

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF LOUISVILLE GAS AND)	
ELECTRIC COMPANY FOR AN ORDER)	CASE NO. 2020-00110
AUTHORIZING THE ISSUANCE OF)	
INDEBTEDNESS)	

VERIFIED APPLICATION

Louisville Gas and Electric Company (“LG&E” or “the Company”), hereby requests, pursuant to KRS 278.300 and 807 KAR 5:001, Section 18, that the Commission authorize LG&E to incur debt not to exceed the aggregate amount of \$400,000,000 in the form of First Mortgage Bonds, unsecured bonds, direct bank term loans, or any combination of these forms of indebtedness. LG&E also requests authority to increase its existing \$500,000,000 revolving line of credit or add one or more additional revolving lines of credit in the amount of \$250,000,000, bringing the total authority up to \$750,000,000. LG&E further requests that the Commission amend and extend LG&E’s existing authority to allow LG&E to exercise extensions of its existing or any new multi-year revolving credit line(s) in 2020 and 2021 to extend the credit facility maturity date(s) to up to five years from the effective date of the amendment.

The proceeds of the indebtedness will be used to repay existing short-term debt, to replace diminished cash flows associated with anticipated arrearages, bad debt, and other related costs resulting from the COVID-19 global pandemic, and for general corporate purposes. LG&E requests the Commission enter an order on or before June 2, 2020¹ to facilitate the timely issuance

¹ LG&E’s request for an order by June 2, 2020 is the expiration of the 60-day review period prescribed in KRS 278.300(2).

of indebtedness in June 2020.² In support of this Application, LG&E states as follows:

1. The Company's full name is Louisville Gas and Electric Company. The post office address of the Company is 220 West Main Street, Post Office Box 32010, Louisville, KY 40202. LG&E was incorporated in Kentucky on July 2, 1913, and attests that it is in good corporate standing. LG&E can be reached at the email addresses of the counsel listed below.

2. Copies of all orders, pleadings, and other communications related to this proceeding should be directed to:

Daniel K. Arbough
Treasurer
Louisville Gas and Electric Company
220 West Main Street
Louisville, Kentucky 40202
dan.arbough@lge-ku.com

Robert Conroy
Vice President, State Regulation and Rates
Louisville Gas and Electric Company
220 West Main Street
Louisville, Kentucky 40202
robert.conroy@lge-ku.com

Allyson K. Sturgeon, Managing Senior Counsel – Regulatory and Transactions
Sara Judd, Senior Corporate Attorney
LG&E and KU Services Company
220 West Main Street
Louisville, Kentucky 40202
allyson.sturgeon@lge-ku.com
sara.judd@lge-ku.com

² Securities law compliance and market participant practices generally limit the public sale or repurchase of securities by issuers or their representatives during a "blackout period" each quarter during the month prior to the publication of new quarterly or annual financial information. Much of July and early August is thus unlikely to be available for market transactions.

Kendrick R. Riggs
Stoll Keenon Ogden PLLC
500 West Jefferson Street
Suite 2000
Louisville, Kentucky 40202-2828
kendrick.riggs@skofirm.com

3. LG&E is a public utility as defined by KRS 278.010(3)(a) and (b), engaged in the electric and gas business. It generates and purchases electricity, and distributes and sells electricity at retail in nine Kentucky Counties³ to approximately 418,000 customers. LG&E also purchases, stores, and transports natural gas and distributes and sells natural gas at retail in seventeen Kentucky Counties⁴ to approximately 329,000 customers. A description of LG&E's properties is set out in Exhibit 1 to this Application.

COVID-19 IMPACTS TO AVAILABLE FINANCING

4. In December 2019, a novel coronavirus known as COVID-19 was first detected in Wuhan, China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. On March 11, 2020, the World Health Organization classified the COVID-19 outbreak as a pandemic.⁵ The ongoing public health emergency related to the spread of COVID-19 has resulted in declarations of emergency being issued at both the state and federal levels.⁶ In an effort to stop the spread of COVID-19, many offices and public places in Kentucky and throughout the

³ Jefferson, Bullitt, Hardin, Henry, Meade, Oldham, Shelby, Spencer, and Trimble.

⁴ Jefferson, Barren, Bullitt, Green, Hardin, Hart, Henry, Larue, Marion, Meade, Metcalfe, Nelson, Oldham, Shelby, Spencer, Trimble, and Washington.

⁵ World Health Organization, *WHO Director-General's opening remarks at the media briefing on COVID-19*, Mar. 11, 2020, available at <https://www.who.int/dg/speeches/detail/who-director-general-s-opening-remarks-at-the-media-briefing-on-covid-19---11-march-2020>.

⁶ Executive Order No. 2020-215, Declaration of a State of Emergency, issued Mar. 6, 2020, by Gov. Andy Beshear; Proclamation 9994, Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak, issued Mar. 13, 2020, by President Donald J. Trump.

country,⁷ including courthouses and county clerk offices,⁸ have closed, eliminated in-person transactions, or otherwise implemented delayed or reduced service times and processes.

5. The issuance of First Mortgage Bonds has become administratively and legally problematic for the foreseeable future due to the closing of courthouses and County Clerk offices from the COVID-19 pandemic. When issuing First Mortgage Bonds, LG&E is required to record supplemental indenture documents to perfect the lien once pricing occurs but before the transaction is closed and funds are provided.⁹ Bond investors typically require this to be done within five business days. Given the closures related to COVID-19, LG&E cannot ensure at the present time that the supplemental indentures would be lodged for record within the prescribed number of days and thus cannot ensure that the bonds would be secured as required by law and thus be issued

⁷ See, e.g., Executive Order Number Fifty-Three (2020), Temporary Restrictions on Restaurants, Recreational, Entertainment, Gatherings, Non-Essential Retail Businesses, and Closure of K-12 Schools Due to Novel Coronavirus (COVID-19), issued Mar. 23, 2020, by Virginia Gov. Ralph S. Northam; Executive Order 20-08 for Directive for Hoosiers to Stay at Home, issued Mar. 23, 2020, by Indiana Gov. Eric J. Holcomb; Executive Order 2020-10, Executive Order to Expand Telehealth Services and Protect Health Care Providers in Response to COVID-19 (COVID-19 Executive Order No. 8), issued Mar. 20, 2020, by Illinois Gov. JB Pritzker; Executive Order No. 7H, Protection of Public Health and Safety During COVID-19 Pandemic and Response – Restrictions on Workplaces for Non-Essential Businesses, Coordinated Response Effort, issued Mar. 20, 2020, by Connecticut Gov. Ned Lamont.

⁸ Supreme Court of Kentucky Order 2020-08, Kentucky Court of Justice Response to COVID-19 Emergency, issued Mar. 13, 2020, by Chief Justice John Minton, Jr.

⁹ KRS 382.330.

