheeldon-4.20.18/HDR Engineering 1200106660/PMO support 2/4/18-3/3/18	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200106660	03/06/18	4,704.92
HDR ENGINEERING INC	LKS	128296	134642	REQ 145294 ASHLEY HOWARD - C. Wheeldon-5.17.18/HDR Engineering 1200118607/PMO support for April 2018	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200118607	05/08/18	5,167.09

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
HDR ENGINEERING INC	LKS	128296	136019	REQ 146319 / Howard, Ashley Marie / C. Wheelodon-6.25.18/HDR Engineering 1200111914/PMO support March 2018	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200111914	04/03/18	3,505.88
HDR ENGINEERING INC	LKS	128296	136022	REQ 146320 / Howard, Ashley Marie / C. Wheelodon-6.25.18/HDR Engineering 1200124093/PMO support May 2018	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200124093	06/04/18	2,282.00
HDR ENGINEERING INC	LGE	964435	973749	For Lyndon South Substation PT Replacement -EPCM Services Work	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	1200098305	01/17/18	5,353.75
HDR ENGINEERING INC	LGE	893646	973749	For Oxmoor Substation UGE Replacement- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200096467	01/11/18	1,298.10
HDR ENGINEERING INC	LGE	893646	973749	For Oxmoor Substation UGE Replacement- EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200102714	02/14/18	1,006.12
HDR ENGINEERING INC	LGE	118142	977421	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200112198	04/04/18	13,804.43
HDR ENGINEERING INC	LGE	118142	977421	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200118327	05/07/18	25,958.49
HDR ENGINEERING INC	LGE	118142	977421	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200124592	06/06/18	22,697.74
HDR ENGINEERING INC	LGE	118142	977421	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200129221	07/03/18	15,971.39
HDR ENGINEERING INC	LGE	118142	990827	For Mud Lane Substation - 69kV PT Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200101909	02/12/18	3,172.00
HDR ENGINEERING INC	LGE	118142	990845	Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200101913	02/12/18	50,389.24
HDR ENGINEERING INC	LGE	118142	990845	For Breckenridge Substation - Cap and Pin Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200107368	03/09/18	15,441.58
HDR ENGINEERING INC	LGE	118142	990845	For Breckenridge Substation - Cap and Pin Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200112205	04/04/18	3,245.50
HDR ENGINEERING INC	LGE	118142	990845	For Breckenridge Substation - Cap and Pin Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200117886	05/03/18	1,928.75
HDR ENGINEERING INC	LGE	118142	990845	For Breckenridge Substation - Cap and Pin Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200124264	06/05/18	3,817.50
HDR ENGINEERING INC	LGE	118142	990846	For Ethel Substation - Cap and Pin Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200101910	02/12/18	32,065.70
HDR ENGINEERING INC	LGE	118142	990846	For Ethel Substation - Cap and Pin Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200107429	03/09/18	9,010.02
HDR ENGINEERING INC	LGE	118142	990846	For Ethel Substation - Cap and Pin Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200112200	04/04/18	15,258.44
HDR ENGINEERING INC	LGE	118142	990846	For Ethel Substation - Cap and Pin Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	12001177696	05/02/18	1,938.24
HDR ENGINEERING INC	LGE	118142	990848	For Stewart Substation - Cap and Pin Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200101911	02/12/18	15,659.49
HDR ENGINEERING INC	LGE	118142	990848	For Stewart Substation - Cap and Pin Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200107428	03/09/18	11,940.26
HDR ENGINEERING INC	LGE	118142	990848	For Stewart Substation - Cap and Pin Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200112193	04/04/18	13,860.65
HDR ENGINEERING INC	LGE	118142	990848	For Stewart Substation - Cap and Pin Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200117698	05/02/18	1,298.00
HDR ENGINEERING INC	LGE	118142	990848	For Stewart Substation - Cap and Pin Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	1200129219	07/03/18	898.50
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	129169	Invoice # 5969 - Engineering Support - Rudy DeWitt Contract Labor for week of 12/4/2017 - 12/17/2017	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	5969	12/21/17	3,329.04
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	129316	Invoice # 5993 - Engineering Support - Rudy DeWitt Contract Labor for week of 12/18/2017 - 12/31/2017	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	5993	01/08/18	1,183.95
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	129877	Invoice # 6020 - Engineering Support - Rudy DeWitt Contract Labor for week of 1/1/2018 - 1/14/2018	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	6020	01/22/18	2,052.18
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	130549	Invoice # 6068 - Engineering Support - Rudy DeWitt Contract Labor for week of 1/1/2018 - 1/14/2018	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	5947	12/11/17	2,052.18
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	130880	Invoice # 6068 - Engineering Support - Rudy DeWitt Contract Labor for week of 1/29/2018 - 2/11/2018	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	6068	02/19/18	2,525.76
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	132182	REQ 143552 MORGAN PFIEFFER - Just Engineering & Inspec Srv. Invoice# 6084. Invoice Date 3/5/18.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6084	03/05/18	2,525.76
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	132183	Time for Rudy Dewitt. REQ 143556 MORGAN PFIEFFER - Just Engineering & Inspec Srv. Invoice# 6043. Invoice Date 2/5/18.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6043	02/05/18	2,525.76
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	132184	Time for Rudy Dewitt. REQ 143557 MORGAN PFIEFFER - Just Engineering & Inspec Srv. Invoice# 6109. Invoice Date 3/19/18.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6109	03/19/18	2,446.83
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	132452	Time for Rudy Dewitt. REQ 143769 MORGAN PFIEFFER - Just Engineering & Inspec Srv Invoice #6143. Invoice date 4/2/18. Time for Rudy Dewitt.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6143	04/02/18	2,525.76

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	133087	REQ 144251 MORGAN PFIEFFER - Just Engineering & Inspec Srv Invoice # 6159. Invoice date 4/16/18. Time for Rudy DeWitt.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6159	04/16/18	1,894.32
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	133548	REQ 144564 MORGAN PFIEFFER - Just Engineering & Inspec Srv. Invoice # 6180. Time for Rudy DeWitt from 4/9/18-4/22/18.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6180	04/30/18	2,999.34
JUST ENGINEERING AND INSPECTION SVCS	LKS	100916	133548	REQ 144564 MORGAN PFIEFFER - Just Engineering & Inspec Srv. Invoice # 6180. Time for Rudy DeWitt from 4/9/18-4/22/18.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6180	04/30/18	47.74
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	134080	REQ 144944 MORGAN PFIEFFER - Just Engineering & Inspec Srv. Invoice #6207. Time for Rudy DeWitt from 4/23/18-5/6/18.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6207	05/14/18	2,525.76
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	134966	REQ 145519 MORGAN PFIEFFER - Just Engineering & Inspec Srv. Invoice # 6230. Time for Rudy DeWitt from 05/07/18-05/20/18.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6230	05/29/18	2,525.76
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	135282	REQ 145815 LINZY MCELWAIN - Just Engineering & Inspection Svc. Invoice # 6249. Time for Rudy DeWitt from 5/21/18-6/3/18.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6249	06/12/18	2,694.15
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	135872	REQ 146222 MORGAN PFIEFFER - Just Engineering & Inspection Srv. Invoice 6266. Time for Rudy DeWitt from 6/4/18-6/17/18.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6266	06/25/18	2,525.76
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	136122	REQ 146420 MORGAN PFIEFFER - Just Engineering & Inspection Services. Invoice 6290. Time for Rudy DeWitt from 06/18/18-07/1/18.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6290	07/09/18	2,525.76
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	136696	REQ 146778 / Pfeiffer, Morgan O / Just Engineering & Inspection Services. Invoice #6301. Time for Rudy DeWitt from 07/02/18-07/15/18.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6301	07/20/18	2,210.04
JUST ENGINEERING AND INSPECTION SVCS	LGE	100916	137941	REQ 147718 MEGAN WILEY - Just Engineering & Inspection Services Invoice# 6364 Covers time period 7/30/18 - 8/12/18 for Rudy DeWitt	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	6364	08/20/18	2,367.90
KATAPULT ENGINEERING INC	LKS	130276	131127	Build and maintain a web based, customer facing pole attachment application portal	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	105066A	05/24/18	8,078.40
KIZAN TECHNOLOGIES LLC	LKS	120051	129158	Hill, Ben// Consulting Services	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	K24653	12/20/17	1,915.20
KIZAN TECHNOLOGIES LLC	LKS	134701	136625	Hill, Ben// Professional services for BI Development	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	K26102	07/03/18	4,368.00
KIZAN TECHNOLOGIES LLC	LKS	134701	137572	Hill, Ben// 2nd half 2018 BI Development	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	K26298	08/02/18	4,914.00
LIGHTRIVER TECHNOLOGIES INC	LKS	95120	134897	REQ 145530 JASON FINN - LightRiver Professional Services OTN Dix-Lex Buildout May 2018(Site Survey, FOC, Design)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	7151A	05/31/18	11,106.64
LINEBACH FUNKHOUSER INC	LGE	946331	1003579	REQ 918669 CONNIE YORK - Linebach-Funkhouser, Inc., - INV 7124 Dated May 10, 2018 - Nate Beckman - For SPCC Certifications, Site Visits and Plan/Figure Updates at South Service Center	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	7124	05/10/18	1,314.64
LINEBACH FUNKHOUSER INC	LGE	946331	1009313	REQ 921455 STEPHEN BEATTY - REQ 921455 \ BEATTY \ St. Helens Ph 2 Environmental, Linebach Funkhouser Inv 7212	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	7212	08/02/18	7,050.00
LINEBACH FUNKHOUSER INC	LGE	946331	997598	REQ 916647 STEVE BEATTY - 916647 \ Beatty \ St Helens Environmental Assessment Linebach Funkhouser Inv 7041	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	7041	03/06/18	2,350.00
MESA ASSOCIATES INC	LGE	118082	1005590	For Ashbottom Substation - Replace Line Relays-	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	137363	07/23/18	4,820.00
MESA ASSOCIATES INC	LKS	118082	639679	EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	133979	04/23/18	1,131.98
MESA ASSOCIATES INC	LKS	118082	639679	For West High Street - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135047	05/21/18	1,351.35
MESA ASSOCIATES INC	LKS	118082	639679	For West High Street - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136397	06/26/18	2,772.90
MESA ASSOCIATES INC	LKS	118082	639679	For West High Street - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	137369	07/23/18	2,347.80
MESA ASSOCIATES INC	LGE	893665	969767	For Appliance Park Substation Line 3873 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127108	11/14/17	205.00
MESA ASSOCIATES INC	LGE	893665	969767	For Appliance Park Substation Line 3873 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	128770	12/18/17	925.00
MESA ASSOCIATES INC	LGE	893665	972490	For Mill Creek Substation Line 3857 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127109	11/14/17	865.00
MESA ASSOCIATES INC	LGE	893665	972503	For Tip Top Substation Line 3856 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127110	11/14/17	155.00
MESA ASSOCIATES INC	LGE	893665	972503	For Tip Top Substation Line 3856 Relay Upgrade - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	128771	12/18/17	450.00
MESA ASSOCIATES INC	LGE	118082	975937	For Knob Creek Substation 138kV Panel 35 Replacement - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127115	11/14/17	312.50
MESA ASSOCIATES INC	LGE	118082	975937	For Knob Creek Substation 138kV Panel 35 Replacement - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	128775	12/18/17	385.00
MESA ASSOCIATES INC	LGE	118082	977423	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	128808	12/18/17	6,783.75
MESA ASSOCIATES INC	LGE	118082	977423	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	130129	01/23/18	2,320.00

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MESA ASSOCIATES INC	LGE	118082	977423	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	131099	02/21/18	1,160.00
MESA ASSOCIATES INC	LGE	118082	977423	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	132468	03/21/18	39,222.59
MESA ASSOCIATES INC	LGE	118082	977423	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	133970	04/23/18	3,416.81
MESA ASSOCIATES INC	LGE	118082	977423	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135036	05/21/18	13,555.00
MESA ASSOCIATES INC	LGE	118082	977423	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136380	06/26/18	52,286.30
MESA ASSOCIATES INC	LGE	118082	977423	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	137351	07/23/18	48,894.97
MESA ASSOCIATES INC	LGE	118082	978023	For Blue Lick Sub DFR Installation - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127144	11/14/17	2,910.00
MESA ASSOCIATES INC	LGE	118082	978023	For Blue Lick Sub DFR Installation - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	130106	01/23/18	240.00
MESA ASSOCIATES INC	LGE	118082	978023	For Blue Lick Sub DFR Installation - EPCM Services Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	131076	02/21/18	2,520.00
MESA ASSOCIATES INC	LGE	118082	978023	For Northside Substation RTU Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	137341	07/23/18	2,845.00
MESA ASSOCIATES INC	LGE	118082	981924	For Northside Substation RTU Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127147	11/14/17	27,265.05
MESA ASSOCIATES INC	LGE	118082	981924	For Fern Valley Substation Relay Upgrade-EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	128789	12/18/17	10,330.00
MESA ASSOCIATES INC	LGE	118082	982149	For Fern Valley Substation Relay Upgrade-EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127154	11/14/17	14,010.00
MESA ASSOCIATES INC	LGE	118082	982149	For Watterson Substation Relay Upgrade-EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	128795	12/18/17	8,155.00
MESA ASSOCIATES INC	LGE	118082	982150	For Watterson Substation Relay Upgrade-EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127153	11/14/17	18,775.00
MESA ASSOCIATES INC	LGE	118082	982150	For Watterson Substation Relay Upgrade-EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	128794	12/18/17	5,760.00
MESA ASSOCIATES INC	LGE	118082	982150	For Watterson Substation Relay Upgrade-EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	130113	01/23/18	160.00
MESA ASSOCIATES INC	LGE	118082	982150	For Watterson Substation Relay Upgrade-EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	131082	02/21/18	3,470.00
MESA ASSOCIATES INC	LGE	118082	982150	For Watterson Substation Relay Upgrade-EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	132449	03/21/18	8,900.00
MESA ASSOCIATES INC	LGE	118082	982150	For Watterson Substation Relay Upgrade-EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	133950	04/23/18	1,535.00
MESA ASSOCIATES INC	LGE	118082	982150	For Watterson Substation Relay Upgrade-EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135016	05/21/18	1,115.00
MESA ASSOCIATES INC	LGE	118082	983104	For Ashby Substation - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127139	11/14/17	18,840.00
MESA ASSOCIATES INC	LGE	118082	983106	For Pleasure Ridge Substation - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127137	11/14/17	19,470.00
MESA ASSOCIATES INC	LGE	118082	983293	For Dixie Substation - Line 3811 Relay upgrage - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127143	11/14/17	4,920.00
MESA ASSOCIATES INC	LGE	118082	983293	For Dixie Substation - Line 3811 Relay upgrage - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	128786	12/18/17	24,625.00
MESA ASSOCIATES INC	LGE	118082	983293	For Dixie Substation - Line 3811 Relay upgrage - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	130105	01/23/18	8,870.00
MESA ASSOCIATES INC	LGE	118082	983293	For Dixie Substation - Line 3811 Relay upgrage - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135014	05/21/18	14,325.00
MESA ASSOCIATES INC	LGE	118082	983293	For Dixie Substation - Line 3811 Relay upgrage - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136363	06/26/18	6,320.00
MESA ASSOCIATES INC	LGE	118082	983295	For Paddy's Run Substation - Line 3811 Relay upgrage - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127142	11/14/17	2,280.00
MESA ASSOCIATES INC	LGE	118082	983295	For Paddy's Run Substation - Line 3811 Relay upgrage - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	128785	12/18/17	15,650.00
MESA ASSOCIATES INC	LGE	118082	983295	For Paddy's Run Substation - Line 3811 Relay upgrage - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	130104	01/23/18	20,200.00
MESA ASSOCIATES INC	LGE	118082	983295	For Paddy's Run Substation - Line 3811 Relay upgrage - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	132447	03/21/18	16,939.06
MESA ASSOCIATES INC	LGE	118082	983295	For Paddy's Run Substation - Line 3811 Relay upgrage - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	133949	04/23/18	11,727.50
MESA ASSOCIATES INC	LGE	118082	983295	For Paddy's Run Substation - Line 3811 Relay upgrage - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135013	05/21/18	24,274.45
MESA ASSOCIATES INC	LGE	118082	983295	For Paddy's Run Substation - Line 3811 Relay upgrage - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136362	06/26/18	3,160.00
MESA ASSOCIATES INC	LGE	118082	983477	For Blue Lick RTU Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127145	11/14/17	6,290.00
MESA ASSOCIATES INC	LGE	118082	983477	For Blue Lick RTU Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	128787	12/18/17	16,215.00
MESA ASSOCIATES INC	LGE	118082	983477	For Blue Lick RTU Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	130107	01/23/18	6,186.20
MESA ASSOCIATES INC	LGE	118082	983477	For Blue Lick RTU Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	131077	02/21/18	3,900.00

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MESA ASSOCIATES INC	LGE	118082	984981	For Mill Creek Substation - RTU Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	128791	12/18/17	239.02
MESA ASSOCIATES INC	LGE	118082	985593	For Middletown Substation - 69KV RTU Replacement- EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127146	11/14/17	10,460.00
MESA ASSOCIATES INC	LGE	118082	985593	For Middletown Substation - 69KV RTU Replacement- EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	128788	12/18/17	12,265.00
MESA ASSOCIATES INC	LGE	118082	985593	For Middletown Substation - 69KV RTU Replacement- EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	130108	01/23/18	16,615.00
MESA ASSOCIATES INC	LGE	118082	985593	For Middletown Substation - 69KV RTU Replacement- EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	131078	02/21/18	12,050.00
MESA ASSOCIATES INC	LGE	118082	988318	For TC-CF-MT Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	127157	11/14/17	13,279.93
MESA ASSOCIATES INC	LGE	118082	988318	For TC-CF-MT Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	128798	12/18/17	37,552.50
MESA ASSOCIATES INC	LGE	118082	988318	For TC-CF-MT Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	130116	01/23/18	35,261.53
MESA ASSOCIATES INC	LGE	118082	988318	For TC-CF-MT Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	131084	02/21/18	64,940.00
MESA ASSOCIATES INC	LGE	118082	988318	For TC-CF-MT Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	132451	03/21/18	56,382.50
MESA ASSOCIATES INC	LGE	118082	988318	For TC-CF-MT Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	133951	04/23/18	13,220.00
MESA ASSOCIATES INC	LGE	118082	988318	For TC-CF-MT Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135018	05/21/18	5,250.00
MESA ASSOCIATES INC	LGE	118082	988318	For TC-CF-MT Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136366	06/26/18	3,890.00
MESA ASSOCIATES INC	LGE	118082	988318	For TC-CF-MT Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	137342	07/23/18	5,640.00
MESA ASSOCIATES INC	LGE	118082	989871	For Smyrna Substation - ML-SY-FM Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	128799	12/18/17	8,297.50
MESA ASSOCIATES INC	LGE	118082	989871	For Smyrna Substation - ML-SY-FM Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	130117	01/23/18	16,702.50
MESA ASSOCIATES INC	LGE	118082	989871	For Smyrna Substation - ML-SY-FM Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	131085	02/21/18	37,727.50
MESA ASSOCIATES INC	LGE	118082	989871	For Smyrna Substation - ML-SY-FM Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	132452	03/21/18	22,872.50
MESA ASSOCIATES INC	LGE	118082	989871	For Smyrna Substation - ML-SY-FM Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	133952	04/23/18	76,970.00
MESA ASSOCIATES INC	LGE	118082	989871	For Smyrna Substation - ML-SY-FM Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135019	05/21/18	36,250.00
MESA ASSOCIATES INC	LGE	118082	989871	For Smyrna Substation - ML-SY-FM Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136367	06/26/18	22,012.50
MESA ASSOCIATES INC	LGE	118082	989871	For Smyrna Substation - ML-SY-FM Breaker Addition - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	137343	07/23/18	150.00
MESA ASSOCIATES INC	LGE	118082	990669	For Centerfield Substation -RTU Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	130121	01/23/18	8,580.00
MESA ASSOCIATES INC	LGE	118082	990669	For Centerfield Substation -RTU Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	131089	02/21/18	21,397.50
MESA ASSOCIATES INC	LGE	118082	990669	For Centerfield Substation -RTU Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	132457	03/21/18	7,692.50
MESA ASSOCIATES INC	LGE	118082	990669	For Centerfield Substation -RTU Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	133958	04/23/18	3,415.00
MESA ASSOCIATES INC	LGE	118082	990669	For Centerfield Substation -RTU Replacement - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135025	05/21/18	2,437.50
MESA ASSOCIATES INC	LGE	118082	991335	For Aiken 69kV Breaker Replacement AK-6658 - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	130120	01/23/18	3,920.00
MESA ASSOCIATES INC	LGE	118082	991335	For Aiken 69kV Breaker Replacement AK-6658 - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	131088	02/21/18	14,462.75
MESA ASSOCIATES INC	LGE	118082	991335	For Aiken 69kV Breaker Replacement AK-6658 - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	132456	03/21/18	11,332.50
MESA ASSOCIATES INC	LGE	118082	991335	For Aiken 69kV Breaker Replacement AK-6658 - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	133957	04/23/18	6,750.00
MESA ASSOCIATES INC	LGE	118082	991335	For Aiken 69kV Breaker Replacement AK-6658 - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135024	05/21/18	11,040.00
MESA ASSOCIATES INC	LGE	118082	991335	For Aiken 69kV Breaker Replacement AK-6658 - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136372	06/26/18	9,790.00
MESA ASSOCIATES INC	LGE	118082	991335	For Aiken 69kV Breaker Replacement AK-6658 - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	137346	07/23/18	13,410.00
MESA ASSOCIATES INC	LGE	118082	992548	For PRLY-Algonquin-Magazine Substation - 6646 Relay Repl - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	131096	02/21/18	67,065.00
MESA ASSOCIATES INC	LGE	118082	992548	For PRLY-Algonquin-Magazine Substation - 6646 Relay Repl - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	132464	03/21/18	24,252.50

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MESA ASSOCIATES INC	LGE	118082	992548	For PRLY-Algonquin-Magazine Substation - 6646 Relay Repl - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	133966	04/23/18	20,085.00
MESA ASSOCIATES INC	LGE	118082	992548	For PRLY-Algonquin-Magazine Substation - 6646 Relay Repl - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136032	05/21/18	5,070.00
MESA ASSOCIATES INC	LGE	118082	992548	For PRLY-Algonquin-Magazine Substation - 6646 Relay Repl - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136376	06/26/18	5,440.00
MESA ASSOCIATES INC	LGE	118082	992548	For PRLY-Algonquin-Magazine Substation - 6646 Relay Repl - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	137348	07/23/18	7,145.00
MESA ASSOCIATES INC	LGE	118082	995171	Upgr - EPCM Service Work For Aiken-Oxmoor - PRLY AK-OX Line 6650 Relay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	132455	03/21/18	48,124.35
MESA ASSOCIATES INC	LGE	118082	995171	Upgr - EPCM Service Work For Aiken-Oxmoor - PRLY AK-OX Line 6650 Relay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	133956	04/23/18	36,262.50
MESA ASSOCIATES INC	LGE	118082	995171	Upgr - EPCM Service Work For Aiken-Oxmoor - PRLY AK-OX Line 6650 Relay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135023	05/21/18	34,935.00
MESA ASSOCIATES INC	LGE	118082	995171	Upgr - EPCM Service Work For Aiken-Oxmoor - PRLY AK-OX Line 6650 Relay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136371	06/26/18	7,170.00
MESA ASSOCIATES INC	LGE	118082	995174	Upgr - EPCM Service Work For Aiken-Middletown - PRLY AK-MT Line 6657 Relay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	131098	02/21/18	11,663.26
MESA ASSOCIATES INC	LGE	118082	995174	Upgr - EPCM Service Work For Aiken-Middletown - PRLY AK-MT Line 6657 Relay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	132467	03/21/18	30,785.00
MESA ASSOCIATES INC	LGE	118082	995174	Upgr - EPCM Service Work For Aiken-Middletown - PRLY AK-MT Line 6657 Relay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	133969	04/23/18	27,575.00
MESA ASSOCIATES INC	LGE	118082	995174	Upgr - EPCM Service Work For Aiken-Middletown - PRLY AK-MT Line 6657 Relay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135035	05/21/18	21,195.00
MESA ASSOCIATES INC	LGE	118082	995174	Upgr - EPCM Service Work For Aiken-Middletown - PRLY AK-MT Line 6657 Relay	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136378	06/26/18	29,425.00
MESA ASSOCIATES INC	LGE	118082	995174	Upgr - EPCM Service Work For Mill Creek Substation - RTU Replacement Phase 2-	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	137349	07/23/18	8,722.50
MESA ASSOCIATES INC	LGE	118082	996573	EPCM Service Work For Mill Creek Substation - RTU Replacement Phase 2-	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	132470	03/21/18	12,870.26
MESA ASSOCIATES INC	LGE	118082	996573	EPCM Service Work For Mill Creek Substation - RTU Replacement Phase 2-	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	133972	04/23/18	22,015.00
MESA ASSOCIATES INC	LGE	118082	996573	EPCM Service Work For Mill Creek Substation - RTU Replacement Phase 2-	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135038	05/21/18	13,200.00
MESA ASSOCIATES INC	LGE	118082	996573	EPCM Service Work For Mud Lane Substation - 69 kV PT Replac- EPCM	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136382	06/26/18	8,580.00
MESA ASSOCIATES INC	LGE	118082	999501	Service Work For Mud Lane Substation - 69 kV PT Replac- EPCM	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	135039	05/21/18	13,742.50
MESA ASSOCIATES INC	LGE	118082	999501	Service Work For Mud Lane Substation - 69 kV PT Replac- EPCM	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	136384	06/26/18	13,507.50
MESA ASSOCIATES INC	LGE	118082	999501	Service Work For Mud Lane Substation - 69 kV PT Replac- EPCM	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	137352	07/23/18	2,490.00
MICROBAC LABORATORIES INC	LGE	951279	1001135	PAYMENT OF INVOICE MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EABD00786	04/17/18	127.00
MICROBAC LABORATORIES INC	LGE		1001250	REQ 917972/ Hughes, Rashed/ Microbac Pay Invoice: EABD00698 (April 2018) Testing for 6661 Dixie Hwy/ DELIVER TO- ASC	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EABD00698	04/13/18	75.00
MICROBAC LABORATORIES INC	LGE		1001252	REQ 917974/ Hughes, Rashed/ Microbac Pay Invoice: EABD00699 (April 2018) Testing for Cane Run/ DELIVER TO- ASC	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EABD00699	04/13/18	148.00
MICROBAC LABORATORIES INC	LGE		1001421	Invoice: EA7J01123/ Testing for Watterson Trail	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA7J01123	10/25/17	145.00
MICROBAC LABORATORIES INC	LGE		1001422	REQ 918086 RASHEL HUGHES - Microbac/ Pay Invoice: EA7C00834/ Testing for Billtown Rd	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA7C00834	03/16/17	73.50
MICROBAC LABORATORIES INC	LGE		1001698	REQ 918116 NATOSHIA STEGNER - Microbac - Payment for invoice CA8D01045 dated 04/17/2018 - Gas sample analysis	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	CA8D01045	04/17/18	2,880.60
MICROBAC LABORATORIES INC	LGE		1001700	REQ 918176 NATOSHIA STEGNER - Microbac - Payment for invoice CA8D01457 dated 04/25/2017for gas samples/analysis	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	CA8D01457	04/25/18	874.50
MICROBAC LABORATORIES INC	LGE	951279	1002158	MICROBAC - MILL CREEK TESTING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EABD01077	04/25/18	200.50
MICROBAC LABORATORIES INC	LGE	951279	1002158	MICROBAC - MILL CREEK TESTING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EABF00481	06/12/18	1,587.00
MICROBAC LABORATORIES INC	LGE	951279	1002158	MICROBAC - MILL CREEK TESTING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EABF01417	06/29/18	5,001.75
MICROBAC LABORATORIES INC	LGE	951279	1002158	MICROBAC - MILL CREEK TESTING	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EABH00847	08/21/18	998.00
MICROBAC LABORATORIES INC	LGE	951279	1003291	REQ 918830 JACQUE WALLACE - Invoice Payment Microbac, Invoice #EA8E00722, Project ILI4385, Task ILICALVARY, Sample Testing Analysis	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8E00722	05/15/18	66.50
MICROBAC LABORATORIES INC	LGE	951279	1003292	REQ 918832 JACQUE WALLACE - Invoice Payment Microbac, Invoice #EA8E00446, Project ILI4385, Task ILICENTER20, Sample Testing,	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8E00446	05/10/18	932.00
MICROBAC LABORATORIES INC	LGE	951279	1003464	PAYMENT OF INVOICE MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8E00838	05/17/18	127.00

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
MICROBAC LABORATORIES INC	LGE		1003533	REQ 918941 / Hughes, Rashel / Microbac/ Pay Invoice: EA8D01029/ Testing for Pipeline Integrity	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8D01029	04/24/18	75.00
MICROBAC LABORATORIES INC	LGE	951279	1003997	REQ 919082 RASHEL HUGHES - Microbac/ Pay Invoice: EA8C01277 (Stanley Gault Pkwy)/ Testing for Gas Construction	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8C01277	03/28/18	73.00
MICROBAC LABORATORIES INC	LGE	951279	1003998	REQ 919083 RASHEL HUGHES - Microbac/ Pay Invoice: EA8E00541/ Testing for Eminence	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8E00541	05/11/18	148.00
MICROBAC LABORATORIES INC	LGE	951279	1003999	REQ 919084 RASHEL HUGHES - Microbac/ Pay Invoice: EA8E00542 (Bertie @ Thompson)/ Testing for Bertie & Delmont	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8E00542	05/11/18	148.00
MICROBAC LABORATORIES INC	LGE	951279	1004080	REQ 919136 / Stegner, Natoshia Renee / Microbac - Payment for invoice CA8E00921 dated for 05/16/2018 for gas sample work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	CA8E00921	05/16/18	1,020.25
MICROBAC LABORATORIES INC	LGE	951279	1004081	REQ 919137 / Stegner, Natoshia Renee / Microbac - Payment for invoice CA8E00914 dated for 05/16/2018 for gas sample work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	CA8E00914	05/16/18	874.50
MICROBAC LABORATORIES INC	LGE	951279	1004082	REQ 919138 / Stegner, Natoshia Renee / Microbac - Payment for invoice CA8E00612 dated for 05/11/2018 for gas sample work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	CA8E00612	05/11/18	1,457.50
MICROBAC LABORATORIES INC	LGE	951279	1004365	REQ 919266 JACQUE WALLACE - Invoice Payment Microbac, Invoice #EA8E00840, Project ILI4385, Task ILICALVARY, Sample Testing	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8E00840	05/17/18	539.50
MICROBAC LABORATORIES INC	LGE	951279	1005053	REQ 919564 LISA BROWN - D.Williams - 6/8/18 - Microbac - Inv# EA8D00865 - Aiken Sub 1092	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8D00865	04/19/18	75.00
MICROBAC LABORATORIES INC	LGE	951279	1005187	LOUISVILLE - 4/16/18	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8F00302	06/07/18	132.00
MICROBAC LABORATORIES INC	LGE	951279	1005335	PAYMENT OF INVOICE MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8E01437	05/31/18	109.50
MICROBAC LABORATORIES INC	LGE	951279	1005335	REQ 919688 TRACY RANKIN - Microbac - INV. EA8F00299/EA8E01437 - Payment	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8F00299	06/07/18	238.50
MICROBAC LABORATORIES INC	LGE	951279	1005399	REQ 919688 TRACY RANKIN - Microbac - INV. EA8F00299/EA8E01437 - Payment	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8E01172	05/25/18	75.00
MICROBAC LABORATORIES INC	LGE	951279	1005400	REQ 919704 RASHEL HUGHES - Microbac/ Pay Invoice: EA8E01172 (May 2018)/ Testing for E-Town Station	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8F00410	06/08/18	75.00
MICROBAC LABORATORIES INC	LGE	951279	1005884	REQ 919700 RASHEL HUGHES - Microbac/ Pay Invoice: EA8F00410 (June 2018)/ Testing for Gas Construction	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8C00688	03/15/18	433.00
MICROBAC LABORATORIES INC	LGE	951279	1006139	REQ 919949 JACQUE WALLACE - Invoice Payment Microbac, Invoice Ea8C00688, Project 114868, Task ADMIN, Testing	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA7E01367	05/25/17	110.25
MICROBAC LABORATORIES INC	LGE	951279	1006464	REQ 920064 LISA BROWN - D.Williams - 6/22/18 - Microbac - Invoice EA7E01367 - Stanford Danville Storeroom - 5/22/18	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8F01035	06/22/18	1,274.00
MICROBAC LABORATORIES INC	LGE	951279	1006548	PAYMENT OF INVOICE MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	CA8F01014	06/18/18	437.25
MICROBAC LABORATORIES INC	LGE	951279	1006548	REQ 920252 NATOSHIA STEGNER - Microbac Payment for InvoiceS CA8F01014, CA8F01015, CA8F01350, CA8F01351	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	CA8F01015	06/18/18	1,311.75
MICROBAC LABORATORIES INC	LGE	951279	1006548	REQ 920252 NATOSHIA STEGNER - Microbac Payment for InvoiceS CA8F01014, CA8F01015, CA8F01350, CA8F01351	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	CA8F01350	06/22/18	2,332.00
MICROBAC LABORATORIES INC	LGE	951279	1006548	REQ 920252 NATOSHIA STEGNER - Microbac Payment for InvoiceS CA8F01014, CA8F01015, CA8F01350, CA8F01351	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	CA8F01351	06/22/18	2,332.00
MICROBAC LABORATORIES INC	LGE	951279	1006566	REQ 920264 RASHEL HUGHES - Microbac- CPA: 951279/ Pay Invoice: EA8F01306 (June 2018)/ Testing for Sypris Technologies	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8F01306	06/27/18	75.00
MICROBAC LABORATORIES INC	LGE	951279	1006656	REQ 920264 RASHEL HUGHES - Microbac- CPA: 951279/ Pay Invoice: EA8F01306 (June 2018)/ Testing for Sypris Technologies	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8F00480	06/12/18	1,587.00
MICROBAC LABORATORIES INC	LGE	951279	1006693	REQ 920312 DEREK CARR - DEREK CARR - MICROBAC SAMPLE TESTING, Invoice Number: EA8G00065 - 7/2/18	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8G00065	07/02/18	294.00
MICROBAC LABORATORIES INC	LGE	951279	1006695	REQ 920324 RASHEL HUGHES - Microbac- CPA: 951279/ Pay Invoices: EA8F01308 & EA8F01307/ Testing for System Regulation	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EABF01307	06/27/18	75.00
MICROBAC LABORATORIES INC	LGE	951279	1006695	REQ 920324 RASHEL HUGHES - Microbac- CPA: 951279/ Pay Invoices: EA8F01308 & EA8F01307/ Testing for System Regulation	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EABF01308	06/27/18	75.00
MICROBAC LABORATORIES INC	LGE	951279	1007944	REQ 920822 ROBIN CHACKO - Microbac PCB Oil Testing; Per Invoice # EA7K01035	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA7K01035	11/22/17	1,128.17

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
MICROBAC LABORATORIES INC	LGE	951279	1008039	REQ 920793 NATOSHIA STEGNER - Microbac Payment for Invoices CA8G00306, CA8F01670, AND CA8G00014	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	CA8G00306	07/09/18	1,457.50
MICROBAC LABORATORIES INC	LGE	951279	1008565	REQ 921118/ Hughes, Rasha/ Microbac- Pay Invoice: EA8G00146 (June 2018) Testing for LaGrange Lucas/ CPA 951279	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8G00146	07/03/18	148.00
MICROBAC LABORATORIES INC	LGE	951279	1008700	REQ 921175/ Rankin, Tracy/ Microbac - INV. EA8601115-payment/ DELIVER TO- GAS,MUL/ CPA 951279	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8G01115	07/25/18	148.00
MICROBAC LABORATORIES INC	LGE	951279	1008755	REQ 921112 JACQUE WALLACE - Microbac Invoice #EA8G01121, Project 155677, Task INVEST, Sample Testing	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8G01121	07/25/18	148.00
MICROBAC LABORATORIES INC	LGE	951279	1008917	REQ 921303 JACQUE WALLACE - Microbac Invoice #EA8G01287, Project ILI4385, Task ILICALVARY, Sample Testing	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8G01287	07/31/18	75.00
MICROBAC LABORATORIES INC	LGE	951279	1009010	REQ 921336 JACQUE WALLACE - Microbac Invoice EA8G00196, Project ILI4385, Task ILIMULDPIC, Sample Testing	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8G00196	07/05/18	402.00
MICROBAC LABORATORIES INC	LGE	951279	1009012	REQ 921337 JACQUE WALLACE - Microbac Invoice EA8G01300, Project ILI4385, Task ILICALVARY, Sample Testing	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8G01300	07/31/18	69.50
MICROBAC LABORATORIES INC	LGE	951279	1009227	REQ 921452 RASHEL HUGHES - Microbac- CPA: 951279/ Pay Invoice: EA8G01289 (July 2018)/ Testing for 4916 Dixie Hwy	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8G01289	07/31/18	148.00
MICROBAC LABORATORIES INC	LGE	951279	1009228	REQ 921448 RASHEL HUGHES - Microbac- CPA: 951279/ Pay Invoice: EA8H00066 (July 2018)/ Testing for E-Town 2	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8H00066	08/01/18	148.00
MICROBAC LABORATORIES INC	LGE	951279	1009229	REQ 921449 RASHEL HUGHES -Microbac- CPA: 951279/ Pay Invoice: EA8H00067 (July 2018)/ Testing for LRAA Airport Job	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8H00067	08/01/18	148.00
MICROBAC LABORATORIES INC	LGE	951279	1009355	REQ 921494 JACQUE WALLACE - Microbac Invoice #EA8H00269, Project ILI4385, Task ILICALVARY, Sample Testing	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8H00269	08/07/18	277.00
MICROBAC LABORATORIES INC	LGE	951279	1009532	REQ 921515 NATOSHIA STEGNER - Microbac - Payment for invoice CA8G01842 - Analysis for Gas samples	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	CA8G01842	07/27/18	2,186.25
MICROBAC LABORATORIES INC	LGE	951279	1009597	REQ 921594 RASHEL HUGHES - Microbac- CPA: 951279/ Pay Invoice: EA8H00209 (July 2018)/ Testing for Old New Cut	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8H00209	08/03/18	148.00
MICROBAC LABORATORIES INC	LGE	951279	1011012	PAYMENT OF INVOICE MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8H01086	08/28/18	127.00
MICROBAC LABORATORIES INC	LGE	970783		2017 ANNUAL / RAKER / 2017 TRIMBLE COUNTY STATION WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA7H01069	08/23/17	610.00
MICROBAC LABORATORIES INC	LGE	970783		2017 ANNUAL / RAKER / 2017 TRIMBLE COUNTY STATION WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00413	02/12/18	610.00
MICROBAC LABORATORIES INC	LGE	991991		2017 ANNUAL / RAKER / 2018 TRIMBLE COUNTY STATION WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA7G00992	07/20/17	983.50
MICROBAC LABORATORIES INC	LGE	991991		2017 ANNUAL / RAKER / 2018 TRIMBLE COUNTY STATION WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA7J00107	10/03/17	1,512.00
MICROBAC LABORATORIES INC	LGE	991991		2017 ANNUAL / RAKER / 2018 TRIMBLE COUNTY STATION WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00077	02/01/18	31.00
MICROBAC LABORATORIES INC	LGE	991991		2017 ANNUAL / RAKER / 2018 TRIMBLE COUNTY STATION WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00433	02/13/18	31.00
MICROBAC LABORATORIES INC	LGE	991991		2017 ANNUAL / RAKER / 2018 TRIMBLE COUNTY STATION WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8C01197	03/27/18	32.00
MICROBAC LABORATORIES INC	LGE	991991		2017 ANNUAL / RAKER / 2018 TRIMBLE COUNTY STATION WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8E01282	05/29/18	298.00
MICROBAC LABORATORIES INC	LGE	991991		2017 ANNUAL / RAKER / 2018 TRIMBLE COUNTY STATION WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8E01392	05/30/18	32.00
MICROBAC LABORATORIES INC	LGE	991991		2017 ANNUAL / RAKER / 2018 TRIMBLE COUNTY STATION WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8F00419	06/11/18	610.00
MICROBAC LABORATORIES INC	LGE	991991		2017 ANNUAL / RAKER / 2018 TRIMBLE COUNTY STATION WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8F00773	06/19/18	298.00
MICROBAC LABORATORIES INC	LGE	991991		2017 ANNUAL / RAKER / 2018 TRIMBLE COUNTY STATION WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8G00675	07/17/18	298.00
MICROBAC LABORATORIES INC	LGE	991991		2017 ANNUAL / RAKER / 2018 TRIMBLE COUNTY STATION WATER ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8H00948	08/23/18	298.00
MICROBAC LABORATORIES INC	LGE	992149		2018 ANNUAL / FEIDER / 2018 NATURAL GAS SAMPLE ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	CA8B00884	02/19/18	235.00
MICROBAC LABORATORIES INC	LGE	992149		2018 ANNUAL / FEIDER / 2018 NATURAL GAS SAMPLE ANALYSIS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	CA8H00355	08/07/18	295.00

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
MICROBAC LABORATORIES INC	LGE	951279	992596	REQ 914409 NATOSHIA STEGNER - Microbac Payment for Invoices CA7K01832, CA7L00397, CA7L00950GAS SAMPLES/ANALYSIS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	CA7K01832	11/29/17	7,594.75
MICROBAC LABORATORIES INC	LGE	951279	992596	REQ 914409 NATOSHIA STEGNER - Microbac Payment for Invoices CA7K01832, CA7L00397, CA7L00950GAS SAMPLES/ANALYSIS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	CA7L00397	12/12/17	4,955.50
MICROBAC LABORATORIES INC	LGE	951279	992596	REQ 914409 NATOSHIA STEGNER - Microbac Payment for Invoices CA7K01832, CA7L00397, CA7L00950GAS SAMPLES/ANALYSIS	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	CA7L00950	12/20/17	6,413.00
MICROBAC LABORATORIES INC	LGE	951279	992984	PAYMENT OF INVOICE MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA7L01180	12/28/17	97.30
MICROBAC LABORATORIES INC	LGE	951279	993088	PAYMENT OF INVOICE MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA7L00420	12/11/17	1,272.00
MICROBAC LABORATORIES INC	LGE	951279	993144	REQ 914708 RASHEL HUGHES - Microbac/ Pay Invoice: EA7L00620 (325 W. Ormsby)/ Testing for Main Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA7L00620	12/14/17	109.25
MICROBAC LABORATORIES INC	LGE	951279	993343	REQ 914805 JACQUE WALLACE - Invoice payment MICROBAC EA7J01261 155855/Invest	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA7J01261	10/27/17	73.50
MICROBAC LABORATORIES INC	LGE	951279	994168	REQ 915225 RASHEL HUGHES - Microbac/ Pay Invoices: EA8A00634, EA8A00633, EA8A00632/ Testing for Main Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8A00632	01/16/18	93.25
MICROBAC LABORATORIES INC	LGE	951279	994168	REQ 915225 RASHEL HUGHES - Microbac/ Pay Invoices: EA8A00634, EA8A00633, EA8A00632/ Testing for Main Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8A00633	01/16/18	93.25
MICROBAC LABORATORIES INC	LGE	951279	994168	REQ 915231 RASHEL HUGHES - Microbac/ Pay Invoice: EA8A00120 (23rd & St. Louis)/ Testing for System Regulation	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8A00120	01/03/18	73.50
MICROBAC LABORATORIES INC	LGE	951279	995911	REQ 915943/ Hughes, Rashed/ Microbac Pay Invoices: EA8A01124, EA8A01122, EA8A01123 Testing for Main Replacement/ DELIVER TO- ASC	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8A01122	01/30/18	111.50
MICROBAC LABORATORIES INC	LGE	951279	995911	REQ 915943/ Hughes, Rashed/ Microbac Pay Invoices: EA8A01124, EA8A01122, EA8A01123 Testing for Main Replacement/ DELIVER TO- ASC	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8A01123	01/30/18	111.50
MICROBAC LABORATORIES INC	LGE	951279	995911	REQ 915943/ Hughes, Rashed/ Microbac Pay Invoices: EA8A01124, EA8A01122, EA8A01123 Testing for Main Replacement/ DELIVER TO- ASC	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8A01124	01/30/18	111.50
MICROBAC LABORATORIES INC	LGE	951279	996096	REQ 916041/ Beatty, Stephen A/ 916041 PCB Wipes Preston Project Various Invoices/ CPA 951279	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00217	02/06/18	148.00
MICROBAC LABORATORIES INC	LGE	951279	996096	REQ 916041/ Beatty, Stephen A/ 916041 PCB Wipes Preston Project Various Invoices/ CPA 951279	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00317	02/08/18	73.00
MICROBAC LABORATORIES INC	LGE	951279	996096	REQ 916041/ Beatty, Stephen A/ 916041 PCB Wipes Preston Project Various Invoices/ CPA 951279	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00488	02/14/18	75.00
MICROBAC LABORATORIES INC	LGE	951279	996306	REQ 916134/ Beatty, Stephen A/ PCB Wipe Microbac Inv EA8B00643/ CPA 951279	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00643	02/16/18	129.75
MICROBAC LABORATORIES INC	LGE	951279	996380	REQ 916141/ Beatty, Stephen A/ PCB Wipe Microbac Inv EA8B00657/ CPA 951279	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00657	02/16/18	75.00
MICROBAC LABORATORIES INC	LGE	951279	996834	REQ 916105 NATOSHIA STEGNER - Microbac Payment for Invoice CA8B00494 Dated 02/12/2018 Doe Run January Sample	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	CA8B00494	02/12/18	4,135.10
MICROBAC LABORATORIES INC	LGE	951279	996903	REQ 916355 RASHEL HUGHES - Microbac/ Pay Invoices: EA8B00828, EA8B00660/ Testing for Belmont & Bardstown	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00660	02/16/18	221.00
MICROBAC LABORATORIES INC	LGE	951279	996903	REQ 916355 RASHEL HUGHES - Microbac/ Pay Invoices: EA8B00828, EA8B00660/ Testing for Belmont & Bardstown	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00828	02/21/18	75.00
MICROBAC LABORATORIES INC	LGE	951279	996905	REQ 916356 RASHEL HUGHES - Microbac/ Pay Invoices: EA8B00989, EA8B00990, EA8B00991, EA8B00992/ Testing for Main Replacement	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00989	02/23/18	129.75
MICROBAC LABORATORIES INC	LGE	951279	996905	REQ 916356 RASHEL HUGHES - Microbac/ Pay Invoices: EA8B00989, EA8B00990, EA8B00991, EA8B00992/ Testing for Main Replacement	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00990	02/23/18	129.75
MICROBAC LABORATORIES INC	LGE	951279	996905	REQ 916356 RASHEL HUGHES - Microbac/ Pay Invoices: EA8B00989, EA8B00990, EA8B00991, EA8B00992/ Testing for Main Replacement	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00991	02/23/18	129.75
MICROBAC LABORATORIES INC	LGE	951279	996905	REQ 916356 RASHEL HUGHES - Microbac/ Pay Invoices: EA8B00989, EA8B00990, EA8B00991, EA8B00992/ Testing for Main Replacement	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00992	02/23/18	129.75

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MICROBAC LABORATORIES INC	LGE		996906	REQ 916357 RASHEL HUGHES - Microbac/ Pay Invoice: EA8B00993, EA8B00994, EA8B00995/ Testing for Main Replacement	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00993	02/23/18	129.75
MICROBAC LABORATORIES INC	LGE		996906	REQ 916357 RASHEL HUGHES - Microbac/ Pay Invoice: EA8B00993, EA8B00994, EA8B00995/ Testing for Main Replacement	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00994	02/23/18	129.75
MICROBAC LABORATORIES INC	LGE		996906	REQ 916357 RASHEL HUGHES - Microbac/ Pay Invoice: EA8B00993, EA8B00994, EA8B00995/ Testing for Main Replacement	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B00995	02/23/18	129.75
MICROBAC LABORATORIES INC	LGE		997028	WQENVIRTEST MCLAB - testing for lab - 2 WAY BARNES	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8C00271	03/06/18	334.00
MICROBAC LABORATORIES INC	LGE		997533	REQ 916625 RASHEL HUGHES - Microbac/ Pay Invoice: EA8B01153 (40th & Grand)/ Testing for System Regulation	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B01153	02/28/18	148.00
MICROBAC LABORATORIES INC	LGE		997534	REQ 916626 RASHLE HUGHES - Microbac/ Pay Invoices: EA8B01151, EA8B01152/ Testing for Main Replacement	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B01151	02/28/18	129.75
MICROBAC LABORATORIES INC	LGE		997534	REQ 916626 RASHLE HUGHES - Microbac/ Pay Invoices: EA8B01151, EA8B01152/ Testing for Main Replacement	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8B01152	02/28/18	129.75
MICROBAC LABORATORIES INC	LGE	951279	998067	PAYMENT OF INVOICE MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8C00479	03/09/18	127.00
MICROBAC LABORATORIES INC	LGE	951279	998362	REQ 916949 JACQUE WALLACE - Invoice Payment Microbac, Inv. #EA8C00580, Project #ILJ4385 Task ILICALVARY, Testing 9 Samples.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8C00580	03/13/18	2,547.00
MICROBAC LABORATORIES INC	LGE		998727	REQ 917125 RASHEL HUGHES - Microbac/ Pay Invoice: EA8C00313 (Feb. 2018)/ Testing for 40th & Grand	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8C00313	03/07/18	93.25
MICROBAC LABORATORIES INC	LGE		998729	REQ 917126 RASHEL HUGHES - Microbac/ Pay Invoice: EA8C00314 (Garvin & Oak)/ Testing for Main Replacement	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8C00314	03/07/18	93.25
MICROBAC LABORATORIES INC	LGE		999197	REQ 917254 NATOSHIA STEGNER - Microbac Payment for Invoice CA8C00572 dated 03/13/2018 for February Dose Run Sample - Ryan Simpson	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	CA8C00572	03/13/18	4,367.40
MICROBAC LABORATORIES INC	LGE	951279	999293	PAYMENT OF INVOICE MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8C00960	03/21/18	1,272.00
MICROBAC LABORATORIES INC	LGE	951279	999547	PAYMENT OF INVOICE MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8C01255	03/28/18	125.00
MICROBAC LABORATORIES INC	LGE	951279	999548	PAYMENT OF INVOICE MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8C01332	03/29/18	89.00
MICROBAC LABORATORIES INC	LGE		999807	REQ 917503/ Hughes, Rashed/ Microbac Pay Invoice: EA8C01276 (March 2018) Testing for Beech and Kramers/ DELIVER TO- ASC	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	EA8C01276	03/28/18	75.00
MICROBAC LABORATORIES INC	LGE	951279	999836	PAYMENT OF INVOICE MICROBAC LABORATORIES	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	EA8D00247	04/04/18	220.75
MJT ENGINEERING SERVICES LLC	LKS	117016	132798	REQ 143985 SUSAN CLEMENTS - Invoice numbers 7403 and 7404 dated 04/09/18 for Jaws scripting and training for Lonnie Sawford - RSC	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	7403	04/09/18	1,483.78
MJT ENGINEERING SERVICES LLC	LKS	117016	132798	REQ 143985 SUSAN CLEMENTS - Invoice numbers 7403 and 7404 dated 04/09/18 for Jaws scripting and training for Lonnie Sawford - RSC	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	7404	04/09/18	3,811.70
NAVIGANT CONSULTING INC	LGE						100015679	01/12/18	5,778.30
NAVIGANT CONSULTING INC	LGE						100017946	02/22/18	3,386.40
NAVIGANT CONSULTING INC	LGE						100019316	03/18/18	7,469.80
NAVIGANT CONSULTING INC	LGE						100020401	04/05/18	16,080.30
NAVIGANT CONSULTING INC	LGE						100022297	05/09/18	4,969.10
NAVIGANT CONSULTING INC	LGE						100024444	06/18/18	12,571.50
NAVIGANT CONSULTING INC	LGE						100026280	07/23/18	3,192.60
OPS PLUS INC	LGE	89640	128629	REQ 140796 MISTY MCCUBBINS - Invoice #9077 for Old Preston Hwy for Teri Stephenson	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9073	11/15/17	380.00
OPS PLUS INC	LGE	89640	128629	REQ 140796 MISTY MCCUBBINS - Invoice #9077 for Old Preston Hwy for Teri Stephenson	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9076	11/16/17	427.00
OPS PLUS INC	LGE	89640	129618	REQ 141608 MISTY MCCUBBINS - Ops Plus Invoices: 9109, 9138, 9157	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9109	12/11/17	427.00
OPS PLUS INC	LGE	89640	129618	REQ 141608 MISTY MCCUBBINS - Ops Plus Invoices: 9109, 9138, 9157	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9138	12/29/17	427.00
OPS PLUS INC	LGE	89640	129618	REQ 141608 MISTY MCCUBBINS - Ops Plus Invoices: 9109, 9138, 9157	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9157	01/04/18	345.00
OPS PLUS INC	LGE	89640	129711	REQ 141690 MISTY MCCUBBINS - Ops Plus Invoice #9162; 9163; 9161; 9137; 9158	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9137	12/29/17	450.00
OPS PLUS INC	LGE	89640	129711	REQ 141690 MISTY MCCUBBINS - Ops Plus Invoice #9162; 9163; 9161; 9137; 9158	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9158	01/04/18	430.00