If a deed of trust or mortgage is made to a trustee or to a mortgagee to secure the payment of bonds or other obligations to be issued thereafter, the grantor in the deed of trust or the mortgagor in the mortgage, **when or before such additional bonds or other obligations are issued, shall cause to be recorded in the office of the county clerk of the county in which such deed of trust or mortgage was first recorded, a statement by the grantor or the mortgagor acknowledged as deeds are required to be acknowledged, setting forth the amount, the date, the maturity and the description of such additional obligations, and until such statement is so lodged for record no such bonds or other obligations shall be issued by the grantor or the mortgagor or certified by the trustee.**

(emphasis added).

timely. The Secretary of State has recognized that recordings may take two weeks under the present circumstances.¹⁰

6. In response to the COVID-19 outbreak and the economic hardship it has caused residents and businesses in Kentucky, the Commission promptly initiated a case to address the pressing issues related to utility service arising across the state.¹¹ In its March 16, 2020 Order, the Commission ordered utilities to suspend disconnections due to non-payment and waive the assessment of late payment fees for at least the next 30 days and until further notice from the Commission.¹²

7. In addition to the Commission's emergency COVID-19 order, LG&E and its sister company Kentucky Utilities Company ("KU") separately announced the suspension of disconnections for residential and business customers and the waiver of new late fees until at least May 1, 2020.¹³ LG&E expects to incur large amounts of arrearages and resulting bad debts during this period and beyond May 1, 2020, which may significantly limit the Company's cash flow. A credit agency has recognized that the expected bad debt expense increase may lead to a weakening of credit measures.¹⁴ In order to improve the Company's liquidity position, LG&E expects the need to finance these arrearages and bad debts.

¹⁰ Office of the Secretary of State Michael G. Adams, Letter to County Clerks & Deputies, Mar. 25, 2020, available at <https://www.kybanks.com/kba-files/pdf/comleg/COVID19-Secretary-of-State-Letter-to-Clerks.pdf> ("It is our understanding that some clerks are accepting filings through online recording, "drive-throughs," or drop boxes, but that some offices are only accepting mailed-in documents and that actual recording may take up to two weeks."). While the Secretary of State has suggested County Clerks record documents in a more timely manner, he cannot mandate County Clerks do so.

¹¹ *Electronic Emergency Docket Related to the Novel Coronavirus COVID-19*, Case No. 2020-00085.

¹² *Id.*, Order at 3 (Ky. PSC Mar. 16, 2020).

¹³ How we're helping our customers and the community, LG&E and KU, <https://lge-ku.com/covid-19/community> (last visited Mar. 24, 2020).

¹⁴ S&P Global Ratings, *COVID-19: The Outlook for North American Regulated Utilities Turns Negative*, April 2, 2020, available at <https://www.spglobal.com/ratings/en/research/articles/200402-covid-19-the-outlook-for-north-american-regulated-utilities-turns-negative-11415155>.

8. LG&E currently maintains a revolving line of credit totaling \$500,000,000.¹⁵ As of March 31, 2020, LG&E has borrowed \$100,000,000 of that \$500,000,000 and reserved the following amounts for other obligations: \$59,328,000 of commercial paper, \$20,565,000 of money pool loans from Kentucky Utilities, and \$147,500,000 of tax-exempt bonds that can be put back to the Company on any interest payment date. The remaining \$172,607,000 is available to fund the cash needs of the Company. This line of credit is not sufficient to allow the Company to meet its anticipated financing needs and provide the necessary flexibility for unanticipated COVID-19 related costs. Therefore, the Company desires to have the ability to access the long-term debt market in some fashion.

9. To repay existing short-term debt, and improve the Company's liquidity position due to the Company's suspension of disconnections and waiver of late charges and market conditions, LG&E requests an Order approving the following financing request by June 2, 2020.

FINANCING REQUEST

10. Due to the great market uncertainty and volatility caused by the COVID-19 pandemic, the Company requests authority to issue in 2020 or 2021 (a) up to \$400,000,000 aggregate principal amount of indebtedness in the form of one or more series of First Mortgage Bonds, and (b) up to \$400,000,000 aggregate principal amount of indebtedness in the form of one or more series of privately placed or publicly issued, unsecured, intermediate term bonds or notes, including direct bank term loans ("Intermediate Term Financings"). The First Mortgage Bonds requested herein and the Intermediate Term Financings are proposed in substitute of each other or in combination, so that the aggregate principal amount outstanding of the requested financing

¹⁵ LG&E received authority to increase its multi-year revolving line of credit to \$500,000,000 in Case No. 2012-00233. *Application of Louisville Gas and Electric Company for an Order Authorizing the Issuance of Securities and Assumption of Obligations*, Case No. 2012-00233, Order (Ky. PSC Aug. 2, 2012).

options at any one time will not exceed \$400,000,000. LG&E will continue pursuing the most prudent and reasonable least cost financing option, or combination thereof, available at the time of the Company’s decision under the current circumstances. LG&E is also requesting authority to increase the size of its existing revolving line of credit or enter into new revolving lines in a total of up to \$250,000,000, and to extend its existing or new revolving line(s) of credit for a five-year term from the amendment date during 2020 and 2021.

11. The increases to LG&E’s long-term debt and short-term debt requested in this Application and existing authority for indebtedness as it relates to this Application are summarized in the following table:

	Amount Authorized	Requested Increase	Type of Debt	Total Amount
Long-Term Debt	N/A ¹⁶	\$400,000,000	First Mortgage Bonds and Intermediate Term Financings	\$400,000,000
Short-Term Debt	\$500,000,000 ¹⁷	\$250,000,000	Revolving Credit Line(s)	\$750,000,000

First Mortgage Bonds/Intermediate Term Financings

12. The Company’s Mortgage Indenture (the “Indenture”) authorizes it to issue, from time to time, first mortgage bonds of one or more series, with each series having such date, maturity date(s), interest rate(s), and other terms as may be established by a supplemental indenture executed by the Company in connection with such series. All bonds issued under the Indenture are required to be equally and ratably secured by a first mortgage lien, subject to permitted encumbrances and exclusions, on substantially all of the Company’s permanently fixed properties

¹⁶ LG&E is requesting authority for new long-term debt in this Application.

¹⁷ LG&E received authority to increase its revolving credit facility to \$500,000,000 in Case No. 2012-00233. *Application of Louisville Gas and Electric Company for an Order Authorizing the Issuance of Securities and Assumption of Obligations*, Case No. 2012-00233, Order (Ky. PSC Aug. 2, 2012).

in Kentucky. A copy of the form of the Indenture has been previously filed with the Commission in Case No. 2015-00138.¹⁸

13. If the Company decides to issue First Mortgage Bonds in any amount up to an aggregate principal amount of \$400,000,000 in 2020 or 2021, the First Mortgage Bonds of each series would be issued and secured by the Indenture as to be further supplemented and amended by a supplemental indenture creating the bonds of such series. Such supplemental indenture would set forth the terms and provisions of such series, including without limitation, the maturity date(s), interest rate(s), redemption provisions, and other applicable terms. The price, maturity date(s), interest rate(s), and the redemption provisions, and other terms and provisions of each series of First Mortgage Bonds (including, if all or a portion of the First Mortgage Bonds bear a variable rate of interest, the method for determining the interest rates), would be determined on the basis of negotiations among LG&E and the underwriters, agents, or other purchasers of such First Mortgage Bonds. The amount of compensation to be paid to underwriters or agents for their services would not exceed one percent (1%) of the principal amount of the First Mortgage Bonds of the series to be sold. Based upon past experience with similar financings, LG&E estimates that issuance costs, excluding underwriting fees, would be approximately \$1 million.