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OPS PLUS INC	LGE	89640	129711	REQ 141690 MISTY MCCUBBINS - Ops Plus Invoice #9162; 9163; 9161; 9137; 9158	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9161	01/11/18	650.00
OPS PLUS INC	LGE	89640	129711	REQ 141690 MISTY MCCUBBINS - Ops Plus Invoice #9162; 9163; 9161; 9137; 9158	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9162	01/11/18	450.00
OPS PLUS INC	LGE	89640	129711	REQ 141690 MISTY MCCUBBINS - Ops Plus Invoice #9162; 9163; 9161; 9137; 9158	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9163	01/11/18	450.00
OPS PLUS INC	LGE	89640	130399	Req 142256/ Misty McCubbins/ CPA 89640/ OPS Plus Invoices for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9166	01/15/18	345.00
OPS PLUS INC	LGE	89640	130399	Req 142256/ Misty McCubbins/ CPA 89640/ OPS Plus Invoices for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9167	01/15/18	345.00
OPS PLUS INC	LGE	89640	130399	Req 142256/ Misty McCubbins/ CPA 89640/ OPS Plus Invoices for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9168	01/15/18	380.00
OPS PLUS INC	LGE	89640	130399	Req 142256/ Misty McCubbins/ CPA 89640/ OPS Plus Invoices for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9169	01/15/18	427.00
OPS PLUS INC	LGE	89640	130399	Req 142256/ Misty McCubbins/ CPA 89640/ OPS Plus Invoices for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9187	01/26/18	545.00
OPS PLUS INC	LGE	89640	130399	Req 142256/ Misty McCubbins/ CPA 89640/ OPS Plus Invoices for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9188	01/29/18	515.00
OPS PLUS INC	LGE	89640	130399	Req 142256/ Misty McCubbins/ CPA 89640/ OPS Plus Invoices for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9191	01/31/18	365.00
OPS PLUS INC	LGE	89640	130399	Req 142256/ Misty McCubbins/ CPA 89640/ OPS Plus Invoices for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9193	01/31/18	380.00
OPS PLUS INC	LGE	89640	130494	Req 142333/ Misty McCubbins/ CPA 89640/OPS Plus Invoices	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9202	02/01/18	450.00
OPS PLUS INC	LGE	89640	130494	Req 142333/ Misty McCubbins/ CPA 89640/OPS Plus Invoices	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9203	02/01/18	450.00
OPS PLUS INC	LGE	89640	131337	REQ 142966 MISTY MCCUBBINS - OPS Plus Invoice #9235 for Mary Dell Lane for Judy Mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9136	12/29/17	345.00
OPS PLUS INC	LGE	89640	131337	REQ 142966 MISTY MCCUBBINS - OPS Plus Invoice #9235 for Mary Dell Lane for Judy Mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9211	02/08/18	630.00
OPS PLUS INC	LGE	89640	131337	REQ 142966 MISTY MCCUBBINS - OPS Plus Invoice #9235 for Mary Dell Lane for Judy Mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9235	02/12/18	400.00
OPS PLUS INC	LGE	89640	131337	REQ 142966 MISTY MCCUBBINS - OPS Plus Invoice #9235 for Mary Dell Lane for Judy Mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9228	02/13/18	650.00
OPS PLUS INC	LGE	89640	131337	REQ 142966 MISTY MCCUBBINS - OPS Plus Invoice #9235 for Mary Dell Lane for Judy Mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9229	02/13/18	365.00
OPS PLUS INC	LGE	89640	131337	REQ 142966 MISTY MCCUBBINS - OPS Plus Invoice #9235 for Mary Dell Lane for Judy Mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9227	02/14/18	365.00
OPS PLUS INC	LGE	89640	131337	REQ 142966 MISTY MCCUBBINS - OPS Plus Invoice #9235 for Mary Dell Lane for Judy Mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9226	02/15/18	650.00
OPS PLUS INC	LGE	89640	131337	REQ 142966 MISTY MCCUBBINS - OPS Plus Invoice #9235 for Mary Dell Lane for Judy Mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9230	02/20/18	815.00
OPS PLUS INC	LGE	89640	131337	REQ 142966 MISTY MCCUBBINS - OPS Plus Invoice #9235 for Mary Dell Lane for Judy Mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9231	02/20/18	365.00
OPS PLUS INC	LGE	89640	131337	REQ 142966 MISTY MCCUBBINS - OPS Plus Invoice #9235 for Mary Dell Lane for Judy Mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9232	02/20/18	400.00
OPS PLUS INC	LGE	89640	132993	Req 144172/Misty McCubbins/Invoice #9275 for HWY 44 East for Steve Baurle/CPA 89640	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9192	01/31/18	450.00
OPS PLUS INC	LGE	89640	132993	Req 144172/Misty McCubbins/Invoice #9275 for HWY 44 East for Steve Baurle/CPA 89640	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9251	02/27/18	450.00
OPS PLUS INC	LGE	89640	132993	Req 144172/Misty McCubbins/Invoice #9275 for HWY 44 East for Steve Baurle/CPA 89640	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9273	03/16/18	365.00
OPS PLUS INC	LGE	89640	133003	Req 144183/Misty McCubbins/Ops Plus Invoice #9233 for Six Mile Lane for Steve baurle/CPA 89640	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9233	02/21/18	450.00
OPS PLUS INC	LGE	89640	133003	Req 144183/Misty McCubbins/Ops Plus Invoice #9233 for Six Mile Lane for Steve baurle/CPA 89640	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9250	02/28/18	450.00
OPS PLUS INC	LGE	89640	133007	Req 144194/Misty McCubbins/Ops Plus Invoice #9257 for Tobacco Road for Delana Gideons/CPA 89640	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9248	02/28/18	365.00
OPS PLUS INC	LGE	89640	133007	Req 144194/Misty McCubbins/Ops Plus Invoice #9257 for Tobacco Road for Delana Gideons/CPA 89640	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9249	02/28/18	400.00
OPS PLUS INC	LGE	89640	133007	Req 144194/Misty McCubbins/Ops Plus Invoice #9257 for Tobacco Road for Delana Gideons/CPA 89640	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9257	03/06/18	550.00
OPS PLUS INC	LGE	89640	133007	Req 144194/Misty McCubbins/Ops Plus Invoice #9257 for Tobacco Road for Delana Gideons/CPA 89640	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9276	03/26/18	450.00
OPS PLUS INC	LGE	89640	133007	Req 144194/Misty McCubbins/Ops Plus Invoice #9257 for Tobacco Road for Delana Gideons/CPA 89640	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9296	04/02/18	740.00
OPS PLUS INC	LGE	89640	133074	REQ 144219 MISTY MCCUBBINS - Ops Plus Invoice #9317 for W. Hwy. 146 for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9317	04/16/18	450.00

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OPS PLUS INC	LGE	89640	133077	REQ 144223 MISTY MCCUBBINS - Ops Plus Invoice #9300 for Thixton Lane for Steve Baurle	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9297	04/02/18	450.00
OPS PLUS INC	LGE	89640	133077	REQ 144223 MISTY MCCUBBINS - Ops Plus Invoice #9300 for Thixton Lane for Steve Baurle	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9299	04/05/18	450.00
OPS PLUS INC	LGE	89640	133077	REQ 144223 MISTY MCCUBBINS - Ops Plus Invoice #9300 for Thixton Lane for Steve Baurle	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9300	04/05/18	650.00
OPS PLUS INC	LGE	89640	133116	REQ 144223 MISTY MCCUBBINS - Ops Plus Invoice #9170 for LaGrange Road for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9170	01/16/18	455.00
OPS PLUS INC	LGE	89640	133478	REQ 144514 MISTY MCCUBBINS - Ops Plus Invoice #9298 for Shelbyville Road for Judy mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9234	02/21/18	450.00
OPS PLUS INC	LGE	89640	133478	REQ 144514 MISTY MCCUBBINS - Ops Plus Invoice #9298 for Shelbyville Road for Judy mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9256	03/05/18	380.00
OPS PLUS INC	LGE	89640	133478	REQ 144514 MISTY MCCUBBINS - Ops Plus Invoice #9298 for Shelbyville Road for Judy mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9274	03/22/18	400.00
OPS PLUS INC	LGE	89640	133478	REQ 144514 MISTY MCCUBBINS - Ops Plus Invoice #9298 for Shelbyville Road for Judy mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9275	03/22/18	450.00
OPS PLUS INC	LGE	89640	133478	REQ 144514 MISTY MCCUBBINS - Ops Plus Invoice #9298 for Shelbyville Road for Judy mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9298	04/02/18	600.00
OPS PLUS INC	LGE	89640	135149	REQ 145710 MISTY MCCUBBINS - Ops Plus invoice # 9381 for Poplar Level Rd. for Teri Stephenson	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9338	05/01/18	450.00
OPS PLUS INC	LGE	89640	135149	REQ 145710 MISTY MCCUBBINS - Ops Plus invoice # 9381 for Poplar Level Rd. for Teri Stephenson	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9343	05/07/18	400.00
OPS PLUS INC	LGE	89640	135149	REQ 145710 MISTY MCCUBBINS - Ops Plus invoice # 9381 for Poplar Level Rd. for Teri Stephenson	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9354	05/09/18	505.00
OPS PLUS INC	LGE	89640	135149	REQ 145710 MISTY MCCUBBINS - Ops Plus invoice # 9381 for Poplar Level Rd. for Teri Stephenson	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9358	05/18/18	150.00
OPS PLUS INC	LGE	89640	135149	REQ 145710 MISTY MCCUBBINS - Ops Plus invoice # 9381 for Poplar Level Rd. for Teri Stephenson	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9359	05/18/18	500.00
OPS PLUS INC	LGE	89640	135149	REQ 145710 MISTY MCCUBBINS - Ops Plus invoice # 9381 for Poplar Level Rd. for Teri Stephenson	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9360	05/21/18	625.00
OPS PLUS INC	LGE	89640	135149	REQ 145710 MISTY MCCUBBINS - Ops Plus invoice # 9381 for Poplar Level Rd. for Teri Stephenson	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9380	06/01/18	515.00
OPS PLUS INC	LGE	89640	135149	REQ 145710 MISTY MCCUBBINS - Ops Plus invoice # 9381 for Poplar Level Rd. for Teri Stephenson	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9381	06/01/18	450.00
OPS PLUS INC	LGE	89640	135283	REQ 145800 MISTY MCCUBBINS - Ops Plus #9186 for Greenwood Rd. for Steve Baurle	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9186	01/22/18	450.00
OPS PLUS INC	LGE	89640	135283	REQ 145800 MISTY MCCUBBINS - Ops Plus #9186 for Greenwood Rd. for Steve Baurle	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9341	05/07/18	450.00
OPS PLUS INC	LGE	89640	135283	REQ 145800 MISTY MCCUBBINS - Ops Plus #9186 for Greenwood Rd. for Steve Baurle	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9342	05/07/18	450.00
OPS PLUS INC	LGE	89640	135559	REQ 146020 MISTY MCCUBBINS - Ops Plus Invoice #9318 for Freeport Dr. for Steve Baurle	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9318	04/16/18	450.00
OPS PLUS INC	LGE	89640	135803	REQ 146230 MISTY MCCUBBINS - OPS Plus Invoice #9414 for Pee Wee Reese Rd. for Judy Mitchell	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9414	06/25/18	550.00
OPS PLUS INC	LGE	89640	136532	REQ 146721 MISTY MCCUBBINS - OPS Plus invoice #9440 for High Wickham Place for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9419	06/29/18	365.00
OPS PLUS INC	LGE	89640	136532	REQ 146721 MISTY MCCUBBINS - OPS Plus invoice #9440 for High Wickham Place for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9420	06/29/18	565.00
OPS PLUS INC	LGE	89640	136532	REQ 146721 MISTY MCCUBBINS - OPS Plus invoice #9440 for High Wickham Place for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9421	07/02/18	450.00
OPS PLUS INC	LGE	89640	136532	REQ 146721 MISTY MCCUBBINS - OPS Plus invoice #9440 for High Wickham Place for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9422	07/02/18	450.00
OPS PLUS INC	LGE	89640	136532	REQ 146721 MISTY MCCUBBINS - OPS Plus invoice #9440 for High Wickham Place for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9423	07/02/18	650.00
OPS PLUS INC	LGE	89640	136532	REQ 146721 MISTY MCCUBBINS - OPS Plus invoice #9440 for High Wickham Place for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9440	07/02/18	800.00
OPS PLUS INC	LGE	89640	138013	REQ 147819 MISTY MCCUBBINS - OPS invoice#9495 for Delphinium St for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9491	08/13/18	450.00

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OPS PLUS INC	LGE	89640	138013	REQ 147819 MISTY MCCUBBINS - OPS invoice#9495 for Delphinium St for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9492	08/15/18	450.00
OPS PLUS INC	LGE	89640	138013	REQ 147819 MISTY MCCUBBINS - OPS invoice#9495 for Delphinium St for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9493	08/15/18	500.00
OPS PLUS INC	LGE	89640	138013	REQ 147819 MISTY MCCUBBINS - OPS invoice#9495 for Delphinium St for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9494	08/15/18	565.00
OPS PLUS INC	LGE	89640	138013	REQ 147819 MISTY MCCUBBINS - OPS invoice#9495 for Delphinium St for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9495	08/17/18	600.00
OPS PLUS INC	LGE	89640	138013	REQ 147819 MISTY MCCUBBINS - OPS invoice#9495 for Delphinium St for Delana Gideons	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	9496	08/17/18	450.00
PIKE ENGINEERING LLC	LGE	137379	137522	REQ 147461 MORGAN PFEIFFER - Pike Engineering LLC Invoice 559923. Invoice period 06/25/2018 - 07/29/2018. Amount 19,642.50. DA project build out.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	559923	08/03/18	19,642.50
POWER FLOW ENGINEERING INC	LGE	1004535	1004535	W/O# 7175003 / MILLS / Service tech from Power Flow to assist with MDBFP scoop tube issues / W/O#6829435 / OSGOOD / TC1 MDBFP VOITH	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	11706	06/08/18	4,827.20
POWER FLOW ENGINEERING INC	LGE	964021	964021	DRIVE OVERHAUL - FALL 2017 TC2S180UT / W/O# 7086286 / MILLS / Providing technical assistance to inspect voith coupling on the MDBFP	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	11612	12/28/17	6,430.00
POWER FLOW ENGINEERING INC	LGE	997509	997509	TC2S180UT / W/O# 7086286 / SEDAM / Please inspect the TC2 MDBFP Voith drive scoop tube assy. for issues. /	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	11649	03/13/18	5,290.10
POWER FLOW ENGINEERING INC	LGE	999074	999074	REQ 915464 TRACY RANKIN - Qk4 - Permitting Assistance - Dave Harmeling	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	11698	05/23/18	4,500.00
QK4 ENGINEERING	LGE	994809	994809	REQ 915464 TRACY RANKIN - Qk4 - Permitting Assistance - Dave Harmeling	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	58936	02/28/18	2,000.00
QK4 ENGINEERING	LGE	994809	994809	REQ 915464 TRACY RANKIN - Qk4 - Permitting Assistance - Dave Harmeling	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	59049	03/31/18	2,000.00
RICHMOND ENGINEERING WORKS LLC	LGE	993091	993091	W/O#7006720 / WINBURN / CBU HOIST FIELD SERVICE REPAIR	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	SO3166V1	01/03/18	3,200.00
RICHMOND ENGINEERING WORKS LLC	LGE	995554	995554	W/O#7051765 / PHELPS / LS TRIPPER STRUCTURAL INTEGRITY INSPECTION AND FINDINGS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	SO3178V1	02/08/18	6,359.00
RICHMOND ENGINEERING WORKS LLC	LGE	995939	995939	CAP 157730LGE / PHELPS / ENGINEER, FURNISH DRAWINGS AND WRITE SCOPE FOR TRIPPER WORK	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	SO3184V1R1	05/15/18	34,274.40
RICHMOND ENGINEERING WORKS LLC	LGE	995939	995939	CAP 157730LGE / PHELPS / ENGINEER, FURNISH DRAWINGS AND WRITE SCOPE FOR TRIPPER WORK	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	SO3184V1R1	05/15/18	(16,451.71)
RICHMOND ENGINEERING WORKS LLC	LGE	995939	995939	CAP 157730LGE / PHELPS / ENGINEER, FURNISH DRAWINGS AND WRITE SCOPE FOR TRIPPER WORK	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	SO3184V2	07/26/18	8,568.60
RICHMOND ENGINEERING WORKS LLC	LGE	995939	995939	CAP 157730LGE / PHELPS / ENGINEER, FURNISH DRAWINGS AND WRITE SCOPE FOR TRIPPER WORK	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	SO3184V2	07/26/18	(4,112.93)
RICHMOND ENGINEERING WORKS LLC	LGE	991173	991173	RICHMOND ENGINEERING - MC INVOICE (991173)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	SO3181V1	02/15/18	16,000.00
RICHMOND ENGINEERING WORKS LLC	LGE	991173	991173	RICHMOND ENGINEERING - MC INVOICE (991173)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	SO3178V1	02/08/18	(3,052.32)
SARGENT AND LUNDY LLC	LGE	118115	1002662	For Middletown Substation - 345kV Bus Redundancy - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11079546	06/22/18	38,431.00
SARGENT AND LUNDY LLC	LGE	118115	1002662	For Middletown Substation - 345kV Bus Redundancy - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11083841	07/23/18	48,819.80
SARGENT AND LUNDY LLC	LGE	118115	1005363	For Trimble County - Install new primary net metering for 345kV TC1 and replace the B phase CCVT for TC1-EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11083839	07/23/18	6,450.00
SARGENT AND LUNDY LLC	LGE	118115	1006410	For Trimble County 345kV Reactor- Install new 345kV air cooled reactors - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11083829	07/27/18	16.00
SARGENT AND LUNDY LLC	LGE	118115	1006410	For Trimble County 345kV Reactor- Install new 345kV air cooled reactors - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11084741	07/27/18	12,411.00
SARGENT AND LUNDY LLC	LGE	118115	977422	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11061097	01/20/18	5,897.99
SARGENT AND LUNDY LLC	LGE	118115	977422	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11064965	02/18/18	2,928.00
SARGENT AND LUNDY LLC	LGE	118115	977422	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11069289	03/22/18	11,392.94
SARGENT AND LUNDY LLC	LGE	118115	977422	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11072143	04/13/18	31,774.49
SARGENT AND LUNDY LLC	LGE	118115	977422	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11076554	05/16/18	59,967.67
SARGENT AND LUNDY LLC	LGE	118115	977422	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11079554	06/22/18	26,867.03
SARGENT AND LUNDY LLC	LGE	118115	977422	L-TS-ECM LOCAL ENGINEERING - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11083842	07/23/18	21,283.50

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
SARGENT AND LUNDY LLC	LGE	118115	979202	For Madison Substation - 69kV Insulator Replacements	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11064955	02/18/18	1,448.00
SARGENT AND LUNDY LLC	LGE	118115	979202	For Madison Substation - 69kV Insulator Replacements	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11069292	03/22/18	272.00
SARGENT AND LUNDY LLC	LGE	118115	979203	For Middletown Substation - 345kV Breaker Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11061098	01/20/18	10,569.50
SARGENT AND LUNDY LLC	LGE	118115	979203	For Middletown Substation - 345kV Breaker Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11064954	02/18/18	52.50
SARGENT AND LUNDY LLC	LGE	118115	979203	For Middletown Substation - 345kV Breaker Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11069291	03/22/18	14,508.00
SARGENT AND LUNDY LLC	LGE	118115	979203	For Middletown Substation - 345kV Breaker Replacement	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11072146	04/13/18	1,050.00
SARGENT AND LUNDY LLC	LGE	118115	980353	For Trimble County - 345kV Breaker Replacement - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11061096	01/20/18	34,226.00
SARGENT AND LUNDY LLC	LGE	118115	980353	For Trimble County - 345kV Breaker Replacement - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11064960	02/18/18	33,602.50
SARGENT AND LUNDY LLC	LGE	118115	980353	For Trimble County - 345kV Breaker Replacement - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11069297	03/22/18	15,033.00
SARGENT AND LUNDY LLC	LGE	118115	980353	For Trimble County - 345kV Breaker Replacement - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11072138	04/13/18	6,517.50
SARGENT AND LUNDY LLC	LGE	118115	980353	For Trimble County - 345kV Breaker Replacement - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11076557	05/13/18	4,354.00
SARGENT AND LUNDY LLC	LGE	118115	980353	For Trimble County - 345kV Breaker Replacement - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11079558	06/22/18	9,403.00
SARGENT AND LUNDY LLC	LGE	118115	980353	For Trimble County - 345kV Breaker Replacement - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11083830	07/23/18	6,567.00
SARGENT AND LUNDY LLC	LGE	118115	990662	For Skylight 69 kV Cap Bank - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11064963	02/18/18	5,123.00
SARGENT AND LUNDY LLC	LGE	118115	990662	For Skylight 69 kV Cap Bank - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11069298	03/22/18	6,268.00
SARGENT AND LUNDY LLC	LGE	118115	990662	For Skylight 69 kV Cap Bank - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11072139	04/13/18	7,028.00
SARGENT AND LUNDY LLC	LGE	118115	990662	For Skylight 69 kV Cap Bank - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11076556	05/16/18	10,823.00
SARGENT AND LUNDY LLC	LGE	118115	990662	For Skylight 69 kV Cap Bank - EPCM Service Work	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11079557	06/22/18	4,950.00
SARGENT AND LUNDY LLC	LGE	118115	993331	For 450MVA Spare Transformer located at SSC - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11064959	02/18/18	7,104.00
SARGENT AND LUNDY LLC	LGE	118115	993331	For 450MVA Spare Transformer located at SSC - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11072140	03/13/18	3,370.74
SARGENT AND LUNDY LLC	LGE	118115	993331	For 450MVA Spare Transformer located at SSC - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11069293	03/22/18	590.00
SARGENT AND LUNDY LLC	LGE	118115	993331	For 450MVA Spare Transformer located at SSC - EPCM SERVICE WORK	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	11076546	05/16/18	3,678.50
SEL ENGINEERING SERVICES INC	LGE	997657	997545	Design, fabrication and installation of 120 feeder plates for SMAC project- Melissa Fleitz (Replaces previous PO# 997358).	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	23566	03/15/18	19,800.00
SEL ENGINEERING SERVICES INC	LGE	997657	997545	Design, fabrication and installation of 120 feeder plates for SMAC project- Melissa Fleitz (Replaces previous PO# 997358).	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	23645	03/21/18	34,650.00
SEL ENGINEERING SERVICES INC	LGE	997657	997545	Design, fabrication and installation of 120 feeder plates for SMAC project- Melissa Fleitz (Replaces previous PO# 997358).	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	24045	04/17/18	34,650.00
SEL ENGINEERING SERVICES INC	LGE	997657	997545	Design, fabrication and installation of 120 feeder plates for SMAC project- Melissa Fleitz (Replaces previous PO# 997358).	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	24570	05/23/18	99,530.00
SEL ENGINEERING SERVICES INC	LGE	997657	997545	Design, fabrication and installation of 120 feeder plates for SMAC project- Melissa Fleitz (Replaces previous PO# 997358).	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	24887	06/18/18	37,100.00
SEL ENGINEERING SERVICES INC	LGE	997657	997545	Design, fabrication and installation of 120 feeder plates for SMAC project- Melissa Fleitz (Replaces previous PO# 997358).	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	25400	07/27/18	120,632.00
SEL ENGINEERING SERVICES INC	LGE	997657	997545	Design, fabrication and installation of 120 feeder plates for SMAC project- Melissa Fleitz (Replaces previous PO# 997358).	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	25519	08/13/18	34,650.00
SEL ENGINEERING SERVICES INC	LGE	997657	997545	Design, fabrication and installation of 120 feeder plates for SMAC project- Melissa Fleitz (Replaces previous PO# 997358).	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	25866	08/27/18	34,310.00
TECHNOLOGY SITE PLANNERS INC	LKS	117030	119514	Req# 133553/ Sharon Wright/ CPA# 117030/Technology Site Planners - Contract #117030 for detailed design and construction admin services for proposed DCC located at 55 Kingbrook, Simpsonville	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	31424910	02/08/18	3,916.50
TECHNOLOGY SITE PLANNERS INC	LKS	117030	119514	Req# 133553/ Sharon Wright/ CPA# 117030/Technology Site Planners - Contract #117030 for detailed design and construction admin services for proposed DCC located at 55 Kingbrook, Simpsonville	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	31424938	03/16/18	13,301.06

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
TECHNOLOGY SITE PLANNERS INC	LKS	117030	119514	Req# 133553/ Sharon Wright/ CPA# 117030/Technology Site Planners - Contract #117030 for detailed design and construction admin services for proposed DCC located at 55 Kingbrook, Simpsonville	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	31424984	04/16/18	6,717.90
TECHNOLOGY SITE PLANNERS INC	LKS	117030	119514	Req# 133553/ Sharon Wright/ CPA# 117030/Technology Site Planners - Contract #117030 for detailed design and construction admin services for proposed DCC located at 55 Kingbrook, Simpsonville	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	31425016	05/14/18	6,678.00
TECHNOLOGY SITE PLANNERS INC	LKS	117030	119514	Req# 133553/ Sharon Wright/ CPA# 117030/Technology Site Planners - Contract #117030 for detailed design and construction admin services for proposed DCC located at 55 Kingbrook, Simpsonville	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	31425060	06/14/18	9,297.25
TECHNOLOGY SITE PLANNERS INC	LKS	117030	119514	Req# 133553/ Sharon Wright/ CPA# 117030/Technology Site Planners - Contract #117030 for detailed design and construction admin services for proposed DCC located at 55 Kingbrook, Simpsonville	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	31425121	07/23/18	4,069.48
TECHNOLOGY SITE PLANNERS INC	LKS	117030	119514	Req# 133553/ Sharon Wright/ CPA# 117030/Technology Site Planners - Contract #117030 for detailed design and construction admin services for proposed DCC located at 55 Kingbrook, Simpsonville	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	31425160	08/10/18	4,253.87
THE BABCOCK AND WILCOX COMPANY	LGE	993454	1002434	BABCOCK AND WILCOX - MC INVOICES (993454)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	BA60351262	04/23/18	82,800.01
THE BABCOCK AND WILCOX COMPANY	LGE		986658	WO # 6935344 - MCBL - Repair sootblower parts TC2S18OUT / WO#7038805 / HUNT / TC2 DIAMOND POWER ASSISTANCE WITH HYDROJET	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	514197	02/09/18	11,000.00
THE BABCOCK AND WILCOX COMPANY	LGE		994373	CALIBRATION	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	521504	06/05/18	13,940.40
THE BABCOCK AND WILCOX COMPANY	LGE		995192	WO#7061001 MCBL - Sootblower lk rebuilds	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	514994	02/22/18	1,775.00
THE PRIME GROUP LLC	LGE	977339	1000040	REQ 917530 CLAY MURPHY - The Prime Group, consulting	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI040118	04/01/18	1,840.00
THE PRIME GROUP LLC	LGE	977339	1002432	REQ 918520 CLAY MURPHY - The Prime Group, consulting	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI050118	05/01/18	690.00
THE PRIME GROUP LLC	LKS	105655	131606	REQ 143169 JUDY SCHOOLER - Consulting work on lighting rates for LG&E/KU (February)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI030118	03/01/18	103.50
THE PRIME GROUP LLC	LGE	105655	133394	REQ 143829 JUDY SCHOOLER - Consulting work performed during March (meeting related to future rate case issues and meeting with the Rates Department Staff on March 27, 2018 at LG&E/KU)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI040118A	04/01/18	1,345.50
THE PRIME GROUP LLC	LGE	105655	134107	REQ 144959 JUDY SCHOOLER - Consulting work during April preparing for discussing future rate case issues with LG&E/KU	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI050118A	05/01/18	569.25
THE PRIME GROUP LLC	LGE	105655	135854	REQ 146221 JUDY SCHOOLER - 2018 Rate Case consulting for KU/LG&E (rate design, cost of service, lead-lag study, data requests)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI060118	06/01/18	1,598.63
THE PRIME GROUP LLC	LGE	105655	136160	REQ 146318 JUDY SCHOOLER - 2018 Rate Case consulting for KU/LG&E (analyzing gas rates and school rate load data, lead-lag study, data requests for cost of service)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI070118	07/01/18	6,743.25
THE PRIME GROUP LLC	LGE	105655	137263	REQ 147210 JUDY SCHOOLER - Consulting services related to the 2018 Rate Case (Kentucky)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	THEPRI080118	08/01/18	4,385.25
THE PRIME GROUP LLC	LGE	977339	997537	REQ 916604 CLAY MURPHY - The Prime Group, consulting	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	977339	03/01/18	2,990.00
THE PRIME GROUP LLC	LGE						THEPRI060118	06/01/18	(20.13)
THE PRIME GROUP LLC	LGE						THEPRI070118	07/01/18	4,866.00
THE PRIME GROUP LLC	LGE						THEPRI080118	08/01/18	(67.25)
THERMAL ENGINEERING INTERNATIONAL INC	LGE	982402	1008415	MC FWH 2017 - 2019 (12 low pressure FWH) supply - V Cecil	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	TEI007352	07/16/18	87,582.00
THERMAL ENGINEERING INTERNATIONAL INC	LGE	982402	1008415	MC FWH 2017 - 2019 (12 low pressure FWH) supply - V Cecil	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	TEI007369	07/24/18	26,328.00
THERMAL ENGINEERING INTERNATIONAL INC	LGE	982402	997076	MC FWH 2017 - 2019 (12 low pressure FWH) supply - V Cecil	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	TEI007181	02/27/18	40,000.00
THERMAL ENGINEERING INTERNATIONAL INC	LGE	982402	997078	MC FWH 2017 - 2019 (12 low pressure FWH) supply - V Cecil	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	TEI007147	02/07/18	75,384.00
TRANSERV INTERNATIONAL INC	LGE	115176	129165	REQ 141223 FERNANDO RUBIO - ITO Services for January 2018	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3209	01/01/18	72,299.36
TRANSERV INTERNATIONAL INC	LGE	115176	130309	REQ 142143 / Rubio, Fernando J / CPA 115176 ITO Services February 2018 #3213	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3213	02/01/18	72,299.36
TRANSERV INTERNATIONAL INC	LGE	115176	130310	REQ 142078 / Rubio, Fernando J / Stakeholders meeting Nov 2017	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3217	01/26/18	3,328.36

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
TRANSERV INTERNATIONAL INC	LGE	115176	131459	REQ 142975 FERNANDO RUBIO - ITO Costs March #3218	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3218	03/01/18	72,299.36
TRANSERV INTERNATIONAL INC	LGE	115176	132705	REQ 143972 FERNANDO RUBIO - ITO Lawyers Fees #3228	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3228	04/06/18	6,460.55
TRANSERV INTERNATIONAL INC	LGE	115176	132803	REQ 144037 MORGAN PFEIFFER - System Impact Study for TSR#86623450 (13 MW) - TSR SIS LGE-2018-001. Will send Disbursement with PO number once assigned.	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	SRISLGE201800	04/09/18	40,000.00
TRANSERV INTERNATIONAL INC	LGE	115176	133760	REQ 144643 FERNANDO RUBIO - ITO Services for May #3229	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3229	05/01/18	72,299.36
TRANSERV INTERNATIONAL INC	LGE	115176	134830	REQ 145444 FERNANDO RUBIO - ITO Service for June 2018 #3235	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3235	06/01/18	72,299.36
TRANSERV INTERNATIONAL INC	LGE	115176	135997	REQ 146311/ Rubio, Fernando J/ ITO Services for July 2018/ CPA 115176	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3240	07/01/18	73,063.88
TRANSERV INTERNATIONAL INC	LGE	115176	136094	REQ 146387 MORGAN PFEIFFER - TranServ System Impact Study for TSR #87066029 (7MW) - TSR SIS LGE-2018 002. Will submit disbursement once PO number recieved	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	TRANSE071018	07/10/18	20,000.00
TRANSERV INTERNATIONAL INC	LGE	115176	136988	REQ 147077 FERNANDO RUBIO - ITO August #3245 TC2S18OUTJ / WO#990631 / ROSS ALLEN / TC2	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	3245	08/01/18	73,063.88
UNITED DYNAMICS ADVANCED	LGE		994839	BOILER INSPECTIONS	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	5411	03/09/18	31,600.18
UNITED DYNAMICS ADVANCED	LGE		995124	INSPECTION	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	5425	03/23/18	14,913.04
VITOK ENGINEERS INC	LGE		975263	PLC Based Control Systems Blackstart Diesel Generator Project:Cane Run Contract Trimble County (Two Party Contract)	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	15185	12/20/17	12,880.00
VITOK ENGINEERS INC	LGE		975263	PLC Based Control Systems Blackstart Diesel Generator Project:Cane Run Contract Trimble County (Two Party Contract)	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	15185	12/20/17	(10,046.40)
VITOK ENGINEERS INC	LGE		975263	PLC Based Control Systems Blackstart Diesel Generator Project:Cane Run Contract Trimble County (Two Party Contract)	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	15186	12/20/17	13,480.00
VITOK ENGINEERS INC	LGE		975263	PLC Based Control Systems Blackstart Diesel Generator Project:Cane Run Contract Trimble County (Two Party Contract)	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	15186	12/20/17	(8,896.80)
VITOK ENGINEERS INC	LGE		975263	PLC Based Control Systems Blackstart Diesel Generator Project:Cane Run Contract Trimble County (Two Party Contract)	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	15187	12/27/17	12,880.00
VITOK ENGINEERS INC	LGE		975263	PLC Based Control Systems Blackstart Diesel Generator Project:Cane Run Contract Trimble County (Two Party Contract)	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	15187	12/27/17	(10,046.40)
VITOK ENGINEERS INC	LGE		975263	PLC Based Control Systems Blackstart Diesel Generator Project:Cane Run Contract Trimble County (Two Party Contract)	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	15188	12/27/17	13,480.00
VITOK ENGINEERS INC	LGE		975263	PLC Based Control Systems Blackstart Diesel Generator Project:Cane Run Contract Trimble County (Two Party Contract)	COMPETITIVELY BID	SOLE SOURCE DOCUMENT NOT NEEDED	15188	12/27/17	(8,896.80)
VITOK ENGINEERS INC	LGE		999482	Design, Purchase, and Install Bulk CO2 System for Generator Purging / 152009LGE / W/O# 7110830 / MENEZES / TCALLCT -	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	15414	05/31/18	3,788.80
VITOK ENGINEERS INC	LGE		999482	Design, Purchase, and Install Bulk CO2 System for Generator Purging / 152009LGE / W/O# 7110830 / MENEZES / TCALLCT -	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	15414	05/31/18	(2,500.61)
VITOK ENGINEERS INC	LGE		999482	Design, Purchase, and Install Bulk CO2 System for Generator Purging / 152009LGE / W/O# 7110830 / MENEZES / TCALLCT -	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	15488	06/28/18	5,683.20
VITOK ENGINEERS INC	LGE		999482	Design, Purchase, and Install Bulk CO2 System for Generator Purging / 152009LGE / W/O# 7110830 / MENEZES / TCALLCT -	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	15488	06/28/18	(3,750.91)
WISS JANNEY ELSTNER ASSOCIATES IN	LGE		127887	Engineering Services on the Trimble County F Conveyor Floor	SOLE SOURCED DOCUMENT	SPECIALIZED-HIGH RISK	376124	12/07/17	2,670.00
WISS JANNEY ELSTNER ASSOCIATES IN	LGE		127887	Engineering Services on the Trimble County F Conveyor Floor	SOLE SOURCED DOCUMENT	SPECIALIZED-HIGH RISK	378530	01/10/18	32,893.80
WISS JANNEY ELSTNER ASSOCIATES IN	LGE		127887	Engineering Services on the Trimble County F Conveyor Floor	SOLE SOURCED DOCUMENT	SPECIALIZED-HIGH RISK	381303	02/16/18	15,765.00
WISS JANNEY ELSTNER ASSOCIATES IN	LGE		127887	Engineering Services on the Trimble County F Conveyor Floor	SOLE SOURCED DOCUMENT	SPECIALIZED-HIGH RISK	383911	03/21/18	1,925.00
WISS JANNEY ELSTNER ASSOCIATES IN	LGE						377701	12/21/17	305.00
WISS JANNEY ELSTNER ASSOCIATES IN	LGE						380439	01/30/18	1,497.50
WISS JANNEY ELSTNER ASSOCIATES IN	LGE						381228	02/16/18	1,162.50
WISS JANNEY ELSTNER ASSOCIATES IN	LGE						383606	03/16/18	336.25

Supplier Name	Company	Contract Number	PO Number	PO Comments	Sourcing Authorization	Sole Source Reason	Invoice Number	Invoice Date	Amount
WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS INC	LGE		1005075	W/O# 6891469 / PHELPS / WO for monthly impoundment instrumentation readings required by CCR Rule. /	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21509206	04/12/18	2,130.51
WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS INC	LGE		1005075	W/O# 6891469 / PHELPS / WO for monthly impoundment instrumentation readings required by CCR Rule. /	UNDER 50K	SOLE SOURCE DOCUMENT NOT NEEDED	N21509457	05/16/18	2,063.76
WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS INC	LGE	1005228	1005310	WOOD ENVIRONMENTAL . - MC ENG. SERVICES (1005228)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21509458	05/16/18	1,803.06
WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS INC	LGE	1005228	1005310	WOOD ENVIRONMENTAL . - MC ENG. SERVICES (1005228)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21509858	07/18/18	2,094.53
WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS INC	LGE	1005228	1005310	WOOD ENVIRONMENTAL . - MC ENG. SERVICES (1005228)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21509879	07/26/18	1,939.29
WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS INC	LGE	1005228	1005310	WOOD ENVIRONMENTAL . - MC ENG. SERVICES (1005228)	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21510102	08/27/18	3,432.77
WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS INC	LGE	1005228	1007968	W/O# 6891469 / PHELPS / WO for monthly impoundment instrumentation readings required by CCR Rule. /	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21509857	07/18/18	2,311.28
WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS INC	LGE	1005228	1009040	W/O# 6891469 / PHELPS / WO for monthly impoundment instrumentation readings required by CCR Rule. /	REFERENCE CPA	SOLE SOURCE DOCUMENT NOT NEEDED	N21509878	07/26/18	2,126.26



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 Thomson Reuters Tracker Electronic Invoicing System. All invoices from law firms with the LEDES format capability are required to submit invoices through Thomson Reuters Legal 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. Quarterly and Monthly Accrual Reporting

To comply with regulatory financial reporting requirements, all unbilled amounts must be reported within the last three business days of each Calendar Quarter within the Thomson Reuters Legal Tracker ebilling System. Moreover, at the end of each month between Calendar Quarters, all unbilled amounts must be reported to the LKE ebilling Administrator within the last three business days of each month. In each instance, amounts should be reported on a matter by matter basis.

g. 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.

h. 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.

i. 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.

APPENDIX A – CONFLICT CHECKSSUBSIDIARIES AND AFFILIATES OF PPL CORPORATION FOR OUTSIDE COUNSEL CONFLICT CHECKS

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

Carlisle, Eloise K.

From: Wilson, Kathy L. <Kathy.Wilson2@lge-ku.com>
Sent: Thursday, May 11, 2017 2:16 PM
To: Riggs, Kendrick R.
Cc: Carlisle, Eloise K.
Subject: LG&E and KU Energy Outside Counsel Guidelines Updated
Attachments: LGE-KU Outside Counsel Guidelines 2017.pdf

Attached is the updated LG&E and KU Energy Outside Counsel Guidelines. The key change to the guidelines is located on page 7, Section III.f. (copied below) which deals with monthly and quarterly accrual reporting. As a key partner in our business processes it is imperative to receive financial estimates from your firm on a regular basis. This information will assist the Legal Dept. to submit accurate financial forecast information to the regulatory accounting group in order to meet financial reporting obligations.

Page 7, Section III.f. - Quarterly and Monthly Accrual Reporting

To comply with regulatory financial reporting requirements, all unbilled amounts must be reported within the last three business days of each Calendar Quarter within the Thomson Reuters Legal Tracker ebilling System. Moreover, at the end of each month between Calendar Quarters, all unbilled amounts must be reported to the LKE ebilling Administrator within the last three business days of each month. In each instance, amounts should be reported on a matter by matter basis.

Also included in the Guidelines on Page 8 as Appendix A is the current list of subsidiaries and affiliates of PPL Corporation to refer to for conflicts checks.

Please contact Greg Cornett (greg.cornett@lge-ku.com; 502-627-2756) or Kathy Wilson (Kathy.wilson2@lge-ku.com; 502-627-2541) if you have any questions with respect to the Guidelines.

Kathy

Kathy L. Wilson

Senior Accounting Associate | Legal Dept. | LG&E and KU Energy LLC
220 W. Main Street, Louisville, KY 40202
O: 502-627-2541 | F: 502-217-2015
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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
Page 2

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 1st. 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.
March 21, 2013
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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



J. Gregory Cornett, Esq.
March 21, 2013
Page 4

- 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

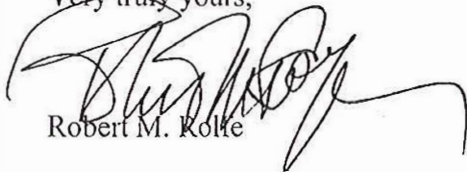
We have received the LGE-KU Outside Counsel Guidelines. We have also provided to you a copy of our firm’s Standard Terms of Engagement. Our engagement will be subject to those documents and, where in specific conflict, the terms of this letter, then each of those documents in the order listed above, 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
Page 6

Very truly yours,



Robert M. Kolte

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. Gregory Cornett

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.



MIDDLETON
REUTLINGER

September 4, 2018

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Louisville, KY 40202
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P. Shane O'Bryan
Main 502.584.1135
Direct 502.625.2890
Fax 502.588.1990
sobryan@middletonlaw.com

Travis A. Crump
Senior Corporate Attorney
LG&E AND KU ENERGY LLC
220 West Main St.
Louisville, Kentucky 40202

Re: Engagement of Counsel

Dear Travis,

Middleton Reutlinger (the "Firm," "we" or "us") is pleased that you, LG&E and KU Energy, LLC ("You" or "your"), have chosen us as legal counsel for certain tort related matters and look forward to representing your interests. The purpose of this letter is to set forth the basic terms of our engagement as to both the pending matters and to any such other matters as You may entrust to us from time to time.

CLIENT: SCOPE OF REPRESENTATION. Our clients will be LG&E and KU Energy, LLC, Louisville Gas and Electric Company, Kentucky Utilities Company, LG&E Energy, Inc. and any other related company named in any litigation matter that you entrust with us.

In the event that You engage us to represent your interests on other matters from time to time, we will confirm such engagements by either a short letter or email. Each future engagement will be subject to the terms and conditions of this Engagement Letter except to the extent those terms and conditions are modified at the time of the new engagement. We agree that our engagement is subject to the terms and conditions of the LG&E and KU Energy, LLC Outside Counsel Guidelines, which are incorporated by reference herein.

CONCLUSION OF REPRESENTATION: RETENTION AND DISPOSITION OF DOCUMENTS. Either the Firm or You may terminate any engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we should terminate any engagement, we will take such steps as are reasonably practicable to protect your interests and, if You so request, we will suggest possible successor counsel and provide new counsel with whatever documents You have provided to us.

Following such termination, any otherwise nonpublic information You have supplied to us and which we retain will be kept confidential in accordance with applicable rules of professional conduct. At your request, your documents and property will be returned promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records; time and expense reports; personnel and

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staffing materials; credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the applicable engagement.

FEES AND EXPENSES; RETAINER. Our fees for ~~your~~ work will be based on the following billing rate: Counsel, [REDACTED] Associate: [REDACTED] and Paralegal: [REDACTED]. I will [REDACTED] principally responsible for this work. I will utilize [REDACTED] of an associate where applicable in an effort to be most cost efficient. I will also utilize paralegals to assist in the Engagement. These billings rates are subject to change from time to time, subject to your agreement.

We will include on our statements separate charges for photocopying, messenger and delivery service, travel, long-distance telephone charges and filing fees.

Our standard bill format will provide detailed information maintained in our accounting database concerning time expended by each attorney and paralegal in connection with the work covered by the bill as well as each expense item charged by the Firm.

Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due upon receipt of our statement.

If You agree with the terms contained in this Engagement Letter, please sign a copy of this letter and return it to me.

Once again, we are pleased to have this opportunity to work with You. Please call me if you have any questions or concerns.

Sincerely,


Shane O'Bryan

AGREED AND ACCEPTED:

By: 
Mr. Travis Crump

Date: 9-5-18



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KENDRICK R. RIGGS
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February 28, 2018

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

RE: 2018 Stoll Keenon Ogden PLLC Rates

Dear Greg:

I am writing to ask LG&E and KU Energy LLC consider a three percent increase in the Stoll Keenon Ogden PLLC hourly rates for attorneys with eight or more years of experience, and a one percent increase in the hourly rates for attorneys with seven or less years of experience effective for services rendered on and after April 1, 2018.

The enclosure shows the proposed rates by attorney and practice group and provides a comparison between the 2017 rates and the proposed 2018 rates. Beginning in 2012, the ten percent discount was embedded into the approved hourly rates. The proposed hourly rates for 2018, like the current rates, continue to reflect the embedded ten percent discount. The proposed hourly rates are rounded in the interest of simplifying the charges on any particular statement.

In addition to these standard rates, for many years Stoll Keenon Ogden PLLC has offered special rates for routine personal injury and property claims. Lawyers with 1 to 5 years of experience are \$█/hour; lawyers with 6 to 15 years of experience are \$█/hour; and lawyers with more than 15 years of experience are \$█/hour (effective April 1, 2015). No change is proposed to these special rates; however I ask to meet with you to consider whether adjustments, if any, are warranted under current market conditions.

Finally, as always, I want to express Stoll Keenon Ogden PLLC's continuing interest in contingency fee arrangements for the appropriate case. Please do not hesitate to request a proposal from us should the appropriate case or matter arise.

J. Gregory Cornett
February 28, 2018
Page 2

Should you have any questions, need any additional information or wish to discuss this further, please contact me at your convenience.

Thank you for your time and consideration of this request. As always, we appreciate the opportunity to be of service.

Yours very truly,



Kendrick R. Riggs

KRR:ec
Enclosure

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PROPOSED 2018 RATES FOR LG&E AND KU ENERGY, LLC

Structured Associate Rates by Years of Experience (1 - 7 Years)

	2017 Rate	increase	2018 Proposed Rate
Year 1	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Year 2	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Year 3	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Year 4	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Year 5	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Year 6	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Year 7	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

UTILITY AND ENERGY

Name	Yrs Experience	2016 Rate	2017 Rate	Increase	2018 Proposed Rate
Brown, Katelyn	1				\$180.00
Wimberly, Mary Ellen	2	\$176.00	\$178.00		\$182.00
Mandlehr, Joseph	5	\$185.00	\$191.00		\$198.00
Braun, Monica	9	\$208.00	\$214.00	\$6.42	\$220.00
Crosby, Duncan	15	\$249.00	\$256.00	\$7.68	\$264.00
Ingram, Lindsey III	23	\$319.00	\$329.00	\$9.87	\$339.00
Miller, Clayton C.	25				\$ [REDACTED]
Brent, Doug	32	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Weutcher, Gerald	34	\$263.00	\$271.00	\$8.13	\$279.00
Riggs, Kendrick	36	\$398.00	\$410.00	\$12.30	\$422.00
Talley, Damon	43	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Hatfield, Kent	45	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Watt, Robert	45	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

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BUSINESS LITIGATION

<u>Name</u>	<u>Yrs Experience</u>	<u>2016 Rate</u>	<u>2017 Rate</u>	<u>Increase</u>	<u>2018 Proposed Rate</u>
Book, Jan (paralegal)					
Byerly, Pam (paralegal)					
Loy, Molly (paralegal)					
Mendes, Maristela (paralegal)					
Wallace, Crystal (paralegal)					
Diffenderfer, Megan	1				
Donovan, Andrew	1				
Hagerman, Andy	1				
Lathon, Briana	1				
McCallister, Stephen	1				
French, Thomas	2				
Wingate, Matthew	2				
Egan, Connor	3				
Heleringer, Philip	3				
Beck, Kathryn	4				
Hardin, Chandler	4				
Howard, Lindsey	4				
Mattingly, Emily	4				
Wiseman, Tim	6				
Menkveld, Marc	8				
Reeves, Adam	8				
Hopkins, Chapman	9				
Schaefer, Chris	9				
Parsons, Matt	10				
Bishop, Sarah	11				
Howard, Dana	11				
Keeton, Brad	11				
Krefft, Rebecca	11				
Fetcher, Angela	15				
Hurst, Mark	17				
Phelps, Anthony	18				
Goebel, Adam	22				
Singleton, A.J.	22				
Dilger, Craig	24				
Loy, Steven	24				
Davis, J. Herbert	27				
Vance, Gene	28				
Ballantine, Doug	30				
Halliday, Culver	34				
Barr, Doug	35				
Bowman, Glen	35				
Wray, Donn	38				
Kellerman, Robert	39				
Bilby, John	43				
Sales, Walter	45				
Hinkle, Samuel	46				
McCoy, Burl	47				

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GOVERNMENT RELATIONS

<u>Name</u>	<u>Yrs Experience</u>	<u>2016 Rate</u>	<u>2017 Rate</u>	<u>Increase</u>	<u>2018 Proposed Rate</u>
Lear, Bill	43				
Thomason, David	51				

TORT TRIAL & INSURANCE

<u>Name</u>	<u>Yrs Experience</u>	<u>2016 Rate</u>	<u>2017 Rate</u>	<u>Increase</u>	<u>2018 Proposed Rate</u>
McGee, Ann (paralegal)					
Byerly, Pam (Paralegal)					
Imhof, Kevin	1				
Weihe, Eric	10				
VanMeter, Lucy	17				
Page, Todd	26				
Bentley, Perry	34				
King, Greg	36				
O'Brien, Eileen	37				
Schwetschenau, David	38				

STATE & FEDERAL TAX

<u>Name</u>	<u>Yrs Experience</u>	<u>2016 Rate</u>	<u>2017 Rate</u>	<u>Increase</u>	<u>2018 Proposed Rate</u>
Sherman, Stephen	11				
Eifler, Timothy	24				
Smart, Jennifer	33				
Martin, Jim	35				
Romaine, Doug	40				

BANKRUPTCY DEBTOR - CREDITOR

<u>Name</u>	<u>Yrs Experience</u>	<u>2016 Rate</u>	<u>2017 Rate</u>	<u>Increase</u>	<u>2018 Proposed Rate</u>
Wakefield, Jennifer (paralegal)					
Johnson, Marcia (paralegal)					
Houston, Rhonda (paralegal)					
Lindblom, Matt	11				
Back, Adam	13				
Pagorski, Emily	14				
Goff, Lea	33				
Pavey, Greg	33				
Smith, George	43				

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BUSINESS ENTITIES & TRANSACTIONS

<u>Name</u>	<u>Yrs Experience</u>	<u>2016 Rate</u>	<u>2017 Rate</u>	<u>Increase</u>	<u>2018 Proposed Rate</u>
Hill, Tennia (paralegal)					
Sagan, Katherine	3				
Staffieri, Alex	7				
Reeves, Sarah	9				
Kreff, Rebecca	11				
Donovan, Allison	12				
Arvin, Shannon	16				
Franklin, Mark	17				
Pulliam, Laura	18				
Kula, Stacy	21				
Rutledge, Tom	28				
Mills, Sarah	29				
Sagan, Ken	35				
Wangerin, Lynn	36				
Byrne, Walter	38				
Williams, Ernie	43				

CORPORATE FINANCE & LENDING

<u>Name</u>	<u>Yrs Experience</u>	<u>2016 Rate</u>	<u>2017 Rate</u>	<u>Increase</u>	<u>2018 Proposed Rate</u>
Ewen, Debra (paralegal)					
McGuire, Tara	3				
George, Kaitlyn	4				
Hurley, Elizabeth	9				
Franklin, Mark	17				
Brodsky, Jamie	19				
Blackwell, Landra	20				
Hundley, John	34				
Davis, William	53				

REAL ESTATE FINANCE & DEVELOPMENT

<u>Name</u>	<u>Yrs Experience</u>	<u>2016 Rate</u>	<u>2017 Rate</u>	<u>Increase</u>	<u>2018 Proposed Rate</u>
Schafer, Mary (paralegal)					
Garris, Mary	9				
Nicholson, Nick	11				
Nunnelley, Rick	27				
Schnell, Anthony	29				
Simpson, Bruce	35				
Barr, Gary	41				
Lear, Bill	43				
Wilford, Frank	44				
Treitz, John	46				

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LABOR, EMPLOYMENT

<u>Name</u>	<u>Yrs Experience</u>	<u>2016 Rate</u>	<u>2017 Rate</u>	<u>Increase</u>	<u>2018 Proposed Rate</u>
Reinhardt, Samuel	2				
Cooke, Allison	4				
Miles, Amy	4				
Clark, Stephen	5				
Muyskens, Elizabeth	10				
Miller, Stacy	13				
Calabrese, Jeff	15				
Skidmore, Kif	16				
Mattingly, Sharon	27				
Allen, Jim	28				
Williams, Tom	28				
Sheller, John	34				
Griffith, Richard	35				
Sykes, Larry	35				
Sales, Walter	45				

HEALTH CARE

<u>Name</u>	<u>Yrs Experience</u>	<u>2016 Rate</u>	<u>2017 Rate</u>	<u>Increase</u>	<u>2018 Proposed rate</u>
Dadds, Harry	43				
Lester, David	43				

IMMIGRATION

<u>Name</u>	<u>Yrs Experience</u>	<u>2016 Rate</u>	<u>2017 Rate</u>	<u>Increase</u>	<u>2018 Proposed Rate</u>
Wages, Heather (paralegal)					
Lui, Lisa (paralegal)					
Raesler, Charles	23				

MINERAL & ENVIRONMENTAL

<u>Name</u>	<u>Yrs Experience</u>	<u>2016 Rate</u>	<u>2017 Rate</u>	<u>Increase</u>	<u>2018 Proposed Rate</u>
McElroy, Lauren	9				
Boswell, Kent	12				
Thomason, John	20				
Bird, Elizabeth	21				
Henderson, John	25				
Lewis, Peter	32				
Thomason, David	50				

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TRUSTS & ESTATE

<u>Name</u>	<u>Yrs Experience</u>	<u>2016 Rate</u>	<u>2017 Rate</u>	<u>Increase</u>	<u>2018 Proposed Rate</u>
Montague, Jamie (paralegal)		\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Sharp, Alberta (paralegal)		\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Colvin, Joseph	12	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Gibson, Randy	39	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]



LG&E and KU Energy LLC
Corporate Law Department
220 W. Main Street
Louisville, Kentucky 40202

March 30, 2018

Kendrick R. Riggs, Esq.
Stoll Keenon Ogden PLLC
500 West Jefferson Street
Suite 2000
Louisville, KY 40202

J. Gregory Cornett
Associate General Counsel
T 502-627-2756
F 502-627-3367
Greg.Cornett@lge-ku.com

RE: 2018 Request for Rate Increase

Dear Kendrick:

I am writing in response to your request for an increase in the 2018 rates your firm charges for work on behalf of LG&E and KU Energy LLC and its subsidiaries. As an initial matter, I want to thank you for complying with our Outside Counsel Guidelines with regard to the submission of your increase request.