14. To the extent LG&E can issue First Mortgage Bonds that are the lowest cost source of funds available to the Company, LG&E will continue to evaluate the availability of this funding source. LG&E is requesting authority for the Intermediate Term Financings in addition to the First Mortgage Bonds to provide flexibility under the current volatile market conditions, and to

¹⁸ *Application of Louisville Gas and Electric Company for an Order Amending and Extending Existing Authority with Respect to Revolving Line of Credit*, Case No. 2015-00138, filed May 11, 2015.

ensure the Company can timely issue debt while obtaining the most favorable pricing under the existing circumstances.

15. If the Company decides to issue Intermediate Term Financings in any amount up to an aggregate principal amount of \$400,000,000 in 2020 or 2021, the provisions of the bonds or loans, including interest rate(s), maturity date(s), expenses, and other applicable terms, will be governed by the agreements between LG&E and the lenders. The commercial terms, excluding pricing, fees, or interest rates, for bank term loans are expected to be very similar to the commercial terms for the existing revolving line of credit except that funds once repaid may not be re-borrowed. The other forms of Intermediate Term Financings would likely be done using one or more new indentures as a method to establish the terms of the indebtedness.

Revolving Line of Credit

16. LG&E requests authority to increase the amount of its multi-year revolving line of credit by up to an additional \$250,000,000 or, in the alternative, to enter into similar additional credit facilities not to exceed that amount. LG&E received authority to increase its multi-year revolving line of credit to \$500,000,000 in Case No. 2012-00233.¹⁹ The revolving line of credit provides LG&E with the opportunity to request that the maximum debt allowed under the credit facility be increased by an aggregate of \$250,000,000. While the lenders are not obligated to increase the limit under the revolving line of credit, LG&E believes that it is likely that many of the lenders will agree to do so. However, in the event that the current lenders are unable or unwilling to increase the credit limit, LG&E proposes to obtain one or more additional revolving credit facilities in the amount of \$250,000,000. LG&E anticipates that any new, additional

¹⁹ *Application of Louisville Gas and Electric Company for an Order Authorizing the Issuance of Securities and Assumption of Obligations*, Case No. 2012-00233, Order (Ky. PSC Aug. 2, 2012).

revolving credit facilities would be on similar terms as its current revolving line of credit, excluding pricing, fees, and interest rates.

17. The additional credit under the revolving credit facility or facilities would be available for the same purposes for which existing credit is currently available. Loan proceeds could be used to provide short-term financing for LG&E's general corporate funding needs and to provide new or expanded liquidity or credit support for LG&E's other debt.

18. LG&E also requests the Commission authorize LG&E, during 2020 and 2021, to extend the termination date of the existing revolving credit facility or any new credit facility to five years from the date of amendment. By Order dated December 3, 2018, in Case No. 2018-00335, the Commission authorized LG&E to extend the term of its existing revolving credit line for a five-year term in 2019 and 2020.²⁰ On March 8, 2019, LG&E extended the Credit Agreement from January 26, 2023 to January 26, 2024.²¹ Extending the current revolving credit facilities will allow LG&E to continue to obtain favorable short-term debt costs while avoiding higher commitment fees and related transaction costs expected in the future. This would provide LG&E with flexibility to further optimize its short-term debt for its customers. If the Commission grants the authority, LG&E will provide notice of each extension to the Commission within thirty days of execution.

19. Under the current agreements, LG&E must notify the revolving credit service providers of its intent to extend the current lines. As such, LG&E requests authority to amend its existing Credit Agreement to effectuate the extension, and also requests authority to amend and restate the Credit Agreement, if necessary. Although LG&E expects that all credit service

²⁰ *Electronic Application of Louisville Gas and Electric Company for (1) An Order Authorizing the Issuance of Securities and Assumption of Obligations and (2) An Order Amending and Extending Existing Authority with Respect to Revolving Line of Credit*, Case No. 2018-00335, Order (Ky. PSC Dec. 3, 2018).

²¹ See March 14, 2019 filing in Case No. 2018-00335.

providers will agree to extend the credit facility at the current individual or aggregate participation levels, LG&E also requests alternatively to enter into separate or individual revolving credit lines to replace any non-extended portion of the credit facility, up to the maximum total aggregate sizes, dates, and terms described further herein.

20. The extended credit facilities are expected to be on similar terms as LG&E's existing revolving credit and would be available for the same purposes for which revolving credit is currently available and the purposes described in this Application.

Required Financing Information

21. Exhibit 2 to this Application contains the financial exhibit required by 807 KAR 5:001, Section 18(2)(a), as described by 807 KAR 5:001, Section 12. It also contains information required by 807 KAR 5:001, Section 18(2)(b).

22. Copies of LG&E's mortgages were filed with the Commission in Case No. 2015-00138,²² and the most recently executed supplemental indenture is attached as Exhibit 3.

23. No contracts have been made for the disposition of any of the securities which LG&E proposes to issue, or for the proceeds of such sale.

24. A certified copy of LG&E's Board of Directors resolution authorizing the financing of arrearages, bad debt expenses, and other general corporate purposes, as discussed in this Application will be filed as soon as it is available.

25. Other requirements of the Commission's regulations regarding this Application, 807 KAR 5:001, Section 18, including (l)(c) regarding the amount and kind of notes, etc., (l)(d) regarding the use to be made of the proceeds, (1)(e) regarding the intended use of the proceeds,

²² The copy was filed with the Commission on May 11, 2015.

and (1)(f) regarding the obligations being refunded have been supplied in the preceding paragraphs of this Application.

WHEREFORE, Louisville Gas and Electric Company respectfully asks the Commission to enter an order on or before June 2, 2020 authorizing LG&E to do the following:

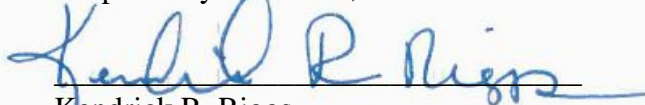
(1) Incur debt in 2020 or 2021 not to exceed the aggregate amount of \$400,000,000 in the form of First Mortgage Bonds, Intermediate Term Financings, or a combination thereof;

(2) Increase the Company's existing revolving line of credit or add one or more additional revolving lines of credit in 2020 or 2021 in the aggregate amount of \$250,000,000, for a total of up to \$750,000,000; and

(3) Exercise extensions of its existing or any new multi-year revolving credit lines in 2020 and 2021 to extend the credit facility maturity date to up to five years from the effective date of the amendment.

Dated: April 3, 2020

Respectfully submitted,




Kendrick R. Riggs
Stoll Keenon Ogden PLLC
500 West Jefferson Street, Suite 2000
Louisville, Kentucky 40202
Telephone: (502) 333-6000
Fax: (502) 627-8722
kendrick.riggs@skofirm.com

Allyson K. Sturgeon
Managing Senior Counsel
Regulatory and Transactions
Sara V. Judd, Senior Corporate Attorney
LG&E and KU Services Company
220 West Main Street
Louisville, Kentucky 40202
allyson.sturgeon@lge-ku.com
sara.judd@lge-ku.com

Counsel for Louisville Gas and Electric Company

CERTIFICATE OF COMPLIANCE

In accordance with 807 KAR 5:001 Section 8(7) and the Commission's March 16, 2020 Order in Case No. 2020-00085, this is to certify that Louisville Gas and Electric Company's electronic filing was transmitted to the Commission on April 3, 2020; that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding; and that a physical copy of the filing will be submitted to the Commission once the State of Emergency has ceased.

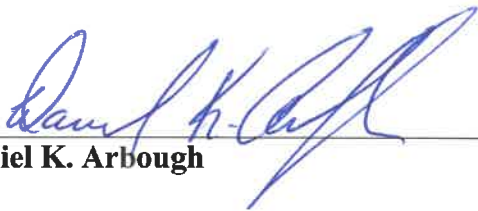


Gerald R. Rieps
Counsel for Louisville Gas and Electric Company

VERIFICATION

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The undersigned, **Daniel K. Arbough**, being duly sworn, deposes and says that he is the Treasurer for Louisville Gas and Electric Company and an employee of LG&E and KU Services Company, that he has personal knowledge of the matters set forth in the foregoing Application and that the material contained therein is true and correct to the best of his information, knowledge, and belief.



Daniel K. Arbough

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 2nd day of April, 2020.

 (SEAL)

Notary Public

Notary Public, ID No. 003967

My Commission Expires: 7/11/2022

LOUISVILLE GAS AND ELECTRIC COMPANY

(807 KAR 5:001, SEC. 18(1)(b))

A DESCRIPTION OF APPLICANT'S PROPERTY,
INCLUDING A STATEMENT OF THE NET ORIGINAL
COST OF THE PROPERTY AND THE COST THEREOF
TO APPLICANT

February 29, 2020

The applicant's generating, transmission and distribution systems described herein are calculated annually. As of December 31, 2019, the applicant had ownership in 6 and operated 6 coal fired steam electric generating units having a total capacity of 1,939 Mw; owned and operated a hydroelectric generating station having a total capacity of 64 Mw; had ownership in a solar powered generating station having a total capacity of 3 Mw; and had ownership in 14 and operated 4 gas/oil peaking units having a total capacity of 780 Mw.

The applicant's owned electric transmission system included 45 substations (31 of which are shared with the distribution system) with a total capacity of 8 million kVA and 669 pole miles of lines. The electric distribution system 96 substations (31 of which are shared with the transmission system) with a total capacity of 5 million kVA, 3,884 circuit miles of overhead lines and 2,660 underground cable miles.

The applicant's natural gas transmission system includes 4,384 miles of gas distribution mains and 371 miles of gas transmission mains, consisting of 234 miles of gas transmission pipeline, 117 miles of gas transmission storage lines, 20 miles of gas combustion turbine lines and one mile of gas transmission pipeline in regulator facilities. Five underground natural gas storage fields, with a total working natural gas capacity of approximately 15 Bcf, are used in providing natural gas service to ultimate consumers.

Other properties include office buildings, service centers, warehouses, garages and other structures and equipment.

The net original cost of the property and cost thereof to the applicant at February 29, 2020:

	<u>Electric</u>	<u>Gas</u>	<u>Common</u>	<u>Total</u>
Original Cost	\$ 6,224,219,606	\$ 1,402,695,782	\$ 281,898,968	\$ 7,908,814,356
Less Reserve for Depreciation	<u>1,659,233,867</u>	<u>287,089,560</u>	<u>115,715,747</u>	<u>2,062,039,174</u>
Net Original Cost	4,564,985,739	1,115,606,222	166,183,221	5,846,775,182
Allocation of Common To Electric and Gas	<u>114,666,422</u>	<u>51,516,799</u>	<u>(166,183,221)</u>	<u>-</u>
Total	<u>\$ 4,679,652,161</u>	<u>\$ 1,167,123,021</u>	<u>\$ -</u>	<u>\$ 5,846,775,182</u>

* Excludes \$267,088,366 related to cost of removal reserves that is not included in the reserve in the Financial Statements and Additional Information, but instead is included as a regulatory liability

LOUISVILLE GAS AND ELECTRIC COMPANY

FINANCIAL EXHIBIT
(807 KAR 5:001 SEC. 18(2)(a) and SEC. 12)

February 29, 2020

(1) Amount and kinds of stock authorized.

75,000,000 shares of Common Stock, without par value
1,720,000 shares of Cumulative Preferred Stock, at \$25 par value -- authorized, but unissued
6,750,000 shares of Preferred Stock, without par value -- authorized, but unissued

(2) Amount and kinds of stock issued and outstanding.

Common Stock:

21,294,223 shares issued and outstanding, without par value, recorded at \$424,334,535.

(3) Terms of preference of preferred stock whether cumulative or participating, or on dividends or assets otherwise.

None

(4) Brief description of each mortgage on property of applicant, giving date of execution name of mortgagor, name of mortgagee, or trustee, amount of indebtedness authorized to be secured thereby, and the amount of the indebtedness actually secured, together with any sinking fund provisions.

Date of Execution: As of October 1, 2010 (Supplemental Indentures were executed as of October 15, 2010, November 1, 2010, November 1, 2013, September 1, 2015, September 1, 2016 and May 15, 2017 and March 1, 2019.)

Mortgagor: Louisville Gas and Electric Company

Trustee: The Bank of New York Mellon

Amount of Authorized Debt: One quintillion dollars

Amount of Debt Secured: \$2,024,200,000

Sinking Fund Provisions: None

Pledged Assets: Substantially all assets of Louisville Gas and Electric Company located in Kentucky

(5) Amount of bonds authorized, and amount issued giving the name of the public utility which issued the same, describing each class separately, and giving date of issue, face value, rate of interest, date of maturity and how secured, together with the amount of interest paid thereon during the last fiscal year.

Secured by first mortgage lien on substantially all assets in Kentucky.

Louisville Gas and Electric Company

Date of Issue	Date of Maturity	Rate of Interest	Principal Amount		Interest Expense Year Ended December 31, 2019
			Authorized	Outstanding at December 31, 2019	
Pollution Control Bonds					
09/15/16	09/01/44	Variable	\$ 125,000,000	\$ 125,000,000	\$ 1,954,515
03/06/02	09/01/26	Variable	22,500,000	22,500,000	379,362
03/06/02	09/01/26	2.30%	27,500,000	27,500,000	632,500
03/22/02	11/01/27	2.55%	35,000,000	35,000,000	892,500
03/22/02	11/01/27	2.55%	35,000,000	35,000,000	892,500
11/20/03	10/01/33	1.85%	128,000,000	128,000,000	2,256,000
04/13/05	02/01/35	1.75%	40,000,000	40,000,000	802,251
06/01/17	06/01/33	3.75%	60,000,000	60,000,000	2,249,950
04/26/07	06/01/33	1.65%	35,200,000	35,200,000	521,351
04/26/07	06/01/33	1.65%	31,000,000	31,000,000	459,144
Term Loan					1,533,205
Interest Rate Swaps					5,259,607
			<u>\$ 539,200,000</u>	<u>\$ 539,200,000</u>	<u>\$ 17,832,887</u>
First Mortgage Bonds					
09/28/15	10/12/25	3.300%	\$ 300,000,000	\$ 300,000,000	11,305,380
11/16/10	11/15/40	5.125%	285,000,000	285,000,000	14,606,250
11/14/13	11/15/43	4.650%	250,000,000	250,000,000	10,196,667
09/28/15	10/01/45	4.375%	250,000,000	250,000,000	11,923,556
04/01/19	04/01/49	4.250%	400,000,000	400,000,000	12,750,000
			<u>\$ 1,485,000,000</u>	<u>\$ 1,485,000,000</u>	<u>\$ 60,781,853</u>

(6) As of February 29, 2020, there was \$211 million of commercial paper outstanding at a weighted average rate of 1.79%.¹

(7) Other indebtedness, giving same by classes and describing security, if any with a brief statement of the devolution or assumption of any portion of such indebtedness upon or by person or corporation if the original liability has been transferred, together with amount of interest paid thereon during the last fiscal year.