This year, less than one-quarter of our firms sought an increase in the rates charged for work on our matters going forward. Some of the requests we received were approved as submitted, some were rejected entirely, and others were approved in part.

With regard to your firm's request, it is approved for time incurred on our behalf beginning April 1, 2018. I am happy to discuss this matter with you further if you have any questions. We value our relationship with your firm and believe that communication between us is a key element of that relationship.

Regards,

A handwritten signature in black ink, appearing to read "J. Gregory Cornett".

J. Gregory Cornett

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Timekeeper Name	Firm	Unit Rate	Timekeeper Classification
Berge, Megan H.	Baker Botts		Partner
Kenigsberg, Rachel F.	Baker Botts		Associate
Leahy, Patrick L.	Baker Botts		Associate
Mayo, Alton K.	Baker Botts		Partner
McDonald Derek R.	Baker Botts		Partner
Greene,C. Scott	BRYAN CAVE LEIGHTON		Partner
Bender,Jack	DINSMORE & SHOHL		Partner
Burton,G.	DINSMORE & SHOHL		Associate
Curtz,Chauncey	DINSMORE & SHOHL		Partner
Depp,Edward	DINSMORE & SHOHL		Partner
Dunnigan,Brady	DINSMORE & SHOHL		Partner
Edelman,Barbara	DINSMORE & SHOHL		Partner
Edwards,Leanthony	DINSMORE & SHOHL		Associate
Gunn,Matthew	DINSMORE & SHOHL		Partner
Hunt,Kurt	DINSMORE & SHOHL		Of Counsel
Kaplan, Jr.,Jeffrey	DINSMORE & SHOHL		Associate
McKenna,Sarah	DINSMORE & SHOHL		Associate
Nolan,Brett	DINSMORE & SHOHL		Associate
O'Bryan,Patrick	DINSMORE & SHOHL		Partner
O'Gara,Daniel	DINSMORE & SHOHL		Associate
Selent,John	DINSMORE & SHOHL		Partner
Skinner,Anna	DINSMORE & SHOHL		Associate
Tucker,Joseph	DINSMORE & SHOHL		Partner
Weiner,Lauren	DINSMORE & SHOHL		Associate
Angell,Ashby	Fisher & Phillips		Associate
Birchfield,Thomas	Fisher & Phillips		Partner
Foley,Chantell	Fisher & Phillips		Associate
George,Tabatha	Fisher & Phillips		Associate
Gomsak,Mark	Fisher & Phillips		Partner
Logsdon,Todd	Fisher & Phillips		Partner
C. Raymond Bell	Foley & Mansfield		Partner
Jennifer A. Cecil	Foley & Mansfield		Associate
Jennifer A. Jumper	Foley & Mansfield		Associate

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Kevin J. Newton	Foley & Mansfield		Associate
Robert J. Brummond	Foley & Mansfield		Partner
Abner,Sara L	Frost Brown Todd LLC		Partner
Beckman,Kellie R	Frost Brown Todd LLC		Associate
Byrne,Jeremiah A	Frost Brown Todd LLC		Partner
Canaday,Theresa A	Frost Brown Todd LLC		Partner
Crawford,Steven M	Frost Brown Todd LLC		Partner
Davis,Kellie	Frost Brown Todd LLC		Associate
De La Barra Helstrom,Carla	Frost Brown Todd LLC		Associate
Egan,John S	Frost Brown Todd LLC		Partner
Fowler,Kevin Nathaniel T	Frost Brown Todd LLC		Associate
Harrison,Miles R	Frost Brown Todd LLC		Associate
King,Edward M	Frost Brown Todd LLC		Partner
Langdon,Douglas W	Frost Brown Todd LLC		Partner
MacDonald,Alan K	Frost Brown Todd LLC		Partner
Northam,Patrick R	Frost Brown Todd LLC		Partner
Palmer,Andrew M	Frost Brown Todd LLC		Partner
Powell,M Tyler	Frost Brown Todd LLC		Partner
Pritchett,Charles M	Frost Brown Todd LLC		Partner
Renzelmann,Jason P	Frost Brown Todd LLC		Partner
Repasky,William T	Frost Brown Todd LLC		Partner
Robinson,D Christopher	Frost Brown Todd LLC		Partner
Severini,Erin P	Frost Brown Todd LLC		Associate
Snider,Olivia K	Frost Brown Todd LLC		Associate
Snyder,Sheryl G	Frost Brown Todd LLC		Partner
Weyand,Allison E Walker	Frost Brown Todd LLC		Associate
John Edward "Ward" Ballerstedt	Fulton & Devlin		Partner
Judson F. Devlin	Fulton & Devlin		Partner
Kate M. Carpenter	Fulton & Devlin		Associate
Robert Nemes	Fulton & Devlin		Associate
Stan S. Dawson	Fulton & Devlin		Partner
Aldridge, Elizabeth	Hunton & Williams		Of Counsel
Andrews, Tae	Hunton & Williams		Associate
Bracken, Lawrence	Hunton & Williams		Partner
Brownell, F.	Hunton & Williams		Partner
Bulleit, Kristy	Hunton & Williams		Partner

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Collins, Cassandra	Hunton & Williams	[REDACTED]	Partner
Levey, Brian	Hunton & Williams	[REDACTED]	Associate
Lin, Elbert	Hunton & Williams	[REDACTED]	Partner
Long, Nash	Hunton & Williams	[REDACTED]	Partner
Merritt, Emma	Hunton & Williams	[REDACTED]	Associate
Murdock, Eric	Hunton & Williams	[REDACTED]	Partner
Oehninger, Sergio	Hunton & Williams	[REDACTED]	Of Counsel
Perkins, Kathleen	Hunton & Williams	[REDACTED]	Associate
Podolny, Megan	Hunton & Williams	[REDACTED]	Associate
Rolfe, Robert	Hunton & Williams	[REDACTED]	Partner
Rosser, Brent	Hunton & Williams	[REDACTED]	Partner
Stefany, Daniel	Hunton & Williams	[REDACTED]	Associate
Trees, Linda	Hunton & Williams	[REDACTED]	Associate
Wood, Allison	Hunton & Williams	[REDACTED]	Partner
Dolan, William	JONES DAY	[REDACTED]	Partner
Joseph, Robert	JONES DAY	[REDACTED]	Of Counsel
Doughty, Timothy A.	Keller & Heckman	[REDACTED]	Associate
Kunkle, Gregory E.	Keller & Heckman	[REDACTED]	Partner
Slattery, Kathleen M.	Keller & Heckman	[REDACTED]	Associate
Wright, Wesley K.	Keller & Heckman	[REDACTED]	Partner
Rice,Bill	King & Spalding LLP	[REDACTED]	Of Counsel
Benjamin R Montague	KIRKLAND & ELLIS	[REDACTED]	Associate
Erin E Murphy	KIRKLAND & ELLIS	[REDACTED]	Partner
Kasdin M Mitchell	KIRKLAND & ELLIS	[REDACTED]	Associate
Paul D Clement, P.C.	KIRKLAND & ELLIS	[REDACTED]	Partner
Eric Langley	Langley & Bromberg	[REDACTED]	Partner
Robin Bromberg	Langley & Bromberg	[REDACTED]	Partner
Alberts, Patricia	MG+M	[REDACTED]	Partner
Glaspy, David	MG+M	[REDACTED]	Partner
Shevtsov, Daniel	MG+M	[REDACTED]	Associate
Eckland,Todd	Pillsbury	[REDACTED]	Partner
Hood,Catherine	Pillsbury	[REDACTED]	Partner
Langan,Stephanie	Pillsbury	[REDACTED]	Associate
Terrell,J. Anthony	Pillsbury	[REDACTED]	Of Counsel
Darren J. Hunter	Rooney Rippie	[REDACTED]	Partner
Ferrell,John	Steptoe (W Virginia)	[REDACTED]	Associate
Knapp,Curtis H.	Steptoe (W Virginia)	[REDACTED]	Of Counsel

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Prosek, Bryan K.	Steptoe (W Virginia)		Partner
Back, Adam	Stoll Keenon Ogden		Partner
Bilby, John	Stoll Keenon Ogden		Partner
Braun, Monica	Stoll Keenon Ogden		Partner
Brent, Douglas	Stoll Keenon Ogden		Of Counsel
Crosby, III, W. Duncan	Stoll Keenon Ogden		Partner
Dilger, Craig	Stoll Keenon Ogden		Partner
Donovan, Andrew	Stoll Keenon Ogden		Associate
Eifler, Timothy	Stoll Keenon Ogden		Partner
Franklin, Mark	Stoll Keenon Ogden		Partner
French, Thomas	Stoll Keenon Ogden		Associate
Garris, Mary	Stoll Keenon Ogden		Partner
George, Kaitlyn	Stoll Keenon Ogden		Associate
Goff, Lea	Stoll Keenon Ogden		Partner
Hatfield, C Kent	Stoll Keenon Ogden		Partner
Heleringer, Philip	Stoll Keenon Ogden		Associate
Hopkins, Chapman	Stoll Keenon Ogden		Partner
Hurley, Elizabeth	Stoll Keenon Ogden		Associate
Hurst, Mark	Stoll Keenon Ogden		Partner
Ingram, III, Lindsey	Stoll Keenon Ogden		Partner
Lindblom, Matthew	Stoll Keenon Ogden		Partner
Loy, Steven	Stoll Keenon Ogden		Partner
Mandlehr, Joseph	Stoll Keenon Ogden		Associate
McCallister, Stephen	Stoll Keenon Ogden		Associate
McGuire, Tara	Stoll Keenon Ogden		Associate
Miles, Amy	Stoll Keenon Ogden		Associate
Miller, Clayton	Stoll Keenon Ogden		Of Counsel
Nunnelley, Richard	Stoll Keenon Ogden		Partner
Pagorski, Emily	Stoll Keenon Ogden		Partner
Parsons, Matt	Stoll Keenon Ogden		Partner
Reinhardt, Samuel	Stoll Keenon Ogden		Associate
Riggs, Kendrick	Stoll Keenon Ogden		Partner
Rutledge, Thomas	Stoll Keenon Ogden		Partner
Sagan, Katharine	Stoll Keenon Ogden		Associate
Sagan, Ken	Stoll Keenon Ogden		Partner
Sales, Walter	Stoll Keenon Ogden		Partner
Schaefer, Christopher	Stoll Keenon Ogden		Partner

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Schnell, Anthony	Stoll Keenon Ogden	[REDACTED]	Partner
Schnell, Anthony	Stoll Keenon Ogden	[REDACTED]	Partner
Sheller, John	Stoll Keenon Ogden	[REDACTED]	Partner
Sherman, Stephen	Stoll Keenon Ogden	[REDACTED]	Of Counsel
Singleton, A.	Stoll Keenon Ogden	[REDACTED]	Partner
Smith, George	Stoll Keenon Ogden	[REDACTED]	Partner
VanMeter, Lucy	Stoll Keenon Ogden	[REDACTED]	Partner
Weihe, Eric	Stoll Keenon Ogden	[REDACTED]	Partner
Wimberly, Mary Ellen	Stoll Keenon Ogden	[REDACTED]	Associate
Wiseman, Tim	Stoll Keenon Ogden	[REDACTED]	Associate
Wuetcher, Gerald	Stoll Keenon Ogden	[REDACTED]	Of Counsel
Anziska, Daniel	Troutman Sanders LLP	[REDACTED]	Partner
Archuleta, Daniel	Troutman Sanders LLP	[REDACTED]	Partner
Balthrop, Katie	Troutman Sanders LLP	[REDACTED]	Associate
Brody, Richard	Troutman Sanders LLP	[REDACTED]	Partner
Crowley, M.	Troutman Sanders LLP	[REDACTED]	Partner
Dailey, Anne	Troutman Sanders LLP	[REDACTED]	Partner
DeVita, Thomas	Troutman Sanders LLP	[REDACTED]	Associate
Edwards, Bob	Troutman Sanders LLP	[REDACTED]	Partner
Jones, Christopher	Troutman Sanders LLP	[REDACTED]	Partner
Kooistra, Russell	Troutman Sanders LLP	[REDACTED]	Associate
Mandel, Meghan	Troutman Sanders LLP	[REDACTED]	Associate
McDonald, Hugh	Troutman Sanders LLP	[REDACTED]	Partner
Perry, Jamond	Troutman Sanders LLP	[REDACTED]	Associate
Sikora, Clifford	Troutman Sanders LLP	[REDACTED]	Partner
Thompson, Adrienne	Troutman Sanders LLP	[REDACTED]	Associate
Zentz, Chris	Troutman Sanders LLP	[REDACTED]	Associate
Sarah Y. M. Himmel	Two Rivers Law Group	[REDACTED]	Partner
Fawal, Margaret	Venable LLP	[REDACTED]	Associate

EXECUTION VERSION

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

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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 [REDACTED] 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 [REDACTED].

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) [REDACTED] 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) [REDACTED] 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.

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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) [REDACTED] 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) [REDACTED] 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 [REDACTED] 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 [REDACTED] 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.

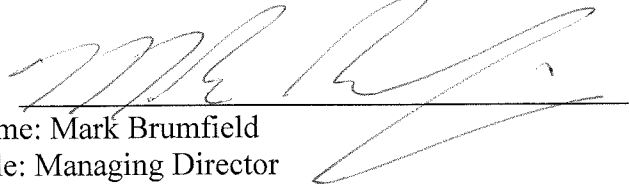
In addition, you agree to pay all reasonable and customary out-of-pocket costs and expenses incurred by Wells Fargo and Wells Fargo Securities in connection with the negotiation of documentation and the syndication of the Facilities (including, without limitation, the reasonable fees and out-of-pocket 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

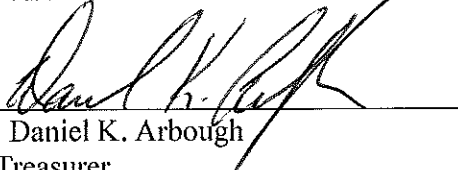
AGREED TO AND ACCEPTED
AS OF THE DATE FIRST WRITTEN ABOVE

PPL ELECTRIC UTILITIES CORPORATION

By: 
Name: Mark F. Wilten
Title: Treasurer

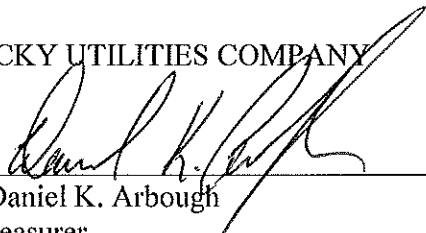
AGREED TO AND ACCEPTED
AS OF THE DATE FIRST WRITTEN ABOVE

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

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

CONFIDENTIAL INFORMATION REDACTED

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 [REDACTED] 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 [REDACTED].

In addition, you further agree that the fronting fee payable to the Issuer of each Letter of Credit shall equal [REDACTED] 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,

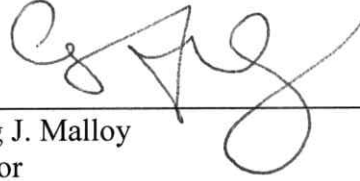
CITIGROUP GLOBAL MARKETS INC.

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

MIZUHO BANK, LTD.

By: 
Name: Nelson Chang
Title: Authorized Signatory

BARCLAYS BANK PLC

A handwritten signature in black ink, appearing to read 'Craig J. Malloy', is written over a horizontal line. The signature is stylized and cursive.

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

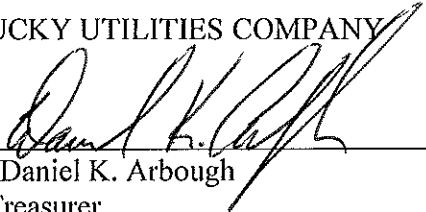
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AS OF THE DATE FIRST WRITTEN ABOVE

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
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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

CONFIDENTIAL INFORMATION REDACTED

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 [REDACTED] 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 [REDACTED].

In addition, you further agree that the fronting fee payable to the Issuer of each Letter of Credit shall equal [REDACTED] 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.

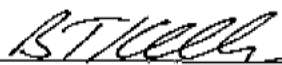
This fee letter is delivered to you with the understanding that neither this fee letter nor the substance hereof shall be disclosed to any third party (including, without limitation, other lenders, underwriters, placement agents, advisors or similar persons) without the prior written consent of MLPFS,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

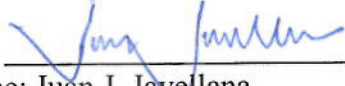
Name: B. Timothy Keller

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

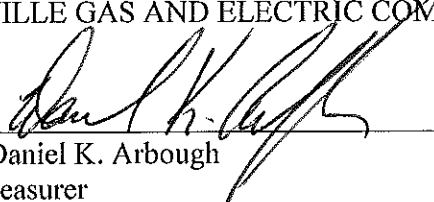
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AS OF THE DATE FIRST WRITTEN ABOVE

PPL ELECTRIC UTILITIES CORPORATION

By: 
Name: Mark F. Wilten
Title: Treasurer

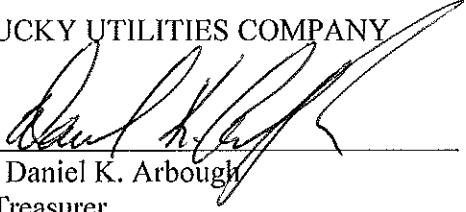
AGREED TO AND ACCEPTED
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LOUISVILLE GAS AND ELECTRIC COMPANY

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



a PPL company

Dr. Talina R. Mathews
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

**Louisville Gas and Electric
Company**
State Regulation and Rates
220 West Main Street
PO Box 32010
Louisville, Kentucky 40232
www.lge-ku.com

February 2, 2017

Rick E. Lovekamp
Manager - Regulatory
Affairs/Tariffs
T 502-627-3780
F 502-627-3213
rick.lovekamp@lge-ku.com

RE: Application of Louisville Gas and Electric Company for an Order Amending and Extending Existing Authority with Respect to Revolving Line of Credit (Case No. 2016-00361)

Dear Dr. Mathews:

Pursuant to Ordering Paragraph No. 6 of the Commission's Order dated December 9, 2016 and amended December 14, 2016 in the above referenced case, Louisville Gas and Electric Company ("LG&E") files an amendment (See Attached) to its Amended and Restated Revolving Credit Agreement ("Credit Agreement") in connection with its multi-year revolving line of credit.

On January 4, 2017, LG&E extended the termination date of the Credit Agreement from December 31, 2020 to January 27, 2021. Subsequently on January 27, 2017, LG&E further extended the termination date by one year, from January 27, 2021 to January 27, 2022. To date, LG&E has incurred \$295,000 of upfront and arrangement fees and \$52,377 of additional expenses, including legal fees, in connection with amending the Credit Agreement.

This information is being filed electronically pursuant to 807 KAR 5:001, Section 8. I certify that the electronically filed documents are a true representation of the documents in paper medium to be filed with the Commission within two business days from the date of this electronic filing, and that all materials in the paper documents are included in the electronic filing.

Dr. Talina R. Mathews
February 2, 2017

Should you have any questions regarding the enclosed, please contact me at your convenience.

Sincerely,



Rick E. Lovekamp

**COMMITMENT EXTENSION AGREEMENT AND AMENDMENT NO. 2 TO CREDIT AGREEMENT
(Commitment Extension Pursuant to Section 2.08(d) of Credit Agreement and Amendment Pursuant to
Section 9.05 of Existing Credit Agreement)**

This **COMMITMENT EXTENSION AGREEMENT AND AMENDMENT NO. 2 TO CREDIT AGREEMENT** (this "**Agreement**") dated as of January 4, 2017, is entered into by and among **LOUISVILLE GAS AND ELECTRIC COMPANY**, a Kentucky corporation ("**Borrower**"), the undersigned Lenders (as defined in the Credit Agreement) extending their Commitments (as defined in the Credit Agreement) (collectively, the "**Extending Lenders**"), the other Lenders party hereto and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Administrative Agent (in such capacity, the "**Administrative Agent**"), Swingline Lender and Issuing Lender. Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to them in the Credit Agreement (as hereinafter defined).

RECITALS

A. Borrower, the Extending Lenders, the Lenders (as defined in the Existing Credit Agreement) and the Administrative Agent are parties to that certain Amended and Restated Revolving Credit Agreement dated as of July 28, 2014 (as amended, restated, or otherwise modified from time to time prior to the date hereof, the "**Existing Credit Agreement**") and as amended hereby, the "**Credit Agreement**").

B. The Borrower desires to amend the Existing Credit Agreement to change the existing Termination Date, effective as of the date hereof, from December 31, 2020 to January 27, 2021, and to make certain additional changes to Section 2.08(d) of the Existing Credit Agreement, and the Lenders party hereto agree to such amendment (the "**Termination Date Amendment**"). Pursuant to Section 2.08(d) of the Credit Agreement, after giving effect to the Termination Date Amendment, Borrower has requested a further extension of the Termination Date (the "**Commitment Extension**") of the Commitments by one year, from January 27, 2021 to January 27, 2022, effective on January 27, 2017 (the "**Extension Date**").

C. Each of the undersigned Extending Lenders has agreed to extend its Commitment in accordance with Schedule I hereto.

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

1. Extension of Commitments. Effective as of the Extension Date, the Termination Date of the Commitment of each Extending Lender identified on Schedule I shall be extended to January 27, 2022, which, for purposes of Section 2.08(d)(ii) of the Credit Agreement, shall be the "**Current Termination Date**."

2. Conditions Precedent to Effectiveness of Commitment Extension. Subject to the satisfaction of the following conditions, the Commitment Extension shall be effective as of the Extension Date:

- 1) Administrative Agent shall have received:
 - a) counterparts of this Agreement, executed by Borrower and each Extending Lender;
 - b) an Extension Letter;
 - c) a certificate (in the form of Exhibit A hereto) of the Borrower dated the Extension Date signed by a Responsible Officer of the Borrower, certifying that:
 - i) on such date, no Default under the Credit Agreement has occurred and is continuing;
 - ii) the representations and warranties of the Borrower contained in the Credit Agreement are true and correct as of the Extension 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

and except for the representations and warranties in Section 5.04(c), Section 5.05 and Section 5.13 of the Credit Agreement; and

- iii) any governmental, regulatory and third party approvals of any Governmental Authority, including, without limitation, the KPSC and/or FERC, required to authorize the Commitment Extension are attached thereto and remain in full force and effect.
 - d) Opinions of counsel (in the form of Exhibit B) for the Borrower, addressed to the Administrative Agent and each Lender, dated the Extension Date, in form and substance satisfactory to the Administrative Agent.
- 2) No action shall have been taken by any competent authority in connection with the approvals referred to in Section 2(1)(c)(iii) which could restrain or prevent the Commitment Extension or impose, in the reasonable judgment of the Administrative Agent, materially adverse conditions upon the consummation of the Commitment Extension.
 - 3) Borrower shall have paid all fees and expenses that are required to be paid as of the date set forth in that certain fee letter dated October 31, 2016, between the Borrower and Wells Fargo Securities, LLC;
 - 4) Lenders holding Commitments that aggregate at least 51% of the aggregate Revolving Commitments of the Lenders on or prior to the Election Date shall have agreed to extend the Current Termination Date.

3. Termination Date Amendment. Upon execution of this Agreement by the requisite Lenders under Section 9.05 of the Existing Credit Agreement, with effect from and including the date hereof, (a) Section 1.01 of the Existing Credit Agreement is amended by amending the definition of "Termination Date" by replacing "December 31, 2020" in clause (i) thereof with "January 27, 2021," and (b) Section 2.08(d)(ii) of the Existing Credit Agreement is amended by adding the words "up to" immediately prior to "one year after the Current Termination Date."

4. Miscellaneous.

- (a) (i) Headings and captions may not be construed in interpreting provisions; (ii) this Agreement shall be governed by, and construed in accordance with, the law of the State of New York; and (iii) this Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document, and all of those counterparts must be construed together to constitute the same document. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.
- (b) Upon and after the execution of this Agreement by each of the parties hereto, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as modified hereby. This Amendment shall constitute a Loan Document.

5. FULL FORCE AND EFFECT; RATIFICATION; ENTIRE AGREEMENT. EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OF THE TERMS AND CONDITIONS OF THE EXISTING CREDIT AGREEMENT ARE UNCHANGED AND REMAINS IN FULL FORCE AND EFFECT, AND, AS MODIFIED HEREBY, THE BORROWER CONFIRMS AND RATIFIES ALL OF THE TERMS, COVENANTS AND CONDITIONS OF THE EXISTING CREDIT AGREEMENT. THIS AGREEMENT SHALL CONSTITUTE A LOAN DOCUMENT FOR ALL PURPOSES OF THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS. THE EXECUTION, DELIVERY AND EFFECTIVENESS OF THIS AGREEMENT 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, EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONSTITUTE A WAIVER OR AMENDMENT OF ANY PROVISION OF ANY OF THE LOAN

DOCUMENTS. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, TOGETHER WITH THIS AGREEMENT, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature Pages to Follow]

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

**LOUISVILLE GAS AND ELECTRIC
COMPANY**


a Kentucky corporation

By: _____


Name: Daniel K. Arbough

Title: Treasurer

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

By:  _____

Name: Frederick W. Price

Title: Managing Director

WELLS FARGO BANK, NATIONAL ASSOCIATION
as an Extending Lender

By:



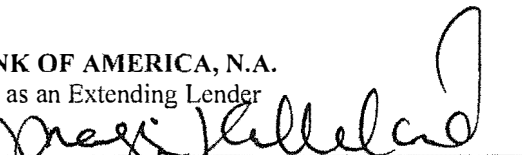
Name:

Title:

Frederick W. Price
Managing Director

BANK OF AMERICA, N.A.
as an Extending Lender

By:


Name: Maggie Halleland
Title: Vice President

JPMORGAN CHASE BANK, N.A.

as an Extending Lender

By: 

Name: Juan J. Javellana

Title: Executive Director

BARCLAYS BANK PLC

as an Extending Lender

By: Vanessa A. Kurbatskiy

Name: Vanessa Kurbatskiy

Title: Vice President

CITIBANK, N.A.,

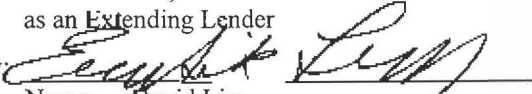
as an Extending Lender,

By: Richard O. Rivera

Name: Richard Rivera

Title: Vice President

MIZUHO BANK, LTD.
as an Extending Lender

By: 

Name: David Lim

Title: Authorized Signatory

THE BANK OF NOVA SCOTIA

as an Lending Lender

By:

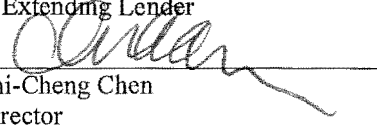


Name: David Dewar

Title: Director

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

By: _____



Name: Chi-Cheng Chen

Title: Director

BNP PARIBAS

as an Extending Lender

By: 

Name: Francis DeLaney

Title: Managing Director

BNP PARIBAS

as an Extending Lender

By: 

Name: Karima Omar

Title: Vice President

**CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK BRANCH**
as an Extending Lender

By: 

Name:
Title: **Gordon R. Eadon**
Authorized Signatory

By: 

Name:
Title: **Anju Abraham**
Authorized Signatory

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**

as an Extending Lender

By:  _____

Name: Mikhail Faybusovich

Title: Authorized Signatory

By:  _____

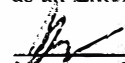
Name: Lorenz Meier

Title: Authorized Signatory

GOLDMAN SACHS BANK USA

as an Extending Lender

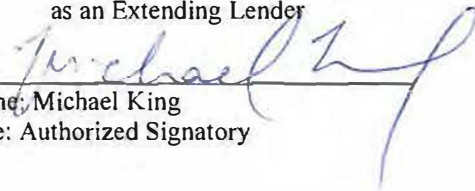
By:



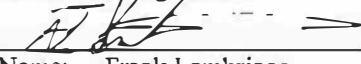
Name: Josh Rosenthal

Title: Authorized Signatory

MORGAN STANLEY BANK, N.A. ,
as an Extending Lender

By: 
Name: Michael King
Title: Authorized Signatory

ROYAL BANK OF CANADA
as an Extending Lender

By:  _____
Name: Frank Lambrinos
Title: Authorized Signatory

SUN TRUST BANK
as an Extending Lender

By:


Name: Shannon Juhan
Title: Director

UBS AG, STAMFORD BRANCH

as an Extending Lender

By:  _____

Name: Craig Pearson

Title: Associate Director

By:  _____

Name: Darlene Arias

Title: Director

U.S. BANK NATIONAL ASSOCIATION
as an Extending Lender

By:  _____

Name: James O'Shaughnessy

Title: Vice President

THE BANK OF NEW YORK MELLON

as an Extending Lender

By: Mark W. Rogers

Name: Mark W. Rogers

Title: Vice President

PNC BANK, NATIONAL ASSOCIATION

as an Extending Lender

By: 

Name: Thomas E. Redmond

Title: Managing Director

SCHEDULE I

COMMITMENTS AND APPLICABLE PERCENTAGES OF EXTENDING LENDERS

LENDERS	COMMITMENT	PERCENTAGE
Wells Fargo Bank, National Association	\$ 32,500,000	6.5%
Bank of America, N.A.	32,500,000	6.5%
JPMorgan Chase Bank, N.A.	32,500,000	6.5%
Barclays Bank PLC	32,500,000	6.5%
Citibank, N.A.	32,500,000	6.5%
Mizuho Bank, Ltd.	32,500,000	6.5%
The Bank of Nova Scotia	25,000,000	5.0%
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	25,000,000	5.0%
BNP Paribas	25,000,000	5.0%
Canadian Imperial Bank of Commerce	25,000,000	5.0%
Credit Suisse AG, Cayman Islands Branch	25,000,000	5.0%
Goldman Sachs Bank USA	25,000,000	5.0%
Morgan Stanley Bank, N.A.	25,000,000	5.0%
Royal Bank of Canada	25,000,000	5.0%
Suntrust Bank	25,000,000	5.0%
UBS AG, Stamford Branch	25,000,000	5.0%
U.S. Bank National Association	25,000,000	5.0%
The Bank of New York Mellon	15,000,000	3.0%
PNC Bank, National Association	15,000,000	3.0%
Total	\$ 500,000,000	100%

Exhibit A – Form of Officer’s Certificate to be dated the Extension Date

EXHIBIT A**LOUISVILLE GAS AND ELECTRIC COMPANY****Officer's Certificate**

I, the undersigned, DANIEL K. ARBOUGH, Treasurer of Louisville Gas and Electric Company, a Kentucky corporation (the "Borrower"), do hereby certify that:

1. This Certificate is furnished pursuant to Section 2(1)(c) of the Commitment Extension Agreement and Amendment No. 2 to Credit Agreement, dated as of January 4, 2017 (the "Amendment"), which amends the Amended and Restated Revolving Credit Agreement, dated as of July 28, 2014, among the BORROWER, the LENDERS from time to time party thereto and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, as amended by Amendment No. 1 thereto dated as of January 29, 2016 (such Agreement as so amended by such Amendment No. 1 and the Amendment, the "Amended Credit Agreement"). Capitalized terms not defined herein shall have the meaning provided them in the Amended Credit Agreement.
2. On the date hereof, no Default under the Amended Credit Agreement has occurred and is continuing.
3. The representations and warranties of the Borrower contained in the Amended Credit Agreement are true and correct as of the date hereof, 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 and except for the representations and warranties in Sections 5.04(c), 5.05 and 5.13 of the Amended Credit Agreement.
4. The Orders of the Kentucky Public Service Commission dated July 2, 2015 (Case No. 2015-00138) and December 9, 2016 (Case No. 2016-00361, as amended by the Order of the Kentucky Public Service Commission dated December 14, 2016) attached hereto as Exhibit 1 remain in full force and effect and no other governmental, regulatory and third party approval of any Governmental Authority is required to authorize the Commitment Extension (as defined in the Amendment).

2017. IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____,

LOUISVILLE GAS AND ELECTRIC COMPANY

Name: Daniel K. Arbough
Title: Treasurer

EXHIBIT 1

Governmental Approvals

Exhibit B – Form of Counsel’s Opinion to be dated the Extension Date

[Letterhead of Gerald A. Reynolds, Esq.]

To the Administrative Agent and
each of the Lenders party as of the
date hereof to the Credit Agreement
referred to below

Re: \$500,000,000 Revolving Credit Agreement

Ladies and Gentlemen:

I am General Counsel, Chief Compliance Officer and Corporate Secretary of Louisville Gas and Electric Company (the "Borrower"), and have acted as counsel to the Borrower in connection with the Commitment Extension Agreement and Amendment No. 2 to Credit Agreement, dated as of January 4, 2017 (the "Amendment"), which amends the Amended and Restated Revolving Credit Agreement, dated as of July 28, 2014, among the Borrower, Wells Fargo Bank, National Association, as Administrative Agent, Issuing Lender and Swingline Lender and the Lenders party thereto, as amended by Amendment No. 1 thereto dated as of January 29, 2016 (such Amended and Restated Revolving Credit Agreement, as so amended by such Amendment No. 1 and the Amendment, the "Credit Agreement"). Capitalized terms used but not defined herein have the meanings assigned to such terms in the Credit Agreement or the Amendment, as applicable.

I am familiar with the Credit Agreement, the Amendment and other documents executed and delivered by the Borrower in connection therewith. I also have examined such other documents and satisfied myself as to such other matters as I have deemed necessary in order to render this opinion.

In rendering this opinion, I have assumed: (a) the genuineness of the signatures on all documents and instruments (other than the signatures of officers of the Borrower), the authenticity of all documents submitted as originals, the conformity to originals of all documents submitted as photostatic or certified copies, and the accuracy and completeness of all corporate records made available to me by the Borrower; (b) the due execution and delivery of the Credit Agreement and the Amendment by the Lenders party thereto; and (c) that each of the Credit Agreement and the Amendment constitutes the legal, valid and binding obligation of the Lenders party thereto.

Based on the foregoing, I am of the opinion that:

1. The Borrower is duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the corporate power to make and perform its obligations under the Credit Agreement and the Amendment.

2. The execution and delivery of the Credit Agreement and the Amendment and performance by the Borrower of its obligations under the Credit Agreement and the Amendment have been duly authorized by the Borrower and do not violate any provision of law or regulation, or any decree, order, writ or judgment applicable to the Borrower, or any provision of the Borrower's certificate of incorporation, by-laws or board or shareholder resolutions, or result in the breach of or constitute a default under any indenture or other agreement or instrument known to me to which the Borrower is a party.

3. Each of the Credit Agreement and the Amendment has been duly executed and delivered by the Borrower.

4. Except as disclosed in or contemplated by the Credit Agreement, the Amendment or the Borrower's Annual Report on Form 10-K for the year ended December 31, 2015, or in any subsequent report of the Borrower filed prior to the date hereof with the Securities and Exchange Commission on Form 10-Q or 8-K, or otherwise furnished in writing to the Administrative Agent and the Lenders, no litigation, arbitration or administrative proceeding or inquiry is pending, or to my knowledge, threatened, which would reasonably be expected to materially adversely affect the ability of the Borrower to perform any of its obligations under the Credit Agreement or the Amendment. To my knowledge, there is no litigation, arbitration or administrative proceeding pending or threatened that questions the validity of the Credit Agreement or the Amendment.

5. There have not been any "reportable events," as that term is defined in Section 4043 of the Employee Retirement Income Security Act of 1974, as amended, which would result in a material liability of the Borrower.

6. Each of the July 2, 2015, December 9, 2016 and December 14, 2016 Orders of the Kentucky Public Service Commission (the "KPSC") relating to the Credit Agreement is in full force and effect, and no further authorization, consent or approval from any Governmental Authority is required for the execution and delivery of the Credit Agreement or the Amendment and performance of the Credit Agreement or the Amendment by the Borrower or for the borrowings by the Borrower thereunder, except such authorizations, consents and approvals as have been obtained prior to the date hereof, which authorizations, consents and approvals are in full force and effect.

In rendering the opinions set forth above, I note that any exercise by the Company of the option to increase the Commitments as contemplated in Section 2.19 of the Credit Agreement will require additional authorization by the Company's Board of Directors and/or the KPSC, and any exercise by the Company of the option to further extend the term of the Credit Agreement as contemplated in Section 2.08(d) of the Credit Agreement, other than as contemplated by the Amendment, will require additional

authorization by the Company's Board of Directors and may require additional authorization by the KPSC.

In rendering its opinion to the addressee hereof, Pillsbury Winthrop Shaw Pittman LLP may rely as to matters of Kentucky law addressed herein upon this letter as if it were addressed directly to them. At the request of the Administrative Agent and the Lenders, I hereby consent to reliance hereon by any future assignee of any interest in the Loans that becomes a Lender under the Credit Agreement pursuant to an assignment that is made and consented to in accordance with the express provisions of Section 9.06 of the Credit Agreement, on the condition and the understanding that (i) any such reliance by a future Lender must be actual and reasonable under the circumstances, (ii) I have no responsibility or obligation to consider the applicability or correctness of this letter to any person or entity other than its named addressee or addressees or at any time other than as of the date hereof, and (iii) any such future Lender may rely on this letter to no greater extent than Lenders may as of the date hereof but any such future Lender also is subject to any changes or developments up to the time it acquires its interest that may adversely affect the opinions and matters referred to in this letter. Except as aforesaid, without my prior written consent, this opinion may not be furnished or quoted to, or relied upon by, any other person or entity for any purpose.

Very truly yours,

[Letterhead of Pillsbury Winthrop Shaw Pittman LLP]

To the Administrative Agent and
each of the Lenders party as of the
date hereof to the Revolving Credit
Agreement referred to below

Re: Louisville Gas and Electric Company
\$500,000,000 Revolving Credit Agreement

Ladies and Gentlemen:

We have acted as special counsel to Louisville Gas and Electric Company, a Kentucky corporation (the "Company"), in connection with the negotiation, execution and delivery of the Commitment Extension Agreement and Amendment No. 2 to Credit Agreement, dated as of January 4, 2017 (the "Amendment"), which amends the Amended and Restated Revolving Credit Agreement, dated as of July 28, 2014, among the Company, Wells Fargo Bank, National Association, as Administrative Agent, Issuing Lender and Swingline Lender, and the other Lenders party thereto, as amended by Amendment No. 1 thereto dated as of January 29, 2016 (such Amended and Restated Revolving Credit Agreement as so amended by such Amendment No. 1 and the Amendment, the "Credit Agreement"). This letter is being delivered to you at the request of the Company pursuant to Section 2(1)(d) of the Amendment.

In preparing this letter, we have reviewed the Credit Agreement, the Amendment and the other documents executed and delivered by the Company in connection therewith. We have also reviewed the Orders of the Kentucky Public Service Commission ("KPSC") dated July 2, 2015 (Case No. 2015-00138) and December 9, 2016 (Case No. 2016-00361, as amended by the Order of the KPSC dated December 14, 2016), in connection with the Credit Agreement (the "KPSC Orders").

Subject to the assumptions, qualifications and other limitations set forth below, it is our opinion that:

1. Each of the Credit Agreement and the Amendment constitutes the valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms.
2. The Company is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.
3. The borrowings under the Credit Agreement and the use of proceeds thereof as contemplated by the Credit Agreement do not violate Regulation U or X of the Board of Governors of the Federal Reserve System.

In rendering our opinions, we have (a) without independent verification, relied, with respect to factual matters, statements and conclusions, on certificates, notifications and

statements, whether written or oral, of governmental officials and individuals identified to us as officers and representatives of the Company and on the representations made by the Company in the Credit Agreement, the Amendment and other documents delivered to you in connection therewith and (b) reviewed originals, or copies of such agreements, documents and records as we have considered relevant and necessary as a basis for our opinions. In rendering the opinions set forth above, we note that any exercise by the Company of the option to increase the Commitments as contemplated in Section 2.19 of the Credit Agreement will require additional authorization by the Company's Board of Directors, the KPSC and/or the Federal Energy Regulatory Commission, and any exercise by the Company of the option to further extend the term of the Credit Agreement as contemplated in Section 2.08(d) of the Credit Agreement, other than as contemplated by the Amendment, will require additional authorization by the Company's Board of Directors and may require additional authorization by the KPSC and/or the Federal Energy Regulatory Commission. We note that, as counsel to the Company, we do not represent it generally and there may be facts relating to the Company of which we have no knowledge.

We have assumed (a) the accuracy and completeness of all certificates, agreements, documents, records and other materials submitted to us; (b) the authenticity of original certificates, agreements, documents, records and other materials submitted to us; (c) the conformity with the originals of any copies submitted to us; (d) the genuineness of all signatures; (e) the legal capacity of all natural persons; (f) that each of the Credit Agreement and the Amendment constitutes the valid, legally binding and enforceable agreement of the parties thereto under all applicable law (other than, in the case of the Company, the law of the State of New York); (g) that the Company (i) is duly organized, validly existing and in good standing under the law of its jurisdiction of organization, (ii) has the power to execute and deliver, and to perform its obligations under, the Credit Agreement and the Amendment, (iii) has duly taken or caused to be taken all necessary action to authorize the execution, delivery and performance by it of the Credit Agreement and the Amendment and (iv) has duly executed and delivered the Credit Agreement and the Amendment; (h) that the execution and delivery by the Company of, and the performance by the Company of its obligations under, the Credit Agreement and the Amendment does not and will not (i) breach or violate (A) its Amended and Restated Articles of Incorporation or Bylaws, (B) any agreement or instrument to which the Company or any of its affiliates is a party or by which the Company or any of its affiliates or any of their respective properties may be bound, (C) any authorization, consent, approval or license (or the like) of, or exemption (or the like) from, or any registration or filing (or the like) with, or report or notice (or the like) to, any governmental unit, agency, commission, department or other authority granted to or otherwise applicable to the Company or any of its affiliates or any of their respective properties (each a "Governmental Approval"), (D) any order, decision, judgment or decree that may be applicable to the Company or any of its affiliates or any of their respective properties, or (E) any law (other than the law of the State of New York and the federal law of the United States), or (ii) require any Governmental Approval (other than the KPSC Orders, which we assume to have been duly granted and to remain in full force and effect); (h) that the Company is engaged only in the businesses described in its Annual Report on Form 10-K for the year ended December 31, 2015 filed with the Securities and Exchange Commission; (i) that there are no agreements, understandings or negotiations between the parties not set forth in the Credit Agreement or the Amendment that would modify the terms thereof or the rights and obligations

of the parties thereunder; and (j) for purposes of our opinion in paragraph 1 as it relates to the choice-of-law provisions in the Credit Agreement and the Amendment, that the choice of law of the State of New York as the governing law of the Credit Agreement and the Amendment would not result in a violation of an important public policy of another state or country having greater contacts with the transactions contemplated by the agreement than the State of New York.

Our opinions are subject to and limited by the effect of (a) applicable bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, receivership, conservatorship, arrangement, moratorium and other similar laws affecting and relating to the rights of creditors generally; (b) general equitable principles; (c) requirements of reasonableness, good faith, fair dealing and materiality; (d) Article 9 of the Uniform Commercial Code regarding restrictions on assignment or transfer of rights; and (e) additionally in the case of (i) indemnities, a requirement that facts, known to the indemnitee but not the indemnitor, in existence at the time the indemnity becomes effective that would entitle the indemnitee to indemnification be disclosed to the indemnitor, and a requirement that an indemnity provision will not be read to impose obligations upon indemnitors which are neither disclosed at the time of its execution nor reasonably within the scope of its terms and overall intention of the parties at the time of its making, (ii) waivers, Sections 9-602 and 9-603 of the Uniform Commercial Code, and (iii) indemnities, waivers and exculpatory provisions, public policy.

We express no opinion with respect to the following sections of the Credit Agreement: (i) Section 9.02 (cumulative remedies), (ii) provisions relating to rules of evidence or quantum of proof, (iii) Section 9.07 (submission to jurisdiction and waiver of inconvenient forum), insofar as such sections relate to federal courts (except as to the personal jurisdiction thereof), and (choice of venue, i.e., requiring actions to be commenced in a particular court in a particular jurisdiction), and (iv) Section 9.11 (waiver of jury trial), insofar as such section is sought to be enforced in a federal court.

We express no opinion as to the law of any jurisdiction other than the law of the State of New York and the federal law of the United States of America, and in each case, only such law that in our experience is normally applicable to transactions of the type contemplated by the Credit Agreement and the Amendment and excluding (i) any law that is part of a regulatory regime applicable to specific assets or businesses of any party other than the Company and (ii) the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities and special political subdivisions.

This letter speaks only as of the date hereof. We have no responsibility or obligation to update this letter or to take into account changes in law or facts or any other development of which we may later become aware.

This letter is delivered by us as special counsel for the Company solely for your benefit in connection with the transaction referred to herein and may not be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person or entity without our prior written consent. At your request, we hereby consent to reliance hereon by any future assignee of your interest in the Loans that becomes a Lender under the Credit Agreement pursuant to an assignment that is made and consented to in accordance with the express

Page 4

provisions of Section 9.06 of the Credit Agreement, on the condition and the understanding that (i) any such reliance by a future Lender must be actual and reasonable under the circumstances, (ii) we have no responsibility or obligation to consider the applicability or correctness of this letter to any person or entity other than its named addressee or addressees or at any time other than as of the date hereof, and (iii) any such future Lender may rely on this letter to no greater extent than you may as of the date hereof but any such future Lender also is subject to any changes or developments up to the time it acquires its interest that may adversely affect the opinions and matters referred to in this letter.

Very truly yours,

**COMMITMENT EXTENSION AGREEMENT AND AMENDMENT NO. 3 TO CREDIT AGREEMENT
(Commitment Extension Pursuant to Section 2.08(d) of Credit Agreement and Amendment Pursuant to
Section 9.05 of Existing Credit Agreement)**

This **COMMITMENT EXTENSION AGREEMENT AND AMENDMENT NO. 3 TO CREDIT AGREEMENT** (this "*Agreement*") dated as of January 26, 2018, is entered into by and among **LOUISVILLE GAS AND ELECTRIC COMPANY**, a Kentucky corporation ("*Borrower*"), the undersigned Lenders (as defined in the Credit Agreement) extending their Commitments (as defined in the Credit Agreement) (collectively, the "*Extending Lenders*") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Administrative Agent (in such capacity, the "*Administrative Agent*"), Swingline Lender and Issuing Lender. Capitalized terms used and not otherwise defined herein shall have the meanings attributed to them in the Credit Agreement (as hereinafter defined).

RECITALS

A. Borrower, the Extending Lenders, the Lenders (as defined in the Existing Credit Agreement) and the Administrative Agent are parties to that certain Amended and Restated Revolving Credit Agreement dated as of July 28, 2014 (as amended, restated, or otherwise modified from time to time prior to the date hereof, the "*Existing Credit Agreement*") and as amended hereby, the "*Credit Agreement*").

B. The Borrower desires to amend the Existing Credit Agreement (i) to change the existing Termination Date, effective as of the Extension Date (as defined below), from January 27, 2022 to January 26, 2023 and (ii) to amend the definition of "Change of Control" in Section 1.01 of the Existing Credit Agreement, and the Lenders party hereto agree to such amendments. Pursuant to Section 2.08(d) of the Credit Agreement, Borrower has requested an extension of the Termination Date (the "*Commitment Extension*") of the Commitments from January 27, 2022 to January 26, 2023, effective on the date hereof (the "*Extension Date*"), provided that the Administrative Agent determines that the conditions specified in or pursuant to Section 2 of this Agreement have been satisfied.

C. Each of the undersigned Extending Lenders has agreed to extend its Commitment in accordance with Schedule I hereto.

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

1. Extension of Commitments. Effective as of the Extension Date, the Termination Date of the Commitment of each Extending Lender identified on Schedule I shall be extended to January 26, 2023, which, for purposes of Section 2.08(d)(ii) of the Credit Agreement, shall be the "*Current Termination Date*."

2. Conditions Precedent to Effectiveness of Commitment Extension. Subject to the satisfaction of the following conditions, the Commitment Extension shall be effective as of the Extension Date:

- 1) Administrative Agent shall have received:
 - a) counterparts of this Agreement, executed by Borrower and each Extending Lender;
 - b) an Extension Letter;
 - c) a certificate of the Borrower dated the Extension Date and signed by a Responsible Officer of the Borrower, certifying that:
 - i) on such date, no Default under the Credit Agreement has occurred and is continuing;
 - ii) the representations and warranties of the Borrower contained in the Credit Agreement are true and correct as of the Extension 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

and except for the representations and warranties in Section 5.04(c), Section 5.05 and Section 5.13 of the Credit Agreement; and

- iii) any governmental, regulatory and third party approvals of any Governmental Authority, including, without limitation, the KPSC and/or FERC, required to authorize the Commitment Extension are attached thereto and remain in full force and effect.
 - d) Opinions of (i) Pillsbury Winthrop Shaw Pittman LLP, counsel to the Borrower, and (ii) in-house counsel of the Borrower, addressed to the Administrative Agent and each Lender, dated the Extension Date, in form and substance satisfactory to the Administrative Agent.
- 2) No action shall have been taken by any competent authority in connection with the approvals referred to in Section 2(1)(c)(iii) which could restrain or prevent the Commitment Extension or impose, in the reasonable judgment of the Administrative Agent, materially adverse conditions upon the consummation of the Commitment Extension.
 - 3) Borrower shall have paid all fees and expenses that are required to be paid as of the date set forth in that certain fee letter dated December 15, 2017, between the Borrower and Wells Fargo Securities, LLC;
 - 4) Lenders holding Commitments that aggregate at least 51% of the aggregate Revolving Commitments of the Lenders on or prior to the Election Date shall have agreed to extend the Current Termination Date.

3. Termination Date Amendment. Upon execution of this Agreement by the requisite Lenders under Section 9.05 of the Existing Credit Agreement, with effect from and including the Extension Date, Section 1.01 of the Existing Credit Agreement is amended by deleting the definition of “Termination Date” in its entirety and replacing it with the following:

““Termination Date” means the earlier to occur of (i) January 26, 2023 and (ii) the date upon which all Commitments shall have been terminated in their entirety in accordance with this Agreement.”

4. Change of Control Amendment. Upon execution of this Agreement by the requisite Lenders under Section 9.05 of the Existing Credit Agreement, with effect from and including the Extension Date, Section 1.01 of the Existing Credit Agreement is amended by amending the definition of “Change of Control” by inserting “,directly or indirectly,” immediately prior to “80% or more of the outstanding shares of the Voting Stock in the Borrower.” in clause (ii) thereof.