None, other than current and accrued liabilities.

(8) Rate and amount of dividends paid during the five previous fiscal years, and amount of capital stock on which dividends were paid.

Dividends on Common Stock, without par value (not based on rate per share)

2015	\$119,000,000
2016	\$128,000,000
2017	\$192,000,000
2018	\$156,000,000
2019	\$182,000,000

The amount of total proprietary capital on which dividends were paid as of Dec. 31st

2015	\$1,940,270,497
2016	\$2,086,499,985
2017	\$2,138,595,752
2018	\$2,298,010,005
2019	\$2,373,813,901

(9) Detailed Income Statement, Balance Sheet and Statement of Retained Earnings

Monthly Financial and Operating Reports are filed each month with the Kentucky Public Service Commission. Attached are detailed Statements of Income, Balance Sheets and Retained Earnings for the Company for the period ending February 29, 2020.

¹ LG&E maintains a syndicated revolving credit facility of \$500 million. Although at February 29th there was no outstanding balance on the revolver, LG&E has executed notes under the multiyear revolving credit program.

Louisville Gas and Electric Company
Comparative Statement of Income
February 29, 2020

	<u>Year Ended Current Month</u>
Electric Operating Revenues.....	\$ 1,183,779,188.57
Gas Operating Revenues.....	<u>330,659,698.69</u>
 Total Operating Revenues.....	 <u>1,514,438,887.26</u>
 Fuel for Electric Generation.....	 289,862,586.01
Power Purchased.....	43,279,038.38
Gas Supply Expenses.....	112,369,898.45
Other Operation Expenses.....	256,777,917.25
Maintenance.....	118,707,699.49
Depreciation.....	222,706,409.53
Amortization Expense.....	15,600,215.04
Regulatory Debits.....	1,326,200.59
Taxes	
Federal Income.....	8,683,074.10
State Income.....	4,422,718.53
Deferred Federal Income - Net.....	45,565,908.48
Deferred State Income - Net.....	10,554,932.51
Property and Other.....	47,572,535.87
Investment Tax Credit.....	365,196.00
Amortization of Investment Tax Credit.....	(936,390.41)
Loss (Gain) from Disposition of Allowances.....	<u>(72,353.68)</u>
 Total Operating Expenses.....	 <u>1,176,785,586.14</u>
 Net Operating Income.....	 337,653,301.12
Other Income Less Deductions.....	<u>(7,982,244.23)</u>
 Income Before Interest Charges.....	 <u>329,671,056.89</u>
 Interest on Long-Term Debt.....	 80,551,544.93
Amortization of Debt Expense - Net.....	3,301,173.22
Other Interest Expenses.....	<u>4,481,424.45</u>
 Total Interest Charges.....	 <u>88,334,142.60</u>
 Net Income.....	 <u>\$ 241,336,914.29</u>

Louisville Gas and Electric Company
Comparative Balance Sheets as of February 29, 2020 and 2017

Assets		Liabilities and Proprietary Capital
Utility Plant		
Utility Plant at Original Cost.....	\$ 7,926,088,504.68	Proprietary Capital
Less: Reserves for Depreciation and Amortization.....	<u>2,319,645,152.96</u>	Common Stock.....
		\$ 425,170,424.09
		Less: Common Stock Expense.....
		835,888.64
		Paid-In Capital.....
		626,081,499.00
		Retained Earnings.....
		<u>1,376,644,957.02</u>
Total.....	<u>5,606,443,351.72</u>	Total Proprietary Capital.....
		<u>2,427,060,991.47</u>
Investments		
Ohio Valley Electric Corporation.....	594,286.00	Other Long-Term Debt.....
Nonutility Property - Less Reserve.....	616,214.14	<u>2,019,930,592.74</u>
Special Funds.....	<u>31,615,059.34</u>	Total Long-Term Debt.....
		<u>2,019,930,592.74</u>
Total.....	<u>32,825,559.48</u>	Total Capitalization.....
		<u>4,446,991,584.21</u>
Current and Accrued Assets		
Cash.....	5,780,455.13	Current and Accrued Liabilities
Temporary Cash Investments.....	17,001.39	Notes Payable.....
Accounts Receivable - Less Reserve.....	238,004,947.28	210,931,694.00
Accounts Receivable from Associated Companies.....	25,587,520.92	Accounts Payable.....
Materials and Supplies - At Average Cost		148,843,814.76
Fuel.....	35,924,956.46	Accounts Payable to Associated Companies.....
Plant Materials and Operating Supplies.....	43,447,688.74	20,389,391.84
Stores Expense.....	2,012,854.71	Customer Deposits.....
Gas Stored Underground.....	16,702,750.34	31,436,415.97
Emission Allowances.....	139.26	Taxes Accrued.....
Prepayments.....	<u>18,799,912.54</u>	31,200,328.10
		Interest Accrued.....
		27,264,807.77
		Miscellaneous Current and Accrued Liabilities.....
		<u>56,726,813.10</u>
Total.....	<u>386,278,226.77</u>	Total.....
		<u>526,793,265.54</u>
Deferred Debits and Other		
Unamortized Debt Expense.....	16,994,664.36	Deferred Credits and Other
Unamortized Loss on Bonds.....	13,350,005.00	Accumulated Deferred Income Taxes.....
Accumulated Deferred Income Taxes.....	258,040,884.96	955,296,830.30
Deferred Regulatory Assets.....	401,069,052.27	Investment Tax Credit.....
Other Deferred Debits.....	<u>10,564,164.54</u>	33,524,924.24
		Regulatory Liabilities.....
		589,900,397.93
		Customer Advances for Construction.....
		8,167,029.61
		Asset Retirement Obligations.....
		81,360,067.19
		Other Deferred Credits.....
		4,670,601.44
		Miscellaneous Long-Term Liabilities.....
		17,802,184.39
		Accum Provision for Pension & Postretirement Benefits.....
		<u>61,059,024.25</u>
Total.....	<u>700,018,771.13</u>	Total.....
		<u>1,751,781,059.35</u>
Total Assets.....	<u>\$ 6,725,565,909.10</u>	Total Liabilities and Stockholders' Equity.....
		<u>\$ 6,725,565,909.10</u>

Louisville Gas and Electric Company
Analysis of Retained Earnings
February 29, 2020