5. Miscellaneous.

- (a) (i) Headings and captions may not be construed in interpreting provisions; (ii) this Agreement shall be governed by, and construed in accordance with, the law of the State of New York; and (iii) this Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document, and all of those counterparts must be construed together to constitute the same document. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.
- (b) Upon and after the execution of this Agreement by each of the parties hereto, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as modified hereby. This Amendment shall constitute a Loan Document.

6. FULL FORCE AND EFFECT; RATIFICATION; ENTIRE AGREEMENT. EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OF THE TERMS AND CONDITIONS OF THE EXISTING CREDIT AGREEMENT ARE UNCHANGED AND REMAIN IN FULL FORCE AND EFFECT, AND, AS MODIFIED HEREBY, THE BORROWER CONFIRMS AND RATIFIES ALL OF THE TERMS, COVENANTS AND CONDITIONS OF THE EXISTING CREDIT AGREEMENT. THIS AGREEMENT

SHALL CONSTITUTE A LOAN DOCUMENT FOR ALL PURPOSES OF THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS. THE EXECUTION, DELIVERY AND EFFECTIVENESS OF THIS AGREEMENT 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, EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONSTITUTE A WAIVER OR AMENDMENT OF ANY PROVISION OF ANY OF THE LOAN DOCUMENTS. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, TOGETHER WITH THIS AGREEMENT, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature Pages to Follow]

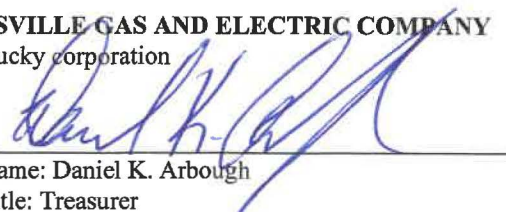
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

LOUISVILLE GAS AND ELECTRIC COMPANY
a Kentucky corporation

By: _____

Name: Daniel K. Arbough

Title: Treasurer




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

By: 

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

WELLS FARGO BANK, NATIONAL ASSOCIATION
as an Extending Lender

By: 

Name:

Title:

Frederick W. Price
Managing Director

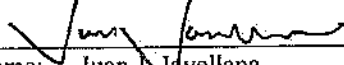
BANK OF AMERICA N.A.
as an Extending Lender

By: 

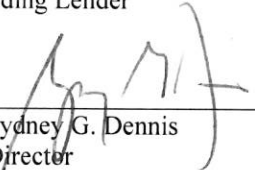
Name: Maggie Halleland

Title: Vice President

JPMORGAN CHASE BANK, N.A.
as an Extending Lender

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

BARCLAYS BANK PLC
as an Extending Lender

By: 
Name: Sydney G. Dennis
Title: Director

CITIBANK, N.A.

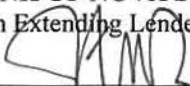
as an Extending Lender

By: Richard D. Rivera
Name: Richard Rivera
Title: Vice President

MIZUHO BANK, LTD.
as an Extending Lender

By: 
Name: Nelson Chang
Title: Authorized Signatory

THE BANK OF NOVA SCOTIA
as an Extending Lender

By:  _____
Name: David Dewar
Title: Director

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

as an Extending Lender

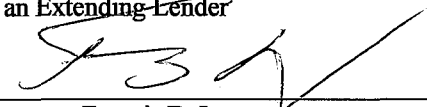
By: _____

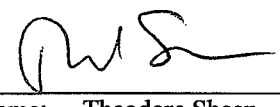
Name: Chi-Cheng Chen

Title: Director

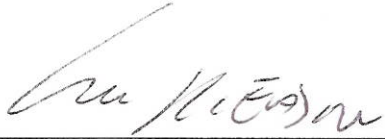


BNP PARIBAS
as an Extending Lender

By: 
Name: Francis DeLaney
Title: Managing Director

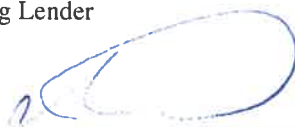
By: 
Name: Theodore Sheen
Title: Director

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK BRANCH
as an Extending Lender

By: 
Name: _____
Title: **Gordon R. Eadon**
Authorized Signatory


By: 
Name: **Anju Abraham**
Title: **Authorized Signatory**

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**
as an Extending Lender

By: 
Name: **MIKHAIL FAYBUSOVICH**
Title: **AUTHORIZED SIGNATORY**

By: 
Name: **Christopher Zybrick**
Title: **Authorized Signatory**

GOLDMAN SACHS BANK USA
as an Extending Lender

By:  _____
Name: Rebecca Kratz
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A.
as an Extending Lender

By: 
Name: Michael King
Title: Authorized Signatory

ROYAL BANK OF CANADA
as an Extending Lender

By: 

Name: Frank Lambrinos

Title: Authorized Signatory

SUNTRUST BANK
as an Extending Lender

By: _____
Name: Arize Agumadu
Title: Vice President

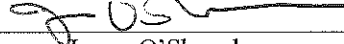
UBS AG, STAMFORD BRANCH

as an Extending Lender

By: 
Name: Craig Pearson
Title: Associate Director
Banking Product Services, US

By: 
Name: Darlene Arias
Title: Director


U.S. BANK NATIONAL ASSOCIATION
as an Extending Lender

By: 
Name: James O'Shaughnessy
Title: Vice President

THE BANK OF NEW YORK MELLON
as an Extending Lender

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

PNC BANK, NATIONAL ASSOCIATION
as an Extending Lender

By: 
Name: Thomas E. Redmond
Title: Managing Director

SCHEDULE I

COMMITMENTS AND APPLICABLE PERCENTAGES OF EXTENDING LENDERS

LENDERS	COMMITMENT	PERCENTAGE
Wells Fargo Bank, National Association	\$ 32,500,000	6.5%
Bank of America, N.A.	32,500,000	6.5%
JPMorgan Chase Bank, N.A.	32,500,000	6.5%
Barclays Bank PLC	32,500,000	6.5%
Citibank, N.A.	32,500,000	6.5%
Mizuho Bank, Ltd.	32,500,000	6.5%
The Bank of Nova Scotia	25,000,000	5.0%
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	25,000,000	5.0%
BNP Paribas	25,000,000	5.0%
Canadian Imperial Bank of Commerce	25,000,000	5.0%
Credit Suisse AG, Cayman Islands Branch	25,000,000	5.0%
Goldman Sachs Bank USA	25,000,000	5.0%
Morgan Stanley Bank, N.A.	25,000,000	5.0%
Royal Bank of Canada	25,000,000	5.0%
Suntrust Bank	25,000,000	5.0%
UBS AG, Stamford Branch	25,000,000	5.0%
U.S. Bank National Association	25,000,000	5.0%
The Bank of New York Mellon	15,000,000	3.0%
PNC Bank, National Association	15,000,000	3.0%
Total	\$ 500,000,000	100%

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

REMARKETING AND BOND PURCHASE
AGREEMENT

February 27, 2018

To the 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 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 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 a Long Term Rate for a Long Term Rate Period ending on and including February 28, 2018;

WHEREAS, in accordance with the terms of the Indenture, the Company has given notice of a change in the Long Term Rate Period for the Bonds to a new Long Term Rate Period (the "Conversion"), with such conversion to occur on March 1, 2018 (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, warrants, and covenants to the Remarketing 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 February 27, 2018 (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 February 16, 2018 (the "Original Preliminary Reoffering Circular"), including Appendix A thereto, relating to the Bonds, as amended and supplemented by the Supplement to Preliminary Reoffering Circular, dated February 22, 2018 (the "Supplement to Preliminary Reoffering Circular") (such Original Preliminary Reoffering Circular, together with Appendix A thereto and the Supplement to Preliminary Reoffering Circular, 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 Document and Final Reoffering Document, the "Project"), the Bonds, the Company, the Company's participation in the transactions contemplated by the Indenture and the Loan Agreement between the Issuer and the Company, dated as of November 1, 2001, as amended and supplemented by Amendment No. 1 to Loan Agreement dated as of September 1, 2010 relating to the Bonds (as further amended, modified or supplemented from time to time, the "Loan Agreement"), are true and correct in all material respects 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 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 Preliminary Reoffering Document or the Final Reoffering Document made in reliance upon and in conformity with information furnished in writing by the Remarketing Agent 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 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 has been duly authorized by the Company and, when executed, will constitute, except as limited by law, the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its 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 has previously executed and delivered the Continuing Disclosure Agreement dated December 15, 2014 (the "Continuing Disclosure Agreement") with respect to the Bonds, to the Trustee, and such agreement remains in full force and effect with respect to the Company;

(g) 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 other than the lien of the First Mortgage Indenture as described in the Preliminary Reoffering Document and the Final Reoffering Document;

(h) the written information supplied by the Company to Bond Counsel and counsel for the Remarketing Agent 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;

(i) 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;

(j) the Company hereby authorizes the use by the Remarketing Agent 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 Remarketing Agent 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;

(k) 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;

(l) 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;

(m) the real 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 and liens and encumbrances not prohibited by the First Mortgage Indenture, and (ii) such minor imperfections of titles and encumbrances, if any, as do not impair the operations of the Company’s business in any material respect;

(n) 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(o) below, 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;

(o) the Company will cooperate in the arrangements for the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Remarketing Agent designates and will cooperate in the continuation of such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Company shall not be required to qualify as a foreign corporation, or to file a general consent to service of process or to comply with any other requirements reasonably deemed by the Company to be unduly burdensome;

(p) 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 Remarketing Agent, promptly upon transmission thereof, copies of such financial statements and reports as it shall file with the Securities and Exchange Commission (the "SEC");

(q) the Company will furnish or cause to be furnished to the Remarketing Agent copies of the Indenture and the Loan Agreement and any and all agreements relating thereto and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Remarketing Agent may reasonably request;

(r) the Company will advise the Remarketing Agent 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;

(s) 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 Remarketing Agent, 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 Remarketing Agent a sufficient number of copies to permit the Remarketing Agent 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 Remarketing Agent 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;

(t) 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 Preliminary Reoffering Document and the Final Reoffering Document to be consummated by the Company; and

(u) 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, as amended and supplemented by the Remarketing and Bond Purchase Agreement, dated November 24, 2014, in each case between the Company and Merrill Lynch, Pierce, Fenner & Smith Incorporated, and relating to the Bonds.

(2) In accordance with the terms of the Indenture, Merrill Lynch, Pierce, Fenner & Smith Incorporated 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 the Remarketing Agent and its officers, directors, employees, attorneys and agents (collectively, "Additional Indemnified Parties") to the extent provided in Section 6 of this Agreement with respect to the 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 Remarketing Agent 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 a Long Term Rate for a Long Term Rate Period ending on February 28, 2018 and shall change to a new Long Term Rate Period 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 March 1, 2018, or at such other time and/or date as shall have been mutually agreed upon by the Company and the Remarketing Agent (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 Remarketing Agent, the Bonds, in book-entry form; and the Remarketing Agent 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 Remarketing Agent.

(5) As compensation for the transactions contemplated herein, the Company agrees to pay to the Remarketing Agent 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 Remarketing Agent. 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 Remarketing Agent agrees 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 Remarketing Agent, at such address as the Remarketing Agent shall specify, as many copies of the Final Reoffering Document as the Remarketing Agent 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 Remarketing Agent in complying with Rule 15c2-12, the Company will maintain in full force and effect the Continuing Disclosure Agreement.

SECTION 3. CONDITIONS TO THE REMARKETING AGENT'S OBLIGATIONS.

The obligations of the Remarketing Agent 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 Closing Time, as if made on the date of the Closing Time;

(b) at the Closing Time, 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 Remarketing Agent;

(c) at the Closing Time, the Remarketing Agent shall have received a letter from Ernst & Young LLP in form and substance satisfactory to the Remarketing Agent, confirming that it is an independent public accountant within the meaning of the Securities Act of 1933, as amended (the "1933 Act") and the applicable rules and regulations thereunder adopted by the SEC and the Public Company Accounting Oversight Board (United States) ("PCAOB") 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 fiscal year ended December 31, 2015 contained in Appendix A to the Final Reoffering Document and identified for such purpose by the Remarketing Agent 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 Remarketing Agent shall have received a letter from Deloitte & Touche LLP in form and substance satisfactory to the Remarketing Agent, confirming that it is an independent public accountant within the meaning of the 1933 Act and the applicable rules and regulations thereunder adopted by the SEC and the PCAOB and stating in effect (except as otherwise agreed to by the Company) that:

(1) (i) it has read the unaudited condensed balance sheet of the Company as of September 30, 2017 and unaudited condensed statements of income, cash flows and equity of the Company for the three and nine-month periods ended September 30, 2017 and 2016, incorporated by reference in the Original Preliminary Reoffering Circular, and compared the amounts contained therein with the Company's accounting records as of September 30, 2017, and for the three and nine-month periods then ended and found them to be in agreement; and (ii) it has inquired of certain officials of the Company who have responsibility for financial and accounting matters whether the unaudited condensed financial statements referred to in subsection (i) are in conformity with accounting principles generally accepted in the United States of America applied on a basis substantially consistent with that of the audited consolidated financial statements included in the Original Preliminary Reoffering Circular. Those officials stated that the unaudited condensed financial statements are in conformity with accounting principles generally accepted in the United States of America applied on a basis substantially consistent with that of the 2016 audited financial statements; and

(2) 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, 2017, a reading of the minutes of the Board of Directors and Governance and Financial Oversight Committee of the Company set forth in the minute books on February 26, 2018 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 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 long-term debt of the Company on a consolidated basis or any decrease in operating revenues or net income as compared with the amount shown in the Company's annual report dated for the year ended December 31, 2017, except in all cases for changes or decreases which Appendix A to the Preliminary Reoffering Document and the Final Reoffering Document discloses have occurred or may occur 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 Remarketing Agent; and

(3) 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 nine months ended September 30, 2017 contained in Appendix A to the Original Preliminary Reoffering Circular and identified for such purpose by the Remarketing Agent 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;

(4) 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 fiscal years ended December 31, 2017 and December 31, 2016 contained in Appendix A to the Preliminary Reoffering Document and the Final Reoffering Document and identified for such purpose by the Remarketing Agent 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 Bonds shall have been authorized, executed and delivered in the forms theretofore approved by the Remarketing Agent with only such changes therein as the Remarketing Agent and the Company shall mutually agree upon;

(f) at the Closing Time, the Remarketing Agent 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 Remarketing Agent, (iii) John R. Crockett III, Esq., General Counsel, Chief Compliance Officer and Corporate Secretary of the Company, in a form reasonably

satisfactory to the Remarketing Agent and (iv) McGuireWoods LLP, counsel to the Remarketing Agent, which shall be satisfactory to the Remarketing Agent;

(2) a certificate, satisfactory in form and substance to the Remarketing Agent, of the President, the Chief Financial Officer, 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, 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) notice of the extension of the letter agreement dated December 15, 2014, between the Issuer and the Company, with respect to the agreement of the Company to forgo certain provisions of the Indenture during the contemplated Long Term Rate Period;

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

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

(8) a copy of the Blue Sky Survey with respect to the Bonds;

(9) 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

(10) such additional certificates, opinions and other documents as the Remarketing Agent 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 Remarketing Agent and in form and scope to the Remarketing Agent's counsel; and

(g) 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 Remarketing Agent.

SECTION 4. TERMINATION.

The Remarketing Agent shall have the right to cancel its 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 Remarketing Agent notifying the Company in writing or by facsimile 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 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 heading "Tax Treatment", and which, in any such case, in the Remarketing Agent'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;

(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 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 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 offering or sale of obligations of the general character of the Bonds, or the offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Reoffering Document or the Final Reoffering Document, 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 offering or sale of the Bonds 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 1934 Act 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 sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Bonds, the Indenture or the Loan Agreement, or the existence or powers of the Issuer with respect to its obligations under the Bonds, the Indenture or the Loan Agreement;

(vi) a reduction in, or withdrawal of, 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 Bonds: long-term credit ratings of not less than "A1" by Moody's Investors Service, Inc. and "A" 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 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 Remarketing Agent expressly for use therein); or

(viii) in the Remarketing Agent's reasonable judgment, the marketability of the 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 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 Remarketing Agent; (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 Remarketing Agent'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 Remarketing Agent 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 Remarketing Agent's performance of its obligations hereunder, and the further condition that at the Closing Time, the Company shall receive the opinion of its counsel described in Section 3 hereof.

SECTION 6. INDEMNIFICATION:

(a) The Company agrees to indemnify and hold harmless the Remarketing Agent, each of its directors, officers, employees and agents, and each person, if any, who controls the 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 the Remarketing Agent expressly for use therein; *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 Remarketing Agent 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 Remarketing Agent at or prior to the delivery of the Bonds to such person, 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 Preliminary Reoffering Document or the Final Reoffering Document and any amendment or supplement thereto as the Remarketing Agent may reasonably request. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) The Remarketing Agent 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 the Remarketing Agent expressly for use in the Preliminary Reoffering Document or the Final Reoffering Document.

(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 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.

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 Remarketing Agent on the other from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required in the paragraph above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Remarketing 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 the Remarketing 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 the Remarketing 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 the Remarketing 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, the Remarketing Agent shall not be required to contribute any amount in excess of the amount by which the total price at which the Bonds underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which the Remarketing Agent has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph, each person, if any, who controls the Remarketing 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 the Remarketing 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 the Remarketing 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 Remarketing Agent, the Remarketing Agent 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 Remarketing Agent (unless such sale shall have been prevented at the Closing Time by its default), including, without limitation, the reasonable fees and disbursements of (i) Stoll Keenon Ogden PLLC, as Bond Counsel, (ii) Jones Day, as counsel for the Company, (iii) McGuireWoods LLP, as counsel to the Remarketing Agent, 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 PRELIMINARY REOFFERING DOCUMENT.

The Company hereby ratifies and confirms the Remarketing Agent's 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 Remarketing Agent 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.

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 Remarketing Agent is to use its commercially reasonable best efforts to solicit offers to purchase the Bonds or beneficial interests therein, and the Remarketing Agent has financial and other interests that differ from those of the Company; (ii) the Remarketing Agent is acting solely as principal and is not acting as municipal advisor, financial advisor or fiduciary to the Company and has 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 Remarketing Agent has provided other services or is currently providing other services to the Company on other matters); (iii) the only obligations the Remarketing Agent has to the Company with respect to the transaction contemplated hereby expressly are set forth in this Agreement and the Remarketing Agent is not undertaking and is not serving in the capacity as agent under the law of agency; 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.

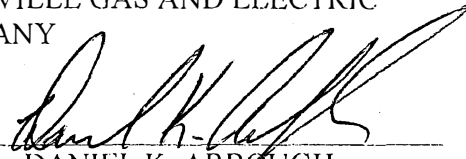
[signature page immediately follows]

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 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.

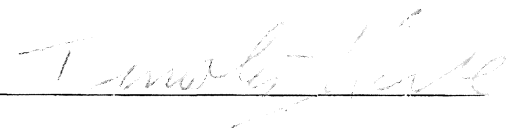
Yours truly,

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 Remarketing Agent

By: 

SCHEDULE I

<u>Remarketing Agent</u>	<u>Bonds</u>	<u>Principal Amount of the Bonds</u>
Merrill Lynch, Pierce, Fenner & Smith Incorporated	County of Trimble, Kentucky Pollution Control Revenue Bonds, 2001 Series A, (Louisville Gas and Electric Company Project)	\$27,500,000

SCHEDULE II

DESCRIPTION OF THE BONDS

Total Principal Amount of the Bonds --	\$27,500,000
Date of Conversion to new Long Term Rate --	March 1, 2018
Long Term Rate --	2.30%
Mandatory Purchase Date of Bonds --	September 1, 2021
Purchase Price of Bonds --	100% of the principal amount

\$128,000,000
Louisville/Jefferson County
Metro Government, Kentucky
Pollution Control Revenue Bonds, 2003 Series A
(Louisville Gas and Electric Company Project)

REMARKETING AND BOND PURCHASE
AGREEMENT

March 9, 2017

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 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 Louisville/Jefferson County Metro Government, Kentucky (the "Issuer"), issued \$128,000,000 Pollution Control Revenue Bonds, 2003 Series A (Louisville Gas and Electric Company Project) (the "Bonds") under and pursuant to an Indenture of Trust dated as of October 1, 2003, as amended and supplemented by Supplemental Indenture No. 1 to the Indenture of Trust 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, tender agent and bond registrar (the "Trustee");

WHEREAS, the Bonds currently bear interest at a Long Term 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 new Long Term Rate (the "Conversion"), with such conversion to occur on April 3, 2017 (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 March 9, 2017 (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 March 6, 2017, 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 Document and Final Reoffering Document, the "Project"), the Bonds, the Company, the Company's participation in the transactions contemplated by the Indenture and the Loan Agreement, dated as of October 1, 2003, as amended and supplemented 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 in all material respects 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 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 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 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 has been duly authorized by the Company and, when executed, will constitute, except as limited by law, the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its 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 has previously executed and delivered the Continuing Disclosure Agreement dated January 13, 2011 (the "Continuing Disclosure Agreement") with respect to the Bonds, to the Trustee, and such agreement remains in full force and effect with respect to the Company;

(g) 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 other than the lien of the First Mortgage Indenture as described in the Preliminary Reoffering Document and the Final Reoffering Document;

(h) 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;

(i) 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;

(j) 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;

(k) 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;

(l) 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;

(m) the real 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 and liens and encumbrances not prohibited by the First Mortgage Indenture, and (ii) such minor imperfections of titles and encumbrances, if any, as do not impair the operations of the Company’s business in any material respect;

(n) 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(o) below, 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;

(o) the Company will cooperate in the arrangements for the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Representative designates and will cooperate in the continuation of such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Company shall not be required to qualify as a foreign corporation, or to file a general consent to service of process or to comply with any other requirements reasonably deemed by the Company to be unduly burdensome;

(p) 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 the Securities and Exchange Commission (the “SEC”);

(q) the Company will furnish or cause to be furnished to the Representative copies of the Indenture and the Loan Agreement and any and all agreements relating thereto and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Representative may reasonably request;

(r) 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;

(s) 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;

(t) 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 Preliminary Reoffering Document and the Final Reoffering Document to be consummated by the Company; and

(u) 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 January 7, 2011, between the Company and Morgan Stanley & Co. LLC, 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) 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 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 a Long Term Rate and shall convert to a new 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 April 3, 2017, 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 \$384,000 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 maintain in full force and effect 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 Closing Time, as if made on the date of the Closing Time;

(b) at the Closing Time, 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 Closing Time, the Representative shall have received a letter from Ernst & Young LLP in form and substance satisfactory to the Representative, consenting to the inclusion of the Company's audited financial statements for the two fiscal years ended December 31, 2015, and confirming that it is an independent public accountant within the meaning of within the meaning of the Securities Act of 1933, as amended (the "1933 Act") and the applicable rules and regulations thereunder adopted by the SEC and the Public Company Accounting Oversight Board (United States) ("PCAOB") 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 and for the twelve months ended December 31, 2014 contained in Appendix A to the Final Reoffering Document and identified for such purpose by the Representative 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 Representative shall have received a letter from Deloitte & Touche LLP in form and substance satisfactory to the Representative, consenting to the inclusion of the Company's audited financial statements for the fiscal year ended December 31, 2016, and confirming that it is an independent public accountant within the meaning of the 1933 Act and the applicable rules and regulations thereunder adopted by the SEC and the PCAOB 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, 2016, 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 March 30, 2017 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 Closing Time, 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 audited financial statements for the fiscal year ended December 31, 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 Closing Time, 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 Final Reoffering Document 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 fiscal year ended December 31, 2016 contained in Appendix A to the Final Reoffering Document and identified for such purpose by the Representative 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 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;

(f) 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, the Chief Financial Officer, 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, 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) a certified copy of the resolution duly adopted by the Issuer with respect to the ability of the Company to forgo certain provisions of the Indenture during the contemplated Long Term Rate Period;

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

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

(8) a copy of the Blue Sky Survey with respect to the Bonds;

(9) 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

(10) 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

(g) 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:

(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 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 "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;

(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 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 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 offering or sale of obligations of the general character of the Bonds, or the offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Reoffering Document or the Final Reoffering Document, 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 offering or sale of the Bonds 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 sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Bonds, the Indenture or the Loan Agreement, or the existence or powers of the Issuer with respect to its obligations under the Bonds, the Indenture or the 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 Bonds: long-term credit ratings of not less than "A1" by Moody's Investors Service, Inc. and "A" 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 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 Representative expressly for use therein); or

(viii) in the Representative's reasonable judgment, the marketability of the 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 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; (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 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 expressly for use therein; *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, unless such failure resulted from the Company's failure to furnish promptly or cause to be furnished promptly to the Initial Agents or the Remarketing Agent, as applicable, without charge, as many copies of the Preliminary Reoffering Document or the Final Reoffering Document and any amendment or supplement thereto as the Initial Agents or the Remarketing Agent, as applicable, may reasonably request. 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.

(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 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.

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) McGuire Woods 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, 1585 Broadway, 16th Floor, New York, New York 10036, Attention: Jay 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 the Initial Agents are not undertaking and are not serving in the capacity as agents under the law of agency; 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.

The Company acknowledges and agrees that: (i) the primary role of the Remarketing Agent is to use its commercially reasonable best efforts to solicit offers to purchase the Bonds or beneficial interests therein, and the Remarketing Agent has financial and other interests that differ from those of the Company; (ii) the Remarketing Agent is acting solely as principal and is not acting as municipal advisor, financial advisor or fiduciary to the Company and has 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 Remarketing Agent has provided other services or are currently providing other services to the Company on other matters); (iii) the only obligations the Remarketing Agent has to the Company with respect to the transaction contemplated hereby expressly are set forth in this Agreement and the Remarketing Agent is not undertaking and is not serving in the capacity as agent under the law of agency; 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.

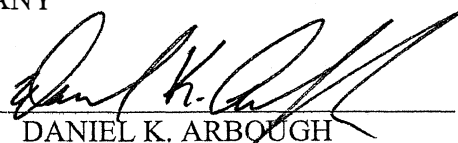
[signature page immediately follows]

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.

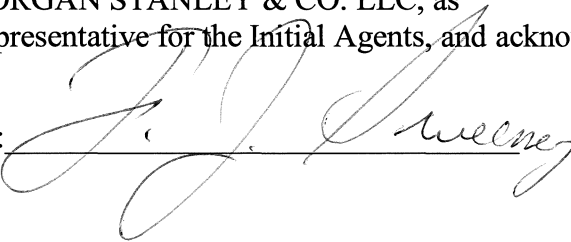
Yours truly,

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
PNC Capital Markets LLC

<u>Remarketing Agent</u>	<u>Bonds</u>	<u>Principal Amount of the Bonds</u>
Morgan Stanley & Co. LLC	Louisville/Jefferson County Metro Government, Kentucky Pollution Control Revenue Bonds, 2003 Series A (Louisville Gas and Electric Company Project)	\$128,000,000

SCHEDULE II

DESCRIPTION OF THE BONDS

Total Principal Amount of the Bonds --	\$128,000,000
Date of Conversion to Long Term Rate --	April 3, 2017
Long Term Rate --	1.50%
Mandatory Purchase Date of Bonds --	April 1, 2019
Purchase Price of Bonds --	100% of the principal amount, plus accrued interest,

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

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

**REMARKETING AND BOND PURCHASE
AGREEMENT**

April 24, 2018

To the Representative of the
Initial Co-Remarketing 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 Co-Remarketing Agent” and collectively, the “Initial Co-Remarketing 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 Co-Remarketing 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 its \$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") 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 its \$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 of each series currently bear interest at a Long Term Rate for a Long Term Rate Period ending on and including April 30, 2018;

WHEREAS, in accordance with the terms of the Indentures, the Company has given notice of a change in the Long Term Rate Period for the Bonds of each series to a new Long Term Rate Period (the "Conversion"), with such Conversion to occur on May 1, 2018 (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, warrants and covenants to each Initial Co-Remarketing 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 April 24, 2018 (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 April 12, 2018, 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 Document and Final Reoffering Document, 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 in all material respects 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 the Loan Agreements 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 Preliminary Reoffering Document or the Final Reoffering Document made in reliance upon and in conformity with information furnished in writing by the Initial Co-Remarketing 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 to perform its obligations hereunder and to engage in the transactions contemplated hereby and by the Preliminary Reoffering Document and the Final Reoffering Document, and this Agreement has been duly authorized by the Company and, when executed, will constitute, except as limited by law, the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its 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 has previously executed and delivered the Continuing Disclosure Agreements, each dated December 15, 2014 (the “Continuing Disclosure Agreements”), each

with respect to a series of the Bonds, to the Trustee, and the Continuing Disclosure Agreements remain in full force and effect with respect to the Company;

(g) 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 hereby or thereby nor the fulfillment of, or compliance with, the terms hereof or 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 other than the lien of the First Mortgage Indenture as described in the Preliminary Reoffering Document and the Final Reoffering Document;

(h) the written information supplied by the Company to Bond Counsel and counsel for the Initial Co-Remarketing 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;

(i) 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;

(j) the Company hereby authorizes the use by the Initial Co-Remarketing 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 Co-Remarketing 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;

(k) 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;

(l) 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;

(m) the real 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 and liens and encumbrances not prohibited by the First Mortgage Indenture, and (ii) such minor imperfections of titles and encumbrances, if any, as do not impair the operations of the Company's business in any material respect;

(n) 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(o) below, 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;

(o) the Company will cooperate in the arrangements for the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Representative designates and will cooperate in the continuation of such qualifications in effect so long as required for the distribution of the Bonds; *provided, however*, that the Company shall not be required to qualify as a foreign corporation, or to file a general consent to service of process or to comply with any other requirements reasonably deemed by the Company to be unduly burdensome;

(p) 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 the Securities and Exchange Commission (the "SEC");

(q) the Company will furnish or cause to be furnished to the Representative copies of the Indentures and the Loan Agreements and any and all agreements relating thereto and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Representative may reasonably request;

(r) 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;

(s) 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 Co-Remarketing Agents a sufficient number of copies to permit the Initial Co-Remarketing 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;

(t) 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

(u) 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, as amended and supplemented by the Remarketing and Bond Purchase Agreement, dated November 24, 2014, between the Company and Morgan Stanley & Co. LLC, as representative of the several parties named in their respective capacities as initial co-remarketing agents and solely with respect to Morgan Stanley & Co. LLC, as remarketing agent, and (ii) the Remarketing Agreement, dated September 19, 2008, between the Company and Morgan Stanley & Co. LLC, relating to the Trimble County Bonds, as amended and supplemented by the Remarketing and Bond Purchase Agreement, dated November 24, 2014, between the Company and Morgan Stanley & Co. LLC, as representative of the several parties named in their

respective capacities as initial co-remarketing agents and solely with respect to Morgan Stanley & Co. LLC, as remarketing agent.

(2) In accordance with the terms of the Indentures, (i) each of the Initial Co-Remarketing Agents (to the extent applicable) agrees to and accepts its appointment as an Initial Co-Remarketing 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 Co-Remarketing 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 each of the Jefferson County Bonds and the Trimble County Bonds following the Conversion and the initial remarketing on the Conversion Date, agrees to and accepts its appointment as the Remarketing Agent of each of the Jefferson County Bonds and the Trimble County 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 Co-Remarketing 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 Co-Remarketing 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 Co-Remarketing Agents on the Conversion Date, hereby agrees to purchase all, and not less than all, of each of the Jefferson County Bonds and the Trimble County Bonds delivered to the respective Paying Agent for purchase on the Conversion Date. The purchase price of each of the Jefferson County Bonds and the Trimble County Bonds (the "Purchase Price") and the Long Term Rate for each of the Jefferson County Bonds and the Trimble County Bonds are set forth in Schedule II hereto, and each of the Jefferson County Bonds and the Trimble County Bonds shall otherwise have such terms and provisions as set forth in the Preliminary Reoffering Document and the Final Reoffering Document.

(2) Each of the Jefferson County Bonds and the Trimble County Bonds currently bear interest at a Long Term Rate for a Long Term Rate Period ending on April 30, 2018 and shall change to a new Long Term Rate Period on the Conversion Date pursuant to the terms of the applicable Indenture.

(3) Each of the Jefferson County Bonds and the Trimble County 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 May 1, 2018, 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 applicable 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 Co-Remarketing Agents, the Jefferson County Bonds or the Trimble County Bonds, as the case may be, in book-entry form; and the Representative, on behalf of the Initial Co-Remarketing Agents, will accept such delivery and pay the Purchase Price of such Bonds by making a wire transfer in immediately available funds of an amount equal to the aggregate principal amount of such Bonds to the applicable 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 for each of the Jefferson County Bonds and the Trimble County Bonds (for an aggregate fee of \$227,500) 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 Co-Remarketing 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 Co-Remarketing 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 Co-Remarketing Agents in complying with Rule 15c2-12, the Company will maintain in full force and effect the Continuing Disclosure Agreements.

SECTION 3. CONDITIONS TO THE INITIAL CO-REMARKETING AGENTS' OBLIGATIONS.

The obligations of the Initial Co-Remarketing 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 Closing Time, as if made on the date of the Closing Time;

(b) at the Closing Time, 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 Closing Time, the Representative shall have received a letter from Ernst & Young LLP in form and substance satisfactory to the Representative, confirming that it is an independent public accountant within the meaning of the Securities Act of 1933, as amended (the "1933 Act") and the applicable rules and regulations thereunder adopted by the SEC and the Public Company Accounting Oversight Board (United States) ("PCAOB") 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 fiscal year ended December 31, 2015 contained in Appendix A to the Final Reoffering Document and identified for such purpose by the Representative 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 Representative shall have received a letter from Deloitte & Touche LLP in form and substance satisfactory to the Representative, confirming that it is an independent public accountant within the meaning of the 1933 Act and the applicable rules and regulations thereunder adopted by the SEC and the PCAOB 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, 2017, a reading of the minutes of the Board of Directors and Governance and Financial Oversight Committee of the Company set forth in the minute books on April 26, 2018 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 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 long-term debt of the Company on a consolidated basis or any decrease in operating revenues or net income as compared with the amount shown in the Company's annual report dated for the year ended December 31, 2017, except in all cases for changes or decreases which Appendix A to the Preliminary Reoffering Document and the Final Reoffering Document discloses have occurred or may occur 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 Representative; 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 fiscal years ended December 31, 2017 and December 31, 2016 contained in Appendix A to the Preliminary Reoffering Document and the Final Reoffering Document and identified for such purpose by the Representative 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 Bonds shall have been authorized, executed and delivered in the forms theretofore approved by the Initial Co-Remarketing Agents with only such changes therein as the Representative and the Company shall mutually agree upon;

(f) at the Closing Time, the Representative, on behalf of the Initial Co-Remarketing 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) John R. Crockett III, 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 Co-Remarketing Agents, which shall be satisfactory to the Representative;

(2) a certificate, satisfactory in form and substance to the Representative, of the President, the Chief Financial Officer, 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) notice of the extension of each of the letter agreements dated December 15, 2014, between Jefferson County and Trimble County, respectively, and the Company, with respect to the agreement of the Company to forgo certain provisions of the applicable Indenture during the contemplated Long Term Rate Period;

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

(7) 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;

(8) a copy of the Blue Sky Survey with respect to the Bonds;

(9) 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

(10) 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 Co-Remarketing Agents' counsel; and

(g) 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 Co-Remarketing 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 heading "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 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 1933 Act or of the Trust Indenture Act of 1939, each as amended and as then in effect;

(c) an order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the offering or sale of obligations of the general character of the Bonds, or the offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Reoffering Document or the Final Reoffering Document, 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;

(d) 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 offering or sale of the Bonds 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 1934 Act or the Trust Indenture Act of 1939, each as amended and as then in effect;

(e) any litigation shall be instituted or be pending at the Closing Time to restrain or enjoin the sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Bonds, the Indentures or the Loan Agreements, or the existence or powers of Jefferson County or Trimble County, respectively, with respect to its obligations under the applicable series of Bonds, the applicable Indenture or the applicable Loan Agreement;

(f) a reduction in, or withdrawal of, 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 Bonds: long-term credit ratings of not less than "A1" by Moody's Investors Service, Inc. and "A" by Standard & Poor's Ratings Service;

(g) 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 Co-Remarketing Agents expressly for use therein); or

(h) 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 Co-Remarketing Agents; (iii) a general banking moratorium shall have been established by federal or New York authorities; (iv) the occurrence of a major financial crisis, a major disruption in commercial banking or securities settlement or clearance services, or (v) 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 Co-Remarketing 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 Co-Remarketing 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 Co-Remarketing Agent and the Remarketing Agent, each of its respective directors, officers, employees and agents, and each person, if any, who controls the Initial Co-Remarketing 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 Co-Remarketing Agent expressly for use therein; *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 Co-Remarketing 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 Co-Remarketing Agents or the Remarketing Agent, as applicable, at or prior to the delivery of the Bonds to such person, unless such failure resulted from the Company's failure to furnish promptly or cause to be furnished promptly to the Initial Co-Remarketing Agents or the Remarketing Agent, as applicable, without charge, as many copies of the Preliminary Reoffering Document or the Final Reoffering Document and any amendment or supplement thereto as the Initial Co-Remarketing Agents or the Remarketing Agent, as applicable, may reasonably request. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Initial Co-Remarketing 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 Co-Remarketing Agent expressly for use in the Preliminary Reoffering Document or the Final Reoffering Document.

(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 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.

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 Co-Remarketing Agents on the other from the offering of the Bonds; *provided*, that each Initial Co-Remarketing 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 Co-Remarketing 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 Co-Remarketing 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 Co-Remarketing 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 Co-Remarketing 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 Co-Remarketing 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 Co-Remarketing Agent has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 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 Co-Remarketing 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 Co-Remarketing 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 Co-Remarketing 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 Co-Remarketing Agents, the Initial Co-Remarketing 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 Co-Remarketing 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 Co-Remarketing 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 Co-Remarketing 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, 1585 Broadway, 16th Floor, New York, New York 10036, 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.

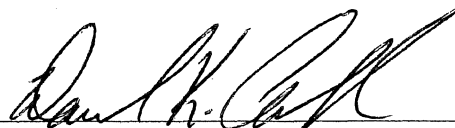
The Company acknowledges and agrees that: (i) the primary role of the Initial Co-Remarketing Agents is to use their commercially reasonable best efforts to solicit offers to purchase the Bonds or beneficial interests therein, and the Initial Co-Remarketing Agents have financial and other interests that differ from those of the Company; (ii) the Initial Co-Remarketing 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 Co-Remarketing Agents have provided other services or are currently providing other services to the Company on other matters); (iii) the only obligations the Initial Co-Remarketing Agents have to the Company with respect to the transaction contemplated hereby expressly are set forth in this Agreement and the Initial Co-Remarketing Agents are not undertaking and are not serving in the capacity as agent under the law of agency; 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 Co-Remarketing 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,

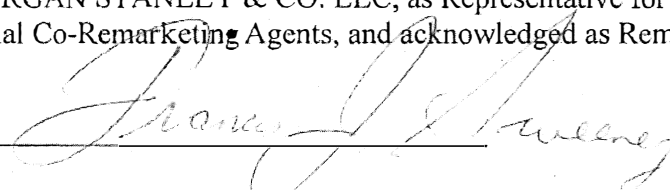
LOUISVILLE GAS AND ELECTRIC
COMPANY

By: _____
DANIEL K. ARBOUGH
Treasurer

Agreed and accepted as of the date first above written:

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

By: _____



SCHEDULE I

Initial Co-Remarketing Agents

Morgan Stanley & Co. LLC
PNC Capital Markets LLC

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

SCHEDULE II

DESCRIPTION OF THE BONDS

Jefferson County Bonds

Total Principal Amount of the Jefferson County Bonds --	\$35,000,000
Date of Conversion to new Long Term Rate --	May 1, 2018
Long Term Rate --	2.55%
Mandatory Purchase Date of Jefferson County Bonds --	May 3, 2021
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 new Long Term Rate --	May 1, 2018
Long Term Rate --	2.55%
Mandatory Purchase Date of Trimble County Bonds --	May 3, 2021
Purchase Price of Trimble County Bonds --	100% of the principal amount, plus accrued interest, if any

\$60,000,000
COUNTY OF TRIMBLE, KENTUCKY
ENVIRONMENTAL FACILITIES REVENUE REFUNDING BONDS,
2017 SERIES A, DUE JUNE 1, 2033
(LOUISVILLE GAS AND ELECTRIC
COMPANY PROJECT)

BOND PURCHASE AGREEMENT

May 18, 2017

J.P. Morgan Securities LLC
383 Madison Avenue, Floor 8
New York, New York 10179
Attention: Ivan Naguit

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, on behalf of yourself and as representative (the "Representative") of U.S. Bancorp Investments, Inc. (collectively, with the Representative, the "Underwriters"), with respect to the proposal of the Underwriters to purchase from the Issuer \$60,000,000 principal amount of its Environmental Facilities Revenue Refunding Bonds, 2017 Series A (Louisville Gas and Electric Company Project) (the "2017 Series A Bonds") to be issued under and pursuant to an Indenture of Trust, dated as of June 1, 2017 (the "2017 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 Underwriters 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 April 17, 2017 (the "Ordinance"), to issue and sell the 2017 Series A Bonds, to loan the proceeds of the 2017 Series A Bonds to the Company in accordance with that certain Loan Agreement, dated as of June 1, 2017 by and between the Issuer and the Company (the "2017 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 \$60,000,000 County of Trimble, Kentucky, Environmental Facilities Revenue Refunding Bonds, 2007 Series A (Louisville Gas and Electric Company Project), previously issued by the Issuer to refinance certain air and water pollution control facilities and solid waste disposal facilities owned by the Company (the "Project"), as described in the 2017 Series A Loan Agreement and the 2017 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 2017 Series A Bonds, the 2017 Series A Indenture and the 2017 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 2017 Series A Indenture and the 2017 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 2017 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 2017 Series A Bonds, the 2017 Series A Indenture and the 2017 Series A Loan Agreement and any and all agreements and documents relating thereto entered into or accepted by the Issuer;

(c) the Preliminary Official Statement, dated May 11, 2017, relating to the 2017 Series A Bonds with such amendments or supplements that may be authorized by the Underwriters and the Issuer prior to the Closing Time is hereinafter referred to as the "Preliminary 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) and the Official Statement, dated May 18, 2017, relating to the 2017 Series A Bonds with such amendments or supplements that may be authorized by the Underwriters 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 Preliminary Official Statement, as of its date, and 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 Preliminary Official Statement or the Official Statement;

(d) the Issuer has duly authorized all necessary action to be taken by it for the use by the Underwriters of the Preliminary Official Statement and of the Official Statement and the approval of the Preliminary Official Statement and 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 2017 Series A Bonds upon the terms set forth herein and in the Official Statement; (ii) the loan of the 2017 Series A Bond proceeds to the Company, in accordance with the 2017 Series A Loan Agreement, and the deposit of the 2017 Series A Bond proceeds in the Prior 2007 Series A Bond Fund (as such term is defined in the 2017 Series A Indenture); as described in the 2017 Series A Loan Agreement and the 2017 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 2017 Series A Bonds, the 2017 Series A Indenture and the 2017 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 2017 Series A Indenture and the 2017 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 2017 Series A Indenture and the 2017 Series A Loan Agreement. Executed counterparts of the 2017 Series A Indenture and the 2017 Series A Loan Agreement and a signed copy of the Official Statement will be delivered to the Underwriters by the Issuer at the Closing Time;

(e) the 2017 Series A Bonds, when issued, delivered and paid for as herein and in the 2017 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 2017 Series A Indenture and the 2017 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 2017 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 2017 Series A Bonds are special and limited obligations of the Issuer, and principal, premium, if any, and interest on the 2017 Series A Bonds are payable solely and only out of the amounts to be received pursuant to the 2017 Series A Loan Agreement (except, among other things, as payable from the proceeds of the sale of the 2017 Series A Bonds or investment earnings thereon);**

(f) the Issuer will cause the proceeds from the sale of the 2017 Series A Bonds to be deposited in the Prior 2007 Series A Bond Fund as specified in the 2017 Series A Indenture and the 2017 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 2017 Series A Bonds, the 2017 Series A Indenture, the 2017 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 2017 Series A Indenture, the 2017 Series A Loan Agreement or the Official Statement or (iii) the exclusion of interest on the 2017 Series A Bonds

from income of recipients for federal income tax purposes as described under the caption "Tax Treatment" in the Preliminary Official Statement or the Official Statement;

(h) the execution and delivery of the Official Statement, this Bond Purchase Agreement, the 2017 Series A Bonds, the 2017 Series A Indenture, the 2017 Series A Loan Agreement and the other agreements contemplated hereby, by the 2017 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 Representative and its counsel in its endeavor to qualify the 2017 Series A 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 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 Underwriters shall be deemed a representation and warranty by the Issuer to the Underwriters 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 Representative'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 Preliminary Official Statement or the Official Statement unless the Underwriters 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 Representative 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 2017 Series A Bonds, the 2017 Series A Indenture and the 2017 Series A Loan Agreement;

(n) the Issuer has deemed the Preliminary 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"), except information permitted to be omitted therefrom by Rule 15c2-12(b)(1);

(o) the Official Statement will be a "final official statement," as such term is defined in Rule 15c2-12, as of its date; and

(p) the Issuer covenants and agrees to cause copies of the Preliminary Official Statement and the Official Statement to be delivered to the Underwriters in sufficient quantity as may reasonably be requested by the Underwriters 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 Underwriters, copies of the Official Statement in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriters.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE 2017 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 Underwriters agree to purchase from the Issuer, all, and not less than all, of the 2017 Series A Bonds. The purchase price for the 2017 Series A Bonds will be 100% of the principal amount of the 2017 Series A Bonds. The dated date of the 2017 Series A Bonds, together with the Long Term Rate and the mandatory purchase date, are set forth in Schedule I hereto, and the 2017 Series A Bonds shall otherwise have such terms and provisions as set forth in the Preliminary Official Statement and the Official Statement.

Payment for the 2017 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 Underwriters and the Issuer, at 10:00 A.M., Louisville time on June 1, 2017, or such later date as the Underwriters 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 2017 Series A Bonds shall be made to The Depository Trust Company ("DTC"), New York, New York, for the account of the Representative, or at such other place as the Representative and the Issuer may mutually agree, in definitive form and bearing CUSIP numbers, duly executed and authenticated, by delivering one fully registered 2017 Series A Bond, in the outstanding principal amount of the 2017 Series A Bonds registered in the name of Cede & Co., as nominee of DTC. The Issuer agrees to have the 2017 Series A Bonds available for examination by the Underwriters at least 24 hours prior to the Closing Time.

For underwriting services performed by the Underwriters in connection with the offer and sale of the 2017 Series A Bonds, the Issuer agrees to cause the Company to pay to the Underwriters a fee of \$300,000 at the Closing Time in New York federal or similar same day funds, plus reasonable out-of-pocket expenses of the Underwriters. The Representative is authorized and hereby represents and warrants to the Issuer and the Company that it is authorized to execute this Bond Purchase Agreement on behalf of the Underwriters, 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 Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriters, and the Underwriters have financial and other interests that differ from those of the Issuer; (ii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Issuer and have 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 Underwriters have provided other services or are currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriters have 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 Underwriters agree to make a bona fide public offering of the 2017 Series A Bonds at a price not in excess of par; *provided, however*, the Underwriters reserve the right to change such initial public offering prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the 2017 Series A Bonds, and may offer and sell the 2017 Series A Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein. The Representative shall provide to the Issuer a certificate setting forth the offering prices of the 2017 Series A Bonds.

SECTION 3. CONDITIONS TO THE UNDERWRITERS' OBLIGATIONS.

The obligations of the Underwriters 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 Preliminary Official Statement and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriters;

(c) at the Closing Time, the Underwriters shall have received a letter from Ernst & Young LLP in form and substance satisfactory to the Underwriters, confirming that it is an independent public accountant within the meaning of the Securities Act of 1933, as amended (the "1933 Act") and the applicable rules and regulations thereunder adopted by the Securities and Exchange Commission (the "SEC") and the Public Company Accounting Oversight Board (United States) ("PCAOB") 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 and for the twelve months ended December 31, 2014 contained in Appendix A to the Official Statement and identified for such purpose by the Underwriters and 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 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 Underwriters shall have received a letter from Deloitte & Touche LLP in form and substance satisfactory to the Representative, confirming that it is an independent public accountant within the meaning of the 1933 Act and the applicable rules and regulations thereunder adopted by the SEC and the PCAOB 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, 2016, 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 May 30, 2017 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 Closing Time, 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 March 31, 2017 unaudited condensed financial statements; 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 Closing Time, 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 fiscal year ended December 31, 2016 and three-month periods ended March 31, 2017 and 2016 contained in Appendix A to the Official Statement and identified for such purpose by the Underwriters and 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 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 2017 Series A Bonds, the 2017 Series A Indenture and the 2017 Series A Loan Agreement shall have been authorized, executed and delivered in the forms theretofore approved by the Underwriters with only such changes therein as the Underwriters shall mutually agree upon;

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

(1) evidence, satisfactory to the Underwriters, 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 Underwriters 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 Underwriters, which shall be satisfactory to the Underwriters and (e) Crystal Heinz, County Attorney of the Issuer in form and substance satisfactory to the Underwriters;

(3) the certificate, satisfactory to the Underwriters, of the Issuer, attested by the County Judge/Executive or other duly authorized officer of the Issuer satisfactory to the Underwriters, dated as of the Closing Time, to the effect that the Issuer has duly performed all of its obligations hereunder and under the 2017 Series A Indenture and the 2017 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 Underwriters, 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 met all of the conditions precedent to its entering into of each of, and is not currently in default under any of the obligations under each of, this Agreement, the 2017 Series A Loan Agreement, the Inducement Letter, the Continuing Disclosure Agreement dated as of June 1, 2017 (the "Continuing Disclosure Agreement"), executed and delivered by the Company to the Trustee, and Supplemental Indenture No. [6] dated as of June 1, 2017 (the "Supplemental Indenture") between the Company and The Bank of New York Mellon, pursuant to which the Company's First Mortgage Bonds, Collateral Series 2017TCA (the "First Mortgage Bonds"), will be issued on June 1, 2017, (ii) each of the representations and warranties of the Company contained in the Inducement Letter and the 2017 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 Preliminary Official Statement or Official Statement as in effect on the date of this Agreement;

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

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

(7) 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 Underwriters;

(8) executed counterparts of the 2017 Series A Indenture, the 2017 Series A Loan Agreement, the Continuing Disclosure Agreement, the Supplemental Indenture and the Inducement Letter;

(9) 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 2017 Series A Loan Agreement, the Continuing Disclosure Agreement, the Supplemental Indenture and the Inducement Letter;

(10) a specimen 2017 Series A Bond;

(11) certificates of one or more authorized officers of the Trustee, dated the Closing Date, as to the due execution and delivery of the 2017 Series A Indenture by the Trustee and the due authentication and delivery of the 2017 Series A Bonds by the Trustee;

(12) evidence, satisfactory in form and substance to the Underwriters, 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;

(13) a DTC Blanket Letter of Representations signed by the Issuer and acknowledged by DTC;

(14) a copy of the Blue Sky Survey with respect to the 2017 Series A Bonds;

(15) any certificates, tax filings or other documentation required by Bond Counsel relating to the tax-exempt nature of the interest on the 2017 Series A Bonds;

(16) 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 Underwriters 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 Underwriters; and

(17) such additional certificates, opinions and other documents as the Underwriters 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 Underwriters and in form and scope to the Underwriters' counsel; and

(g) at or prior to the Closing Time, the 2017 Series A 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 Underwriters.

SECTION 4. TERMINATION.

The Underwriters shall have the right to cancel their obligations hereunder to purchase the 2017 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 their 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 2017 Series A Bonds, or which fails to exempt interest on bonds of the specific character of the 2017 Series A Bonds to the extent described in the Official Statement under "Tax Treatment", and which, in any such case, in the Underwriters' opinion, would make it impracticable to market the 2017 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 SEC or other governmental agency having jurisdiction of the subject matter shall be made or proposed which would result in the 2017 Series A Bonds not being exempt from registration, qualification or other requirements of 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 2017 Series A Bonds, or the issuance, offering or sale of the 2017 Series A Bonds, including any or all underlying obligations, as contemplated hereby or

by the Preliminary Official Statement 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 2017 Series A Bonds, or the execution and delivery of any of the 2017 Series A Indenture or the 2017 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 2017 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 2017 Series A Bonds, the 2017 Series A Indenture or the 2017 Series A Loan Agreement, or the existence or powers of the Issuer with respect to its obligations under the 2017 Series A Bonds, the 2017 Series A Indenture or the 2017 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 2017 Series A Bonds: long-term credit ratings of not less than "A1" by Moody's Investors Service, Inc. and "A" 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 Underwriters expressly for use therein); or

(viii) in the Underwriters' reasonable judgment, the marketability of the 2017 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 2017 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 Underwriters; (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 Underwriters' judgment makes it impracticable or inadvisable to proceed with the offering or sale of the 2017 Series A Bonds on the terms contemplated hereby or makes it impracticable for the Underwriters to enforce contracts for the sale of the 2017 Series A Bonds.

SECTION 5. CONDITIONS OF THE ISSUER'S OBLIGATIONS.

The Issuer's obligations hereunder are subject to the Underwriters' performance of their 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 Underwriters or undertaken on their behalf, and shall survive delivery of the 2017 Series A Bonds.

SECTION 7. PAYMENT OF EXPENSES.

Whether or not the 2017 Series A Bonds are sold by the Issuer to the Underwriters, the Underwriters 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 2017 Series A Bonds, whether or not the 2017 Series A Bonds are sold by the Issuer to the Underwriters (unless such sale shall have been prevented at the Closing Time by their 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 Underwriters, as well as in connection with the qualification of the 2017 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 2017 Series A Bonds, the Preliminary Official Statement, the Official Statement, the 2017 Series A Indenture, the 2017 Series A Loan 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 Underwriters' authority to use the Preliminary Official Statement and 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 Underwriters 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: Ivan Naguit, 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.

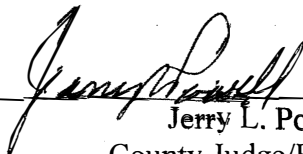
This Bond Purchase Agreement is solely for the benefit of the parties hereto and the Company, and the execution thereof shall not give rise to any rights in persons other than the parties hereto and the Company.

[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

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 Representative for the Underwriters

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 Representative for the Underwriters

By: Ivan L. Naguit

IVAN L. NAGUIT
EXECUTIVE DIRECTOR

SCHEDULE 1

DESCRIPTION OF THE 2017 SERIES A BONDS

Total Principal Amount of 2017 Series A Bonds --	\$60,000,000
Maturity Date of 2017 Series A Bonds --	June 1, 2033
Dated Date of 2017 Series A Bonds --	Date of Issuance
Long Term Rate of 2017 Series A Bonds --	3.75%
Mandatory Purchase Date of 2017 Series A Bonds --	June 1, 2033

\$35,200,000
Louisville/Jefferson County Metro Government, Kentucky
Environmental Facilities Revenue Refunding Bonds, 2007 Series B
(Louisville Gas and Electric Company Project)

REMARKETING AND BOND PURCHASE
AGREEMENT

May 18, 2017

To the Remarketing Agent named below

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 J.P. Morgan Securities LLC, in its capacity as remarketing agent (the "Remarketing Agent") of the Bonds (as defined below), and upon your acceptance, this offer will be binding upon 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 Louisville/Jefferson County Metro Government, Kentucky (the "Issuer"), issued \$35,200,000 Environmental Facilities Revenue Refunding Bonds, 2007 Series B (Louisville Gas and Electric Company Project) (the "Bonds") under and pursuant to an Indenture of Trust dated as of March 1, 2007, as amended and restated by an Amended and Restated Indenture of Trust dated as of November 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, tender agent and bond registrar (the "Trustee");

WHEREAS, the Bonds currently bear interest at a Long Term Rate ending on May 31, 2017;

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 new Long Term Rate (the "Conversion"), with such conversion to occur on June 1, 2017 (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 the Remarketing 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 May 18, 2017 (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 May 11, 2017, 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 Document and Final Reoffering Document, the "Project"), the Bonds, the Company, the Company's participation in the transactions contemplated by the Indenture and a Loan Agreement by and between the Company and the Issuer dated as of March 1, 2007, as amended and restated by an Amended and Restated Loan Agreement dated as of November 1, 2010 (as amended, modified or supplemented from time to time, the "Loan Agreement"), are true and correct in all material respects 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 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 Preliminary Reoffering Document or the Final Reoffering Document made in reliance upon and in conformity with information furnished in writing by the Remarketing Agent 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 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 has been duly authorized by the Company and, when executed, will constitute, except as limited by law, the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its 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 has previously executed and delivered the Continuing Disclosure Agreement dated January 1, 2011 (the "Continuing Disclosure Agreement") with respect to the Bonds, to the Trustee, and such agreement remains in full force and effect with respect to the Company;

(g) 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 other than the lien of the First Mortgage Indenture as described in the Preliminary Reoffering Document and the Final Reoffering Document;

(h) the written information supplied by the Company to Bond Counsel and counsel for the Remarketing Agent 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;

(i) 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;

(j) the Company hereby authorizes the use by the Remarketing Agent 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 Remarketing Agent 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;

(k) 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;

(l) 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;

(m) the real 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 and liens and encumbrances not prohibited by the First Mortgage Indenture, and (ii) such minor imperfections of titles and encumbrances, if any, as do not impair the operations of the Company’s business in any material respect;

(n) 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(o) below, 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;

(o) the Company will cooperate in the arrangements for the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Remarketing Agent designates and will cooperate in the continuation of such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Company shall not be required to qualify as a foreign corporation, or to file a general consent to service of process or to comply with any other requirements reasonably deemed by the Company to be unduly burdensome;

(p) 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 Remarketing Agent, promptly upon transmission thereof, copies of such financial statements and reports as it shall file with the Securities and Exchange Commission (the "SEC");

(q) the Company will furnish or cause to be furnished to the Remarketing Agent copies of the Indenture and the Loan Agreement and any and all agreements relating thereto and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Remarketing Agent may reasonably request;

(r) the Company will advise the Remarketing Agent 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;

(s) 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 Remarketing Agent, 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 Remarketing Agent a sufficient number of copies to permit the Remarketing Agent 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 Remarketing Agent 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;

(t) 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 Preliminary Reoffering Document and the Final Reoffering Document to be consummated by the Company; and

(u) 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 and Bond Purchase Agreement dated May 17, 2012, between the Company and J.P. Morgan Securities LLC, relating to the Bonds, as contemplated by Section 12 of such agreement.

(2) In accordance with the terms of the Indenture, J.P. Morgan Securities LLC 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 the Remarketing Agent and its officers, directors, employees, attorneys and agents (collectively, "Additional Indemnified Parties") to the extent provided in Section 6 of this Agreement with respect to the 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 Remarketing Agent 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 I 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 a Long Term Rate and shall convert to a new 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 June 1, 2017, or at such other time and/or date as shall have been mutually agreed upon by the Company and the Remarketing Agent (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 Remarketing Agent, the Bonds, in book-entry form; and the Remarketing Agent 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 Remarketing Agent.

(5) As compensation for the transactions contemplated herein, the Company agrees to pay to the Remarketing Agent a fee of \$110,000 at the Closing Time in New York federal or similar same day funds, exclusive of the out-of-pocket expenses of the Remarketing Agent. 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 Remarketing Agent agrees 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 Remarketing Agent, at such address as the Remarketing Agent shall specify, as many copies of the Final Reoffering Document as the Remarketing Agent 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 Remarketing Agent in complying with Rule 15c2-12, the Company will maintain in full force and effect the Continuing Disclosure Agreement.

SECTION 3. CONDITIONS TO THE REMARKETING AGENT'S OBLIGATIONS.

The obligations of the Remarketing Agent 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 Closing Time, as if made on the date of the Closing Time;

(b) at the Closing Time, 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 Remarketing Agent;

(c) at the Closing Time, the Remarketing Agent shall have received a letter from Ernst & Young LLP in form and substance satisfactory to the Remarketing Agent, confirming that it is an independent public accountant within the meaning of within the meaning of the

Securities Act of 1933, as amended (the “1933 Act”) and the applicable rules and regulations thereunder adopted by the SEC and the Public Company Accounting Oversight Board (United States) (“PCAOB”) 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 and for the twelve months ended December 31, 2014 contained in Appendix A to the Final Reoffering Document and identified for such purpose by the Remarketing Agent 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 Remarketing Agent shall have received a letter from Deloitte & Touche LLP in form and substance satisfactory to the Remarketing Agent, confirming that it is an independent public accountant within the meaning of the 1933 Act and the applicable rules and regulations thereunder adopted by the SEC and the PCAOB 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, 2016, 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 May 30, 2017 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 Closing Time, 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 March 31, 2017 unaudited condensed financial statements; 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 Closing Time, 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 Final Reoffering Document 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 fiscal year ended December 31, 2016 and three-month periods ended March 31, 2017 and 2016 contained in Appendix A to the Final Reoffering Document and identified for such purpose by the Remarketing Agent 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 Bonds shall have been authorized, executed and delivered in the forms theretofore approved by the Remarketing Agent with only such changes therein as the Remarketing Agent and the Company shall mutually agree upon;

(f) at the Closing Time, the Remarketing Agent 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 Remarketing Agent, (iii) Gerald A. Reynolds, Esq., General Counsel, Chief Compliance Officer and Corporate Secretary of the Company, in a form reasonably satisfactory to the Remarketing Agent and (iv) McGuireWoods LLP, counsel to the Remarketing Agent, which shall be satisfactory to the Remarketing Agent;

(2) a certificate, satisfactory in form and substance to the Remarketing Agent, of the President, the Chief Financial Officer, 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, 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) a certified copy of the resolution duly adopted by the Issuer with respect to the ability of the Company to forgo certain provisions of the Indenture during the contemplated Long Term Rate Period;

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

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

(8) a copy of the Blue Sky Survey with respect to the Bonds;

(9) 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

(10) such additional certificates, opinions and other documents as the Remarketing Agent 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 Remarketing Agent and in form and scope to the Remarketing Agent's counsel; and

(g) 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 Remarketing Agent.

SECTION 4. TERMINATION.

The Remarketing Agent shall have the right to cancel its 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 Remarketing Agent notifying the Company in writing or by facsimile 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 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 "Tax Treatment", and which, in any such case, in the Remarketing Agent'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;

(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 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 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 offering or sale of obligations of the general character of the Bonds, or the offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Reoffering Document or the Final Reoffering Document, 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 offering or sale of the Bonds 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 sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Bonds, the Indenture or the Loan Agreement, or the existence or powers of the Issuer with respect to its obligations under the Bonds, the Indenture or the 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 Bonds: long-term credit ratings of not less than "A1" by Moody's Investors Service, Inc. and "A" 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 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 Remarketing Agent expressly for use therein); or

(viii) in the Remarketing Agent's reasonable judgment, the marketability of the 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 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 Remarketing Agent; (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 Remarketing Agent'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 Remarketing Agent 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 Remarketing Agent's performance of its obligations hereunder, and the further condition that at the Closing Time, the Company shall receive the opinions of its counsel described in Section 3 hereof.

SECTION 6. INDEMNIFICATION.

(a) The Company agrees to indemnify and hold harmless the Remarketing Agent, each of its directors, officers, employees and agents, and each person, if any, who controls the 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 the Remarketing Agent expressly for use therein; *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 Remarketing Agent 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 Remarketing Agent at or prior to the delivery of the Bonds to such person, 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 Preliminary Reoffering Document or the Final Reoffering Document and any amendment or supplement thereto as the Remarketing Agent may reasonably request. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) The Remarketing Agent 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 the Remarketing Agent expressly for use in the Preliminary Reoffering Document or the Final Reoffering Document.

(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 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.

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 Remarketing Agent on the other from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required in the paragraph above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Remarketing 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 the Remarketing 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 the Remarketing 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 the Remarketing 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, the Remarketing Agent shall not be required to contribute any amount in excess of the amount by which the total price at which the Bonds underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which the Remarketing Agent has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph, each person, if any, who controls the Remarketing 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 the Remarketing 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 the Remarketing 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 Remarketing Agent, the Remarketing Agent 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 Remarketing Agent (unless such sale shall have been prevented at the Closing Time by its default), including, without limitation, the reasonable fees and disbursements of (i) Stoll Keenon Ogden PLLC, as Bond Counsel, (ii) Jones Day, as counsel for the Company, (iii) McGuireWoods LLP, as counsel to the Remarketing Agent, 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 Remarketing Agent's 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 Remarketing Agent by delivering the same in writing to J.P. Morgan Securities LLC, 383 Madison Avenue, Floor 8, New York, New York 10179, Attention: Ivan Naguit.

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.

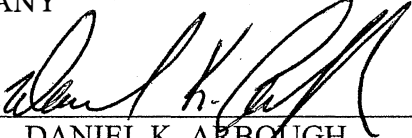
This Agreement is solely for the benefit of the parties hereto, and the execution thereof shall not give rise to any rights in persons other than the parties hereto.

The Company acknowledges and agrees that: (i) the primary role of the Remarketing Agent is to use its commercially reasonable best efforts to solicit offers to purchase the Bonds or beneficial interests therein, and the Remarketing Agent has financial and other interests that differ from those of the Company; (ii) the Remarketing Agent is acting solely as principal and is not acting as municipal advisor, financial advisor or fiduciary to the Company and has 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 Remarketing Agent has provided other services or are currently providing other services to the Company on other matters); (iii) the only obligations the Remarketing Agent has to the Company with respect to the transaction contemplated hereby expressly are set forth in this Agreement and the Remarketing Agent is not undertaking and is not serving in the capacity as agent under the law of agency; 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.

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:

J.P. MORGAN SECURITIES LLC, 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:

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

By: _____
IVAN L. NAUGHT
EXECUTIVE DIRECTOR

SCHEDULE I

DESCRIPTION OF THE BONDS

Total Principal Amount of the Bonds --	\$35,200,000
Date of Conversion to Long Term Rate --	June 1, 2017
Long Term Rate --	1.25%
Mandatory Purchase Date of Bonds --	June 3, 2019
Purchase Price of Bonds --	100% of the principal amount, plus accrued interest,

\$200,000,000

TERM LOAN CREDIT AGREEMENT

dated as of October 26, 2017

among

**LOUISVILLE GAS AND ELECTRIC COMPANY,
as the Borrower,**

THE LENDERS FROM TIME TO TIME PARTY HERETO

and

**U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent**

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Appendix A - Commitments

Exhibits:

Exhibit A-1 - Form of Notice of Borrowing
Exhibit A-2 - Form of Notice of Conversion/Continuation
Exhibit B - Form of Note
Exhibit C - Form of Assignment and Assumption Agreement
Exhibit D - Forms of Opinion of Counsel for the Borrower

TERM LOAN CREDIT AGREEMENT (this “Agreement”) dated as of October 26, 2017 is entered into among LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation (the “Borrower”), the LENDERS party hereto from time to time and U.S. BANK NATIONAL ASSOCIATION, as the Administrative Agent. The parties hereto agree as follows:

RECITALS

The Borrower has requested that the Lenders provide a term loan facility for the purposes set forth herein, and the Lenders are willing to do so on the terms and conditions set forth herein.

In consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. All capitalized terms used in this Agreement or in any Appendix, Schedule or Exhibit hereto which are not otherwise defined herein or therein shall have the respective meanings set forth below.

“Adjusted London Interbank Offered Rate” means, for any Interest Period, a rate per annum equal to the quotient obtained (rounded upward, if necessary, to the nearest 1/100th of 1%) by dividing (i) the London Interbank Offered Rate for such Interest Period by (ii) 1.00 minus the Euro-Dollar Reserve Percentage.

“Administrative Agent” means U.S. Bank, in its capacity as administrative agent for the Lenders hereunder and under the other Loan Documents, and its successor or successors in such capacity.

“Administrative Questionnaire” means, with respect to each Lender, an administrative questionnaire in the form provided by the Administrative Agent and submitted to the Administrative Agent (with a copy to the Borrower) duly completed by such Lender.

“Affiliate” means, with respect to any Person, any other Person who is directly or indirectly controlling, controlled by or under common control with such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through the ownership of stock or its equivalent, by contract or otherwise. In no event shall the Administrative Agent or any Lender be deemed to be an Affiliate of the Borrower or any of its Subsidiaries.

“Agreement” has the meaning set forth in the introductory paragraph hereto, as this Agreement may be amended, restated, supplemented or modified from time to time.

“Applicable Lending Office” means, with respect to any Lender, (i) in the case of its Base Rate Loans, its Base Rate Lending Office and (ii) in the case of its Euro-Dollar Loans, its Euro-Dollar Lending Office.

“Applicable Percentage” means, for purposes of calculating the applicable interest rate for any day for (i) any Base Rate Loans, 0.00% or (ii) any Euro-Dollar Loans, 0.50%.

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Asset Sale” means any sale of any assets, including by way of the sale by the Borrower or any of its Subsidiaries of equity interests in such Subsidiaries.

“Assignee” has the meaning set forth in Section 9.06(c).

“Assignment and Assumption Agreement” means an Assignment and Assumption Agreement, substantially in the form of attached Exhibit C, under which an interest of a Lender hereunder is transferred to an Eligible Assignee pursuant to Section 9.06(c).

“Availability Period” means the period from and including the Effective Date to but excluding the Termination Date.

“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.

“Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as amended, or any successor statute.

“Base Rate” means for any day, a rate per annum equal to the highest of (i) the Prime Rate for such day, (ii) the sum of 1/2 of 1% plus the Federal Funds Rate for such day and (iii) except during any period of time during which a notice delivered to the Borrower under Section 2.14 or Section 2.15 shall remain in effect, the London Interbank Offered Rate plus 1%.

“Base Rate Borrowing” means a Borrowing comprised of Base Rate Loans.

“Base Rate Lending Office” means, as to each Lender, its office located at its address set forth in its Administrative Questionnaire (or identified in its Administrative Questionnaire as its Base Rate Lending Office) or such other office as such Lender may hereafter designate as its Base Rate Lending Office by notice to the Borrower and the Administrative Agent.

“Base Rate Loan” means a Loan in respect of which interest is computed on the basis of the Base Rate.

“Borrower’s Rating” means the senior secured long-term debt rating of the Borrower from S&P or Moody’s.

“Borrower” has the meaning set forth in the introductory paragraph hereto.

“Borrowing” means a borrowing consisting of Loans of a single Type made by the Lenders on a single date and, in the case of a Euro-Dollar Borrowing, having a single Interest Period pursuant to Section 2.01.

“Business Day” means any day except a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized by law to close; provided that when used with respect to any borrowing of, payment or prepayment of principal of or interest on, or the Interest Period for, a Euro-

Dollar Loan, or a notice by the Borrower with respect to any such borrowing payment, prepayment or Interest Period, the term “Business Day” shall also mean that such day is a London Business Day.

“Capital Lease” means any lease of property which, in accordance with GAAP, should be capitalized on the lessee’s balance sheet.

“Capital Lease Obligations” means, with respect to any Person, all obligations of such Person as lessee under Capital Leases, in each case taken at the amount thereof accounted for as liabilities in accordance with GAAP.

“Change of Control” means (i) the acquisition by any Person, or two or more Persons acting in concert, of beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended) of 25% or more of the outstanding shares of voting stock of PPL Corporation or its successors or (ii) the failure at any time of PPL Corporation or its successors to own, directly or indirectly, 80% or more of the outstanding shares of the Voting Stock in the Borrower.

“Commitment” means, with respect to any Lender, the commitment of such Lender to (i) make Loans under this Agreement as set forth in Appendix A and as such Commitment may be reduced from time to time pursuant to Section 2.08 or Section 9.06(c) or increased from time to time pursuant to Section 9.06(c).

“Commitment Ratio” means, with respect to any Lender, the percentage equivalent of the ratio which such Lender’s Commitment bears to the aggregate amount of all Commitments.

“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.

“Consolidated Capitalization” means the sum of, without duplication, (A) the Consolidated Debt (without giving effect to clause (b) of the definition of “Consolidated Debt”) and (B) the consolidated shareowners’ equity (determined in accordance with GAAP) of the common, preference and preferred shareowners of the Borrower and minority interests recorded on the Borrower’s consolidated financial statements (excluding from shareowners’ equity (i) the effect of all unrealized gains and losses reported under Financial Accounting Standards Board Accounting Standards Codification Topic 815 in connection with (x) forward contracts, futures contracts, options contracts or other derivatives or hedging agreements for the future delivery of electricity, capacity, fuel or other commodities and (y) Interest Rate Protection Agreements, foreign currency exchange agreements or other interest or exchange rate hedging arrangements and (ii) the balance of accumulated other comprehensive income/loss of the Borrower on any date of determination solely with respect to the effect of any pension and other post-retirement benefit liability adjustment recorded in accordance with GAAP), except that for purposes of calculating Consolidated Capitalization of the Borrower, Consolidated Debt of the Borrower shall exclude Non-Recourse Debt and Consolidated Capitalization of the Borrower shall exclude that portion of shareowners’ equity attributable to assets securing Non-Recourse Debt.

“Consolidated Debt” means the consolidated Debt of the Borrower and its Consolidated Subsidiaries (determined in accordance with GAAP), except that for purposes of this definition (a) Consolidated Debt shall exclude Non-Recourse Debt of the Borrower and its Consolidated Subsidiaries, and (b) Consolidated Debt shall exclude (i) Hybrid Securities of the Borrower and its Consolidated Subsidiaries in an aggregate amount as shall not exceed 15% of Consolidated Capitalization

and (ii) Equity-Linked Securities in an aggregate amount as shall not exceed 15% of Consolidated Capitalization.

“Consolidated Subsidiary” means with respect to any Person at any date any Subsidiary of such Person or other entity the accounts of which would be consolidated with those of such Person in its consolidated financial statements if such statements were prepared as of such date in accordance with GAAP.

“Continuing Lender” means with respect to any event described in Section 2.08(b), a Lender which is not a Retiring Lender, and “Continuing Lenders” means any two or more of such Continuing Lenders.

“Corporation” means a corporation, association, company, joint stock company, limited liability company, partnership or business trust.

“Debt” of any Person means, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all Guarantees by such Person of Debt of others, (iv) all Capital Lease Obligations and Synthetic Leases of such Person, (v) all obligations of such Person in respect of Interest Rate Protection Agreements, foreign currency exchange agreements or other interest or exchange rate hedging arrangements (the amount of any such obligation to be the net amount that would be payable upon the acceleration, termination or liquidation thereof), but only to the extent that such net obligations exceed \$75,000,000 in the aggregate and (vi) all obligations of such Person as an account party in respect of letters of credit and bankers’ acceptances; provided, however, that “Debt” of such Person does not include (a) obligations of such Person under any installment sale, conditional sale or title retention agreement or any other agreement relating to obligations for the deferred purchase price of property or services, (b) obligations under agreements relating to the purchase and sale of any commodity, including any power sale or purchase agreements, any commodity hedge or derivative (regardless of whether any such transaction is a “financial” or physical transaction), (c) any trade obligations or other obligations of such Person incurred in the ordinary course of business or (d) obligations of such Person under any lease agreement (including any lease intended as security) that is not a Capital Lease or a Synthetic Lease.

“Debtor Relief Laws” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

“Default” means any condition or event which constitutes an Event of Default or which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

“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 and each Lender.

“Delayed Draw Commitment Fee” has the meaning set forth in Section 2.07(a).

“Delayed Draw Commitment Fee Rate” shall mean a rate per annum equal to 0.10%.

“Dollars” and the sign “\$” means lawful money of the United States of America.

“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 delegee) having responsibility for the resolution of any EEA Financial Institution.

“Effective Date” means the date on which the Administrative Agent determines that the conditions specified in or pursuant to Section 4.01 have been satisfied.

“Eligible Assignee” means (i) a Lender; (ii) a commercial bank organized under the laws of the United States and having a combined capital and surplus of at least \$100,000,000; (iii) a commercial bank organized under the laws of any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country and having a combined capital and surplus of at least \$100,000,000; provided, that such bank is acting through a branch or agency located and licensed in the United States; (iv) an Affiliate of a Lender that is an “accredited investor” (as defined in Regulation D under the Securities Act of 1933, as amended) or (v) an Approved Fund; provided, that, in each case (a) upon and following the occurrence of an Event of Default, an Eligible Assignee shall mean any Person other than the Borrower or any of its Affiliates and (b) notwithstanding the foregoing, “Eligible Assignee” shall not include the Borrower or any of its Affiliates.

“Environmental Laws” means any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses or other written governmental restrictions relating to the environment or to emissions, discharges or releases of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or Hazardous Substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or Hazardous Substances or wastes.

“Environmental Liabilities” means all liabilities (including anticipated compliance costs) in connection with or relating to the business, assets, presently or previously owned, leased or operated property, activities (including, without limitation, off-site disposal) or operations of the Borrower or any of its Subsidiaries which arise under Environmental Laws or relate to Hazardous Substances.

“Equity-Linked Securities” means any securities of the Borrower or any of its Subsidiaries which are convertible into, or exchangeable for, equity securities of the Borrower, such Subsidiary or PPL Corporation, including any securities issued by any of such Persons which are pledged to secure any obligation of any holder to purchase equity securities of the Borrower, any of its Subsidiaries or PPL Corporation.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute.

“ERISA Group” means the Borrower and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Borrower, are treated as a single employer under Section 414(b) or (c) of the Internal Revenue Code.

“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.

“Euro-Dollar Borrowing” means a Borrowing comprised of Euro-Dollar Loans.

“Euro-Dollar Lending Office” means, as to each Lender, its office, branch or Affiliate located at its address set forth in its Administrative Questionnaire (or identified in its Administrative Questionnaire as its Euro-Dollar Lending Office) or such other office, branch or Affiliate of such Lender as it may hereafter designate as its Euro-Dollar Lending Office by notice to the Borrower and the Administrative Agent.

“Euro-Dollar Loan” means a Loan in respect of which interest is computed on the basis of the Adjusted London Interbank Offered Rate pursuant to the applicable Notice of Borrowing or Notice of Conversion/Continuation.

“Euro-Dollar Reserve Percentage” of any Lender for the Interest Period of any LIBOR Rate Loan means the reserve percentage applicable to such Lender during such Interest Period (or if more than one such percentage shall be so applicable, the daily average of such percentages for those days in such Interest Period during which any such percentage shall be so applicable) under regulations issued from time to time by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) then applicable to such Lender with respect to liabilities or assets consisting of or including “Eurocurrency Liabilities” (as defined in Regulation D). The Adjusted London Interbank Offered Rate shall be adjusted automatically on and as of the effective date of any change in the Euro-Dollar Reserve Percentage.

“Event of Default” has the meaning set forth in Section 7.01.

“FATCA” means Sections 1471 through 1474 of the Internal Revenue Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b) of the Internal Revenue Code.

“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 U.S. Bank 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.

“FERC” means the Federal Energy Regulatory Commission.

“Fund” means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of its activities.

“GAAP” means United States generally accepted accounting principles applied on a consistent basis.

“Governmental Authority” means any federal, state or local government, authority, agency, central bank, quasi-governmental authority, court or other body or entity, and any arbitrator with authority to bind a party at law.

“Group of Loans” means at any time a group of Loans consisting of (i) all Loans which are Base Rate Loans at such time or (ii) all Loans which are Euro-Dollar Loans of the same Type having the same Interest Period at such time; provided, that, if a Loan of any particular Lender is converted to or made as a Base Rate Loan pursuant to Sections 2.15 or 2.18, such Loan shall be included in the same Group or Groups of Loans from time to time as it would have been in if it had not been so converted or made.

“Guarantee” of or by any Person means any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Debt of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or to purchase (or to advance or supply funds for the purchase of) any security for payment of such Debt, (ii) to purchase or lease property, securities or services for the purpose of assuring the owner of such Debt of the payment of such Debt or (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Debt; provided, however, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

“Hazardous Substances” means any toxic, caustic or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics.

“Hybrid Securities” means any trust preferred securities, or deferrable interest subordinated debt with a maturity of at least 20 years issued by the Borrower, or any business trusts, limited liability companies, limited partnerships (or similar entities) (i) all of the common equity, general partner or similar interests of which are owned (either directly or indirectly through one or more Wholly Owned Subsidiaries) at all times by the Borrower or any of its Subsidiaries, (ii) that have been formed for the purpose of issuing hybrid preferred securities and (iii) substantially all the assets of which consist of (A) subordinated debt of the Borrower or a Subsidiary of the Borrower, as the case may be, and (B) payments made from time to time on the subordinated debt.

“Indemnitee” has the meaning set forth in Section 9.03(b).

“Interest Period” means with respect to each Euro-Dollar Loan, a period commencing on the date of borrowing specified in the applicable Notice of Borrowing or on the date specified in the applicable Notice of Conversion/Continuation and ending one, two, three or six months thereafter, as the Borrower may elect in the applicable notice; provided, that:

(i) any Interest Period which would otherwise end on a day which is not a Business Day shall, subject to clause (iii) below, be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period which begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall, subject to clause (iii) below, end on the last Business Day of a calendar month; and

(iii) no Interest Period shall end after the Maturity Date.

“Interest Rate Protection Agreements” means any agreement providing for an interest rate swap, cap or collar, or any other financial agreement designed to protect against fluctuations in interest rates.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, or any successor statute.

“Lender” means each bank or other lending institution listed in Appendix A as having a Commitment, each Eligible Assignee that becomes a Lender pursuant to Section 9.06(c) and their respective successors.

“Lender Default” means (i) the failure (which has not been cured) of any Lender to (a) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (b) pay to the Administrative Agent or any Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, or (ii) a Lender having notified the Borrower and the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender’s obligation to fund a Loan hereunder and states that such position is based on such Lender’s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), or (iii) the failure, within three Business Days after written request by the Administrative Agent or the Borrower, of a Lender to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that a Lender Default in effect pursuant to this clause (iii) shall be cured upon receipt of such written confirmation by the Administrative Agent and the Borrower) or (iv) a Lender has, or has a direct or indirect parent company that has, (a) become the subject of a proceeding under any Debtor Relief Law, or (b) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, or (v) the Lender becomes the subject of a Bail-in Action; provided that a Lender Default shall not exist solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance intended to confer or having the effect of conferring upon a creditor a preferential interest.

“Loan” means a Base Rate Loan or a Euro-Dollar Loan (made on either the Effective Date or the Post-Effective Date Loan Date), and “Loans” means any combination of the foregoing.

“Loan Documents” means this Agreement and the Notes.

“London Business Day” means a day on which commercial banks are open for international business (including dealings in Dollar deposits) in London.

“London Interbank Offered Rate” means:

(i) for any Euro-Dollar Loan for any Interest Period, the interest rate for deposits in Dollars for a period of time comparable to such Interest Period which appears on Reuters Screen LIBOR01 (or any applicable successor page) at approximately 11:00 A.M. (London time) two Business Days before the first day of such Interest Period; provided, however, that if more than one such rate is specified on Reuters Screen LIBOR01 (or any applicable successor page), the applicable rate shall be the arithmetic mean of all such rates (rounded upwards, if necessary, to the nearest 1/100 of 1%). If for any reason such rate is not available on Reuters Screen LIBOR01 (or any applicable successor page), the term “London Interbank Offered Rate” means for any Interest Period, the arithmetic mean of the rate per annum at which deposits in Dollars are offered by first class banks in the London interbank market to the Administrative Agent at approximately 11:00 A.M. (London time) two Business Days before the first day of such Interest Period in an amount approximately equal to the principal amount of the Euro-Dollar Loan of U.S. Bank to which such Interest Period is to apply and for a period of time comparable to such Interest Period. To the extent that a comparable or successor rate is chosen by the Administrative Agent in connection with any rate set forth in this clause (i), such comparable or successor rate shall be applied in a manner consistent with market practice.

(ii) for any interest rate calculation with respect to a Base Rate Loan, the interest rate for deposits in Dollars for a period equal to one month (commencing on the date of determination of such interest rate) which appears on Reuters Screen LIBOR01 (or any applicable successor page) at approximately 11:00 A.M. (London time) on such date of determination (provided that if such day is not a Business Day for which a London Interbank Offered Rate is quoted, the next preceding Business Day for which a London Interbank Offered Rate is quoted); provided, however, that if more than one such rate is specified on Reuters Screen LIBOR01 (or any applicable successor page), the applicable rate shall be the arithmetic mean of all such rates (rounded upwards, if necessary, to the nearest 1/100 of 1%). If for any reason such rate is not available on Reuters Screen LIBOR01 (or any applicable successor page), the term “London Interbank Offered Rate” means for any applicable one-month interest period, the arithmetic mean of the rate per annum at which deposits in Dollars are offered by first class banks in the London interbank market to the Administrative Agent at approximately 11:00 A.M. (London time) on such date of determination (provided that if such day is not a Business Day for which a London Interbank Offered Rate is quoted, the next preceding Business Day for which a London Interbank Offered Rate is quoted) in an amount approximately equal to the principal amount of the Base Rate Loan of U.S. Bank. To the extent that a comparable or successor rate is chosen by the Administrative Agent in connection with any rate set forth in this clause (ii), such comparable or successor rate shall be applied in a manner consistent with market practice.

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.

“Margin Stock” means “margin stock” as such term is defined in Regulation U.

“Material Adverse Effect” means (i) any material adverse effect upon the business, assets, financial condition or operations of the Borrower or the Borrower and its Subsidiaries, taken as a whole; (ii) a material adverse effect on the ability of the Borrower to perform its obligations under this Agreement, the Notes or the other Loan Documents or (iii) a material adverse effect on the validity or enforceability of this Agreement, the Notes or any of the other Loan Documents.

“Material Debt” means Debt (other than the Notes) of the Borrower in a principal or face amount exceeding \$50,000,000.

“Material Plan” means at any time a Plan or Plans having aggregate Unfunded Liabilities in excess of \$50,000,000. For the avoidance of doubt, where any two or more Plans, which individually do not have Unfunded Liabilities in excess of \$50,000,000, but collectively have aggregate Unfunded Liabilities in excess of \$50,000,000, all references to Material Plan shall be deemed to apply to such Plans as a group.

“Maturity Date” means the date that is one year and 364 days after the Effective Date or, if such date is not a Business Day, the next preceding Business Day.

“Moody’s” means Moody’s Investors Service, Inc., a Delaware corporation, and its successors or, absent any such successor, such nationally recognized statistical rating organization as the Borrower and the Administrative Agent may select.

“Multiemployer Plan” means at any time an employee pension benefit plan within the meaning of Section 4001(a)(3) of ERISA to which any member of the ERISA Group is then making or accruing an obligation to make contributions or has within the preceding five plan years made contributions.

“New Lender” means with respect to any event described in Section 2.08(b), an Eligible Assignee which becomes a Lender hereunder as a result of such event, and “New Lenders” means any two or more of such New Lenders.

“Non-Defaulting Lender” means each Lender other than a Defaulting Lender, and “Non-Defaulting Lenders” means any two or more of such Lenders.

“Non-Recourse Debt” means Debt that is nonrecourse to the Borrower or any asset of the Borrower.

“Non-U.S. Lender” has the meaning set forth in Section 2.17(e).

“Note” means a promissory note, substantially in the form of Exhibit B hereto, issued at the request of a Lender evidencing the obligation of the Borrower to repay outstanding Loans.

“Notice of Borrowing” has the meaning set forth in Section 2.03.

“Notice of Conversion/Continuation” has the meaning set forth in Section 2.06(d)(ii).

“Obligations” means:

(i) all principal of and interest (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the

bankruptcy, insolvency or reorganization of the Borrower, whether or not allowed or allowable as a claim in any such proceeding) on any Loan under, or any Note issued pursuant to, this Agreement or any other Loan Document;

(ii) all other amounts now or hereafter payable by the Borrower and all other obligations or liabilities now existing or hereafter arising or incurred (including, without limitation, any amounts which accrue after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Borrower, whether or not allowed or allowable as a claim in any such proceeding) on the part of the Borrower pursuant to this Agreement or any other Loan Document;

(iii) all expenses of the Administrative Agent as to which the Administrative Agent shall have a right to reimbursement under Section 9.03(a) hereof or under any other similar provision of any other Loan Document;

(iv) all amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement under Section 9.03 hereof or under any other similar provision of any other Loan Document; and

(v) in the case of each of clauses (i) through (iv) above, together with all renewals, modifications, consolidations or extensions thereof.

“OFAC” means the U.S. Department of the Treasury’s Office of Foreign Assets Control.

“Other Connection Taxes” means, with respect to the Administrative Agent or any 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).

“Other Taxes” has the meaning set forth in Section 2.17(b).

“Outstandings” means at any time, with respect to any Lender, the sum of the aggregate principal amount of such Lender’s outstanding Loans.

“Participant” has the meaning set forth in Section 9.06(b).

“Participant Register” has the meaning set forth in Section 9.06(b).

“Patriot Act” has the meaning set forth in Section 9.13.

“PBGC” means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

“Permitted Business” with respect to any Person means a business that is the same or similar to the business of the Borrower or any Subsidiary as of the Effective Date, or any business reasonably related thereto.

“Person” means an individual, a corporation, a partnership, an association, a limited liability company, a trust or an unincorporated association or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Plan” means at any time an employee pension benefit plan (including a Multiemployer Plan) which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Internal Revenue Code and either (i) is maintained, or contributed to, by any member of the ERISA Group for employees of any member of the ERISA Group or (ii) has at any time within the preceding five years been maintained, or contributed to, by any Person which was at such time a member of the ERISA Group for employees of any Person which was at such time a member of the ERISA Group.

“Post-Effective Date Loan Date” means the date, if any, after the Effective Date and during the Availability Period on which the Lenders make the Post-Effective Date Loan.

“Post-Effective Date Loan” means the Loan, if any, made after the Effective Date pursuant to Section 2.01.

“Post-Effective Date Loan Sublimit” means \$100,000,000.00.

“Prime Rate” means the rate of interest publicly announced by U.S. Bank from time to time as its Prime Rate.

“Public Reporting Company” means a company subject to the periodic reporting requirements of the Securities and Exchange Act of 1934, as amended.

“Quarterly Date” means the last Business Day of each of March, June, September and December.

“Rating Agency” means S&P or Moody’s, and “Rating Agencies” means both of them.

“Register” has the meaning set forth in Section 9.06(e).

“Regulation U” means Regulation U of the Board of Governors of the Federal Reserve System, as amended, or any successor regulation.

“Regulation X” means Regulation X of the Board of Governors of the Federal Reserve System, as amended, or any successor regulation.

“Replacement Date” has the meaning set forth in Section 2.08(b).

“Replacement Lender” has the meaning set forth in Section 2.08(b).

“Required Lenders” means at any time Non-Defaulting Lenders having at least 51% of the aggregate amount of the Commitments of all Non-Defaulting Lenders or, if the Commitments shall have been terminated, having at least 51% of the aggregate amount of the Outstandings of the Non-Defaulting Lenders at such time.

“Responsible Officer” means, as to any Person, the chief executive officer, president, chief financial officer, vice president, controller, treasurer or assistant treasurer of such Person or any other officer of such Person reasonably acceptable to the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Person shall be conclusively presumed to have

been authorized by all necessary corporate, partnership and/or other action on the part of such Person and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Person.

“Retiring Lender” means a Lender that ceases to be a Lender hereunder pursuant to the operation of Section 2.08(b).

“S&P” means Standard & Poor’s Ratings Group, a division of S&P Global Inc., a New York corporation, and its successors or, absent any such successor, such nationally recognized statistical rating organization as the Borrower and the Administrative Agent may select.

“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, and Syria).

“Sanctioned Person” means a Person that is, or is owned or controlled by Persons that are, (i) the subject of any Sanctions, or (ii) located, organized or resident in a Sanctioned Country.

“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.

“SEC” means the Securities and Exchange Commission.

“Subsidiary” means any Corporation, a majority of the outstanding Voting Stock of which is owned, directly or indirectly, by the Borrower or one or more other Subsidiaries of the Borrower.

“Synthetic Lease” means any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product where such transaction is considered borrowed money indebtedness for tax purposes but is classified as an operating lease in accordance with GAAP.

“Taxes” has the meaning set forth in Section 2.17(a).

“Termination Date” means the earliest to occur of (i) the Post-Effective Date Loan Date (after giving effect to the Post-Effective Date Loan, if any, on such date), (ii) 11:59 p.m. (New York City time) on the date that is 180 days after the Effective Date and (iii) the date upon which all Commitments shall have been terminated in their entirety in accordance with this Agreement.

“Type”, when used in respect of any Loan or Borrowing, shall refer to the rate by reference to which interest on such Loan or on the Loans comprising such Borrowing is determined.

“Unfunded Liabilities” means, with respect to any Plan at any time, the amount (if any) by which (i) the value of all benefit liabilities under such Plan, determined on a plan termination basis using the assumptions prescribed by the PBGC for purposes of Section 4044 of ERISA, exceeds (ii) the fair market value of all Plan assets allocable to such liabilities under Title IV of ERISA (excluding any accrued but unpaid contributions), all determined as of the then most recent valuation date for such Plan, but only to the extent that such excess represents a potential liability of a member of the ERISA Group to the PBGC or any other Person under Title IV of ERISA.

“United States” means the United States of America, including the States and the District of Columbia, but excluding its territories and possessions.

“U.S. Bank” means U.S. Bank National Association, and its successors.

“Voting Stock” means stock (or other interests) of a Corporation having ordinary voting power for the election of directors, managers or trustees thereof, whether at all times or only so long as no senior class of stock has such voting power by reason of any contingency.

“Wholly Owned Subsidiary” means, with respect to any Person at any date, any Subsidiary of such Person all of the Voting Stock of which (except directors’ qualifying shares) is at the time directly or indirectly owned by such Person.

“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.

ARTICLE II THE CREDITS

Section 2.01 The Loans. Each Lender severally agrees, on the terms and conditions set forth in this Agreement, to make Loans denominated in Dollars to the Borrower pursuant to this Section 2.01 in an aggregate amount not to exceed such Lender’s Commitment. The Loans shall be available in up to two drawings, one drawing on the Effective Date and one drawing on a date during the Availability Period in an amount that shall not exceed the Post-Effective Date Loan Sublimit. The amount of each Loan shall be specified by the Borrower in accordance with Section 2.03. Each Borrowing shall be in an aggregate principal amount of \$10,000,000 or any larger integral multiple of \$1,000,000 (except that any such Borrowing may be in the aggregate amount of the unused Commitments) and shall be made from the several Lenders ratably in proportion to their respective Commitments. Loans borrowed under this Section 2.01 and paid or prepaid may not be reborrowed. The Commitment shall be automatically reduced upon each drawing of Loans in an amount equal to the principal amount drawn.

Section 2.02 [Reserved].

Section 2.03 Notice of Borrowings. The Borrower shall give the Administrative Agent notice (substantially in the form of Exhibit A-1 hereto (a “Notice of Borrowing”)) not later than (a) 11:30 A.M. (New York City time) on the date of each Base Rate Borrowing and (b) 12:00 Noon (New York City time) on the third Business Day before each Euro-Dollar Borrowing, specifying:

- (i) the date of such Borrowing, which shall be a Business Day;
- (ii) the aggregate amount of such Borrowing;
- (iii) the initial Type of the Loans comprising such Borrowing;
- (iv) in the case of a Euro-Dollar Borrowing, the duration of the initial Interest Period applicable thereto, subject to the provisions of the definition of Interest Period; and
- (v) the account or accounts in which the proceeds of the Borrowing should be credited.

Notwithstanding the foregoing, no more than six (6) Groups of Euro-Dollar Loans shall be outstanding at any one time, and any Loans which would exceed such limitation shall be made as Base Rate Loans.

Section 2.04 Notice to Lenders; Funding of Loans.

(a) Notice to Lenders. Upon receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Lender of such Lender's ratable share (if any) of the Borrowing referred to in the Notice of Borrowing, and such Notice of Borrowing shall not thereafter be revocable by the Borrower.

(b) Funding of Loans. Not later than (a) 1:00 P.M. (New York City time) on the date of each Base Rate Borrowing and (b) 12:00 Noon (New York City time) on the date of each Euro-Dollar Borrowing, each Lender shall make available its ratable share of such Borrowing, in Federal or other funds immediately available in New York City, to the Administrative Agent at its address referred to in Section 9.01. Unless the Administrative Agent determines that any applicable condition specified in Article IV has not been satisfied, the Administrative Agent shall apply any funds so received in respect of a Borrowing available to the Borrower at the Administrative Agent's address not later than (a) 3:00 P.M. (New York City time) on the date of each Base Rate Borrowing and (b) 2:00 P.M. (New York City time) on the date of each Euro-Dollar Borrowing.

(c) Funding By the Administrative Agent in Anticipation of Amounts Due from the Lenders. Unless the Administrative Agent shall have received notice from a Lender prior to the date of any Borrowing (except in the case of a Base Rate Borrowing, in which case prior to the time of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available to the Administrative Agent on the date of such Borrowing in accordance with subsection (b) of this Section, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have so made such share available to the Administrative Agent, such Lender and the Borrower severally agree to repay to the Administrative Agent forthwith on demand such corresponding amount, together with interest thereon for each day from the date such amount is made available to the Borrower until the date such amount is repaid to the Administrative Agent at (i) a rate per annum equal to the higher of the Federal Funds Rate and the interest rate applicable thereto pursuant to Section 2.06, in the case of the Borrower, and (ii) the Federal Funds Rate, in the case of such Lender. Any payment by the Borrower hereunder shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make its share of a Borrowing available to the Administrative Agent. If such Lender shall repay to the Administrative Agent such corresponding amount, such amount so repaid shall constitute such Lender's Loan included in such Borrowing for purposes of this Agreement.

(d) Obligations of Lenders Several. The failure of any Lender to make a Loan required to be made by it as part of any Borrowing hereunder shall not relieve any other Lender of its obligation, if any, hereunder to make any Loan on the date of such Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Loan to be made by such other Lender on such date of Borrowing.

Section 2.05 Noteless Agreement; Evidence of Indebtedness.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) The Administrative Agent shall also maintain accounts in which it will record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period with respect thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the

Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.

(c) The entries maintained in the accounts maintained pursuant to subsections (a) and (b) above shall be prima facie evidence of the existence and amounts of the Obligations therein recorded; provided, however, that the failure of the Administrative Agent or any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Obligations in accordance with their terms.

(d) Any Lender may request that its Loans be evidenced by a Note. In such event, the Borrower shall prepare, execute and deliver to such Lender a Note payable to such Lender (or, if required by such Lender, to such Lender and its registered assigns). Thereafter, the Loans evidenced by such Note and interest thereon shall at all times (including after any assignment pursuant to Section 9.06(c)) be represented by one or more Notes payable to such Lender or any assignee pursuant to Section 9.06(c), except to the extent that any such Lender or assignee subsequently returns any such Note for cancellation and requests that such Loans once again be evidenced as described in subsections (a) and (b) above.

Section 2.06 Interest Rates.

(a) Interest Rate Options. The Loans shall, at the option of the Borrower and except as otherwise provided herein, be incurred and maintained as, or converted into, one or more Base Rate Loans or Euro-Dollar Loans.

(b) Base Rate Loans. Each Loan which is made as, or converted into, a Base Rate Loan shall bear interest on the outstanding principal amount thereof, for each day from the date such Loan is made as, or converted into, a Base Rate Loan until it becomes due or is converted into a Loan of any other Type, at a rate per annum equal to the sum of the Base Rate for such day plus the Applicable Percentage for Base Rate Loans for such day. Such interest shall, in each case, be payable quarterly in arrears on each Quarterly Date and on the Maturity Date and, with respect to the principal amount of any Base Rate Loan converted to a Euro-Dollar Loan, on the date such Base Rate Loan is so converted. Any overdue principal of or interest on any Base Rate Loan shall bear interest, payable on demand, for each day until paid at a rate per annum equal to the sum of 2% plus the rate otherwise applicable to Base Rate Loans for such day.

(c) Euro-Dollar Loans. Each Euro-Dollar Loan shall bear interest on the outstanding principal amount thereof, for each day during the Interest Period applicable thereto, at a rate per annum equal to the sum of the Adjusted London Interbank Offered Rate for such Interest Period plus the Applicable Percentage for Euro-Dollar Loans for such day. Such interest shall be payable for each Interest Period on the last day thereof and, if such Interest Period is longer than three months, at intervals of three months after the first day thereof. Any overdue principal of or interest on any Euro-Dollar Loan shall bear interest, payable on demand, for each day until paid at a rate per annum equal to the sum of 2% plus the sum of (A) the Adjusted London Interbank Offered Rate applicable to such Loan at the date such payment was due plus (B) the Applicable Percentage for Euro-Dollar Loans for such day (or, if the circumstance described in Section 2.14 shall exist, at a rate per annum equal to the sum of 2% plus the rate applicable to Base Rate Loans for such day).

(d) Method of Electing Interest Rates.

(i) Subject to Section 2.06(a), the Loans included in each Borrowing shall bear interest initially at the type of rate specified by the Borrower in the applicable Notice of Borrowing. Thereafter, with respect to each Group of Loans, the Borrower shall have the option

(A) to convert all or any part of (y) so long as no Default is in existence on the date of conversion, outstanding Base Rate Loans to Euro-Dollar Loans and (z) outstanding Euro-Dollar Loans to Base Rate Loans; provided, in each case, that the amount so converted shall be equal to \$10,000,000 or any larger integral multiple of \$1,000,000, or (B) upon the expiration of any Interest Period applicable to outstanding Euro-Dollar Loans, so long as no Default is in existence on the date of continuation, to continue all or any portion of such Loans, equal to \$10,000,000 and any larger integral multiple of \$1,000,000 in excess of that amount as Euro-Dollar Loans. The Interest Period of any Base Rate Loan converted to a Euro-Dollar Loan pursuant to clause (A) above shall commence on the date of such conversion. The succeeding Interest Period of any Euro-Dollar Loan continued pursuant to clause (B) above shall commence on the last day of the Interest Period of the Loan so continued. Euro-Dollar Loans may only be converted on the last day of the then current Interest Period applicable thereto or on the date required pursuant to Section 2.18.

(ii) The Borrower shall deliver a written notice of each such conversion or continuation (a "Notice of Conversion/Continuation") to the Administrative Agent no later than (A) 12:00 Noon (New York City time) at least three (3) Business Days before the effective date of the proposed conversion to, or continuation of, a Euro-Dollar Loan and (B) 11:30 A.M. (New York City time) on the day of a conversion to a Base Rate Loan. A written Notice of Conversion/Continuation shall be substantially in the form of Exhibit A-2 attached hereto and shall specify: (A) the Group of Loans (or portion thereof) to which such notice applies, (B) the proposed conversion/continuation date (which shall be a Business Day), (C) the aggregate amount of the Loans being converted/continued, (D) an election between the Base Rate and the Adjusted London Interbank Offered Rate and (E) in the case of a conversion to, or a continuation of, Euro-Dollar Loans, the requested Interest Period. Upon receipt of a Notice of Conversion/Continuation, the Administrative Agent shall give each Lender prompt notice of the contents thereof and such Lender's pro rata share of all conversions and continuations requested therein. If no timely Notice of Conversion/Continuation is delivered by the Borrower as to any Euro-Dollar Loan, and such Loan is not repaid by the Borrower at the end of the applicable Interest Period, such Loan shall be converted automatically to a Base Rate Loan on the last day of the then applicable Interest Period.

(e) Determination and Notice of Interest Rates. The Administrative Agent shall determine each interest rate applicable to the Loans hereunder. The Administrative Agent shall give prompt notice to the Borrower and the participating Lenders of each rate of interest so determined, and its determination thereof shall be conclusive in the absence of manifest error. Any notice with respect to Euro-Dollar Loans shall, without the necessity of the Administrative Agent so stating in such notice, be subject to adjustments in the Applicable Percentage applicable to such Loans after the beginning of the Interest Period applicable thereto. When during an Interest Period any event occurs that causes an adjustment in the Applicable Percentage applicable to Loans to which such Interest Period is applicable, the Administrative Agent shall give prompt notice to the Borrower and the Lenders of such event and the adjusted rate of interest so determined for such Loans, and its determination thereof shall be conclusive in the absence of manifest error.

Section 2.07 Fees.

(a) Delayed Draw Loan Commitment Fee. The Borrower shall pay to the Administrative Agent for the account of each Lender a fee (the "Delayed Draw Commitment Fee") for each day at a rate per annum equal to the Delayed Draw Commitment Fee Rate for such day. The Delayed Draw Commitment Fee shall accrue from and including the Effective Date to but excluding the last day of the

Availability Period on the amount by which such Lender's Commitment exceeds the sum of its Outstandings on such day.

(b) Payments. Except as otherwise provided in this Section 2.07, accrued fees under this Section 2.07 in respect of Loans shall be payable quarterly in arrears on each Quarterly Date, on the last day of the Availability Period and , if later, on the date the Loans shall be repaid in their entirety. Fees paid hereunder shall not be refundable under any circumstances.

Section 2.08 Adjustments of Commitments.

(a) Optional Termination or Reductions of Commitments (Pro-Rata). The Borrower may, upon at least three Business Days' prior written notice to the Administrative Agent, permanently (i) terminate the Commitments, if there are no Outstandings at such time or (ii) ratably reduce from time to time by a minimum amount of \$10,000,000 or any larger integral multiple of \$5,000,000, the aggregate amount of the Commitments in excess of the aggregate Outstandings. Upon receipt of any such notice, the Administrative Agent shall promptly notify the Lenders. If the Commitments are terminated in their entirety, all accrued fees shall be payable on the effective date of such termination.