	<u>Year Ended Current Month</u>
Balance at Beginning of Period.....	\$ 1,317,308,042.73
Add:	
Net Income for Period.....	241,336,914.29
Deduct:	
Adjustment to Retained Earnings.....	-
Common Dividends	
Common Stock Without Par Value.....	<u>182,000,000.00</u>
Balance at End of Period.....	<u>\$ 1,376,644,957.02</u>

LOUISVILLE GAS AND ELECTRIC COMPANY

TO

THE BANK OF NEW YORK MELLON,

Trustee

Supplemental Indenture No. 7
dated as of March 1, 2019

Supplemental to the Indenture
dated as of October 1, 2010

Establishing
First Mortgage Bonds, 4.25% Series due 2049

SUPPLEMENTAL INDENTURE NO. 7

SUPPLEMENTAL INDENTURE No. 7, dated as of the first day of March 1, 2019, made and entered into by and between LOUISVILLE GAS AND ELECTRIC COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, having its principal corporate offices at 220 West Main Street, Louisville, Kentucky 40202 (hereinafter sometimes called the “Company”), and THE BANK OF NEW YORK MELLON, a New York banking corporation, having its principal place of business and corporate trust office at 240 Greenwich Street, 7E, New York, New York 10286 (hereinafter sometimes called the “Trustee”), as Trustee under the Indenture, dated as of October 1, 2010 (hereinafter called the “Original Indenture”), between the Company and said Trustee, as heretofore supplemented, this Supplemental Indenture No. 7 being supplemental thereto. The Original Indenture, as heretofore supplemented, and this Supplemental Indenture No. 7 are hereinafter sometimes, collectively, called the “Indenture.”

Recitals of the Company

The Original Indenture was authorized, executed and delivered by the Company to provide for the issuance from time to time of its Securities (such term and all other capitalized terms used herein without definition having the meanings assigned to them in the Original Indenture), to be issued in one or more series as contemplated therein, and to provide security for the payment of the principal of and premium, if any, and interest, if any, on such Securities.

The Company has heretofore executed and delivered supplemental indentures for the purpose of creating series of Securities as set forth in Exhibit A hereto.

The Original Indenture and Supplemental Indentures Nos. 1 through 5, and financing statements in respect thereof, have been duly recorded and filed in the various official records in the Commonwealth of Kentucky as set forth in Supplemental Indenture No. 6. Supplemental Indenture No. 6 has been duly recorded and filed in the various official records in the Commonwealth of Kentucky as set forth in Exhibit B hereto.

Pursuant to Article Three of the Original Indenture, the Company wishes to establish a series of Securities, such series of Securities to be hereinafter sometimes called “Securities of Series No. 9”.

As contemplated in Section 301 of the Original Indenture, the Company further wishes to establish the designation and certain terms of the Securities of Series No. 9. The Company has duly authorized the execution and delivery of this Supplemental Indenture No. 7 to establish the designation and certain terms of such series of Securities and has duly authorized the issuance of such Securities; and all acts necessary to make this Supplemental Indenture No. 7 a valid agreement of the Company, and to make the Securities of Series No. 9 valid obligations of the Company, have been performed.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE NO. 7 WITNESSETH, that, for and in consideration of the premises and of the purchase of the Securities by the Holders thereof and in order to secure the payment of the principal of and premium, if any, and interest, if any, on all Securities from time to time Outstanding and the performance of the covenants therein and in the Indenture contained, the Company hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, sets over and confirms to the Trustee, and grants to the Trustee a security interest in and lien on (a) the Company’s right, title and interest in the real property specifically referred to in Exhibit C attached hereto and incorporated herein by reference and all right, title and interest of the Company in and to all property personal and mixed located thereon (other than Excepted Property) and (b) the Company’s right title and interest in the generating facilities described in Exhibit D hereto, as and to the extent, and subject to the

terms and conditions, set forth in the Original Indenture; and it is further mutually covenanted and agreed as follows:

ARTICLE ONE

SECURITIES OF SERIES NO. 9

SECTION 101. Creation of Series No. 9.

There is hereby created a series of Securities designated "First Mortgage Bonds, 4.25% Series due 2049", and the Securities of such series shall:

(a) be issued initially in the aggregate principal amount of \$400,000,000 and shall be limited to such aggregate principal amount (except as contemplated in Section 301(b) of the Original Indenture); provided, however, that, as contemplated in the last paragraph of Section 301 of the Original Indenture, additional Securities of such series may be subsequently issued from time to time, without any consent of Holders of the Securities of such series, if and to the extent that, prior to each such subsequent issuance, the aggregate principal amount of the additional Securities then to be issued shall have been set forth in a Supplemental Indenture, and, thereupon, the Securities of such series shall be limited to such aggregate principal amount as so increased (except as aforesaid and subject to further such increases);

(b) be dated April 1, 2019;

(c) have a Stated Maturity of April 1, 2049, subject to prior redemption or purchase by the Company;

(d) have such additional terms as are established in an Officer's Certificate as contemplated in Section 301 of the Original Indenture; and

(e) be in substantially the form or forms established therefor in an Officer's Certificate, as contemplated by Section 201 of the Original Indenture.

ARTICLE TWO

COVENANT

SECTION 201. Satisfaction and Discharge.

The Company hereby agrees that, if the Company shall make any deposit of money and/or Eligible Obligations with respect to any Securities of Series No. 9, or any portion of the principal amount thereof, as contemplated by Section 901 of the Indenture, the Company shall not deliver an Officer's Certificate described in clause (z) in the first paragraph of said Section 901 unless the Company shall also deliver to the Trustee, together with such Officer's Certificate, either:

(a) an instrument wherein the Company, notwithstanding the satisfaction and discharge of its indebtedness in respect of such Securities, or portions of the principal amount thereof, shall retain the obligation (which shall be absolute and unconditional) to irrevocably deposit with the Trustee or Paying Agent such additional sums of money, if any, or additional Eligible Obligations (meeting the requirements of Section 901), if any, or any combination thereof, at such time or times, as shall be necessary, together with the money and/or Eligible Obligations theretofore so deposited, to pay when due the principal of and premium, if any, and

interest due and to become due on such Securities or portions thereof, all in accordance with and subject to the provisions of said Section 901; provided, however, that such instrument may state that the obligation of the Company to make additional deposits as aforesaid shall be subject to the delivery to the Company by the Trustee of a notice asserting the deficiency accompanied by an opinion of an independent public accountant of nationally recognized standing, selected by the Trustee, showing the calculation thereof (which opinion shall be obtained at the expense of the Company); or

(b) an Opinion of Counsel to the effect that the beneficial owners of such Securities, or portions of the principal amount thereof, will not recognize income, gain or loss for United States federal income tax purposes as a result of the satisfaction and discharge of the Company's indebtedness in respect thereof and will be subject to United States federal income tax on the same amounts, at the same times and in the same manner as if such satisfaction and discharge had not been effected.

ARTICLE THREE

MISCELLANEOUS PROVISIONS

SECTION 301. Single Instrument.

This Supplemental Indenture No. 7 is an amendment and supplement to the Original Indenture as heretofore amended and supplemented. As amended and supplemented by this Supplemental Indenture No. 7, the Original Indenture, as heretofore supplemented, is in all respects ratified, approved and confirmed, and the Original Indenture, as heretofore supplemented, and this Supplemental Indenture No. 7 shall together constitute the Indenture.