(b) Replacement of Lenders; Optional Termination of Commitments (Non-Pro-Rata). If (i) any Lender has demanded compensation or indemnification pursuant to Sections 2.14, 2.15, 2.16 or 2.17, (ii) the obligation of any Lender to make Euro-Dollar Loans has been suspended pursuant to Section 2.15 or (iii) any Lender is a Defaulting Lender (each such Lender described in clauses (i), (ii) or (iii) being a "Retiring Lender"), the Borrower shall have the right, if no Default then exists, to replace such Lender with one or more Eligible Assignees (which may be one or more of the Continuing Lenders) (each a "Replacement Lender" and, collectively, the "Replacement Lenders") reasonably acceptable to the Administrative Agent. The replacement of a Retiring Lender pursuant to this Section 2.08(b) shall be effective on the tenth Business Day (the "Replacement Date") following the date of notice given by the Borrower of such replacement to the Retiring Lender and each Continuing Lender through the Administrative Agent, subject to the satisfaction of the following conditions:

(i) the Replacement Lender shall have satisfied the conditions to assignment and assumption set forth in Section 9.06(c) (with all fees payable pursuant to Section 9.06(c) to be paid by the Borrower) and, in connection therewith, the Replacement Lender(s) shall pay to the Retiring Lender an amount equal in the aggregate to the sum of (x) the principal of, and all accrued but unpaid interest on, all outstanding Loans of the Retiring Lender, (y) all unpaid drawings that have been funded by (and not reimbursed to) the Retiring Lender under Section 3.10, together with all accrued but unpaid interest with respect thereto and (z) all accrued but unpaid fees owing to the Retiring Lender pursuant to Section 2.07; and

(ii) the Borrower shall have paid to the Administrative Agent for the account of the Retiring Lender an amount equal to all obligations owing to the Retiring Lender by the Borrower pursuant to this Agreement and the other Loan Documents (other than those obligations of the Borrower referred to in clause (i) above).

On the Replacement Date, each Replacement Lender that is a New Lender shall become a Lender hereunder and shall succeed to the obligations of the Retiring Lender to the extent of the Commitment of the Retiring Lender assumed by such Replacement Lender, and the Retiring Lender shall cease to constitute a Lender hereunder; provided, that the provisions of Sections 2.12, 2.16, 2.17 and 9.03 of this Agreement shall continue to inure to the benefit of a Retiring Lender with respect to any Loans made or any other actions taken by such Retiring Lender while it was a Lender.

In lieu of the foregoing, subject to Section 2.08(e), upon express written consent of Continuing Lenders holding more than 50% of the aggregate amount of the Commitments of the Continuing Lenders, the Borrower shall have the right to permanently terminate the Commitment of a Retiring Lender in full. Upon payment by the Borrower to the Administrative Agent for the account of the Retiring Lender of an amount equal to the sum of (i) the aggregate principal amount of all Loans owed to the Retiring Lender and (ii) all accrued interest, fees and other amounts owing to the Retiring Lender hereunder, including, without limitation, all amounts payable by the Borrower to the Retiring Lender under Sections 2.12, 2.16, 2.17 or 9.03, such Retiring Lender shall cease to constitute a Lender hereunder; provided, that the provisions of Sections 2.12, 2.16, 2.17 and 9.03 of this Agreement shall inure to the benefit of a Retiring Lender with respect to any Loans made or any other actions taken by such Retiring Lender while it was a Lender.

(c) Optional Termination of Defaulting Lender Commitment (Non-Pro-Rata). At any time a Lender is a Defaulting Lender, subject to Section 2.08(e), the Borrower may terminate in full the Commitment of such Defaulting Lender by giving notice to such Defaulting Lender and the Administrative Agent, provided, that, (i) at the time of such termination, (A) no Default has occurred and is continuing (or alternatively, the Required Lenders shall consent to such termination) and (B) either (x) no Loans are outstanding or (y) the aggregate Outstandings of such Defaulting Lender in respect of Loans is zero; (ii) concurrently with such termination, the aggregate Commitments shall be reduced by the Commitment of the Defaulting Lender; and (iii) concurrently with any subsequent payment of interest or fees to the Lenders with respect to any period before the termination of a Defaulting Lender's Commitment, the Borrower shall pay to such Defaulting Lender its ratable share (based on its Commitment Ratio before giving effect to such termination) of such interest or fees, as applicable. The termination of a Defaulting Lender's Commitment pursuant to this Section 2.08(c) shall not be deemed to be a waiver of any right that the Borrower, Administrative Agent or any Lender may have against such Defaulting Lender.

(d) Termination Date. The Commitments shall terminate on the Termination Date.

(e) Redetermination of Commitment Ratios. On the date of termination of the Commitment of a Retiring Lender or Defaulting Lender pursuant to Section 2.08(b) or (c), the Commitment Ratios of the Continuing Lenders shall be redetermined after giving effect thereto, and the participations of the Continuing Lenders in and obligations of the Continuing Lenders in respect of any then outstanding Loans shall thereafter be based upon such redetermined Commitment Ratios. The right of the Borrower to effect such a termination pursuant to Section 2.08(b) or (c) is conditioned on there being sufficient unused availability in the Commitments of the Continuing Lenders such that the aggregate Outstandings will not exceed the aggregate Commitments after giving effect to such termination and redetermination.

Section 2.09 Repayment of Loans. The Loans shall mature on the Maturity Date and the Borrower shall repay to the Administrative Agent, for the ratable account of the Lenders on the Maturity Date, the aggregate principal amount of all Loans made to the Borrower outstanding on such date (together with accrued interest thereon and fees in respect thereof and all other amounts owed with respect to the Obligations hereunder).

Section 2.10 Optional Prepayments and Repayments.

(a) Prepayments of Loans. Subject to Section 2.12, the Borrower may (i) upon at least one (1) Business Day's notice to the Administrative Agent, prepay any Base Rate Borrowing or (ii) upon at least three (3) Business Days' notice to the Administrative Agent, prepay any Euro-Dollar Borrowing, in each case in whole at any time, or from time to time in part in amounts aggregating \$10,000,000 or any larger integral multiple of \$1,000,000, by paying the principal amount to be prepaid together with accrued

interest thereon to the date of prepayment. Each such optional prepayment shall be applied to prepay ratably the Loans of the several Lenders included in such Borrowing.

(b) Notice to Lenders. Upon receipt of a notice of prepayment pursuant to Section 2.10(a), the Administrative Agent shall promptly notify each Lender of the contents thereof and of such Lender's ratable share (if any) of such prepayment, and such notice shall not thereafter be revocable by the Borrower.

Section 2.11 General Provisions as to Payments.

(a) Payments by the Borrower. The Borrower shall make each payment of principal of and interest on the Loans and fees hereunder not later than 12:00 Noon (New York City time) on the date when due, without set-off, counterclaim or other deduction, in Federal or other funds immediately available in New York City, to the Administrative Agent at its address referred to in Section 9.01. The Administrative Agent will promptly distribute to each Lender its ratable share of each such payment received by the Administrative Agent for the account of the Lenders. Whenever any payment of principal of or interest on the Base Rate Loans or of fees shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day. Whenever any payment of principal of or interest on the Euro-Dollar Loans shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case the date for payment thereof shall be the next preceding Business Day. If the date for any payment of principal is extended by operation of law or otherwise, interest thereon shall be payable for such extended time.

(b) Distributions by the Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Lenders hereunder that the Borrower will not make such payment in full, the Administrative Agent may assume that the Borrower has made such payment in full to the Administrative Agent on such date, and the Administrative Agent may, in reliance upon such assumption, cause to be distributed to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent that the Borrower shall not have so made such payment, each Lender shall repay to the Administrative Agent forthwith on demand such amount distributed to such Lender together with interest thereon, for each day from the date such amount is distributed to such Lender until the date such Lender repays such amount to the Administrative Agent, at the Federal Funds Rate.

Section 2.12 Funding Losses. If the Borrower makes any payment of principal with respect to any Euro-Dollar Loan pursuant to the terms and provisions of this Agreement (any conversion of a Euro-Dollar Loan to a Base Rate Loan pursuant to Section 2.18 being treated as a payment of such Euro-Dollar Loan on the date of conversion for purposes of this Section 2.12) on any day other than the last day of the Interest Period applicable thereto, or the last day of an applicable period fixed pursuant to Section 2.06(c), or if the Borrower fails to borrow, convert or prepay any Euro-Dollar Loan after notice has been given in accordance with the provisions of this Agreement, or in the event of payment in respect of any Euro-Dollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.08(b), the Borrower shall reimburse each Lender within fifteen (15) days after demand for any resulting loss or expense incurred by it (and by an existing Participant in the related Loan), including, without limitation, any loss incurred in obtaining, liquidating or employing deposits from third parties, but excluding loss of margin for the period after any such payment or failure to borrow or prepay; provided, that such Lender shall have delivered to the Borrower a certificate as to the amount of such loss or expense, which certificate shall be conclusive in the absence of manifest error.

Section 2.13 Computation of Interest and Fees. Interest on Loans based on the Prime Rate hereunder shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and paid for the actual number of days elapsed. All other interest and fees shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed (including the first day but excluding the last day).

Section 2.14 Basis for Determining Interest Rate Inadequate, Unfair or Unavailable. If on or prior to the first day of any Interest Period for any Euro-Dollar Loan: (a) Lenders having 50% or more of the aggregate amount of the Commitments advise the Administrative Agent that the Adjusted London Interbank Offered Rate as determined by the Administrative Agent, will not adequately and fairly reflect the cost to such Lenders of funding their Euro-Dollar Loans for such Interest Period; or (b) the Administrative Agent shall determine that no reasonable means exist for determining the Adjusted London Interbank Offered Rate, the Administrative Agent shall forthwith give notice thereof to the Borrower and the Lenders, whereupon, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such suspension no longer exist, (i) the obligations of the Lenders to make Euro-Dollar Loans, or to convert outstanding Loans into Euro-Dollar Loans shall be suspended; and (ii) each outstanding Euro-Dollar Loan shall be converted into a Base Rate Loan on the last day of the current Interest Period applicable thereto. Unless the Borrower notifies the Administrative Agent at least two (2) Business Days before the date of (or, if at the time the Borrower receives such notice the day is the date of, or the date immediately preceding, the date of such Euro-Dollar Borrowing, by 10:00 A.M. (New York City time) on the date of) any Euro-Dollar Borrowing for which a Notice of Borrowing has previously been given that it elects not to borrow on such date, such Borrowing shall instead be made as a Base Rate Borrowing.

Section 2.15 Illegality. If, on or after the date of this Agreement, the adoption of any applicable law, rule or regulation, or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender (or its Euro-Dollar Lending Office) with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impossible for any Lender (or its Euro-Dollar Lending Office) to make, maintain or fund its Euro-Dollar Loans and such Lender shall so notify the Administrative Agent, the Administrative Agent shall forthwith give notice thereof to the other Lenders and the Borrower, whereupon until such Lender notifies the Borrower and the Administrative Agent that the circumstances giving rise to such suspension no longer exist, the obligation of such Lender to make Euro-Dollar Loans, or to convert outstanding Loans into Euro-Dollar Loans, shall be suspended. Before giving any notice to the Administrative Agent pursuant to this Section, such Lender shall designate a different Euro-Dollar Lending Office if such designation will avoid the need for giving such notice and will not, in the judgment of such Lender, be otherwise disadvantageous to such Lender. If such notice is given, each Euro-Dollar Loan of such Lender then outstanding shall be converted to a Base Rate Loan either (a) on the last day of the then current Interest Period applicable to such Euro-Dollar Loan if such Lender may lawfully continue to maintain and fund such Loan to such day or (b) immediately if such Lender shall determine that it may not lawfully continue to maintain and fund such Loan to such day.

Section 2.16 Increased Cost and Reduced Return.

(a) Increased Costs. If after the Effective Date, the adoption of any applicable law, rule or regulation, or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender (or its Applicable Lending Office) with any request or directive (whether or not having the force of law) of any such authority,

central bank or comparable agency shall (i) impose, modify or deem applicable any reserve (including, without limitation, any such requirement imposed by the Board of Governors of the Federal Reserve System), special deposit, insurance assessment or similar requirement against Loans participated in by, assets of, deposits with or for the account of or credit extended by, any Lender (or its Applicable Lending Office), (ii) subject any Lender to any tax of any kind whatsoever with respect to this Agreement, any participation in any Loan made by it, or change the basis of taxation of payments to such 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 failure to comply with Section 2.17(e)) or (iii) impose on any Lender (or its Applicable Lending Office) or on the United States market for certificates of deposit or the London interbank market any other condition affecting its Euro-Dollar Loans, Notes, obligation to make Euro-Dollar Loans and the result of any of the foregoing is to increase the cost to such Lender (or its Applicable Lending Office) of making or maintaining any Euro-Dollar Loan or to reduce the amount of any sum received or receivable by such Lender (or its Applicable Lending Office) under this Agreement or under its Notes with respect thereto, then, within fifteen (15) days after demand by such Lender (with a copy to the Administrative Agent), the Borrower shall pay to such Lender such additional amount or amounts, as determined by such Lender in good faith, as will compensate such Lender for such increased cost or reduction, solely to the extent that any such additional amounts were incurred by the Lender within ninety (90) days of such demand.

(b) Capital Adequacy. If any Lender shall have determined that, after the Effective Date, the adoption of any applicable law, rule or regulation regarding capital adequacy or liquidity, or any change in any such law, rule or regulation, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency, has or would have the effect of reducing the rate of return on capital of such Lender (or any Person controlling such Lender) as a consequence of such Lender's obligations hereunder to a level below that which such Lender (or any Person controlling such Lender) could have achieved but for such adoption, change, request or directive (taking into consideration its policies with respect to capital adequacy), then from time to time, within fifteen (15) days after demand by such Lender (with a copy to the Administrative Agent), the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender (or any Person controlling such Lender) for such reduction, solely to the extent that any such additional amounts were incurred by the Lender within ninety (90) days of such demand.

(c) Notices. Each Lender will promptly notify the Borrower and the Administrative Agent of any event of which it has knowledge, occurring after the Effective Date, that will entitle such Lender to compensation pursuant to this Section and will designate a different Applicable Lending Office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the judgment of such Lender, be otherwise disadvantageous to such Lender. A certificate of any Lender claiming compensation under this Section and setting forth in reasonable detail the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, such Lender may use any reasonable averaging and attribution methods.

(d) Notwithstanding anything to the contrary herein, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "change in law" under this Article II regardless of the date enacted, adopted or issued.

Section 2.17 Taxes.

(a) Payments Net of Certain Taxes. Any and all payments made by the Borrower to or for the account of any Lender or the Administrative Agent hereunder or under any other Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, duties, levies, imposts, deductions, charges and withholdings and all liabilities with respect thereto, excluding: (i) taxes imposed on or measured by the net income (including branch profits or similar taxes) of, and franchise or similar taxes imposed on, the Administrative Agent or any Lender (a) by the jurisdiction (or subdivision thereof) under the laws of which such Lender or the Administrative Agent is organized or in which its principal office is located or, in the case of each Lender, in which its Applicable Lending Office is located or (b) that are Other Connection Taxes, (ii) in the case of each Lender, any United States withholding tax imposed on such payments, but only to the extent that such Lender is subject to United States withholding tax at the time such Lender first becomes a party to this Agreement or changes its Applicable Lending Office, (iii) any backup withholding tax imposed by the United States (or any state or locality thereof) on a Lender or Administrative Agent, and (iv) any taxes imposed by FATCA (all such nonexcluded taxes, duties, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If the Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder or under any other Loan Document to any Lender or the Administrative Agent, (i) the sum payable shall be increased as necessary so that after making all such required deductions (including deductions applicable to additional sums payable under this Section 2.17(a)) such Lender or the Administrative Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions, (iii) the Borrower shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law and (iv) the Borrower shall furnish to the Administrative Agent, for delivery to such Lender, the original or a certified copy of a receipt evidencing payment thereof.

(b) Other Taxes. In addition, the Borrower agrees to pay any and all present or future stamp or court or documentary taxes and any other excise or property taxes, or similar charges or levies, which arise from any payment made pursuant to this Agreement, any Note or any other Loan Document or from the execution, delivery, performance, registration or enforcement of, or otherwise with respect to, this Agreement, any Note or any other Loan Document (collectively, "Other Taxes").

(c) Indemnification. The Borrower agrees to indemnify each Lender and the Administrative Agent for the full amount of Taxes and Other Taxes (including, without limitation, any Taxes or Other Taxes imposed or asserted by any jurisdiction on amounts payable under this Section 2.17(c)), whether or not correctly or legally asserted, paid by such Lender or the Administrative Agent (as the case may be) and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto as certified in good faith to the Borrower by each Lender or the Administrative Agent seeking indemnification pursuant to this Section 2.17(c). This indemnification shall be paid within 15 days after such Lender or the Administrative Agent (as the case may be) makes demand therefor.

(d) Refunds or Credits. If a Lender or the Administrative Agent receives a refund, credit or other reduction from a taxation authority for any Taxes or Other Taxes for which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 2.17, it shall within fifteen (15) days from the date of such receipt pay over the amount of such refund, credit or other reduction to the Borrower (but only to the extent of indemnity payments made or additional amounts paid by the Borrower under this Section 2.17 with respect to the Taxes or Other Taxes giving rise to such refund, credit or other reduction), net of all reasonable out-of-pocket expenses of such Lender or the Administrative Agent (as the case may be) and without interest (other than interest paid by the relevant taxation authority with respect to such refund, credit or other reduction); provided, however,

that the Borrower agrees to repay, upon the request of such Lender or the Administrative Agent (as the case may be), the amount paid over to the Borrower (plus penalties, interest or other charges) to such Lender or the Administrative Agent in the event such Lender or the Administrative Agent is required to repay such refund or credit to such taxation authority.

(e) Tax Forms and Certificates. On or before the date it becomes a party to this Agreement, from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent, and at any time it changes its Applicable Lending Office: (i) each Lender that is a “United States person” within the meaning of Section 7701(a)(30) of the Internal Revenue Code shall deliver to the Borrower and the Administrative Agent two (2) properly completed and duly executed copies of Internal Revenue Service Form W-9, or any successor form prescribed by the Internal Revenue Service, or such other documentation or information prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent, as the case may be, certifying that such Lender is a United States person and is entitled to an exemption from United States backup withholding tax or information reporting requirements; and (ii) each Lender that is not a “United States person” within the meaning of Section 7701(a)(30) of the Internal Revenue Code (a “Non-U.S. Lender”) shall deliver to the Borrower and the Administrative Agent: (A) two (2) properly completed and duly executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, or any successor form prescribed by the Internal Revenue Service, (x) certifying that such Non-U.S. Lender is entitled to the benefits under an income tax treaty to which the United States is a party which exempts the Non-U.S. Lender from United States withholding tax or reduces the rate of withholding tax on payments of interest for the account of such Non-U.S. Lender and (y) with respect to any other applicable payments under or entered into in connection with any Loan Document, establishing an exemption from, or reduction of, United States withholding tax pursuant to the “business profits” or “other income” article of such tax treaty; (B) two (2) properly completed and duly executed copies of Internal Revenue Service Form W-8ECI, or any successor form prescribed by the Internal Revenue Service, certifying that the income receivable pursuant to this Agreement and the other Loan Documents is effectively connected with the conduct of a trade or business in the United States; (C) in the case of a Non-U.S. Lender claiming the benefit of the exemption for portfolio interest under Section 871(h) or 881(c) of the Internal Revenue Code, two (2) properly completed and duly executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, or any successor form prescribed by the Internal Revenue Service, together with a certificate to the effect that (x) such Non-U.S. Lender is not (1) a “bank” within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, (2) a “10-percent shareholder” of the Borrower within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code, or (3) a “controlled foreign corporation” that is described in Section 881(c)(3)(C) of the Internal Revenue Code and is related to the Borrower within the meaning of Section 864(d)(4) of the Internal Revenue Code and (y) the interest payments in question are not effectively connected with a U.S. trade or business conducted by such Non-U.S. Lender; or (D) to the extent the Non-U.S. Lender is not the beneficial owner, two (2) properly completed and duly executed copies of Internal Revenue Service Form W-8IMY, or any successor form prescribed by the Internal Revenue Service, accompanied by an Internal Revenue Service Form W-8ECI, W-8BEN, W-8BEN-E, W-9, and/or other certification documents from each beneficial owner, as applicable. If a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding tax imposed by FATCA if such Lender fails to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely

for purposes of this clause (e), "FATCA" shall include any amendments made to FATCA after the date of this Agreement. In addition, each Lender agrees that from time to time after the Effective Date, when a lapse in time or change in circumstances renders the previous certification obsolete or inaccurate in any material respect, it will deliver to the Borrower and the Administrative Agent two new accurate and complete signed originals of Internal Revenue Service Form W-9, W-8BEN, W-8BEN-E, W-8ECI or W-8IMY or FATCA-related documentation described above, or successor forms, as the case may be, and such other forms as may be required in order to confirm or establish the entitlement of such Lender to a continued exemption from or reduction in United States withholding tax with respect to payments under this Agreement and any other Loan Document, or it shall immediately notify the Borrower and the Administrative Agent of its inability to deliver any such form or certificate.

(f) Exclusions. The Borrower shall not be required to indemnify any Non-U.S. Lender, or to pay any additional amount to any Non-U.S. Lender, pursuant to Section 2.17(a), (b) or (c) in respect of Taxes or Other Taxes to the extent that the obligation to indemnify or pay such additional amounts would not have arisen but for the failure of such Non-U.S. Lender to comply with the provisions of subsection (e) above.

(g) Mitigation. If the Borrower is required to pay additional amounts to or for the account of any Lender pursuant to this Section 2.17, then such Lender will use reasonable efforts (which shall include efforts to rebook the Loans held by such Lender to a new Applicable Lending Office, or through another branch or affiliate of such Lender) to change the jurisdiction of its Applicable Lending Office if, in the good faith judgment of such Lender, such efforts (i) will eliminate or, if it is not possible to eliminate, reduce to the greatest extent possible any such additional payment which may thereafter accrue and (ii) is not otherwise disadvantageous, in the sole determination of such Lender, to such Lender. Any Lender claiming any indemnity payment or additional amounts payable pursuant to this Section shall use reasonable efforts (consistent with legal and regulatory restrictions) to deliver to Borrower any certificate or document reasonably requested in writing by the Borrower or to change the jurisdiction of its Applicable Lending Office if the making of such a filing or change would avoid the need for or reduce the amount of any such indemnity payment or additional amounts that may thereafter accrue and would not, in the sole determination of such Lender, be otherwise disadvantageous to such Lender.

(h) Confidentiality. Nothing contained in this Section shall require any Lender or the Administrative Agent to make available any of its tax returns (or any other information that it deems to be confidential or proprietary).

Section 2.18 Base Rate Loans Substituted for Affected Euro-Dollar Loans. If (a) the obligation of any Lender to make or maintain, or to convert outstanding Loans to, Euro-Dollar Loans has been suspended pursuant to Section 2.15 or (b) any Lender has demanded compensation under Section 2.16(a) with respect to its Euro-Dollar Loans and, in any such case, the Borrower shall, by at least four Business Days' prior notice to such Lender through the Administrative Agent, have elected that the provisions of this Section shall apply to such Lender, then, unless and until such Lender notifies the Borrower that the circumstances giving rise to such suspension or demand for compensation no longer apply:

(i) all Loans which would otherwise be made by such Lender as (or continued as or converted into) Euro-Dollar Loans shall instead be Base Rate Loans (on which interest and principal shall be payable contemporaneously with the related Euro-Dollar Loans of the other Lenders); and

(ii) after each of its Euro-Dollar Loans has been repaid, all payments of principal that would otherwise be applied to repay such Loans shall instead be applied to repay its Base Rate Loans.

If such Lender notifies the Borrower that the circumstances giving rise to such notice no longer apply, the principal amount of each such Base Rate Loan shall be converted into a Euro-Dollar Loan on the first day of the next succeeding Interest Period applicable to the related Euro-Dollar Loans of the other Lenders.

Section 2.19 [Reserved].

Section 2.20 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then such Defaulting Lender will not be entitled to any fees accruing during such period pursuant to Section 2.07(a).

ARTICLE III [RESERVED]

ARTICLE IV CONDITIONS

Section 4.01 Conditions to Effective Date. The obligation of each Lender to make a Loan on the occasion of the first Borrowing hereunder is subject to the satisfaction of the following conditions:

(a) This Agreement. The Administrative Agent shall have received counterparts hereof signed by each of the parties hereto (or, in the case of any party as to which an executed counterpart shall not have been received, receipt by the Administrative Agent in form satisfactory to it of telegraphic, telex, facsimile or other written confirmation from such party of execution of a counterpart hereof by such party) to be held in escrow and to be delivered to the Borrower upon satisfaction of the other conditions set forth in this Section 4.01.

(b) Notes. On or prior to the Effective Date, the Administrative Agent shall have received a duly executed Note for the account of each Lender requesting delivery of a Note pursuant to Section 2.05.

(c) Officers' Certificate. The Administrative Agent shall have received a certificate dated the Effective Date signed on behalf of the Borrower by a Responsible Officer of the Borrower certifying that (A) on the Effective Date and after giving effect to the Loans being made on the Effective Date, no Default shall have occurred and be continuing and (B) the representations and warranties of the Borrower contained in the Loan Documents are true and correct on and as of the 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.

(d) Proceedings. On the Effective Date, the Administrative 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 Effective Date and certifying (A) that attached thereto are 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 the Loan Documents to which the Borrower is a party and each other document delivered in connection herewith or therewith 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 the Loan Documents to which the Borrower is a party or any other document delivered in connection herewith or therewith.

(e) Opinions of Counsel. On the Effective Date, the Administrative Agent shall have received opinions from (i) Pillsbury Winthrop Shaw Pittman LLP, counsel to the Borrower, and (ii) the Vice President and Deputy General Counsel, Legal and Environmental Affairs and Corporate Secretary of the Borrower, addressed to the Administrative Agent and each Lender, dated the Effective Date, substantially in the form of Exhibit D hereto.

(f) Consents. All necessary governmental (domestic or foreign), regulatory and third party approvals, including, without limitation, the order(s) of the FERC, authorizing borrowings hereunder in connection with the transactions contemplated by this Agreement 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 Administrative Agent, materially adverse conditions upon the consummation of such transactions.

(g) Payment of Fees. All costs, fees and expenses due to the Administrative Agent and the Lenders accrued through the Effective Date shall have been paid in full.

(h) Counsel Fees. The Administrative Agent shall have received full payment from the Borrower of the fees and expenses of Davis Polk & Wardwell LLP described in Section 9.03 which are billed through the Effective Date and which have been invoiced one Business Day prior to the Effective Date.

(i) Know Your Customer. The Administrative Agent and each 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.

(j) Notice of Borrowing. Receipt by the Administrative Agent of a Notice of Borrowing as required by Section 2.03.

Section 4.02 Conditions to Borrowings. The obligation of any Lender to make any Loan on any date on or after the Effective Date (including the Post-Effective Date Loan on the Post-Effective Date Loan Date) is subject to the satisfaction of the following conditions:

- (a) the Effective Date shall have occurred;
- (b) receipt by the Administrative Agent of a Notice of Borrowing as required by Section 2.03;
- (c) the fact that, immediately before and after giving effect to such Borrowing, no Default shall have occurred and be continuing; and
- (d) the fact that the representations and warranties of the Borrower contained in this Agreement and the other Loan Documents shall be true and correct on and as of the date of such Borrowing, 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 and except for the representations in

Section 5.04(c), Section 5.05 and Section 5.13, which shall be deemed only to relate to the matters referred to therein on and as of the Effective Date.

Each Borrowing under this Agreement shall be deemed to be a representation and warranty by the Borrower on the date of such Borrowing as to the facts specified in clauses (c) and (d) of this Section.

ARTICLE V REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants on the Effective Date and the Post-Effective Date Loan Date that:

Section 5.01 Status. The Borrower is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has the corporate authority to make and perform this Agreement and each other Loan Document to which it is a party.

Section 5.02 Authority; No Conflict. The execution, delivery and performance by the Borrower of this Agreement and each other Loan Document to which it is a party have been duly authorized by all necessary corporate action and do not violate (i) any provision of law or regulation, or any decree, order, writ or judgment, (ii) any provision of its articles of incorporation or bylaws, or (iii) result in the breach of or constitute a default under any indenture or other agreement or instrument to which the Borrower is a party.

Section 5.03 Legality; Etc. This Agreement and each other Loan Document (other than the Notes) to which the Borrower is a party constitute the legal, valid and binding obligations of the Borrower, and the Notes, when executed and delivered in accordance with this Agreement, will constitute legal, valid and binding obligations of the Borrower, in each case enforceable against the Borrower in accordance with their terms except to the extent limited by (a) bankruptcy, insolvency, fraudulent conveyance or reorganization laws or by other similar laws relating to or affecting the enforceability of creditors' rights generally and by general equitable principles which may limit the right to obtain equitable remedies regardless of whether enforcement is considered in a proceeding of law or equity or (b) any applicable public policy on enforceability of provisions relating to contribution and indemnification.

Section 5.04 Financial Condition.

(a) Audited Financial Statements. The consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of December 31, 2016 and the related consolidated statements of income and cash flows for the fiscal year then ended, reported on by Deloitte & Touche LLP, copies of which have been delivered to each of the Administrative Agent and the Lenders, fairly present, in conformity with GAAP, 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 fiscal year.

(b) Interim Financial Statements. The unaudited consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of June 30, 2017 and the related unaudited consolidated statements of income and cash flows for the six 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 six-month period (subject to normal year-end audit adjustments).

(c) Material Adverse Change. Since December 31, 2016, there has been no change in the business, assets, financial condition or operations of the Borrower and its Consolidated Subsidiaries, considered as a whole, that would materially and adversely affect the Borrower's ability to perform any of its obligations under this Agreement, the Notes or the other Loan Documents.

Section 5.05 Litigation. Except as disclosed in or contemplated by the Borrower's Annual Report on Form 10-K for the year ended December 31, 2016, or in any subsequent report of the Borrower filed with the SEC on a Form 10-K, 10-Q or 8-K Report, or otherwise furnished in writing to the Administrative Agent and each Lender, no litigation, arbitration or administrative proceeding against the Borrower is pending or, to the Borrower's knowledge, threatened, which would reasonably be expected to materially and adversely affect the ability of the Borrower to perform any of its obligations under this Agreement, the Notes or the other Loan Documents. There is no litigation, arbitration or administrative proceeding pending or, to the knowledge of the Borrower, threatened which questions the validity of this Agreement or the other Loan Documents to which it is a party.

Section 5.06 No Violation. No part of the proceeds of the borrowings by hereunder will be used, directly or indirectly by the Borrower for the purpose of purchasing or carrying any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System, or for any other purpose which violates, or which conflicts with, the provisions of Regulation U or Regulation X of said Board of Governors. The Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any such "margin stock".

Section 5.07 ERISA. Each member of the ERISA Group has fulfilled its obligations under the minimum funding standards of ERISA and the Internal Revenue Code with respect to each Material Plan and is in compliance in all material respects with the presently applicable provisions of ERISA and the Internal Revenue Code with respect to each Material Plan. No member of the ERISA Group has (i) sought a waiver of the minimum funding standard under Section 412 of the Internal Revenue Code in respect of any Material Plan, (ii) failed to make any contribution or payment to any Material Plan, or made any amendment to any Material Plan, which has resulted or could result in the imposition of a Lien or the posting of a bond or other security under ERISA or the Internal Revenue Code or (iii) incurred any material liability under Title IV of ERISA other than a liability to the PBGC for premiums under Section 4007 of ERISA.

Section 5.08 Governmental Approvals. No authorization, consent or approval from any Governmental Authority is required for the execution, delivery and performance by the Borrower of this Agreement, the Notes and the other Loan Documents to which it is a party and except such authorizations, consents and approvals, including, without limitation, the approval of the FERC, as shall have been obtained prior to the Effective Date and shall be in full force and effect.

Section 5.09 Investment Company Act. The Borrower is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended, or required to register as an investment company under such Act.

Section 5.10 Tax Returns and Payments. The Borrower has filed or caused to be filed all Federal, state, local and foreign income tax returns required to have been filed by it and has paid or caused to be paid all income taxes shown to be due on such returns except income taxes that are being contested in good faith by appropriate proceedings and for which the Borrower shall have set aside on its books appropriate reserves with respect thereto in accordance with GAAP or that would not reasonably be expected to have a Material Adverse Effect.

Section 5.11 Compliance with Laws.

(a) To the knowledge of the Borrower, the Borrower is in compliance with all applicable laws, regulations and orders of any Governmental Authority, domestic or foreign, in respect of the conduct of its business and the ownership of its property (including, without limitation, compliance with all applicable ERISA and Environmental Laws and the requirements of any permits issued under such Environmental Laws), except to the extent (i) such compliance is being contested in good faith by appropriate proceedings or (ii) non-compliance would not reasonably be expected to materially and adversely affect its ability to perform any of its obligations under this Agreement, the Notes or any other Loan Document to which it is a party.

Section 5.12 No Default. No Default has occurred and is continuing.

Section 5.13 Environmental Matters.

(a) Except (x) as disclosed in or contemplated by the Borrower's Annual Report on Form 10-K for the year ended December 31, 2016, or in any subsequent report of the Borrower filed with the SEC on a Form 10-K, 10-Q or 8-K Report, or otherwise furnished in writing to the Administrative Agent and each Lender, or (y) to the extent that the liabilities of the Borrower and its Subsidiaries, taken as a whole, that relate to or could reasonably be expected to result from the matters referred to in clauses (i) through (iii) below of this Section 5.13(a), inclusive, would not reasonably be expected to result in a Material Adverse Effect:

(i) no notice, notification, citation, summons, complaint or order has been received by the Borrower or any of its Subsidiaries, no penalty has been assessed nor is any investigation or review pending or, to the Borrower's or any of its Subsidiaries' knowledge, threatened by any governmental or other entity with respect to any (A) alleged violation by or liability of the Borrower or any of its Subsidiaries of or under any Environmental Law, (B) alleged failure by the Borrower or any of its Subsidiaries to have any environmental permit, certificate, license, approval, registration or authorization required in connection with the conduct of its business or (C) generation, storage, treatment, disposal, transportation or release of Hazardous Substances;

(ii) to the Borrower's or any of its Subsidiaries' knowledge, no Hazardous Substance has been released (and no written notification of such release has been filed) (whether or not in a reportable or threshold planning quantity) at, on or under any property now or previously owned, leased or operated by the Borrower or any of its Subsidiaries; and

(iii) no property now or previously owned, leased or operated by the Borrower or any of its Subsidiaries or, to the Borrower's or any of its Subsidiaries' knowledge, any property to which the Borrower or any of its Subsidiaries has, directly or indirectly, transported or arranged for the transportation of any Hazardous Substances, is listed or, to the Borrower's or any of its Subsidiaries' knowledge, proposed for listing, on the National Priorities List promulgated pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), on CERCLIS (as defined in CERCLA) or on any similar federal, state or foreign list of sites requiring investigation or clean-up.

(b) Except as disclosed in or contemplated by the Borrower's Annual Report on Form 10-K for the year ended December 31, 2016, or in any subsequent report of the Borrower filed with the SEC on a Form 10-K, 10-Q or 8-K Report, or otherwise furnished in writing to the Administrative Agent and each Lender, to the Borrower's or any of its Subsidiaries' knowledge, there are no Environmental Liabilities that have resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) For purposes of this Section 5.13, the terms “the Borrower” and “Subsidiary” shall include any business or business entity (including a corporation) which is a predecessor, in whole or in part, of the Borrower or any of its Subsidiaries from the time such business or business entity became a Subsidiary of PPL Corporation, a Pennsylvania corporation.

Section 5.14 OFAC. None of the Borrower, any Subsidiary of the Borrower, nor, to the knowledge of the Borrower, any director, officer, or Affiliate of the Borrower or any of its Subsidiaries: (i) is a Sanctioned Person, (ii) has more than 10% of its assets in Sanctioned Persons or in Sanctioned Countries, or (iii) derives more than 10% of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Countries. 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.

Section 5.15 Anti-Corruption. None of the Borrower or any of its Subsidiaries nor, to the knowledge of the Borrower, any director, officer, agent, employee or other person acting on behalf of the Borrower or any of its Subsidiaries 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 (the “FCPA”) or any other applicable anti-corruption law; and the Borrower have instituted and maintain policies and procedures designed to ensure continued compliance therewith. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity in violation of the FCPA or any other applicable anti-corruption law.

ARTICLE VI COVENANTS

The Borrower agrees that so long as any Lender has any Commitment hereunder or any amount payable hereunder or under any Note or other Loan Document remains unpaid:

Section 6.01 Information. The Borrower will deliver or cause to be delivered to each of the Lenders (it being understood that the posting of the information required in clauses (a), (b) and (f) of this Section 6.01 on the Borrower’s website or PPL Corporation’s website (<http://www.pplweb.com>) or making such information available on IntraLinks, SyndTrak (or similar service) shall be deemed to be effective delivery to the Lenders):

(a) Annual Financial Statements. Promptly when available and in any event within ten (10) days after the date such information is required to be delivered to the SEC (or, if the Borrower is not a Public Reporting Company, within one hundred and five (105) days after the end of each fiscal year of the Borrower), a consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of the end of such fiscal year and the related consolidated statements of income and cash flows for such fiscal year and accompanied by an opinion thereon by independent public accountants of recognized national standing, which opinion shall state that such consolidated financial statements present fairly the consolidated financial position of the Borrower and its Consolidated Subsidiaries as of the date of such financial statements and the results of their operations for the period covered by such financial statements in conformity with GAAP applied on a consistent basis.

(b) Quarterly Financial Statements. Promptly when available and in any event within ten (10) days after the date such information is required to be delivered to the SEC (or, if the Borrower is not a Public Reporting Company, within sixty (60) days after the end of each quarterly fiscal period in each fiscal year of the Borrower (other than the last quarterly fiscal period of the Borrower)), a consolidated

balance sheet of the Borrower and its Consolidated Subsidiaries as of the end of such quarter and the related consolidated statements of income and cash flows for such fiscal quarter, all certified (subject to normal year-end audit adjustments) as to fairness of presentation, GAAP and consistency by any vice president, the treasurer or the controller of the Borrower.

(c) Officer's Certificate. Simultaneously with the delivery of each set of financial statements referred to in subsections (a) and (b) above, a certificate of the chief accounting officer or controller of the Borrower, (i) setting forth in reasonable detail the calculations required to establish compliance with the requirements of Section 6.09 on the date of such financial statements and (ii) stating whether there exists on the date of such certificate any Default and, if any Default then exists, setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto.

(d) Default. Forthwith upon acquiring knowledge of the occurrence of any (i) Default or (ii) Event of Default, in either case a certificate of a Responsible Officer of the Borrower setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto.

(e) Change in Borrower's Ratings. Promptly, upon the chief executive officer, the president, any vice president or any senior financial officer of the Borrower obtaining knowledge of any change in a Borrower's Rating, a notice of such Borrower's Rating in effect after giving effect to such change.

(f) Securities Laws Filing. To the extent the Borrower is a Public Reporting Company, promptly when available and in any event within ten (10) days after the date such information is required to be delivered to the SEC, a copy of any Form 10-K Report to the SEC and a copy of any Form 10-Q Report to the SEC, and promptly upon the filing thereof, any other filings with the SEC.

(g) ERISA Matters. If and when any member of the ERISA Group: (i) gives or is required to give notice to the PBGC of any "reportable event" (as defined in Section 4043 of ERISA) with respect to any Material Plan which might constitute grounds for a termination of such Plan under Title IV of ERISA, or knows that the plan administrator of any Material Plan has given or is required to give notice of any such reportable event, a copy of the notice of such reportable event given or required to be given to the PBGC; (ii) receives, with respect to any Material Plan that is a Multiemployer Plan, notice of any complete or partial withdrawal liability under Title IV of ERISA, or notice that any Multiemployer Plan is in reorganization, is insolvent or has been terminated, a copy of such notice; (iii) receives notice from the PBGC under Title IV of ERISA of an intent to terminate, impose material liability (other than for premiums under Section 4007 of ERISA) in respect of, or appoint a trustee to administer any Material Plan, a copy of such notice; (iv) applies for a waiver of the minimum funding standard under Section 412 of the Internal Revenue Code with respect to a Material Plan, a copy of such application; (v) gives notice of intent to terminate any Plan under Section 4041(c) of ERISA, a copy of such notice and other information filed with the PBGC; (vi) gives notice of withdrawal from any Plan pursuant to Section 4063 of ERISA, a copy of such notice; or (vii) fails to make any payment or contribution to any Plan or makes any amendment to any Plan which has resulted or could result in the imposition of a Lien or the posting of a bond or other security, a copy of such notice, and in each case a certificate of the chief accounting officer or controller of the Borrower setting forth details as to such occurrence and action, if any, which the Borrower or applicable member of the ERISA Group is required or proposes to take.

(h) Other Information. From time to time such additional financial or other information regarding the financial condition, results of operations, properties, assets or business of the Borrower or any of its Subsidiaries as any Lender may reasonably request.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively,

“Borrower Materials”) by posting the Borrower Materials on IntraLinks, SyndTrak or another similar electronic system (the “Platform”) and (b) certain of the Lenders may be “public-side” Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities) (each, a “Public Lender”). The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked “PUBLIC” which, at a minimum, shall mean that the word “PUBLIC” shall appear prominently on the first page thereof; (x) by marking Borrower Materials “PUBLIC,” the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information (as defined below), they shall be treated as set forth in Section 9.12); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Investor;” and (z) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting (subject to Section 9.12) on a portion of the Platform not designated “Public Investor.” “Information” means all information received from the Borrower or any of its Subsidiaries relating to the Borrower or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower or any of its Subsidiaries; provided that, in the case of information received from the Borrower or any of its Subsidiaries after the Effective Date, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 6.02 Maintenance of Property; Insurance.

(a) Maintenance of Properties. The Borrower will keep all property useful and necessary in its businesses in good working order and condition, subject to ordinary wear and tear, unless the Borrower determines in good faith that the continued maintenance of any of such properties is no longer economically desirable and so long as the failure to so maintain such properties would not reasonably be expected to have a Material Adverse Effect.

(b) Insurance. The Borrower will maintain, or cause to be maintained, insurance with financially sound (determined in the reasonable judgment of the Borrower) and responsible companies in such amounts (and with such risk retentions) and against such risks as is usually carried by owners of similar businesses and properties in the same general areas in which the Borrower operates.

Section 6.03 Conduct of Business and Maintenance of Existence. The Borrower will (a) continue to engage in businesses of the same general type as now conducted by the Borrower and its Subsidiaries and businesses related thereto or arising out of such businesses, except to the extent that the failure to maintain any existing business would not have a Material Adverse Effect and (b) except as otherwise permitted in Section 6.07, preserve, renew and keep in full force and effect, and will cause each of its Subsidiaries to preserve, renew and keep in full force and effect, their respective corporate (or other entity) existence and their respective rights, privileges and franchises necessary or material to the normal conduct of business, except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 6.04 Compliance with Laws, Etc. The Borrower will comply with all applicable laws, regulations and orders of any Governmental Authority, domestic or foreign, in respect of the conduct of

its business and the ownership of its property (including, without limitation, compliance with all applicable ERISA and Environmental Laws and the requirements of any permits issued under such Environmental Laws), except to the extent (a) such compliance is being contested in good faith by appropriate proceedings or (b) noncompliance could not reasonably be expected to have a Material Adverse Effect.

Section 6.05 Books and Records. The Borrower (a) will keep, and, will cause each of its Subsidiaries to keep, proper books of record and account in conformity with GAAP and (b) will permit representatives of the Administrative Agent and each of the Lenders to visit and inspect any of their respective properties, to examine and make copies from any of their respective books and records and to discuss their respective affairs, finances and accounts with their officers, any employees and independent public accountants, all at such reasonable times and as often as may reasonably be desired; provided, that, the rights created in this Section 6.05 to “visit”, “inspect”, “discuss” and copy shall not extend to, or shall be limited to the extent regarding, any matters which the Borrower deems, in good faith, to be confidential or subject to legal or regulatory restrictions on access, unless the Administrative Agent and any such Lender agree in writing to keep such matters confidential or appropriately qualifies for such legal or regulatory access.

Section 6.06 Use of Proceeds. The proceeds of the Loans made under this Agreement will be used by the Borrower for general corporate purposes of the Borrower and its Subsidiaries, including for working capital purposes and for making investments in or loans to Subsidiaries. No such use of the proceeds for general corporate purposes will be, directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of buying or carrying any Margin Stock within the meaning of Regulation U. 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.

Section 6.07 Merger or Consolidation. The Borrower will not merge with or into or consolidate with or into any other corporation or entity, unless (a) immediately after giving effect thereto, no event shall occur and be continuing which constitutes a Default, (b) the surviving or resulting Person, as the case may be, assumes and agrees in writing to pay and perform all of the obligations of the Borrower under this Agreement, (c) substantially all of the consolidated assets and consolidated revenues of the surviving or resulting Person, as the case may be, are anticipated to come from the utility or energy businesses and (d) the senior long-term debt ratings from both Rating Agencies of the surviving or resulting Person, as the case may be, immediately following the merger or consolidation is equal to or greater than the senior long-term debt ratings from both Rating Agencies of the Borrower immediately preceding the announcement of such consolidation or merger.

Section 6.08 Asset Sales. Except for the sale of assets required to be sold to conform with governmental requirements, the Borrower shall not consummate any Asset Sale, if the aggregate net book value of all such Asset Sales consummated during the four calendar quarters immediately preceding any date of determination would exceed 25% of the total assets of the Borrower and its Consolidated Subsidiaries as of the beginning of the Borrower’s most recently ended full fiscal quarter; provided, however, that any such Asset Sale will be disregarded for purposes of the 25% limitation specified above: (a) if any such Asset Sale is in the ordinary course of business of the Borrower; (b) if the assets subject to any such Asset Sale are worn out or are no longer useful or necessary in connection with the operation of the businesses of the Borrower; (c) if the assets subject to any such Asset Sale are being transferred to a Wholly Owned Subsidiary of the Borrower; (d) if the proceeds from any such Asset Sale (i) are, within twelve (12) months of such Asset Sale, invested or reinvested by the Borrower in a Permitted Business, (ii) are used by the Borrower to repay Debt of the Borrower, or (iii) are retained by the Borrower; or (e) if, prior to any such Asset Sale, both Rating Agencies confirm the then-current Borrower’s Ratings after giving effect to any such Asset Sale.

Section 6.09 Consolidated Debt to Consolidated Capitalization Ratio. The ratio of Consolidated Debt of the Borrower to Consolidated Capitalization of the Borrower shall not exceed 70%, measured as of the end of each fiscal quarter.

ARTICLE VII DEFAULTS

Section 7.01 Events of Default. If one or more of the following events (each an “Event of Default”) shall have occurred and be continuing:

- (a) the Borrower shall fail to pay when due any principal on any Loans; or
- (b) the Borrower shall fail to pay when due any interest on the Loans, any fee or any other amount payable hereunder or under any other Loan Document for five (5) days following the date such payment becomes due hereunder; or
- (c) the Borrower shall fail to observe or perform any covenant or agreement contained in Sections 6.05(b), 6.06, 6.07, 6.08 or 6.09; or
- (d) the Borrower shall fail to observe or perform any covenant or agreement contained in Section 6.01(d)(i) for 30 days after any such failure or in Section 6.01(d)(ii) for ten (10) days after any such failure; or
- (e) the Borrower shall fail to observe or perform any covenant or agreement contained in this Agreement or any other Loan Document (other than those covered by clauses (a), (b), (c) or (d) above) for thirty (30) days after written notice thereof has been given to the defaulting party by the Administrative Agent, or at the request of the Required Lenders; or
- (f) any representation, warranty or certification made by the Borrower in this Agreement or any other Loan Document or in any certificate, financial statement or other document delivered pursuant hereto or thereto shall prove to have been incorrect in any material respect when made or deemed made; or
- (g) the Borrower shall (i) fail to pay any principal or interest, regardless of amount, due in respect of any Material Debt beyond any period of grace provided with respect thereto, or (ii) fail to observe or perform any other term, covenant, condition or agreement contained in any agreement or instrument evidencing or governing any such Material Debt beyond any period of grace provided with respect thereto if the effect of any failure referred to in this clause (ii) is to cause, or to permit the holder or holders of such Debt or a trustee on its or their behalf to cause, such Debt to become due prior to its stated maturity; or
- (h) the Borrower shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay, or shall admit in writing its inability to pay, its debts as they become due, or shall take any corporate action to authorize any of the foregoing; or

(i) an involuntary case or other proceeding shall be commenced against the Borrower seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Borrower under the Bankruptcy Code; or

(j) any member of the ERISA Group shall fail to pay when due an amount or amounts aggregating in excess of \$50,000,000 which it shall have become liable to pay under Title IV of ERISA; or notice of intent to terminate a Material Plan shall be filed under Title IV of ERISA by any member of the ERISA Group, any plan administrator or any combination of the foregoing; or the PBGC shall institute proceedings under Title IV of ERISA to terminate, to impose liability (other than for premiums under Section 4007 of ERISA) in respect of, or to cause a trustee to be appointed to administer any Material Plan; or a condition shall exist by reason of which the PBGC would be entitled to obtain a decree adjudicating that any Material Plan must be terminated; or there shall occur a complete or partial withdrawal from, or default, within the meaning of Section 4219(c)(5) of ERISA, with respect to, one or more Multiemployer Plans which could reasonably be expected to cause one or more members of the ERISA Group to incur a current payment obligation in excess of \$50,000,000; or

(k) the Borrower shall fail within sixty (60) days to pay, bond or otherwise discharge any judgment or order for the payment of money in excess of \$20,000,000, entered against the Borrower that is not stayed on appeal or otherwise being appropriately contested in good faith; or

(l) a Change of Control shall have occurred;

then, and in every such event, while such event is continuing, the Administrative Agent may (A) if requested by the Required Lenders, by notice to the Borrower terminate the Commitments, and the Commitments shall thereupon terminate, and (B) if requested by the Lenders holding more than 50% of the sum of the aggregate outstanding principal amount of the Loans at such time, by notice to the Borrower declare the Loans (together with accrued interest and accrued and unpaid fees thereon and all other amounts due hereunder) to be, and the Loans shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; provided, that, in the case of any Default or any Event of Default specified in Section 7.01(h) or 7.01(i) above with respect to the Borrower, without any notice to the Borrower or any other act by the Administrative Agent or any Lender, the Commitments shall thereupon terminate and the Loans (together with accrued interest and accrued and unpaid fees thereon and all other amounts due hereunder) shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

ARTICLE VIII THE ADMINISTRATIVE AGENT

Section 8.01 Appointment and Authorization. Each Lender hereby irrevocably designates and appoints the Administrative Agent to act as specified herein and in the other Loan Documents and to take such actions on its behalf under the provisions of this Agreement and the other Loan Documents and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. The Administrative Agent agrees to act as such upon the express conditions contained in this Article VIII. Notwithstanding any provision to the contrary elsewhere in this Agreement or in any other

Loan Document, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein or in the other Loan Documents, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Administrative Agent. The provisions of this Article VIII are solely for the benefit of the Administrative Agent and Lenders, and no other Person shall have any rights as a third party beneficiary of any of the provisions hereof. For the sake of clarity, the Lenders hereby agree that no agent other than the Administrative Agent shall have, in such capacity, any duties or powers with respect to this Agreement or the other Loan Documents.

Section 8.02 Individual Capacity. The Administrative Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower and its Affiliates as though the Administrative Agent were not an agent. With respect to the Loans made by it and all obligations owing to it, the Administrative Agent shall have the same rights and powers under this Agreement as any Lender and may exercise the same as though it were not an agent, and the terms “Required Lenders”, “Lender” and “Lenders” shall include the Administrative Agent in its individual capacity.

Section 8.03 Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents or attorneys-in-fact. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care except to the extent otherwise required by Section 8.07.

Section 8.04 Reliance by the Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, consent, certificate, affidavit, letter, teletype or other electronic facsimile transmission, telex, telegram, cable, teletype, electronic transmission by modem, computer disk or any other message, statement, order or other writing or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders, or all of the Lenders, if applicable, as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders or all of the Lenders, if applicable, and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Lenders.

Section 8.05 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default hereunder unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default and stating that such notice is a “notice of default”. If the Administrative Agent receives such a notice, the Administrative Agent shall give prompt notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default as shall be reasonably directed by the Required Lenders; provided, that, unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default as it shall deem advisable in the best interests of the Lenders.

Section 8.06 Non-Reliance on the Administrative Agent and Other Lenders. Each Lender expressly acknowledges that none of the Administrative Agent or officer, director, employee, agent, attorney-in-fact or affiliate of the Administrative Agent has made any representations or warranties to it and that no act by the Administrative Agent hereafter taken, including any review of the affairs of the Borrower, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender acknowledges to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of, and investigation into, the business, assets, operations, property, financial and other condition, prospects and creditworthiness of the Borrower and made its own decision to make its Loans hereunder and to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement, and to make such investigation as it deems necessary to inform itself as to the business, assets, operations, property, financial and other condition, prospects and creditworthiness of the Borrower. The Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, assets, property, financial and other condition, prospects or creditworthiness of the Borrower which may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

Section 8.07 Exculpatory Provisions. The Administrative Agent shall not, and no officers, directors, employees, agents, attorneys-in-fact or affiliates of the Administrative Agent, shall (i) be liable for any action lawfully taken or omitted to be taken by it under or in connection with this Agreement or any other Loan Document (except for its own gross negligence, willful misconduct or bad faith) or (ii) be responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by the Borrower or any of its officers contained in this Agreement, in any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for any failure of the Borrower or any of its officers to perform its obligations hereunder or thereunder. The Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of the Borrower. The Administrative Agent shall not be responsible to any Lender for the effectiveness, genuineness, validity, enforceability, collectability or sufficiency of this Agreement or any other Loan Document or for any representations, warranties, recitals or statements made by any other Person herein or therein or made by any other Person in any written or oral statement or in any financial or other statements, instruments, reports, certificates or any other documents in connection herewith or therewith furnished or made by the Administrative Agent to the Lenders or by or on behalf of the Borrower to the Administrative Agent or any Lender or be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained herein or therein or as to the use of the proceeds of the Loans or of the existence or possible existence of any Default.

Section 8.08 Indemnification. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under Sections 9.03(a), (b) or (c) to be paid by it to the Administrative Agent (or any sub-agent thereof), the Lenders severally agree to indemnify the Administrative Agent, in its capacity as such, and hold the Administrative Agent, in its capacity as such, harmless ratably according to their respective Commitments from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs and reasonable expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the full payment of the obligations of the Borrower hereunder) be imposed on, incurred by or asserted against the Administrative Agent, in its capacity as such, in any way relating to or arising out of

this Agreement or any other Loan Document, or any documents contemplated hereby or referred to herein or the transactions contemplated hereby or any action taken or omitted to be taken by the Administrative Agent under or in connection with any of the foregoing, but only to the extent that any of the foregoing is not paid by the Borrower; provided, that no Lender shall be liable to the Administrative Agent for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs or expenses or disbursements resulting from the gross negligence, willful misconduct or bad faith of the Administrative Agent. If any indemnity furnished to the Administrative Agent for any purpose shall, in the reasonable opinion of the Administrative Agent, be insufficient or become impaired, the Administrative Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished. The agreement in this Section 8.08 shall survive the payment of all Loans, fees and other obligations of the Borrower arising hereunder.

Section 8.09 Resignation; Successors. The Administrative Agent may resign as Administrative Agent upon twenty (20) days' notice to the Lenders. Upon the resignation of the Administrative Agent, the Required Lenders shall have the right to appoint from among the Lenders a successor to the Administrative Agent, subject to prior approval by the Borrower (so long as no Event of Default exists) (such approval not to be unreasonably withheld), whereupon such successor Administrative Agent shall succeed to and become vested with all the rights, powers and duties of the retiring Administrative Agent, and the term "Administrative Agent" shall include such successor Administrative Agent effective upon its appointment, and the retiring Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any other Loan Document. If no successor shall have been appointed by the Required Lenders and approved by the Borrower and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may at its election give notice to the Lenders and the Borrower of the immediate effectiveness of its resignation and such resignation shall thereupon become effective and the Lenders collectively shall perform all of the duties of the Administrative Agent hereunder and under the other Loan Documents until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After the retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Article VIII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement or any other Loan Document

ARTICLE IX MISCELLANEOUS

Section 9.01 Notices. Except as otherwise expressly provided herein, all notices and other communications hereunder shall be in writing (for purposes hereof, the term "writing" shall include information in electronic format such as electronic mail and internet web pages) or by telephone subsequently confirmed in writing; provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article in electronic format. Any notice shall have been duly given and shall be effective if delivered by hand delivery or sent via electronic mail, teletype, recognized overnight courier service or certified or registered mail, return receipt requested, or posting on an internet web page, and shall be presumed to be received by a party hereto (i) on the date of delivery if delivered by hand or sent by electronic mail, posting on an internet web page, or teletype (provided, however, that if any notice or other communication sent by electronic mail, posting on an internet webpage or teletype is received by a recipient after such recipient's normal business hours, such notice or other communication shall be deemed received upon the opening of such recipient's next Business Day), (ii) on the Business Day following the day on which the same has been delivered prepaid (or on an invoice basis) to a reputable national overnight air courier service or (iii) on the third Business Day following the day on which the

same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address or telecopy numbers, in the case of the Borrower and the Administrative Agent, set forth below, and, in the case of the Lenders, set forth on signature pages hereto, or at such other address as such party may specify by written notice to the other parties hereto:

if to the Borrower:

Louisville Gas and Electric Company
220 West Main Street
Louisville, Kentucky 40202
Attention: Treasurer
Telephone: 502-627-4956
Facsimile: 502-627-4742

with a copy to:

Louisville Gas and Electric Company
220 West Main Street
Louisville, Kentucky 40202
Attention: Vice President and Deputy General Counsel,
Legal and Environmental Affairs
and Corporate Secretary
Telephone: 502-627-2501
Facsimile: 502-627-3367

with a copy to:

PPL Services Corporation
Two North Ninth Street (GENTW4)
Allentown, Pennsylvania 18101-1179
Attention: Frederick C. Paine, Esq.
Telephone: 610-774-7445
Facsimile: 610-774-6726

with a copy to:

PPL Services Corporation
Two North Ninth Street (GENTW14)
Allentown, Pennsylvania 18101-1179
Attention: Assistant Treasurer
Telephone: 610-774-4182
Facsimile: 610-774-5235

if to the Administrative Agent:

U.S. Bank National Association
461 Fifth Avenue, 6th Floor
New York, NY 10017
Attention: Maria Distefano
Telephone: 917-326-3944

Facsimile: 917-256-2890
Email: maria.distefano@usbank.com

with a copy to:

U.S. Bank National Association
461 Fifth Avenue, 7th Floor
New York, NY 10017
Attention: James O'Shaughnessy
Telephone: 917-326-3924
Facsimile: 646-935-4533
Email: james.oshaughnessy@usbank.com

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Jason Kyrwood
Telephone: 212-450-4653
Facsimile: 212-450-5425

Section 9.02 No Waivers; Non-Exclusive Remedies. No failure by the Administrative Agent or any Lender to exercise, no course of dealing with respect to, and no delay in exercising any right, power or privilege hereunder or under any Note or other Loan Document shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein and in the other Loan Documents shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 9.03 Expenses; Indemnification.

(a) Expenses. The Borrower shall pay (i) all out-of-pocket expenses of the Administrative Agent, including legal fees and disbursements of Davis Polk & Wardwell LLP and any other local counsel retained by the Administrative Agent, in its reasonable discretion, in connection with the preparation, execution, delivery and administration of the Loan Documents, any waiver or consent thereunder or any amendment thereof or any Default or alleged Default thereunder and (ii) all reasonable out-of-pocket expenses incurred by the Administrative Agent and each Lender, including (without duplication) the fees and disbursements of outside counsel, in connection with any restructuring, workout, collection, bankruptcy, insolvency and other enforcement proceedings in connection with the enforcement and protection of its rights; provided, that the Borrower shall not be liable for any legal fees or disbursements of any counsel for the Administrative Agent and the Lenders other than Davis Polk & Wardwell LLP associated with the preparation, execution and delivery of this Agreement and the closing documents contemplated hereby.

(b) Indemnity in Respect of Loan Documents. The Borrower agrees to indemnify the Administrative Agent and each Lender, their respective Affiliates and the respective directors, officers, trustees, agents, employees, trustees and advisors of the foregoing (each an "Indemnitee") and hold each Indemnitee harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs and expenses or disbursements of any kind whatsoever (including, without limitation, the reasonable fees and disbursements of counsel and any civil penalties or fines assessed by OFAC), which may at any time (including, without limitation, at any time following the payment of the

obligations of the Borrower hereunder) be imposed on, incurred by or asserted against such Indemnitee in connection with any investigative, administrative or judicial proceeding (whether or not such Indemnitee shall be designated a party thereto) brought or threatened (by any third party, by the Borrower or any Subsidiary of the Borrower) in any way relating to or arising out of this Agreement, any other Loan Document or any documents contemplated hereby or referred to herein or any actual or proposed use of proceeds of Loans hereunder; provided, that no Indemnitee shall have the right to be indemnified hereunder for such Indemnitee's own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final, non-appealable judgment or order.

(c) Indemnity in Respect of Environmental Liabilities. The Borrower agrees to indemnify each Indemnitee and hold each Indemnitee harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs and expenses or disbursements of any kind whatsoever (including, without limitation, reasonable expenses of investigation by engineers, environmental consultants and similar technical personnel and reasonable fees and disbursements of counsel) which may at any time (including, without limitation, at any time following the payment of the obligations of the Borrower hereunder) be imposed on, incurred by or asserted against such Indemnitee in respect of or in connection with any actual or alleged presence or release of Hazardous Substances on or from any property now or previously owned or operated by the Borrower or any of its Subsidiaries or any predecessor of the Borrower or any of its Subsidiaries or any and all Environmental Liabilities. Without limiting the generality of the foregoing, the Borrower hereby waives all rights of contribution or any other rights of recovery with respect to liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs and expenses and disbursements in respect of or in connection with Environmental Liabilities that it might have by statute or otherwise against any Indemnitee.

(d) Waiver of Damages. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in clause (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby; provided that nothing in this Section 9.03(d) shall relieve any Lender from its obligations under Section 9.12.

Section 9.04 Sharing of Set-Offs. Each Lender agrees that if it shall, by exercising any right of set-off or counterclaim or otherwise, receive payment of a proportion of the aggregate amount of principal and interest due with respect to any Loan made or Note held by it which is greater than the proportion received by any other Lender in respect of the aggregate amount of principal and interest due with respect to any Loan or any Note made or held by such other Lender, except as otherwise expressly contemplated by this Agreement, the Lender receiving such proportionately greater payment shall purchase such participations in the Loan made or Notes held by the other Lenders, and such other adjustments shall be made, in each case as may be required so that all such payments of principal and interest with respect to the Loan made or Notes held by the Lenders shall be shared by the Lenders pro rata; provided, that nothing in this Section shall impair the right of any Lender to exercise any right of set-off or counterclaim it may have for payment of indebtedness of the Borrower other than its indebtedness hereunder.

Section 9.05 Amendments and Waivers. Any provision of this Agreement or the Notes may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Borrower and the Required Lenders (and, if the rights or duties of the Administrative Agent are affected

thereby, by the Administrative Agent); provided, that no such amendment or waiver shall, (a) unless signed by each Lender adversely affected thereby, (i) extend or increase the Commitment of any Lender or subject any Lender to any additional obligation (it being understood that waivers or modifications of conditions precedent, covenants, Defaults or of mandatory reductions in the Commitments shall not constitute an increase of the Commitment of any Lender, and that an increase in the available portion of any Commitment of any Lender as in effect at any time shall not constitute an increase in such Commitment), (ii) reduce the principal of or rate of interest on any Loan (except in connection with a waiver of applicability of any post-default increase in interest rates), (iii) postpone the date fixed for any payment of interest on any Loan or any interest thereon or any fees hereunder or for any scheduled reduction or termination of any Commitment, (iv) postpone or change the date fixed for any scheduled payment of principal of any Loan, (v) change any provision hereof in a manner that would alter the pro rata funding of Loans required by Section 2.04(b), the pro rata sharing of payments required by Sections 2.11(a) or 9.04 or the pro rata reduction of Commitments required by Section 2.08(a) or (vi) change the currency in which Loans are to be made or payment under the Loan Documents is to be made, or add additional borrowers or (b) unless signed by each Lender, change the definition of Required Lender or this Section 9.05 or Section 9.06(a).

Section 9.06 Successors and Assigns.

(a) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Borrower may not assign or otherwise transfer any of its rights under this Agreement without the prior written consent of all of the Lenders, except to the extent any such assignment results from the consummation of a merger or consolidation permitted pursuant to Section 6.07 of this Agreement.

(b) Participations. Any Lender may at any time grant to one or more banks or other financial institutions or special purpose funding vehicle (each a "Participant") participating interests in its Commitments and/or any or all of its Loans. In the event of any such grant by a Lender of a participating interest to a Participant, whether or not upon notice to the Borrower and the Administrative Agent, such Lender shall remain responsible for the performance of its obligations hereunder, and the Borrower and the Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which any Lender may grant such a participating interest shall provide that such Lender shall retain the sole right and responsibility to enforce the obligations of the Borrower hereunder including, without limitation, the right to approve any amendment, modification or waiver of any provision of this Agreement; provided, that such participation agreement may provide that such Lender will not agree to any modification, amendment or waiver of this Agreement which would (i) extend the Termination Date, reduce the rate or extend the time of payment of principal, interest or fees on any Loan in which such Participant is participating (except in connection with a waiver of applicability of any post-default increase in interest rates) or reduce the principal amount thereof, or increase the amount of the Participant's participation over the amount thereof then in effect (it being understood that a waiver of any Default or of a mandatory reduction in the Commitments shall not constitute a change in the terms of such participation, and that an increase in any Commitment or Loan shall be permitted without the consent of any Participant if the Participant's participation is not increased as a result thereof) or (ii) allow the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement, without the consent of the Participant, except to the extent any such assignment results from the consummation of a merger or consolidation permitted pursuant to Section 6.07 of this Agreement. The Borrower agrees that each Participant shall, to the extent provided in its participation agreement, be entitled to the benefits of Article II with respect to its participating interest to the same extent as if it were a Lender, subject to the same limitations, and in no case shall any Participant be entitled to receive any amount payable pursuant to Article II that is greater than the amount the Lender granting such Participant's participating interest

would have been entitled to receive had such Lender not sold such participating interest. An assignment or other transfer which is not permitted by subsection (c) or (d) below shall be given effect for purposes of this Agreement only to the extent of a participating interest granted in accordance with this subsection (b). Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register (solely for tax purposes) on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided, that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person except to the extent that such disclosure is necessary to establish that such interest in the Loan or other obligation under the Loan Documents is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(c) Assignments Generally. Any Lender may at any time assign to one or more Eligible Assignees (each, an "Assignee") all, or a proportionate part (equivalent to an initial amount of not less than \$5,000,000 or any larger integral multiple of \$1,000,000), of its rights and obligations under this Agreement and the Notes with respect to its Loans and, if still in existence, its Commitment, and such Assignee shall assume such rights and obligations, pursuant to an Assignment and Assumption Agreement in substantially the form of Exhibit C attached hereto executed by such Assignee and such transferor, with (and subject to) the consent of the Borrower, which shall not be unreasonably withheld or delayed, and the Administrative Agent, which consent shall not be unreasonably withheld or delayed; provided, that if an Assignee is an Approved Fund or Affiliate of such transferor Lender or was a Lender immediately prior to such assignment, no such consent of the Borrower or the Administrative Agent shall be required; provided, further, that if at the time of such assignment a Default or an Event of Default has occurred and is continuing, no such consent of the Borrower shall be required; provided, further, that the provisions of Sections 2.12, 2.16, 2.17 and 9.03 of this Agreement shall inure to the benefit of a transferor with respect to any Loans made or any other actions taken by such transferor while it was a Lender. Upon execution and delivery of such instrument and payment by such Assignee to such transferor of an amount equal to the purchase price agreed between such transferor and such Assignee, such Assignee shall be a Lender party to this Agreement and shall have all the rights and obligations of a Lender with a Commitment, if any, as set forth in such instrument of assumption, and the transferor shall be released from its obligations hereunder to a corresponding extent, and no further consent or action by any party shall be required. Upon the consummation of any assignment pursuant to this subsection (c), the transferor, the Administrative Agent and the Borrower shall make appropriate arrangements so that, if required, a new Note is issued to the Assignee. In connection with any such assignment, the transferor shall pay to the Administrative Agent an administrative fee for processing such assignment in the amount of \$3,500; provided that the Administrative Agent may, in its sole discretion, elect to waive such administrative fee in the case of any assignment. Each Assignee shall, on or before the effective date of such assignment, deliver to the Borrower and the Administrative Agent certification as to exemption from deduction or withholding of any United States Taxes in accordance with Section 2.17(e).

(d) Assignments to Federal Reserve Banks. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement and its Note to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central banking authority; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Register. The Borrower hereby designates the Administrative Agent to serve as the Borrower's agent, solely for purposes of this Section 9.06(e), to (i) maintain a register (the "Register") on

which the Administrative Agent will record the Commitments from time to time of each Lender, the principal amount (and stated interest) of the Loans made by each Lender (and any Notes evidencing the same) and each repayment in respect of the principal amount of the Loans of each Lender and to (ii) retain a copy of each Assignment and Assumption Agreement delivered to the Administrative Agent pursuant to this Section. Failure to make any such recordation, or any error in such recordation, shall not affect the Borrower's obligation in respect of such Loans. The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrower, the Administrative Agent and the other Lenders shall treat each Person in whose name a Loan and the Note evidencing the same is registered as the owner thereof for all purposes of this Agreement, notwithstanding notice or any provision herein to the contrary. With respect to any Lender, the assignment or other transfer of the Commitments of such Lender and the rights to the principal of, and interest on, any Loan made and any Note issued pursuant to this Agreement shall not be effective until such assignment or other transfer is recorded on the Register and, except to the extent provided in this Section 9.06(e), otherwise complies with Section 9.06, and prior to such recordation all amounts owing to the transferring Lender with respect to such Commitments, Loans and Notes shall remain owing to the transferring Lender. The registration of assignment or other transfer of all or part of any Commitments, Loans and Notes for a Lender shall be recorded by the Administrative Agent on the Register only upon the acceptance by the Administrative Agent of a properly executed and delivered Assignment and Assumption Agreement and payment of the administrative fee referred to in Section 9.06(c). The Register shall be available for inspection by the Borrower at any reasonable time and from time to time upon reasonable prior notice. In addition, at any time that a request for a consent for a material or substantive change to the Loan Documents is pending, any Lender wishing to consult with other Lenders in connection therewith may request and receive from the Administrative Agent a copy of the Register. The Borrower may not replace any Lender pursuant to Section 2.08(b), unless, with respect to any Notes held by such Lender, the requirements of Section 9.06(c) and this Section 9.06(e) have been satisfied.

Section 9.07 Governing Law; Submission to Jurisdiction. This Agreement and each Note shall be governed by and construed in accordance with the internal laws (without regarding to the conflict of laws provisions) of the State of New York, but giving effect to federal laws applicable to national banks. The Borrower hereby submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State court sitting in New York City, borough of Manhattan, for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. The Borrower irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such court and any claim that any such proceeding brought in any such court has been brought in an inconvenient forum.

Section 9.08 Counterparts; Integration; Effectiveness. This Agreement shall become effective on the Effective Date. This Agreement 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. On and after the Effective Date, this Agreement and the other Loan Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and thereof.

Section 9.09 Generally Accepted Accounting Principles. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made and all financial statements required to be delivered hereunder shall be prepared in accordance with GAAP as in effect from time to time, applied on a basis consistent (except for changes concurred in by the Borrower's independent public accountants) with the audited consolidated financial statements of the Borrower and its Consolidated Subsidiaries most recently delivered to the Lenders; provided, that, if the Borrower notifies the Administrative Agent that the Borrower wishes to amend any covenant in

Article VI to eliminate the effect of any change in GAAP on the operation of such covenant (or if the Administrative Agent notifies the Borrower that the Required Lenders wish to amend Article VI for such purpose), then the Borrower's compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant is amended in a manner satisfactory to the Borrower and the Required Lenders.

Section 9.10 Usage. The following rules of construction and usage shall be applicable to this Agreement and to any instrument or agreement that is governed by or referred to in this Agreement.

(a) All terms defined in this Agreement shall have the defined meanings when used in any instrument governed hereby or referred to herein and in any certificate or other document made or delivered pursuant hereto or thereto unless otherwise defined therein.

(b) The words "hereof", "herein", "hereunder" and words of similar import when used in this Agreement or in any instrument or agreement governed here shall be construed to refer to this Agreement or such instrument or agreement, as applicable, in its entirety and not to any particular provision or subdivision hereof or thereof.

(c) References in this Agreement to "Article", "Section", "Exhibit", "Schedule" or another subdivision or attachment shall be construed to refer to an article, section or other subdivision of, or an exhibit, schedule or other attachment to, this Agreement unless the context otherwise requires; references in any instrument or agreement governed by or referred to in this Agreement to "Article", "Section", "Exhibit", "Schedule" or another subdivision or attachment shall be construed to refer to an article, section or other subdivision of, or an exhibit, schedule or other attachment to, such instrument or agreement unless the context otherwise requires.

(d) The definitions contained in this Agreement shall apply equally to the singular and plural forms of such terms. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The word "will" shall be construed to have the same meaning as the word "shall". The term "including" shall be construed to have the same meaning as the phrase "including without limitation".

(e) Unless the context otherwise requires, any definition of or reference to any agreement, instrument, statute or document contained in this Agreement or in any agreement or instrument that is governed by or referred to in this Agreement shall be construed (i) as referring to such agreement, instrument, statute or document as the same may be amended, supplemented or otherwise modified from time to time (subject to any restrictions on such amendments, supplements or modifications set forth in this Agreement or in any agreement or instrument governed by or referred to in this Agreement), including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and (ii) to include (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein. Any reference to any Person shall be construed to include such Person's successors and permitted assigns.

(f) Unless the context otherwise requires, whenever any statement is qualified by "to the best knowledge of" or "known to" (or a similar phrase) any Person that is not a natural person, it is intended to indicate that the senior management of such Person has conducted a commercially reasonable inquiry and investigation prior to making such statement and no member of the senior management of such Person (including managers, in the case of limited liability companies, and general partners, in the case of partnerships) has current actual knowledge of the inaccuracy of such statement.

(g) Unless otherwise specified, all references herein to times of day shall constitute references to New York City time.

Section 9.11 WAIVER OF JURY TRIAL. THE BORROWER HEREBY IRREVOCABLY WAIVES 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.

Section 9.12 Confidentiality. Each Lender agrees to hold all non-public information obtained pursuant to the requirements of this Agreement in accordance with its customary procedure for handling confidential information of this nature and in accordance with safe and sound banking practices; provided, that nothing herein shall prevent any Lender from disclosing such information (i) to any other Lender or to the Administrative Agent, (ii) to any other Person if reasonably incidental to the administration of the Loans, (iii) upon the order of any court or administrative agency, (iv) to the extent requested by, or required to be disclosed to, any rating agency or regulatory agency or similar authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (v) which had been publicly disclosed other than as a result of a disclosure by the Administrative Agent or any Lender prohibited by this Agreement, (vi) in connection with any litigation to which the Administrative Agent, any Lender or any of their respective Subsidiaries or Affiliates may be party, (vii) to the extent necessary in connection with the exercise of any remedy hereunder, (viii) to such Lender's or the Administrative Agent's Affiliates and their respective directors, officers, employees, service providers and agents including legal counsel and independent auditors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential), (ix) with the consent of the Borrower, (x) to Gold Sheets and other similar bank trade publications, such information to consist solely of deal terms and other information customarily found in such publications and (xi) subject to provisions substantially similar to those contained in this Section, to any actual or proposed Participant or Assignee or to any actual or prospective counterparty (or its advisors) to any securitization, swap or derivative transaction relating to the Borrower's Obligations hereunder. Notwithstanding the foregoing, the Administrative Agent, any Lender or Davis Polk & Wardwell LLP may circulate promotional materials and place advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of information on the Internet or worldwide web, in each case, after the closing of the transactions contemplated by this Agreement in the form of a "tombstone" or other release limited to describing the names of the Borrower or its Affiliates, or any of them, and the amount, type and closing date of such transactions, all at their sole expense.

Section 9.13 USA PATRIOT Act Notice. Each Lender that is subject to the Patriot Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub.L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the Patriot Act.

Section 9.14 No Fiduciary Duty. The Administrative Agent, each Lender and their respective Affiliates (collectively, solely for purposes of this paragraph, the "Lender Parties"), may have economic interests that conflict with those of the Borrower, its Affiliates and/or their respective stockholders (collectively, solely for purposes of this paragraph, the "Borrower Parties"). The Borrower agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty (other than any implied duty of good faith) between any Lender Party, on the one hand, and any Borrower Party, on the other. The Lender Parties acknowledge

and agree that (a) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lender Parties, on the one hand, and the Borrower, on the other and (b) in connection therewith and with the process leading thereto, (i) no Lender Party has assumed an advisory or fiduciary responsibility in favor of any Borrower Party with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender Party has advised, is currently advising or will advise any Borrower Party on other matters) or any other obligation to any Borrower Party except the obligations expressly set forth in the Loan Documents and (ii) each Lender Party is acting solely as principal and not as the agent or fiduciary of any Borrower Party. The Borrower acknowledges and agrees that the Borrower has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrower agrees that it will not claim that any Lender Party has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to any Borrower Party, in connection with such transaction or the process leading thereto.

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.

Section 9.16 Survival. Sections 2.12, 2.16, 2.17 and 9.03 shall survive the Termination Date for the benefit of the Administrative Agent and each Lender, as applicable.

Section 9.17 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.

Section 9.18 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.

Section 9.19 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.

Section 9.20 Document Imaging. The Borrower hereby acknowledges the receipt of a copy of this Agreement and all other Loan Documents. The Administrative Agent may, on behalf of the Borrower, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the Loan Documents. The Administrative Agent may store the electronic image of this Agreement and the Loan Documents in their electronic form and then destroy the paper original as part of the Administrative Agent's normal business practices, with the electronic image deemed to be an original.

[Signature Pages to Follow]

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

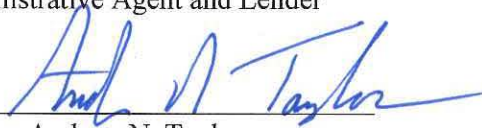
LOUISVILLE GAS AND ELECTRIC COMPANY,
as Borrower

By: 

Name: Daniel K. Arbough

Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent and Lender

By: 
Name: Andrew N. Taylor
Title: Senior Vice President

Appendix A

COMMITMENTS

Lender	Commitment
U.S. Bank National Association	\$200,000,000.00
Total	\$200,000,000.00

Rates Paid for Insurance Services - LG&E

	<u>2018</u>
USI	\$ 84,000
Underwriters Safety & Claims *	157,500
Marsh USA Inc	120,441
	<u>\$ 391,941</u>

* Fees for liability claims and subrogation activities; workers' compensation fees are billed on a per claim basis and are not included in the above total.



AGREEMENT ("Agreement") effective December 31, 2017 (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.

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 may include, on an anonymous basis, information relating to your insurance program in benchmarking, modeling, analytic and insurance offerings.

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.

<u>Fee Coverage(s) / Effective Date</u>
Automobile/Motor (12/31/2017)
Umbrella & Excess Liability (12/31/2017)
Workers Compensation/Employers Liability (12/31/2017)
Special Risk – 3 year policy (03/01/2017-2020)
Directors & Officers Liability (12/31/2017)
Employment Practices Liability (12/31/2017)
Employed Lawyers (12/31/2017)
Fiduciary Liability (12/31/2017)
Commercial Property (04/01/2018)
<u>Commission Coverage(s) / Effective Date</u>
Crime Insurance (12/31/2017)
Cyber Liability (08/30/2018)
Aviation Liability (08/10/2018)

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) for the 2017-2018 term.

Marsh will deliver its Services to you for the Fee Coverages for an annual fee of Six Hundred Fifty-Five Thousand Dollars (\$655,000) for the 2018-2019 term.

The annual fees 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 shall commence on the Effective Date and shall terminate two (2) years thereafter (each year of the term shall be deemed to be a "Contract Year").

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: December 20, 2017

Accepted and agreed:

PPL Corporation

By: Stacy Frey
Stacy Frey
Corporate Risk & Insurance

Date: December 22, 2017



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;
- Financial Advisory Services (FAS) and financial damages measurement services performed by Marsh's Forensic Accounting and Claims Services (FACS) and Construction Consulting Services (CCS) sub practices including, but not limited to, business interruption and other claim valuation services;
- 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, without limitation:
 - Claims management services, claims reporting as to lines of coverage or claims not included under Section 1, and all catastrophic claim response;
 - Complex liability claims consulting, including, but not limited to, claims involving:
 - Multiple policy periods,
 - Multiple lines of coverage,
 - Disputes over the number of occurrences or events at issue,
 - Sexual misconduct or other personal injury related allegations;
 - Mass tort (including but not limited to, asbestos, pollution, health hazards or class actions) 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

2017-2018 Contract Term

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, 2017
Automobile/Motor Workers Compensation Employers Liability	One Hundred Thousand Dollars (\$50,000)	December 31, 2017
Umbrella/Excess Liability	One Hundred Thousand Dollars (\$150,000)	December 31, 2017
Commercial Property	Two Hundred Thousand Dollars (\$200,000)	April 1, 2018

2018-2019 ContractTerm

Fee Coverage(s)	Fee Amount	Payment Date
Special Risk Directors & Officers Liability Fiduciary Liability Employed Lawyers	Two Hundred Eighty Thousand Dollars (\$270,000)	December 31, 2018
Automobile/Motor Workers Compensation Employers Liability	One Hundred Thousand Dollars (\$50,000)	December 31, 2018
Umbrella/Excess Liability	One Hundred Thousand Dollars (\$145,000)	December 31, 2018
Commercial Property	Two Hundred Thousand Dollars (\$190,000)	April 1, 2019

LG&E and KU Services Company

Contract No. 128865

This Contract is entered into, effective as of January 1, 2018 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 Marsh USA Inc. (hereinafter referred to as "Contractor" or "Marsh"), whose address is Three Logan Square, 1717 Arch Street, Philadelphia, Pennsylvania 19103-2797.

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:

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 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:
 1. Evaluate coverage applicability on all Marsh placed business
 2. Assist you in the development of settlement strategies
 3. Assist you with insurer negotiations
 4. Assist you with litigation management issues that impact claim settlements
 5. 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.
 6. The total number of hours of property and casualty claims services described in this paragraph provided by Marsh to Company in a calendar year shall not exceed twenty-five (25). In the event such claims services exceed such hourly allotment, Marsh reserves the right to seek additional compensation.
 7. Marsh may utilize the services of intermediaries to place your insurance, subject to your approval.
 8. 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.
 9. Marsh may retain your information in paper or imaged format and may destroy paper copies if Marsh retains digital images thereof.
 10. Marsh may include, on an anonymous basis, information relating to your insurance program in benchmarking, modeling, analytic and insurance offerings.
 11. 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.

- 2.1 Provide brokerage services to Company for the following lines of insurance (expected expiration dates noted in parenthesis) and subsequent renewals as agreed:
 - 2.1.1. Excess Workers Compensation Program [12/31/2017]
 - 2.1.2. Gas Storage Policy [9/29/2017]
 - 2.1.3. River Marine Policy [12/31/2017]
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 [12/9/2017]
 - 2.1.5. Pollution Legal Liability Policy (including excess layers) [11/24/18]
 - 2.1.6. Umbrella Liability Policy for Energy Conservation Associates (Project Warm), an unaffiliated entity [7/1/2018]
- 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 insurer, provided that Broker shall not place any insurance on behalf of Company unless so authorized by Company.
- 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. To the extent practical, 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. This agreement does not contemplate the utilization of intermediaries of Broker (affiliated or not) and if such services are utilized it will be disclosed to Company and a separate fee determined for such intermediaries involvement. Company is to be informed of all respective transactions.
- 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
- 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, 2018 and continue until December 31, 2018, 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, 2017 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. 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") signed by Contractor December 20, 2017 and Contractors Code of Business Conduct are made a part of this Contract. In the event of a conflict between the terms and conditions set forth in the Standard Terms

CONFIDENTIAL INFORMATION REDACTED

Page 6 of 15
Contract No. 128865
Garrett
NAICS Code: 52421

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 Successful candidate 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.

6.0 COMPENSATION

The compensation paid to Contractor for the Services rendered as described in this Agreement shall be [REDACTED] annually. Payments of [REDACTED] will be made the first week of each quarter. 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 for the placement of insurance as described in Exhibit A (a "Commission"), the Fee will be reduced by the amount of such Commission, to the extent permitted by law. 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 128865 and shall be sent as follows:

Attn: Manager, Risk Management
10th Floor
LG&E and KU Services Inc.
220 West Main
Louisville, KY 40202

7.0 SPECIFIC REPORTING REQUIREMENTS

- 7.1 Contractor shall maintain accurate records and shall supply Company with, but not limited to, the following:
- 7.1.1 Provide account review on an annual basis to review the past year and develop a strategy for the upcoming year.

8.0 CONTRACTUAL NOTICES

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

- 8.1 Company's address: LG&E and KU Services Company
Attn: Manager, Risk Management
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: Marsh USA, Inc.
Attn: Jim Loesner
Three Logan Square, 1717 Arch Street
Philadelphia, PA 19103-2797
james.w.loesner@marsh.com

9.0 ADDITIONAL TERMS

- 9.1 Responsibilities of the Company. Company shall be solely responsible for the accuracy and completeness of all information that Company furnishes to Marsh and/or insurers, and Company shall sign any required application for insurance. Marsh shall not be responsible for verifying the accuracy or completeness of any information that Company 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 Company, including the placement of insurance on the Company's behalf, that are based on inaccurate or incomplete information provided to Marsh. Company 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.
- 9.2 Company agrees that all decisions regarding the amount, type or terms of coverage shall be the Company's ultimate responsibility. While Marsh may provide advice and recommendations, Company must decide the specific coverage that is appropriate for the Company's particular circumstances and financial position.
- 9.3 Company will review all policy documents provided to Company by Marsh."
- 9.4 "Intermediaries. When in Marsh's professional judgment it is necessary or appropriate and subject to the Company's prior approval, Marsh may utilize the services of other intermediaries, including wholesale brokers, to assist in the marketing of the Company's insurance. Such intermediaries may be affiliates of Marsh. "
- 9.5 "Disclaimers. (a) 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 the Company. 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 the Company. Marsh will not take any action to replace the Company's insurers unless the Company instructs Marsh to do so. Marsh's service obligations to the Company are solely contractual in nature. The Company acknowledges that, in performing services, Marsh and its affiliates are not acting as a

fiduciary for the Company, except to the extent required by applicable law, and do not have a fiduciary or other enhanced duty to the Company. 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 the Company seeks its own advice on such matters from professional accounting, legal, regulatory and tax advisors.”

(b) If Marsh has taken over any existing program or policies implemented by another broker, Marsh will not assume any responsibility for the adequacy or effectiveness of those programs or policies or any acts or omissions occurring prior to Marsh’s engagement. Within a reasonable time, Marsh will have completed a review of such programs and policies and will make recommendations it believes are necessary.”

(c) Any loss control services and/or surveys performed by Marsh under this Contract 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 the Company. Marsh does not expressly or impliedly guarantee or warrant in any way the safety of any site or operation or that the Company or any of its sites or operations is in compliance with federal, state or local laws, codes, statutes, ordinances or recommendations.

(d) Marsh is not authorized to practice law and none of Marsh’s advice or services shall be construed as, or a substitute for, legal advice. Marsh’s services may include advice and recommendations; however all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, Company.”

(e) Marsh may provide to the Company information and services related to insurance regulatory and insurance tax issues relating to the Company’s 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 Companies and should not be relied upon as accounting, regulatory or tax advice. In all instances, Marsh recommends that the Company seek its own advice on accounting, regulatory and tax matters from professional legal and tax advisers.

(f) Marsh may provide the Company 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 the

Company's 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 the Company with regard to any services performed or provided by a third party. Except to the Company's insurers in connection with the placement of coverage by Marsh, the Company shall not share any of Marsh's Modeling and Analytics work product with a third party without Marsh's prior written consent."

- 9.6 "Limitation of Liability. In no event shall either party be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by Marsh or its affiliates. The aggregate liability of Marsh, its affiliates and its and their employees to the Company arising out of or relating to the provision of services by Marsh or its affiliates shall not exceed \$10 million. This provision applies to the fullest extent permitted by applicable law[and to all causes of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts]."[Note: Included bracketed wording if the governing law is one of the following states: Alaska, Arkansas, Connecticut, Indiana, Maine, Missouri, New Mexico, Oregon, Texas, Vermont and Virginia.]
- 9.7 "Jury Waiver. 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."
- 9.8 "Severability. 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."
- 9.9 "Miscellaneous. 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

9.10 Notwithstanding Section 9.01 of the Administrative Services Agreement, Contractor shall be required to comply with the first sentence of the section of the Contractor Code of Business Conduct titled Drugs and Alcohol in the performance of this Contract, but shall not be required to comply with the other portions of such section in the performance of this Contract.

10.0 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

MARSH USA, INC.

By:

William K. Weddard
W.K.W. OA
WILLIAM K. WEDDARD

By:

James W. Lessor

Name (Print): Stephanie R. Pryor

Name (Print): James W. Lessor

Title: Mgr. - Supply Chain Corporate

Title: Senior Vice President

Date:

12.20.2017

Date:

12/20/17

**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.
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. Pollution Legal Liability Policy (including excess layers)
6. Umbrella Liability Policy for Energy Conservation Associates (Project Warm), an unaffiliated entity

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

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 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.

LG&E and KU Services Company
Contract No. 123765
NAICS Code #524292

LG&E AND KU SERVICE COMPANY
Contract No. 123765

This Contract is entered into, effective as of January 1, 2018 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 and 3.0 hereof (hereinafter referred to as the "Services") and Company shall compensate the Contractor for the Services, 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 subrogation 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 subrogation claims, Contractor shall investigate the claim, gather information on the cost of the claim, invoice the responsible party and initiate initial collection efforts if not paid.

3.0 PERFORMANCE

- 3.1 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.
- 3.2 In the event a claim is filed against Company, Contractor shall ensure the following standards are met regarding management of all claims:
- 3.2.1 Contractor shall make Claimant contact within 24 hours of receipt of report
- 3.2.2 Contractor shall make and complete a preliminary investigation within 14 days.
- 3.2.3 Contractor shall make and complete a comprehensive investigation within 30 days.
- 3.2.4 Contractor shall, at no time act unilaterally with regard 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 proposed settlement terms. Company approval is required prior to final disposition.
- 3.2.5 Contractor shall coordinate with the Company's risk manager to ensure relevant claims are reported to insurance carriers according to prescribed reporting guidelines.
- 3.2.6 Contractor shall ensure that all workers' compensation claims are reported within the required time frame to all required government agencies.
- 3.3 Contractor shall ensure the following occurs for Services related to subrogation claims:

LG&E and KU Services Company

Contract No. 123765

NAICS Code #524292

- 3.3.1 Contractor shall make Company and/or responsible party contact within 24 hours of receipt of report
- 3.3.2 Contractor shall make and complete a preliminary investigation within 14 days.
- 3.3.3 Contractor shall make and complete a comprehensive investigation within 30 days.
- 3.3.4 Contractor shall identify the at-fault party
- 3.3.5 Contractor shall gather information from Company personnel on the cost of the claim
- 3.3.6 Contractor shall invoice responsible parties
- 3.3.7 Contractor shall conduct negotiations with responsible party and negotiate toward a dispute resolution 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.
- 3.3.8 Contractor shall initiate initial collection efforts if invoice is not paid.
- 3.4 Contractor shall ensure the following occurs for Services related to Company's Risk Management and Accounting:
- 3.4.1 Contractor shall represent Company in claim settlement discussions with insurers as directed by Company
- 3.4.2 Contractor shall conduct negotiations with claimants and 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.
- 3.4.3 Contractor shall send monthly and/or bi-weekly reconciliation for replenishment of escrow. Contractor will send this reconciliation to the Company's Risk Manager with documentation of payment authorization for each disbursement.
- 3.4.4 Contractor shall coordinate filings with regulatory agencies regarding the self-insured programs of LG&E and KU Energy, LLC and its subsidiaries.
- 3.4.5 Contractor shall ensure all workers' compensation settlements, awards, and judgments that involve a Medicare beneficiary are reported to the Center for Medicare and Medicaid Services (CMS) within the required timeframe pursuant to section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- 3.5 Specific Reporting Requirements – Contractor shall maintain accurate records and provide Company with specific reports at Company's requested frequency. Contractor shall obtain Company's approval regarding format and content of requested reports. The reports required include, but are not limited to the following:
- 3.5.1 Annual Stewardship Report
- 3.5.2 Quarterly Claims Administration Report
- 3.5.3 Bi-weekly Status Report
- 3.5.4 Monthly Workers' Compensation
- 3.5.5 Monthly Open Automobile/GL Claims
- 3.5.6 Monthly Automobile Events
- 3.5.7 Monthly Accident Experience
- 3.5.8 Monthly Odometer Readings
- 3.5.9 Monthly Workers Compensation Claim Lag

LG&E and KU Services Company
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- 3.5.10 Monthly 3rd Party Damage Recoveries
- 3.5.11 Quarterly Auto & Facilities Subrogation
- 3.5.12 Quarterly Open 3rd Party Claims

- 3.6 Contractor shall meet with Company's legal department representative(s) as requested to review workers' compensations claims and auto and general liability claims.
- 3.7 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.

4.0 TERM

This Contract shall become effective January 1, 2018 and continue until December 31, 2020, 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.

5.0 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.

6.0 COMPENSATION

Compensation paid to Contractor for the Services (other than workers compensation claims processing) rendered are as shown in the Annual Fixed Fees and Workers' Compensation Claims Fees tables below. Payments will be made quarterly the first week of the month of each respective quarter. 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 at cost without markup.

Annual Fixed Fee - Liability Claims and Subrogation Activities		
Year 1	Year 2	Year 3
\$375,000	\$385,000	\$395,000

LG&E and KU Services Company

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For Workers' Compensation Claims the fee structure shown in the Workers' Compensation Claims Fees table below will be used for compensation. Payments will be due quarterly in arrears for Workers Compensation Claims.

Workers' Compensation Claims Fees	Year 1	Year 2	Year 3
Lost Time Claim Adjusting – cost/claim	\$772.50	\$780	\$785
Medical Only Claim Adjusting – cost/claim	\$130	\$133	\$135
Medical Bill Fee Adjusting	\$5/bill + 30% of savings below fee schedule		
Tail Period	12 months from service inception		
Open Tail Claims, Annual Fee	\$360 each per open indemnity claim		

- 6.1 Contractor shall submit to Company an original invoice for the Company containing the Agreement Number 123765 and shall be sent as follows:

Attn: Manager – Risk Management
10th Floor
LG&E and KU Services Company
220 West Main
Louisville, KY 40202

7.0 CONTRACTUAL NOTICES

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

- 7.1 Company's address: LG&E and KU Services Company
Attn: Manager, Risk Management
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

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

LG&E and KU Services Company
Contract No. 123765
NAICS Code #524292

8.0 ENTIRE AGREEMENT

This Contract, including the *Scope of Work* and the Standard Terms, constitutes the entire agreement between the parties relating to the Services and supersedes all prior or contemporaneous oral or written agreements, negotiations, understandings and statements pertaining to the Services 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.

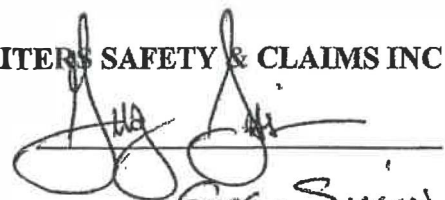
LG&E AND KU SERVICES COMPANY

UNDERWRITERS SAFETY & CLAIMS INC

By:



By:



Name (Print): Stephane R. Pryor

Name (Print): Greg Sisson

Title: Manager -- Corporate Purchasing

Title: Vice President

Date: 8/17/2017

Date: August 17, 2017

LG&E and KU Services Company
Contract No. 123765
NAICS Code #524292

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 not permit

LG&E and KU Services Company
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NAICS Code #524292

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.

LG&E and KU Services Company
Contract No. 125123

**LG&E and KU Services Company
Contract No. 125123**

This Contract is entered into as of October 1, 2017 by and between **LG&E and KU Services Company**, a Kentucky corporation (hereinafter referred to as "Company"), whose address is 220 W. Main Street, Louisville, Kentucky 40202 and USI Insurance Services LLC, a Delaware limited liability company, (hereinafter referred to as "Contractor"), whose address is 950 Breckenridge Lane, Suite 50, Louisville, Kentucky 40207.

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, 5.0, and 7.0 hereof (hereinafter referred to as the "Services") and Company shall compensate the Contractor for the Services, 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.

2.1 Transition Services – October 1, 2017 thru December 31, 2017

Contractor's Services for the period of October 1, 2017 thru December 31, 2017 shall be performed as described in Exhibit A – Transition Services, attached hereto and incorporated by reference.

2.2 Risk Management Services – January 1, 2018 thru December 31, 2020

Contractor shall serve as the outsourced risk manager for Company. This involves assessing the risk the 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:

LG&E and KU Services Company
Contract No. 125123

A. Risk Management

1. Assess risk faced by the Company and recommend appropriate risk management solutions, coordinating closely with the claims administration service provider, and working with brokers and the Company on implementation of recommended insurance solutions.
2. Frequent interaction with operating personnel is required. This includes reviewing proposed contracts, negotiating insurance provisions of contracts, and participating in meetings with Company representatives and brokers.
3. Provide regularly scheduled status reports to the Company in face-to-face meetings.
4. At the Company's request, the Contractor will also negotiate all property insurance claims with insurer on behalf of the Company.
5. Review carrier risk reports and coordinate the Company's response regarding recommendations.
6. Attend and assist in carrier on-site risk assessments.
7. Coordinate broker and carrier site visits.
8. Work with the Company's legal department regarding insurance provisions in various contract agreements.
9. Review insurance provisions in negotiated contracts and provide analysis and recommendations.
10. Review and approve deviations from insurance requirements.
11. Provide claim notices and updates to carriers. Respond to carrier questions.

B. Policy Placement/Renewals

1. Coordinate with brokers on the marketing and placement or renewal of insurance policies and bonds.
2. Provide information for placement or renewal of parent company insurance policies covering the Company and its subsidiaries.
3. Provide analysis and recommendations regarding insurance proposals.
4. Assist Company's Property Accounting Department with the compilation and analysis of the Statement of Values for property insurance renewal.
5. Maintain schedule of insurance policies.
6. Maintain copies of all insurance policies. Coordinate with broker the purchase and renewal of bonds.
7. Coordinate bond updates to requesting beneficiaries.

LG&E and KU Services Company
Contract No. 125123

C. Construction Projects

1. Develop insurance requirements for each project including Builders Risk Coverage.
2. Participate in discussions of insurance requirements with Company's engineers and construction contractors.
3. Coordinate insurance coverage during Risk of Loss transfer.
4. Prepare and maintain a summary of major construction projects.

D. 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.

E. 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. Monitor, and modify as necessary, 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.
6. Compile data for insurance policy renewals and applications for new insurance programs.
7. Assist in training legal department and supply chain personnel about insurance provisions and coverage.
8. Coordinate filings with regulatory agencies regarding the self-insured programs of LG&E and KU Energy, LLC and its subsidiaries. Examples of such filings are listed below.
 - a. KY Workers' Compensation self-insured certification (annual)
 - b. VA Workers' Compensation self-insured certification (annual)
 - c. Longshore & Harbor Workers Filing (annual)
 - d. Motor Vehicle self-insured filings (annual)
9. Provide ad hoc analysis for support of the Company's rate cases.

LG&E and KU Services Company
Contract No. 125123

10. Review of broker invoices for accuracy.
11. Assist in preparation of annual five-year budget for all premiums and bonds.
12. Produce or compile various reports including, but not limited to:
 - a. Large loss analysis (quarterly)
 - b. Self-insured KY auto liability report (quarterly)
 - c. Joint partnership premium allocation calculation (as needed)

3.0 TERM

This Contract shall become effective October 1, 2018 and continue until December 31, 2020, subject to the Article entitled "Termination at Company's Option" set forth in the attached Standard Terms. Company makes no promise or guarantee as to the amount of Services to be performed under this Contract nor does it convey an exclusive right to the Contractor to perform Services of the type or nature set forth in this Contract.

4.0 STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in the Administrative Services Agreement (herein referred to as the "ASA") signed August 31, 2017 are hereby incorporated by reference and made a part of this Contract. In the event of a conflict between the terms and conditions of the ASA and those set forth in the body of this Contract, the terms and conditions of the ASA shall prevail.

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 Risk Management and Accounting:
 - 5.3.1 Contractor shall represent Company in claim settlement discussions with property insurers as directed by Company

LG&E and KU Services Company
Contract No. 125123

- 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 made quarterly, as shown in the table below. Payments will be made the first week of each respective quarter. 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 at cost without markup.

Quarterly Fixed Compensation				
	2017	2018	2019	2020
1st Quarter		\$50,000	\$57,500	\$57,500
2nd Quarter		\$50,000	\$57,500	\$57,500
3rd Quarter		\$50,000	\$57,500	\$57,500
4th Quarter	\$30,000	\$50,000	\$57,500	\$57,500
Annual Totals	\$30,000	\$200,000	\$230,000	\$230,000

- 6.1 Contractor shall submit to Company an original invoice for the Company containing the Agreement Number 125123 and shall be sent as follows:

Attn: Manager – Risk Management
10th Floor
LG&E and KU Services Inc.
220 West Main
Louisville, KY 40202

LG&E and KU Services Company
Contract No. 125123

7.0 SPECIFIC REPORTING REQUIREMENTS

- 7.1 Contractor shall maintain accurate records and shall supply Company with reports including, but not limited to the following:
- 7.1.1 A bi-weekly Status Report provided to the Company's Risk Manager.
 - 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 On a quarterly basis at the minimum, provide Company with electronic copies of all insurance policies in place.
 - 7.1.4 Provide input to Company Risk Management department 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 EXHIBITS

- 8.1 Exhibit A – Transition Services Plan

9.0 CONTRACTUAL NOTICES

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

- 9.1 Company's address: LG&E and KU Services Company
Attn: Manager – Risk Management
220 W. Main Street, 10th Floor
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

- 9.2 Contractor's address: USI Insurance Services, LLC
Attn: Steven Soph
950 Breckenridge Lane, Ste. 50
Louisville, Kentucky 40207
steven.soph@usi.com

LG&E and KU Services Company
Contract No. 125123

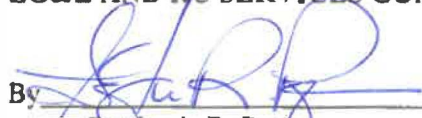
10.0 ENTIRE AGREEMENT

This Contract, including the *Scope of Work* and the Standard Terms, constitutes the entire agreement between the parties relating to the Services and supersedes all prior or contemporaneous oral or written agreements, negotiations, understandings and statements pertaining to the Services 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

USI INSURANCE SERVICES LLC

By 
Stephanie R. Pryor

By 

Title Manager, Corporate Purchasing

Title President

Date 9/18/2017

Date 9/14/17

LG&E and KU Services Company
Contract No. 125123

Exhibit A - Transition Services Plan

Potential USI Outsourced Risk Management Transition Plan

October 1st - November 1st - Data collection, USI review and analysis. We propose this timeframe be used by USI to review all the pertinent insurance program information and quickly get up to speed on the various LKE insurance and risk management programs. Documents we would review and analyze include:

- Insurance policies
- Exposures – Statement of Values, and any other exposure information tracked for renewals (payrolls, vehicle schedules, etc...)
- Insurance company loss control reports and recommendations
- Current loss runs and/or TPA claims reports (SIR)
- Current OSRM Open Items List
- Last 2 Quarterly Claim Reviews
- Anything else LKE deems important for us to review

November 1st - December 1st - Contract Review "Shadowing". We propose this time frame be used to better understand the contract review process: how the information flows between LKE and the OSRM, typical timeframe for the reviews, and understand LKE's contractual risk tolerance and philosophy with accepting or rejecting various contractual terms. This will be accomplished through:

- Provide USI with a representative sampling of contracts reviewed in last 6 months
- Copy USI on all contracts and correspondence sent for review during this time period

This process will also ensure we are in a position to seamlessly take over and finalize any contract reviews that may begin late 2017 but won't be finalized until 2018.

December 1st - January 1st - Inclusion at LKE meetings w/ current ORMS provider. We propose this time frame be used to be part of any meetings and/or discussions that take place with the current OSRM provider. Meetings or discussions could include:

- Regularly scheduled bi-weekly meetings
- Renewal meetings
- Scheduled loss control meetings or inspections
- Scheduled claims reviews
- Copied on, or forwarded, correspondence which LKE deems important for USI to review and understand

Recognizing that a significant number of the policies renew 12/31 (mainly at the PPL level but LKE does have some policies renewing also), participating in meetings and discussions during this time frame will allow us to understand the renewal terms and conditions that are being negotiated for the 12/31 renewals, and how the OSRM, Insurance Brokers, LKE, and PPL teams interact.

October 1st - January 1st - General Administration of Transition. The overall goal of this transition timeframe would be to ensure a seamless transition of services so that on January 1st 2018, USI has an adequate understanding of LKE's expectations of USI as the OSRM and we are prepared to immediately perform the scope of work.