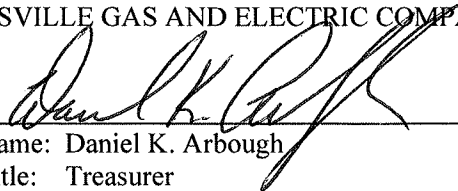
SECTION 302. Effect of Headings.

The Article and Section headings in this Supplemental Indenture No. 7 are for convenience only and shall not affect the construction hereof.

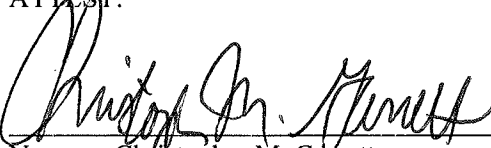
This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 7 to be duly executed as of the day and year first written above.

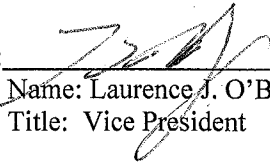
LOUISVILLE GAS AND ELECTRIC COMPANY

By: 
Name: Daniel K. Arbough
Title: Treasurer

ATTEST:


Name: Christopher M. Garrett
Title: Controller

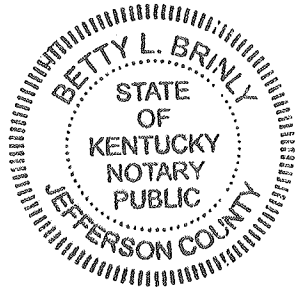
THE BANK OF NEW YORK MELLON, as Trustee

By: 
Name: Laurence J. O'Brien
Title: Vice President

COMMONWEALTH OF KENTUCKY)
) ss.:
COUNTY OF JEFFERSON)

On this 24 day of March, 2019, before me, a notary public, the undersigned, personally appeared Daniel K. Arbough, who acknowledged himself to be the Treasurer of LOUISVILLE GAS AND ELECTRIC COMPANY, a corporation of the Commonwealth of Kentucky and that he, as such Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Treasurer.

In witness whereof, I hereunto set my hand and official seal.



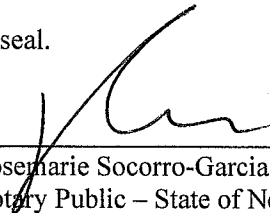
Betty L. Brinly
Notary Public

MY COMMISSION EXPIRES:
JUNE 21, 2022

STATE OF NEW JERSEY)
) ss.:
COUNTY OF PASSAIC)

On this 19th day of March, 2019, before me, a notary public, the undersigned, personally appeared Laurence J. O'Brien, who acknowledged himself to be a Vice President of THE BANK OF NEW YORK MELLON, a corporation and that he, as Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

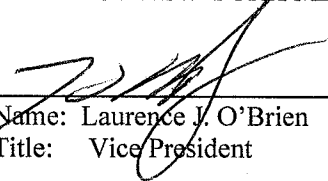
In witness whereof, I hereunto set my hand and official seal.

By: 
Rosemarie Socorro-Garcia
Notary Public – State of New Jersey
My Commission Expires
December 5, 2021

The Bank of New York Mellon hereby certifies that its precise name and address as Trustee hereunder are:

The Bank of New York Mellon
240 Greenwich Street, 7E
New York, New York 10286
Attn: Corporate Trust Administration


THE BANK OF NEW YORK MELLON, as Trustee

By: 
Name: Laurence J. O'Brien
Title: Vice President

CERTIFICATE OF PREPARER

The foregoing instrument was prepared by:

James J. Dimas, Senior Corporate Attorney
Louisville Gas and Electric Company
220 West Main Street
Louisville, Kentucky 40202



James J. Dimas

EXHIBIT A

LOUISVILLE GAS AND ELECTRIC COMPANY

**Bonds Issued and Outstanding
under the Indenture**

<u>Supplemental Indenture No.</u>	<u>Dated as of</u>	<u>Series No.</u>	<u>Series Designation</u>	<u>Date of Securities</u>	<u>Principal Amount Issued</u>	<u>Principal Amount Outstanding¹</u>
1	October 15, 2010	1	Collateral Series 2010	October 20, 2010	\$574,304,000	\$354,200,000
2	November 1, 2010	2	1.625% Series due 2015	November 16, 2010	\$250,000,000	\$0
		3	5.125% Series due 2040	November 16, 2010	\$285,000,000	\$285,000,000
3	November 1, 2013	4	4.65% Series due 2043	November 14, 2013	\$250,000,000	\$250,000,000
4	September 1, 2015	5	3.300%, Series due 2025	September 28, 2015	\$300,000,000	\$300,000,000
		6	4.375%, Series due 2045	September 28, 2015	\$250,000,000	\$250,000,000
5	September 1, 2016	7	Collateral Series 2016 TCA	September 15, 2016	\$125,000,000	\$125,000,000
6	May 15, 2017	8	Collateral Series 2017 TCA	June 1, 2017	\$60,000,000	\$60,000,000

¹ As of March 1, 2019.

EXHIBIT B

LOUISVILLE GAS AND ELECTRIC COMPANY

Filing and Recording
of
Supplemental Indenture No. 6, dated as of May 15, 2017,
to
Indenture, dated as of October 1, 2010

COUNTY	DEED BOOK	PAGE NO.
Breckinridge	M440	355 -365
Bullitt	M1715	307-317
Clark	M851	868-878
Green	M309	281-291
Hardin	M2198	1038 -1048
Hart	M385	34 - 44
Henry	M348	760-770
Jefferson	M15069	76 - 87
Larue	M359	705
Meade	M832	257-267
Metcalfe	M174	352
Muhlenberg	M692	610-620
Nelson	M1134	282 - 292
Oldham	M2260	543-553
Shelby	M1045	766-776
Trimble	M213	585-595

EXHIBIT C

LOUISVILLE GAS AND ELECTRIC COMPANY

Real Property

Schedule of real property owned in fee located in the Commonwealth of Kentucky

Jefferson County, Kentucky:

TRACT 1: BEGINNING at a concrete monument, which monument is in the Northeast corner of the tract of land conveyed to Sherley Terry and wife, by Deed recorded in Deed Book 2181, Page 294, in the Office of the Clerk of Jefferson County, Kentucky; which monument is also the Northwest corner of the tract of land conveyed to J. S. Shipley and wife, by Deed recorded in Deed Book 3229, page 449, in the office aforesaid; which concrete monument is further identified as being in the Southerly line of Valley Village Subdivision, Section Number One, as shown on plat of same, of record in Plat and Subdivision Book 13, Page 30, in the office aforesaid; thence South 31 degrees 30 minutes West 1237.50 feet with an existing fence line to a spike in the center line of Shipley Lane, which spike is approximately 2501.94 feet from the original center line of 18th Street Road as measured along the center line of Shipley Lane; thence with the center line of Shipley Lane, North 56 degrees 45 minutes West 570.60 feet to a pipe, corner to Robert A. Terry and wife; thence North 31 degrees 13 minutes East 177.90 feet to a monument another corner to Terry; thence North 56 degrees 45 minutes West 502.61 feet to a point; thence North 17 degrees 39 minutes East 1101.08 feet to a point in the North line of a tract containing 48.78 acres, more or less, conveyed to the Board of Education of Jefferson County, Kentucky, by Deed dated March 25, 1961, of record in Deed Book 3684, Page 527, in the office aforesaid; thence with said North line, South 56 degrees 40 minutes East 1,382.0 feet to the point of beginning.