- Execution of Contract effective October 1st with transitional amendment which would outline the revised scope of services for the October 1st - January 1st time period.
- Structure Transitional Fee to minimize impact on LG&E budget
- Set up LKE on all USI Systems:
 - Engage document sharing
 - Risk Management Center
 - Single E-mail inbox set-up if LKE chooses to use this
 - Attend introductory meeting with key LKE personnel
 - Meet individually with key LKE personnel

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

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. All requests to use the Company's Principal Auditor or another independent auditor that performs audit services for the Company to perform non-audit services must also be pre-approved. 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 upon approval, submit the request to PPL Corporation. 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.

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.

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).

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

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 total fees and expenses billed to LKE to ensure actual costs do not exceed the approved total cost. If actual costs are expected to exceed the approved amount by greater than 15% or there is a change in the scope of services to be performed, employees are required to submit an additional request, on Form 4941 to the LKE Controller, and receive approval, prior to additional work being performed.

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); and
- A description of the deliverables involved.

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 Governance and Financial Oversight Committee reviews all requests for the use of an independent auditor at its periodic meetings. 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 Corporate Audit Services Vice President (or his/her alternate) 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-Qs or

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

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;
- 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.

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: Controller



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Parsippany, NJ 07054
USA
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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

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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.

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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.

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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 divestitures, 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 LLP

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:

Mark 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

Contract No. 93044

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 15th 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

Contract No. 93044

- 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 15th 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

Contract No. 93044

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

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

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.

Contract No. 93044

LG&E AND KU SERVICES COMPANY

BY: Susan L. 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 Retiree 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
Totals	\$39,100	\$40,500	\$41,700	\$42,900	\$44,100	\$208,300

Contract No. 93044

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; Tiry, 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:

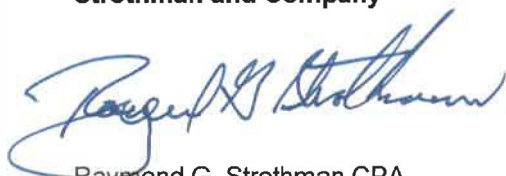
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
LG&E and KU Savings Plan	\$ 6,900	\$ 7,100	\$ 7,300	\$ 7,500	\$ 7,700
Louisville Gas and Electric Bargaining Employees' Savings Plan	6,900	7,100	7,300	7,500	7,700
LG&E and KU Retirement Plan	6,300	6,500	6,700	6,900	7,100
Louisville Gas and Electric 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

3-30-15

Date



Centre Square East
1600 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]
- [REDACTED]
- [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).

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We will bill you for the Core Valuation Services fixed fee payments as they become due each quarter. At the end of each month during which we perform Services for you, we will also bill you for all other charges accrued in each month, such as Ad Hoc Consulting Services fees, travel and vendor expenses. If you have any questions about any of our invoices, you must notify us within 30 days from the date of the invoice.

Invoices are due upon receipt. Any charge or portion of a charge outstanding 60 days after the date of the invoice will be subject to a late charge, which you agree to pay, equal to the lesser of [REDACTED] or the maximum allowed by law for each month that payment remains outstanding, beginning from the date of the invoice.

4. **Collection And Use Of Personal Data** — For this project, the parties anticipate the need on the part of Towers Watson for certain elements of Personal Data. The list below is not exhaustive but includes some of the elements that may be needed for this project:

Social Security number
Name
Date of birth
Date of hire
Salary

In performing the services, we may pass Personal Data within our global network of offices and affiliates and to providers of IT outsourcing who will be subject to appropriate data protection standards. Irrespective of where we receive or hold individually identifiable personal information ("Personal Data") on your behalf, we confirm that, acting as data processor we will take appropriate technical, physical and organizational/administrative measures to protect that Personal Data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. We will only use that Personal Data for the purposes of providing services to you or for other reasonable purposes which are related to the services we provide, unless you instruct us otherwise. In providing services to LKE, Towers Watson shall comply with the Information Security Policy maintained by Towers Watson and applicable to data of Towers Watson and its clients in general. Without limiting the application of such policy, Towers Watson agrees to treat any and all identifiable personal information as "Restricted Information" as such term is used in such policy. Towers Watson shall transfer all LKE restricted data in a manner consistent with generally accepted practices in its industry. Towers Watson shall encrypt all LKE data on Towers Watson workstations and portable devices in a manner consistent with generally accepted practices in its industry and in accordance with its policies. You and Towers Watson shall each comply with the provisions and obligations imposed on each of us by applicable data privacy legislation and regulations.

5. **Remediation** - Towers Watson will provide notice promptly after confirmation of unauthorized access to the Client's Personal Data. In the event of such breach, Towers Watson shall bear all reasonable costs associated with (i) our investigation of such a security breach, (ii) any notification required by applicable law, including notification of individuals and others to the extent required by law, and (iii) responding to individual, regulator and media inquiries during the

period immediately following any notification. We will work with you in good faith with respect to any further efforts to resolve the matter that, while not required by law, we agree are reasonable and appropriate under the circumstances. In addition, Towers Watson will agree to provide credit monitoring for up to twenty-four (24) months after a security incident in instances where fraud or identity theft can reasonably be expected to result from the breach.

6. **Term and Termination** — This Scope of Work shall be in effect for an initial period of one year from the commencement of the Services. Thereafter, it will automatically renew for successive periods of one year unless terminated by one of the parties.
7. **Audit Right** Towers Watson shall maintain complete records relating to the charges paid for any and all Ad Hoc Consulting Services or other cost-based (i.e., Services not covered by firm prices) components billed under this Scope of Work (all the foregoing hereinafter referred to collectively as “Records”) which shall be available to inspection and subject to audit during normal working hours, by you or your authorized representative (subject to the foregoing limitations) to the extent necessary to adequately permit evaluation and verification of any invoices and payments based on Towers Watson’s in the performance of Services under this Scope of Work. For the purpose of evaluating or verifying such charges, you or your authorized representative shall have access to said Records as mutually agreed upon by the parties for the duration of this Scope of Work and a period of one year thereafter. All non-public information obtained in the course of such audits shall be held in confidence except pursuant to judicial and administrative order. You agree to compensate us for time expended by our staff to facilitate the inspection and audit and to reimburse us for any expenses incurred in connection with the review, for any time in excess of twenty hours (that is ten hours apiece for two senior consultants). You may exercise this right only once in any calendar year and agree to limit the duration of the review to a reasonable period. The review must be conducted at mutually convenient times and locations and in a manner, which does not disrupt our business operations. You agree to keep information disclosed to you in the course of the review confidential from all third parties, except for any third party participating in the review with our consent as described below.

We understand that you may wish to engage a third party to assist you in conducting the review. No third party may participate in the review unless you obtain our prior consent, which will not be unreasonably withheld, and the third party enters into an appropriate confidentiality agreement with us. You understand that we will not consent to the participation of any third party offering services or products that compete with our own.

8. **General** —For purposes of the provisions of the paragraph of the Master Agreement under the heading “NONDISCLOSURE,” the term “your business” shall include LKS, LG&E, KU and WKE (collectively the “LKE Subsidiaries”) as well as LKE.

Notwithstanding the provisions of the paragraph of the Master Agreement under the heading “WORK PRODUCT,” the Services are to be performed for LKE and the LKE Subsidiaries and the

TOWERS WATSON 

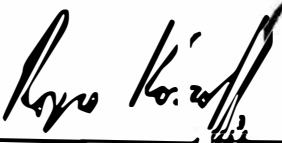
LKE Subsidiaries and LKE may disclose work product provided by Towers Watson under this Scope of Work to one another.

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:

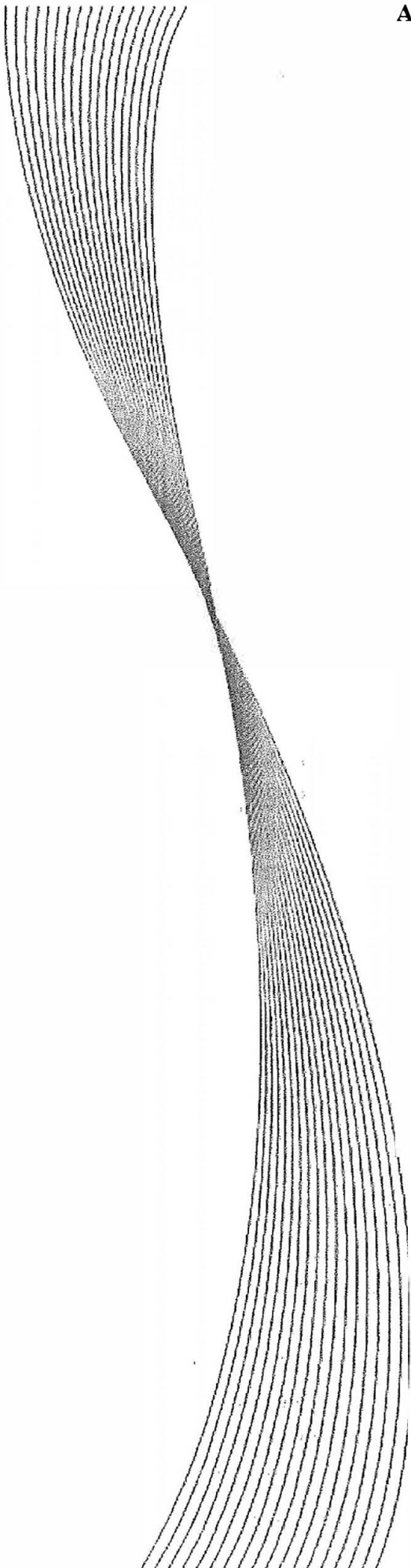
LG&E AND KU ENERGY LLC

By: 

Print Name: PAULA PATTON

Print Title: SVP-HR

Date: 4/3/13



PPL Corporation: LG&E and KU Retirement Plans

Scope of Work for 2013 Valuation Services - Attachment

March 28, 2013

TOWERS WATSON

Introduction

- The services presented in this Scope of Work are based on the following plans currently sponsored by PPL:
 - LG&E and KU Retirement Plan
 - LG&E Company Bargaining Employees' Retirement Plan
 - Western Kentucky Energy Corporation Bargaining Employees' Retirement Plan
 - LG&E and KU Postretirement Benefit Plan
 - LG&E and KU Postemployment / Disability Plan
 - LG&E Officer SERP
 - LG&E Restoration Plan
 - LG&E Hale SERP

Valuation Related Services: Funding Requirements (Qualified Pension Plans)

• Included in Fixed Fee

- Required funding valuation calculations (calculated on a post-MAP-21 basis except where noted)
 - Minimum required contribution
 - Maximum deductible contribution (calculated on a pre-MAP-21 basis)
- One actuarial report for each plan (combined funding and accounting report)
- Government Filings
 - Schedule SB for each plan
 - Participant count information for Form 5500 for each plan
 - PBGC electronic filing, including one variable premium calculation (calculated on a pre-MAP-21 basis as required by the PBGC), for each plan
- Quarterly elections to apply funding balance to satisfy quarterly contribution requirements
- One Adjusted Funding Target Attainment Percentage (AFTAP) certification per plan

• Not Included in Fixed Fee

- Analysis of alternative funding strategies or funding methods
- Detailed projections/forecasts of future funding results (Cost and Risk Management Channel updates included in separate scope of work)
- Impact of assumption changes or plan design changes (union and/or management)
- Funded status estimates at dates other than valuation dates
- Form 5500 preparation
- Additional calculations and/or projections requested by PPL on a pre-MAP-21 basis
- AFTAP Range Certifications (if needed)

Valuation Related Services: Funding Requirements (Postretirement VEBAs)

● **Included in Fixed Fee**

- Required VEBA contribution results at year-end
 - Maximum deductible limits for VEBAs, split by bargained/non-bargained and life insurance/medical
 - Generally provided in December
- Mid-year VEBA estimated contribution results
 - one estimate for each VEBA (generally provided at end of second quarter)
- 401(h) deductible limit calculation
 - one estimate for each sub-account (generally provided at end of second quarter)

● **Not Included in Fixed Fee**

- Analysis of alternative funding strategies for VEBAs and/or 401(h) deductible limit
- Detailed projections/forecasts of future funding results for VEBAs and/or 401(h) deductible limits
- Multiple maximum tax deductible estimates during the year

Valuation Related Services: Accounting Valuations (All Plans)

• Included in Fixed Fee*

- All required calculations under ASC 712 and 715 on a regulatory basis and financial basis to determine balance sheet and income statement amounts
 - including necessary “double corridor” calculations
 - including alternative expense calculations used for deferred tax credit due to retiree medical tax-free subsidy under Medicare Modernization Act
- One annual expense budget estimate for each plan
- Actuarial reports
 - combined with funding reports for each qualified pension plan
 - one management summary letter for all SERP plans
 - one letter report for each retiree welfare and postemployment benefit plan
- Accounting cost allocations among four LG&E and KU companies

• Not Included in Fixed Fee

- Analysis/impact of alternative:
 - actuarial assumptions (other than routine analysis from baseline assumptions)
 - accounting strategies/methods such as asset valuation method or corridor amortization approaches
 - plan design changes
 - workforce adjustments or reductions
- Detailed projections/forecasts of future accounting results (beyond 1-year budgets included in fixed fee)
- BOND:Link discount rate setting, including annual adjustments and additional auditor training
- Any special curtailment or settlement accounting
- Early estimates of “other comprehensive income” calculations provided prior to conclusion of disclosure (if necessary)
- Analysis of impact of changes in accounting rules or standards

* As noted in Section 2 of the letter, Fees and Expenses, the 2013 fixed fee has been reduced to reflect Mercer’s preparation of this work

Valuation Related Services: Accounting Valuations (All Plans) continued

● Included in Fixed Fee

- ⦿ Responses to routine, recurring auditor requests including preparation of routine data files and discussions with auditors regarding information provided to them (“routine” requests are defined as providing our standard actuarial reports to the auditor and verbal responses to any brief questions they may have)
- ⦿ Quarterly distribution of “Consolidated Spreadsheet” with summary results
- ⦿ Year-end accounting disclosures
 - generation of basic required financial information for all plans, including final “other comprehensive income” on financial and regulatory accounting basis
 - presentation to PPL as one single spreadsheet with one column for each plan (PPL will generate reporting entity results)
- ⦿ Retiree Welfare per capita claims cost development, assuming claims and enrollment split by plan type and claimants under age 65 and over age 65.

● Not Included in Fixed Fee

- ⦿ Year-end accounting disclosure
 - Preparation of pension and retiree welfare information for Critical Accounting Policies section of annual 10-K filing
- ⦿ Comprehensive auditor requests including detailed response letters, discussions on assumptions and methods, preparation of non-standard data files, etc.
- ⦿ Responses and additional support to other outside providers (e.g., Pacific Global Advisors)

Valuation Related Services: Other Services

• **Included in Fixed Fee**

- Annual planning meeting and valuation results meeting /conference call
- Status update calls, as needed
- Project management needed to provide services (e.g., weekly internal team meetings)

• **Not Included in Fixed Fee**

- Out-of-pocket expenses
- Consulting/calculations pertaining to:
 - acquisitions/divestitures
 - changes in plan design/union negotiations
 - workforce adjustments
- Demographic experience analysis
- Nondiscrimination testing
- Asset/liability studies or stochastic forecasting
- Executive benefit calculations and related consulting, including FICA tax calculations
- RDS attestations for Medicare Part D subsidy

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 10% 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 2% 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”.

CONFIDENTIAL INFORMATION REDACTED

**PPL Corporation – LG&E and KU Energy LLC
2018 Consulting Services
Scope of Work
October 2017**

Project Name	2018 Consulting Services
Project Category	Retirement
Fees	<p>Estimated Time and Expense fees to be approximately [REDACTED] to [REDACTED]</p> <ul style="list-style-type: none"> • See attached comprehensive fee schedule for additional details. • Actual fees to be based on services needed, and will be detailed on billing exhibit. • Represents [REDACTED] decrease in low end of range, and \$ [REDACTED] decrease in high end of range, compared to 2017 <p>Fixed Fee for 2018 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"> • Fee has been adjusted from prior year using CPI-U (excluding food and energy) for 12 months ended August 2017
Timing	January 2018 through January 2019
<p>Services:</p> <ul style="list-style-type: none"> • Consulting services requested by LKE that are not covered under the 2013 Scope of Work for Actuarial Valuation Related Services for PPL Corporation Subsidiaries LG&E and KU Service Company ("LKS"), Louisville Gas and Electric Company ("LG&E"), Kentucky Utilities Company ("KU") and Western Kentucky Energy Corp. ("WKE") and shall be performed in accordance with such document • Please see attached comprehensive fee schedule for additional details regarding expected services and estimated fee ranges 	
<p>Fees, Invoicing and Payment Terms:</p> <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), Willis 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 Willis 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 Willis Towers Watson's actual costs to budget and discussion of any other bill matters.</p> <p>Should LKE dispute any invoice for any reason, payment on such disputed amount shall be made within 30 days of the dispute resolution.</p> <p>Invoices are due upon receipt. Any charge or portion of a charge outstanding 60 days after the date of the invoice will be subject to a late charge, which you agree to pay, equal to the lesser of 1.0% or the maximum allowed by law for each month that payment remains outstanding, beginning from the date of the invoice.</p>	
<p>Agreement:</p> <p>This agreement documents the Scope of Work agreed between LG&E and KU Energy LLC ("LKE" or "you") and Towers Watson Delaware, Inc. ("Willis Towers Watson", "we" or "us") whereby Willis Towers Watson will provide Services (described below) to LKE. Please review this Scope of Work, and unless you have questions</p>	

**PPL Corporation – LG&E and KU Energy LLC
2018 Consulting Services
Scope of Work
October 2017**

or concerns we need to address, indicate your acceptance by having an appropriate representative of LKE sign the Scope and return it to us.

Willis 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 Willis 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" and the "External Information Security Addendum" signed and dated January 9, 2017 which are both hereby incorporated in this Scope of Work by reference.

**Signed by and on behalf of TOWERS
WATSON DELAWARE INC.**

By: 

Print Name: Royce S. Kosoff, FSA, EA, CFA

Print Title: Senior Consulting Actuary

Date: October 25, 2017

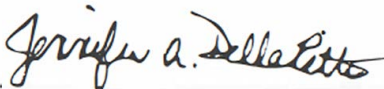
**Accepted and agreed on behalf of
LG&E and KU ENERGY LLC**

By: 

Print Name: Gregory J. Meiman

Print Title: VP - Human Resources

Date: Nov. 17, 2017

By: 

Print Name: Jennifer A. Della Pietra, ASA, EA

Print Title: Senior Consulting Actuary

Date: October 25, 2017

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CONFIDENTIAL INFORMATION REDACTED

Contract No. 10661
Statement of Work # 2018

STATEMENT OF WORK #2018

This **STATEMENT OF WORK #2018** 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. and Mercer Health & Benefits LLC (collectively “**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**”.

1. **DEFINITIONS.** Capitalized terms not expressly defined in this Statement of Work shall have the meaning ascribed to them in the Agreement.
2. **TERM.** This Statement of Work shall be effective from January 1, 2018 through December 31, 2018.
3. **DESCRIPTION OF SERVICES.** Mercer shall provide the Human Capital Services, Retirement Plan Services and Health and Welfare Services (collectively referred to as the “**Services**”) to LG&E and KU as set forth below. From time to time, Mercer may find that additional information may be needed to be provided by the Plan Administrator in order to complete the Services. Mercer will discuss these needs as they may arise, with LG&E and KU including any impact to timing and fees.
 - 3.1 **Human Capital Services.** Mercer shall provide human capital consulting services based on the needs of and as requested by LG&E and KU which shall include, but not be limited to, current program review, program advice and recommendation, job-based market pricing or market practices research/benchmarking (the “**Human Capital Services**”).
 - 3.2 **Retirement Plan Services.** Mercer shall provide retirement plan consulting services based on the needs of and as requested by LG&E and KU which shall include, but not be limited to, current program review and program advice and recommendation (the “**Retirement Plan Services**”).
 - 3.3 **Health and Welfare Services.** Mercer shall provide LG&E and KU the health and welfare plan consulting services as set forth in the chart below (the “**Health and Welfare Services**”).

Projects	Fee Range
Health and welfare benefits strategy	[REDACTED] - [REDACTED]
Annual health and welfare benchmarking	[REDACTED] - [REDACTED]
Health management strategy support	[REDACTED] - [REDACTED]
Medical design, pricing and experience analysis	[REDACTED] - [REDACTED]
Medical renewals and negotiations (include stop loss insurance)	[REDACTED] - [REDACTED]
Dental renewals, consulting and pricing	[REDACTED] - [REDACTED]
Vendor management	[REDACTED] - [REDACTED]
IBNP calculations – active medical and dental and retiree medical	[REDACTED] - [REDACTED]
Audit assistance	[REDACTED] - [REDACTED]
ACA consulting and legislative review	[REDACTED] - [REDACTED]
Task Force meetings	[REDACTED] - [REDACTED]
Other consulting	[REDACTED] - [REDACTED]
[REDACTED]	[REDACTED] - [REDACTED]
[REDACTED]	[REDACTED] - [REDACTED]

CONFIDENTIAL INFORMATION REDACTED

Projects	Fee Range
Union negotiations – health and welfare benefits	████ - █████
Medicare Part D attestation	████ █████
Retiree medical design and funding consulting	████ █████
Post 65 medical plan renewal and consulting	████ █████
Total Benefits Benchmarking Project	████ █████
Total	█ █████ - █████

- a. As part of the Health and Welfare Services, Mercer's stop loss insurance coverage placement responsibilities include the following:
1. Meet with LG&E and KU to develop a stop loss placement strategy that meets stated objectives.
 2. Request and negotiate the terms and conditions of the stop loss insurance renewal from the current insurer and present the insurer's proposed renewal package to LG&E and KU,
 3. If necessary, conduct a stop loss marketing based on a list of stop loss carriers selected by LG&E and KU and its desired terms of coverage.
 4. If necessary, facilitate communication between LG&E and KU's medical and prescription drug vendors and stop loss insurer to establish reporting responsibilities and timing of data required for the purpose of securing stop loss coverage.
 5. Follow up with insurance carrier for timely issuance of policies and contracts.
 6. Review policies and contracts for accuracy and conformity to specifications provided by LG&E and KU in the placement strategy meeting.
 7. Assist LG&E and KU with access to the stop loss insurance marketplace and use Mercer's commercially reasonable efforts to place stop loss policies selected by LG&E and KU on its behalf, if so instructed.
 8. If requested, Mercer shall transmit information and data supplied by LG&E and KU or on its behalf without independently verifying the accuracy, completeness or timeliness of the data to the stop loss insurer.
- b. The following items are limitations on Mercer's marketing of LG&E and KU's Stop Loss Policy:
1. Mercer does not make any representations about an insurer's or MOU's payment or claims denial practices.
 2. Mercer does not warrant in any way that all claims submitted to the stop loss carrier will be approved and ultimately reimbursed.
 3. The terms and conditions of covered claims for the stop loss insurance policy may not fully correlate with the benefits covered under LG&E and KU's benefits program.
 4. Mercer shall use all information and data supplied by LG&E and KU or on its behalf without independently verifying the accuracy, completeness or timeliness of it.
 5. Mercer will not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information and data.
 6. Instructions related to the specified Health and Welfare Benefits Consulting Services will be given to Mercer by Angie Gosman, Jeanne Wright, Amanda Elder or a respective LG&E and KU designee.

4. LG&E and KU Responsibilities.

- 4.1 In order to complete the Services, Mercer will need certain information and documentation. LG&E and KU will timely provide such information, if any, that Mercer may request from time to time, which is required to complete the Services that Mercer has agreed to Perform. If such information is not timely received, the projected timeframe may change.
- 4.2 Should it become necessary, LG&E and KU will direct its carriers/administrators to respond to Mercer's request for information.
- 4.3 LG&E will provide direction with respect to its objectives for its health and welfare plans.
- 4.4 With respect to stop loss coverage placement (if required),
 - a. LG&E and KU will provide all data/information as required to by the stop loss insurer in a timely manner. LG&E is responsible for the accuracy and completeness of such data and information.
 - b. LG&E and KU is responsible for timely submission of claims requests and confirmation that appropriate reimbursements have been issued by the stop loss insurer.
 - c. LG&E and KU is responsible for disclosing all potentially high exposure claims as defined by the stop loss insurer.
 - d. LG&E and KU is responsible for reviewing and executing a confirmation of coverage letter before binding of coverage.
- 4.5 In order to complete work on the recurring Services, Mercer will need certain information and documentation provided annually (unless otherwise noted).
 - a. Information needed for any cost projections, including employee headcount changes, expected wage increases, etc.
 - b. Current plan documents and amendments for all plans.
 - c. Information on any significant events which may impact valuation or administration of the plan.

5. Mercer Responsibilities.


- 5.1 Mercer will assume that the documents and information supplied are accurate and complete. Mercer's responsibilities (and the associated fees) do not include independent verification of required information. Problems with obtaining documents and information may result in delay in the project delivery date. Should delays occur, Mercer will contact LG&E and KU to determine next steps.
- 5.2 From time to time, Mercer may find that additional information may need to be provided by the Plan Administrator in order to complete the recurring services. Mercer will discuss these needs as they may arise, with LG&E and KU, including any impact to timing and fees.
- 5.3 The following LG&E and KU information provided to MERCER under this SOW shall be considered sensitive information for purposes of Section 4(q) of the Agreement:
 - a. information or data that relates to a living or deceased individual who can be identified from that information or data and/or is subject to applicable data protection, privacy or other similar laws ("Personal Information"),
 - b. LG&E and KU employee or contractor health / benefit information that relates to a living or deceased individual who can be identified from that information (including that whose handling is governed under HIPAA regulations),
 - c. LG&E and KU employee pension or 401(k) information that relates to a living or deceased individual who can be identified from that information,
 - d. information describing compensation of any individual employee,

CONFIDENTIAL INFORMATION REDACTED

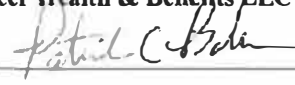
- e. confidential financial information such as that data related to LG&E and KU's financial reporting, and
 - f. information regarding pricing and compensation in bids and proposals reviewed by Mercer as part of consulting services.
6. **Fee Structure.** LG&E and KU shall pay Mercer the fees as set forth below, subject to the budget quoted for each assignment at the time of the request.
- 6.1 LG&E and KU shall pay Mercer up to [REDACTED] for the Human Capital Services.
 - 6.2 LG&E and KU shall pay Mercer up to [REDACTED] for the Retirement Plan Services.
 - 6.3 LG&E and KU shall pay Mercer up to the maximum of the Fee Range for each line-item of Health and Welfare Services as specified in 3.3.
 - 6.4 In addition to such compensation, Mercer may also bill LG&E and KU for necessary travel and other expenses related to the Services. Overnight accommodations will be capped at [REDACTED] per person, per night and mileage will be reimbursed at the then current IRS reimbursable [REDACTED]. All other expense reimbursements will be at actual cost as verified via actual receipts.

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: Gregory J. Meiman
Title: VP - Human Resources
Date: Nov. 17, 2017

Mercer Health & Benefits LLC

By: 
Print Name: Patrick C. Baker
Title: Principal
Date: October 25, 2017

Mercer (US) Inc.

By: 
Print Name: LaCinda Glover
Title: Principal
Date: October 25, 2017

**Statement of Work for
Mercer Health Advantage Oversight Services – Ongoing**

This Statement of Work ("SOW") is by and between Mercer Health & Benefits LLC ("MERCER") and LG&E and KU Energy LLC ("LG&E and KU"). The objective of this Statement of Work ("SOW") is to confirm the scope of MERCER's work and the compensation for this engagement. This SOW is subject to the terms and conditions contained in the Master Consulting Services Agreement by and between Mercer (US) Inc. and LG&E and KU effective as of January 1, 2008 all subsequent amendments and Exhibits B and C thereto (the "Agreement"). For the sake of clarity, this SOW is not subject to the terms and conditions set forth in Exhibit A to the Agreement (except to the extent such Exhibit A establishes the general form of this SOW) and sets forth an SOW additional to the SOW contained in such Exhibit A. All capitalized terms not defined in this SOW shall have the meanings ascribed to them in the Agreement.

Background: Mercer Health Advantage (MHA) is a holistic, intensive care management model available to self-funded employers that was designed by MERCER to close gaps in care and increase member participation and satisfaction. Through MHA, MERCER uses our market leverage to offer a high-intensity model and preferred carrier commitments to clients that are not large enough to support their own custom clinical units.

MHA focuses a multi-disciplinary team of clinicians on helping high risk patients across a broad range of chronic and complex health conditions. Members and their families engaged in MHA build long-term relationships with a nurse who is their single point of contact for health information, coordination of care, and supporting patients in understanding and complying with their doctor's treatment plan.

For LG&E and KU, comprehensive clinical management services will be provided through a dedicated MHA unit run by Anthem Blue Cross and Blue Shield ("Anthem"). MHA will also include enhanced Anthem member services for better support and referrals to other employer programs. As a part of the MHA arrangement MERCER has negotiated with Anthem, Anthem will put fees at risk for achieving operational, clinical and financial outcomes, including claim cost savings and higher quality.

MERCER provides and shall provide oversight as an integral part of MHA throughout the term of this SOW. MERCER will conduct ongoing performance evaluations of Anthem throughout the term of this SOW. Regular client reporting, in coordination with Anthem, and Anthem performance analysis is and shall be provided by MERCER throughout the term of this SOW.

Project Details: Mercer Health Advantage Ongoing Services

1. Project Name: **Mercer Health Advantage (MHA) Ongoing Services (“MHA Ongoing Services”)**
2. Description of MERCER responsibilities:

MHA program-level services	MERCER services specifically for LG&E and KU
<ul style="list-style-type: none"> ▪ Provide ongoing oversight and measurement of the program ▪ Conduct regular meetings with Anthem to discuss performance and incorporate emerging best practices ▪ Conduct renewal process with Anthem for MHA fees and performance guarantees ▪ Management of executive relations, sponsorship and joint program governance with Anthem ▪ Review Anthem performance against performance guarantees at the group level ▪ Conduct on-site clinical assessments and ongoing chart reviews of the MHA Care Management Unit ▪ Conduct annual administrative / operational claim audits at the MHA group level ▪ Conduct quarterly conference calls to: <ul style="list-style-type: none"> – Review year-to-date reporting at the group level – Review aggregate MHA annual performance review report [years 3+] – Identify and discuss product improvements – Discuss client feedback on product expansion – Review marketplace trends 	<ul style="list-style-type: none"> ▪ Provide guidelines to support care management engagement and incentives strategy ▪ Provide MHA program analysis for LG&E and KU Energy’s active health plan members, pre-65 retiree health plan members and these two groups combined on a semi-annual basis. ▪ Conduct annual review meeting to: <ul style="list-style-type: none"> – Analyze plan performance against clinical and financial performance guarantees – Review MHA reporting from Anthem ▪ Assist with escalated vendor issues, systemic claim resolution/employee advocacy issues and other Anthem issues

CONFIDENTIAL INFORMATION REDACTED

3. Description of LG&E and KU responsibilities:
 - Attendance at meetings and conference calls described above
4. Period of time over which work will be performed: January 1, 2018 – December 31, 2020
5. Compensation/fees for Mercer Health Advantage Ongoing Services:

Line(s) of Coverage/Service	Rate of Compensation
Medical	[REDACTED]

LG&E and KU will be billed for Mercer Health Advantage Ongoing Services by Anthem to remit Mercer MHA fees as part of LG&E and KU's monthly ASO invoice from Anthem, based on the MHA PEPM rate above. The Mercer MHA fees are incremental to other ASO fees, both MHA and non-MHA, invoiced and owed to Anthem. Once LG&E and KU remits a payment to Anthem for a Mercer MHA fee as part of LG&E and KU's monthly ASO payment to Anthem, LG&E and KU will have no further liability, responsibility, or obligation to Mercer for that Mercer MHA fee.

Anthem will remit Mercer MHA fees paid by LG&E and KU directly to MERCER. Carrier payment of MHA fees to Mercer by Anthem will be governed by a Single Case Agreement with Anthem.

In the event LG&E and KU terminates the Mercer MHA Ongoing Services, LG&E and KU shall continue to pay the MHA PEPM until the services have been transitioned out of Anthem's MHA unit.

Additional Terms

1. MERCER does not act on behalf of any insurer or other service provider, is not bound to utilize any particular insurer or service provider, and does not have the authority to make binding commitments on behalf of any insurer or service provider. In addition, MERCER does not guarantee or make any representation or warranty that coverage or service can be placed on terms acceptable to you. MERCER is not responsible for the solvency or ability to pay claims of any insurance carrier or for the solvency or ability of any service provider to provide service. Insurance carriers or service providers with which LG&E and KU's other risk or insurance coverage or other business is placed will be deemed acceptable to LG&E and KU, in the absence of contrary instructions from LG&E and KU.
2. LG&E and KU understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to MERCER, an insurer, or other service provider, whether intentional or by error, could result in impairment or voiding of coverage or service. LG&E and KU agrees to review all policies, endorsements and program agreements delivered to LG&E and KU by MERCER and to advise MERCER of anything which LG&E and KU believes is not in accordance with the negotiated coverage and terms within thirty (30) days following receipt.
3. MERCER and its Affiliates serve a wide array of clients, including clients who compete with or whose interests 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. Notwithstanding anything to the contrary in the engagement letter, when providing Services to LG&E and KU pursuant to this SOW, Mercer may use its Affiliates, from time to time, to assist in the performance of such Services.
4. LG&E and KU expressly acknowledges that, with respect to the provision of the Services, MERCER are not, nor are any of MERCER's Affiliates or subcontractors, an "administrator" within the meaning under applicable law, including the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), nor, with respect to the provision of the Services, are MERCER or any of MERCER's Affiliates or subcontractors a "fiduciary" within the meaning under applicable law or ERISA, unless provided otherwise herein or required by applicable law.
5. Title V of the Gramm-Leach-Bliley Act and related state laws and regulations establish limitations on the use and distribution of non-public information collected by financial

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institutions from their customers and consumers. MERCER's insurance-related work qualifies us as a financial institution under this Act. MERCER's Privacy Policy Notice and additional information regarding other compliance policies at MERCER, including MERCER's conflicts of interest policy, are available at www.mercer.com/transparency. At this address you will also find information regarding Marsh & McLennan Companies, Inc. and its subsidiaries' equity interests in certain insurers and contractual arrangements with certain insurers and wholesale brokers.

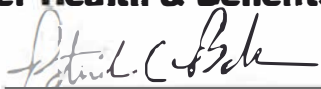
6. MERCER is unable to provide insurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose MERCER or its Affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

[Remainder of this page left blank intentionally]

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Mercer appreciates LG&E and KU's business and looks forward to working with you on this engagement. Please acknowledge LG&E and KU's agreement to the terms contained herein by signing below. Mercer's agreement to the terms contained herein is acknowledged below.

Mercer Health & Benefits LLC

By: 

Name: Patrick C. Baker
(Please Print)

Date: December 1, 2017

Title: Principal

ACCEPTED AND AGREED

LG&E and KU Energy LLC

By: 

Name: Gregory J. Meiman
(Please Print)

Date: January 11, 2018

Title: VP - Human Resources



Section 4: Commission/Fee

Please complete option(s) below:

- Complete Option 1 if Per Capita Rate varies by Lines of Business.
- Complete Option 4 if commission is to be paid on a percent of premium.
- Complete Option 5 if MHA fee applies.
- Complete Option 6 if Mercer Marketplace fee applies.
- Please complete all Lines of Business fields and use N/A if Line of Business does not apply.

1.) Per Capita Commission Rate per Subscriber Per Month (PSPM): Health \$ _____; Dental \$ _____; Vision \$ _____; Life \$ _____,
Other Line of Business: _____ \$ _____; Other Line of Business: _____ \$ _____; or

2.) Per Capita Commission Rate for Administrative Service Only (ASO) Group (PSPM):
Health \$ _____ - _____% Stop Loss = \$ _____ PSPM; Dental \$ _____; Vision \$ _____; Other: _____ \$ _____; or

3.) Flat Commission Rate for ASO Group of \$ _____ Per Month, or

4.) Percent of Premium: Medical: _____% Dental: _____% Vision: _____% Life: _____% Other: _____%

5.) Per Capita MHA Mercer Oversight Fee per Subscriber Per Month (PSPM): \$2.70;

6.) Per Capita Mercer Marketplace Service Fee per Subscriber Per Month (PSPM): \$ _____;

Note: If a Commission split is indicated in Section 3 of this Addendum, then the rate(s) indicated in Section 4 will be split accordingly.



Section 5: Acceptance of Addendum

Any Party may modify or amend this Addendum upon thirty (30) days' written notice to the other Parties. No such modification or amendment will take effect unless agreed to in writing by all of the Parties.

By executing this Addendum below, Mercer attests that all compensation requested by this Addendum has been fully disclosed by Mercer to the Group. Further, by executing this Addendum, the parties agree to the terms hereof.

Anthem Blue Cross and Blue Shield

BY: Denise Tomechko
(Regional Vice President or Regional Sales Director)

BY: Patrick Baker
(Broker 1)

Printed Name: Denise Tomechko

Printed Name: Patrick Baker

Date: 1/12/2018

Date: December 4, 2017

BY: Brian West
(Sales Representative)

BY: _____
(Broker 2)

Printed Name: Brian West

Printed Name: _____

Date: January 11, 2018

Date: _____

I.G.&E and KU Energy, LLC 003329600, through its authorized representative hereby certifies that Patrick Baker is authorized to receive commission as described in Section 4 above.

BY: [Signature]
(Underwriting Approval)

BY: Gregory J. Meiman
(Group Representative)

Printed Name: Dan Catanese

Printed Name: Gregory J. Meiman

Date: 1/11/18

Date: January 11, 2018

Life and Disability products are underwritten by Anthem Life Insurance Company, in Indiana. Anthem Blue Cross and Blue Shield is a trade name of Anthem Insurance Companies, Inc. in Kentucky. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. in Missouri. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in Florida. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in Michigan. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in Minnesota. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in New York. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in North Carolina. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in North Dakota. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in Ohio. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in Oklahoma. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in Oregon. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in Pennsylvania. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in South Carolina. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in South Dakota. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in Tennessee. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in Texas. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in Utah. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in Virginia. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in Washington. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in West Virginia. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in Wisconsin. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Insurance Company, Inc. in Wyoming.



PHARMACY BENEFIT MANAGEMENT COLLECTIVE (PBMC) STATEMENT OF WORK

This Statement of Work 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”.

1. **Definitions.** Capitalized terms not expressly defined in this Statement of Work shall have the meaning ascribed to them in the Agreement.
2. **Term.** This Statement of Work shall be effective from January 1, 2017 through December 31, 2019.
3. **Description of Services.** Mercer shall provide Services set forth below.
 - 3.1 One annual strategic planning meeting with LG&E and KU to:
 - Review the financial performance of the plan.
 - Review plan design opportunities.
 - Clinician review of existing clinical programs.
 - Clinician review of additional clinical program opportunities.
 - 3.2 Annual benchmarking of PBMC financial arrangement against the marketplace and negotiation of annual pricing term improvements as necessary.
 - 3.3 Access to a Mercer clinical pharmacist for technical/clinical questions regarding new therapies, coverage of specific drugs, or other plan management issues.
 - 3.4 E-mail notifications with specific actionable recommendations on topics such as marketplace trends, new therapies entering the marketplace, generic or over-the-counter market entries, and other industry news/marketplace intelligence.
 - 3.5 Vendor management and monitoring of vendor performance versus financial targets and services/performance guarantees, with appropriate action taken where vendor does not meet guarantees.
 - 3.6 Assistance with elevated member service or account service issues, as needed.
 - 3.7 Conduct roundtable meetings or webcasts (no more than two per year) for all collective companies to address pertinent pharmacy marketplace issues.
 - 3.8 Mercer negotiation of the master PBMC contract.
 - 3.9 Review of the LG&E and KU/Express Scripts contract for consistency with PBMC deal terms.
 - 3.10 Oversight and continued support for implementing of new programs and plan design through the contract period.
4. **LG&E and KU Responsibilities.**
 - 4.1 Reasonable access to and guidance from LG&E and KU on pharmacy planning issues.



CONFIDENTIAL INFORMATION REDACTED

4.2 Agreement not to share confidential and proprietary information without Mercer's prior knowledge and consent, including, but not limited to the negotiated pricing terms for the PBMC and the contract with ESI.

5. **Fee Structure.** LG&E and KU shall pay Mercer the fees as set forth below.

Services fee is based on membership in LG&E and KU's self-insured employee health plan:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

"Member" is defined as employee/retiree plus their Dependent(s). Dependent is defined by the LG&E and KU self-insured employee health plan. The service fee will be charged on a monthly basis by the applicable Pharmacy Benefit Manager (PBM), Express Scripts, as an administrative charge and will be disbursed to Mercer in aggregate on a quarterly basis.

Mercer will review fee requirements annually and reserves the right to change this service fee if there is a 10% or greater fluctuation in enrollment for 2018 and 2019. Such fluctuation is determined by comparing enrollment year-over-year as of October 31st. Mercer will provide LG&E and KU with at least thirty (30) days' notice of any such change to the service fees.

Additionally, if the scope of services or staffing requirements changes, the fees may be accordingly adjusted in advance by mutual agreement.

In addition to such compensation, Mercer may also bill LG&E and KU for necessary travel and other expenses related to the Services requested, provided that any travel and other expenses shall be specifically requested and approved in advance by LG&E and KU. Overnight accommodations will be capped at \$[REDACTED] per person, per night and mileage will be reimbursed at the then current IRS reimbursable rate. All other expense reimbursements will be at actual cost as verified via actual receipts.

Additional Terms

1. Collective participation is contingent on LG&E and KU's utilization of Mercer as its Health and Benefits consultant and/or Broker of Record. If LG&E and KU's consulting/brokerage relationship with Mercer terminates and LG&E and KU desires to continue pharmacy benefits services with Express Scripts, LG&E and KU agrees to transition its pharmacy benefits from the collective-negotiated terms/contract with Mercer to a stand-alone contract with Express Scripts within two months of the termination of Parties' consulting/brokerage relationship.
2. The following LG&E and KU information provided to MERCER shall be considered sensitive information for purposes of this SOW:
 - a. information or data that relates to a living or deceased individual who can be identified from that information or data and/or is subject to applicable data protection, privacy or other similar laws ("Personal Information"),



- b. LG&E and KU employee or contractor health / benefit information that relates to a living or deceased individual who can be identified from that information (including that whose handling is governed under HIPAA regulations),
- c. LG&E and KU employee pension or 401(k) information that relates to a living or deceased individual who can be identified from that information,
- d. Information describing compensation of any individual employee,
- e. Confidential financial information such as that data related to LG&E and KU's financial reporting, and
- f. Information regarding pricing and compensation in bids and proposals reviewed by Mercer as part of consulting services.

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IN WITNESS WHEREOF, the parties have entered into this Statement of Work as of the date written above.

Mercer Health & Benefits LLC

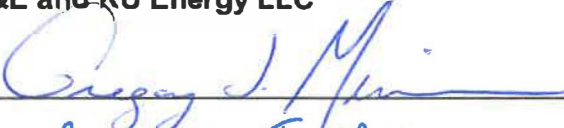
By: 

Name: Joana Nassa

Date: 6/28/2017

Title: Principal

**ACCEPTED AND AGREED
LG&E and KU Energy LLC**

By: 

Name: Gregory J. Meiman

Date: July 7, 2017

Title: Vice President, Human Resources

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 32020
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

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- 1.3 **Review of Modified or Amended QDROs.** Contractor shall review any and all amended QDROs sent on behalf of the same plan participant to correct any deficiencies found in previous draft QDROs.
 - 1.4 **Correspondence.** Contractor shall conduct all required oral and/or written correspondence with the parties and their legal representative.
 - 1.5 **QDRO Interpretation Letters.** Once a QDRO has been deemed qualified, Contractor shall send a QDRO interpretation letter along with the approval letter to all parties outlining the terms of the QDRO with respect to all of the rights and entitlements of the alternate payee. This also shall provide the parties with their federal BRISA appeal rights.
 - 1.6 **Prepare Customized QDRO Manual.** Contractor shall prepare and distribute to the Plan Administrator a comprehensive QDRO manual that defines COMPANY's specific plans and procedures. The manual shall document all QDRO administrative procedures, update model QDROs and instructions, address all default procedures including the segregation of plan benefits, the effect of nunc pro tunc (retroactive) QDROs, the obligations of the plan administrator, alternate payee and participant. It will also include model QDROs and instructions. The documentation referred to in this section shall be prepared in consultation of the Plan Administrator and updated accordingly as needed.
2. **The term of this Contract will begin on March 21, 2013, and end on March 20, 2016.** Company has the right to terminate this Contract at any time with or without cause. Company will be responsible only for Services performed prior to termination.
 3. **Payment for Services, due and payable after the administrative process has been initiated, will be based on a unit rate basis as described below.**
 - 3.1 **One Time Fee per QDRO** [REDACTED]
Maximum Payment for Multiple QDROs in same case [REDACTED]
 - 3.1.2 **Those 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.

Mail or deliver the original invoice to:

**Attn: Pat Ennis, 16th Floor –
LG&E and KU Energy LLC
Benefits
220 West Main Street
Louisville, KY 40202**

4. You are an independent Contractor and not an employee of Company or any of its subsidiaries or affiliates.
5. **Standard of Care.** You shall perform the Services under the agreement with the skill, prudence and diligence that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.
6. The Administrative Services Agreement ("ASA") is hereby incorporated by reference herein and thereby made a part of this Contract. In the event of a conflict between the terms and conditions set forth in the ASA and those set forth in any other portion of this Contract, the terms and conditions of the ASA shall control.

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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)

ADMINISTRATIVE SERVICES AGREEMENT

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. (list state of entity's organization and entity type, such as "Kentucky corporation" or "Kentucky limited liability company", etc.).

WHEREAS, Contractor desires the opportunity to perform Administrative And/Or Professional Non-Engineering Related Services to Company and/or its Affiliates from time to time, and Company desires the opportunity to engage Contractor to provide such Administrative And/Or Professional Non-Engineering Related Services, evaluations and/or recommendations;

WHEREAS, the Administrative And/Or Professional Non-Engineering Related Services to be rendered by Contractor, as defined in Article 1.01, do not constitute any engineering services, electrical reliability studies, surveys and/or environmentally related services (if engineering services, electrical reliability studies, surveys and/or environmentally professional services should ever be rendered by Contractor to Company, or if Contractor should ever provide any goods and/or render any engineering related and/or construction services to the Company pursuant to any Contract, Statement of Work and/or Purchase Order (or any change orders related thereto), Contractor must then enter into Company's standard "General Services Agreement"; provided, however, that nothing in this Agreement shall preclude Contractor from rendering other types of professional and/or business administrative types of services (i.e., accounting, medical, legal, etc.) which do not constitute engineering services, electrical reliability studies, surveys and/or environmentally related services; and

WHEREAS, the parties intend that this Agreement sets forth the exclusive set of terms and conditions which shall govern the performance of the Work by Contractor for Company should Company engage Contractor to provide Work.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating the above stated recitals, the parties do agree as follows:

ARTICLE 1 DEFINITIONS

- 1.01 Administrative And/Or Professional Non-Engineering Related Services: "Administrative And/Or Professional Non-Engineering Related Services" shall mean any types of professional and/or business administrative types of services (i.e., accounting, medical, legal, etc.) which do not constitute professional engineering services, electrical reliability studies, surveys and/or environmentally related services.
- 1.02 Affiliate: "Affiliate" shall mean any entity which, from time to time, in whole or in part, and directly or indirectly, controls, is controlled by, or under common control with LG&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&B and KU Services Company:** "LG&B and KU Services Company" shall mean LG&B and KU Services Company, a Kentucky corporation.
- 1.10 **Purchase Order:** Company may, at its discretion, issue its own "Purchase Order Standard Terms and Conditions" and/or "Contractor's Purchase Agreement" (collectively, the "Purchase Order"), comprising part of the Contract and/or incorporating the Statements of Work, that may supplement, but not contradict this Agreement unless otherwise expressly provided by Company.
- 1.11 **Statements of Work:** "Statements of Work", if any shall comprise, in part, the Contract including specifications, instructions, drawings, schedules, scopes and/or descriptions of Work.
- 1.12 **Work:** "Work" shall include those Administrative And/OR Professional Non-Engineering Related Services set forth in any instructions, specifications, schedules, Contract, Statement(s) of Work and/or Purchase Order(s) as mutually executed by the parties.

ARTICLE 2 SCOPE OF AGREEMENT

Unless otherwise agreed in a writing executed by each of the parties (i.e., the Contract) which evidences a clear intention to supersede this Agreement, the parties intend that this Agreement apply to all transactions which may occur between Company and Contractor during the term of this Agreement. Company makes no commitment to Contractor as to the exclusiveness of this relationship or as to the volume and/or quantities (per unit or otherwise), if any, of business Company will perform with Contractor. Such Contract for the provision of Work under this Agreement shall be reflected by (a) each of the parties executing a mutually acceptable schedule to this Agreement or (b) Company providing a Purchase Order and/or engagement

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letter and/or Statement of Work to Contractor and Contractor accepting such Purchase Order; engagement letter and/or Statement of Work (including by commencing performance pursuant to such Purchase Order). In the event Company provides a Purchase Order, engagement letter and/or Statement of Work to Contractor and Contractor commences performance thereon, Contractor hereby agrees to the formation of a binding agreement as described in the Purchase Order upon Contractor's commencement of performance, waives any argument that it might otherwise have under Applicable Laws that the Purchase Order and/or Statement of Work should have been executed by each of the parties to be enforceable and further agrees to not contest the enforceability of such Purchase Order, engagement letter and/or Statement of Work on those grounds, and agrees to not contest the admissibility of Company's records related to such Purchase Order that are kept in the ordinary course by Company. In addition, in no event shall the terms and conditions of any proposal, Purchase Order 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 compiled, and shall at all times during the term of this Agreement, comply in all respects with all laws, rules and regulations relating to the employment authorization of employees including, but not limited to, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, whereby Contractor certifies to Company that Contractor has (a) properly maintained, and shall at all times during the term of this Agreement properly maintain all records required by Immigration and Customs Enforcement, such as the completion and maintenance of the Form I-9 for each of Contractor's employees; (b) that Contractor maintains and follows an established policy to verify the employment authorization of its employees; (c) that Contractor has verified the identity and employment eligibility of all employees in compliance with all applicable laws; and (d) that Contractor is without knowledge of any fact that would render any employee or

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subcontractor of Contractor ineligible to legally work in the United States. Contractor further acknowledges, agrees and warrants that all of its subcontractors will be required to agree to 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 (c), 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 therefore, 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(a) of the Bankruptcy Code or some successor law gives Contractor as debtor-in-possession the right to either accept or reject this Agreement, then Contractor agrees to file an appropriate motion with the Bankruptcy Court to either accept or reject this Agreement within twenty (20) days of the entry of the Order for Relief in the bankruptcy proceeding. Contractor and Company acknowledge and agree that said twenty (20) day period is reasonable under the circumstances. Contractor and Company also agree that if Company has not received notice that Contractor has filed a motion with the Bankruptcy Court to accept or reject this Agreement within said twenty (20) day period, then Company may file a motion with the Bankruptcy Court asking that this Agreement be accepted or rejected, and Contractor shall not oppose such motion.

18.03 Effect of Termination for Contractor's Breach: The expenses of completing the Work in excess of the unpaid portion of the Contract Price, together with any damages suffered by Company, shall be paid by Contractor, and Company shall have the right to set off such amounts from amounts due to Contractor. Company shall not be required to obtain the lowest figures for completing the Work but may make such expenditures as in its sole judgment shall best accomplish such completion.

18.04 Termination for Company's Convenience: Company may terminate this Agreement in whole or in part for its own convenience by fifteen (15) days' written notice at any time, with or without cause. In such event, Company shall pay Contractor all actual direct labor costs incurred on the Work prior to such notice, plus any reasonable unavoidable cancellation costs which Contractor may incur as a result of such termination.

ARTICLE 19 PUBLICITY

Contractor shall not issue news releases, publicize or issue advertising pertaining to the Work or this Agreement without first obtaining the written approval of Company.

ARTICLE 20 CONFIDENTIAL INFORMATION

All information relating to the Work or the business of Company, including, but not limited to, drawings and specifications relating to the Work, shall be held in confidence by Contractor and shall not be used by Contractor for any purpose other than for the performance of the Work or as authorized in writing by Company. All drawings, specifications, or documents furnished by Company to Contractor or developed in connection with the Work shall either be destroyed or returned to Company (including any copies thereof) upon request at any time.

ARTICLE 21 INCIDENTAL/CONSEQUENTIAL DAMAGES

Other than with respect to a force majeure as provided in Article 5 and Contractor's compliance therewith, Company expressly reserves its right to seek all incidental and/or consequential damages that may arise from the scope of Work of Contractor's performance and/or non-

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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.

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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 COMPANY
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: *Mark W. [Signature]*
TITLE: *Manager, Corporate Relations*
DATE: *1/21/2016*

QDRO CONSULTANTS COMPANY

BY: *[Signature]*
TITLE: *Director of Corporate Services*
DATE: *1/6/2016*