TRACT 2: BEGINNING at the Northeast corner of the property acquired by the Board of Education of Jefferson County, Kentucky from Sherley Terry and wife, by Deed dated March 25, 1961, of record in Deed Book 3684, Page 527, in the Office of the Clerk of Jefferson County, Kentucky; thence Southwardly along the Easterly boundary line of said former Terry Farm for a distance of 100 feet and extending back between parallel lines, South 56 degrees 40 minutes East in the J.S. Shipley Farm for a distance of 107 feet to the Westerly line of Sandray Boulevard, of extended Southwardly in a straight line into the Shipley Farm, the Northerly boundary of said plot of ground to be acquired is coincident with the Southerly line of Valley Village Subdivision at this location.

TOGETHER WITH the right to use as a permanent easement for ingress and egress, roadway, water, gas, sewer drainage and other utility purposes over, across, under and through an additional tract of land, more particularly described as follows:

TRACT 3: BEGINNING at the Northeast corner of the parcel above described (Tract 2) in the southerly line of Valley Village Subdivision at the intersection of the Westerly line of Sandray Boulevard; thence Southwardly along the Easterly line of the above described parcel (Tract 2) for a distance of 100 feet; thence extending back between parallel lines for a distance of 60 feet into the J.S. Shipley Farm, the Northerly boundary of said easement being coincident with the Southerly terminus boundary of Sandray Boulevard and the Easterly line of said easement being the straight extension of the Easterly line of Sandray Boulevard, if extended Southwardly.

TRACT 4: BEGINNING at a point in the Northeast line of the tract conveyed to Board of Education, by Deed of record in Deed Book 3684, Page 527, in the Office of the Clerk of Jefferson County, Kentucky; said point being South 56 degrees 40 minutes East 258.48 feet from the Northwest corner of the tract conveyed to the Jefferson County Community Improvement District, by Deed of record in Deed Book 4812, Page 996, in the office aforesaid; thence with lines of said last mentioned tract the following courses and distances: South 19 degrees 30 minutes 51 seconds West 65.65 feet; South 70 degrees 29 minutes 9 seconds East 25 feet; South 19 degrees 30 minutes 51 seconds West 583.71 feet; South 20 degrees 56 minutes 26 seconds West 42.21 feet; South 22 degrees 22 minutes 1 second West 591.85 feet to the Southwest line of tract conveyed to Board of Education, by Deed aforesaid; thence with said line, South 56 degrees 45 minutes East 681.91 feet to a corner of said tract; thence with same, North 31 degrees 13 minutes East 177.90 feet to the Southwest line of the tract conveyed to The County of Jefferson, Kentucky, by Deed of record in Deed Book 4009, Page 98, in the office aforesaid; thence with lines of said tract, North 56 degrees 45 minutes West 427.61 feet, and North 17 degrees 39 minutes East 1101.08 feet to the Northeast line of the tract conveyed to Board of Education, by Deed aforesaid; thence with same, North 56 degrees 40 minutes West 441.52 feet to the point of beginning.

TRACTS 1, 2, 3 and 4 BEING a portion of the same property conveyed to Louisville Gas and Electric Company by Deed dated December 8, 2017, of record in Deed Book 11043, Page 235, in the Office of the Clerk of Jefferson County, Kentucky.

Shelby County, Kentucky:

Being a tract of land situated on the south side of the R.J. Corman Railroad and on the east side of Conner Station Road in Shelby County, Kentucky and being more particularly described as follows:

Beginning at a set Railroad Spike in the center of Conner Station road and in the south right of way of the R.J. Corman Railroad, 33 feet south of the center of tracks; thence with the center of Conner Station Road South 18°19'57" East, a distance of 113.01 feet to a set Magnetic Nail with plastic disc stamped #2123 and being typical of set Magnetic Nails this survey; thence South 16°21'24" East, a distance of 152.42 feet to a set Magnetic Nail; thence South 14°39'40" East, a distance of 152.23 feet to the beginning of a curve concave to the northeast having a radius of 237.06 feet and a central angle of 27°54'33" and being subtended by a chord which bears South 32°45'59" East 114.33 feet; thence southerly and southeasterly along said curve, a distance of 115.47 feet to a set Magnetic Nail; thence South 50°44'47" East, a distance of 425.67 feet to a set

Magnetic Nail and being a corner common to Tract 1 and 2; thence continuing with the center of said road along a curve to the right along a chord bearing of South 10°04'19" East, a chord distance of 160.32 feet and along the curve a distance of 169.43' to a set Magnetic Nail; thence South 18°23'26" West, a distance of 254.24 feet to a set Magnetic Nail; thence South 17°31'34" West, a distance of 200.05 feet to a set Magnetic Nail; thence South 19°17'16" West, a distance of 206.49 feet to a set Magnetic Nail and the beginning of a curve concave to the northwest having a radius of 1127.14 feet and a central angle of 13°01'04" and being subtended by a chord which bears South 24°00'23" West 255.54 feet; thence southerly and southwesterly along said curve, a distance of 256.09 feet to a set Magnetic Nail and being a corner common to Tract 2 and Tract 3 and the True Point of Beginning; thence with the line of Tract 3 South 73°11'03" East, a distance of 30.63 feet to a set rebar; thence South 73°11'03" East, a distance of 365.90 feet to a set rebar; thence South 74°23'30" East, a distance of 415.70 feet to a set rebar; thence North 18°53'29" East, a distance of 13.51 feet to a set rebar, thence South 77°02'05" East, a distance of 649.10 feet to a set rebar in the west line of Whitney Young Manpower Center property (Db 128, Pg. 391); thence with the line of Whitney Young South 08°07'55" West, a distance of 976.76 feet to a found ½ inch rebar of unknown origin, said rebar being in the North right of way of Interstate 64 as conveyed to the Commonwealth of Kentucky in Deed Book 146, Page 49; thence with said right of way North 73°48'42" West, a distance of 824.47 feet to a set rebar and being the beginning of a curve tangent to said line; thence westerly a distance of 974.30 feet along the curve concave to the south, having a radius of 11609.16 feet and a central angle of 4°48'31" to a point of cusp and a set magnetic nail in the concrete base of fence post; thence North 32°37'16" East, a distance of 76.83 feet to a set rebar; thence North 57°22'44" West, a distance of 30.00 feet to a set magnetic nail in the center of Conner Station Road; thence with the center of said road North 31°36'23" East, a distance of 257.13 feet to a set magnetic nail; thence North 29°26'34" East, a distance of 121.04 feet to a set magnetic nail; thence North 28°26'14" East, a distance of 522.14 feet to the point of beginning and containing 35.17 Acres.

BEING the same property conveyed to Louisville Gas and pursuant to Deed dated June 26, 2018, and recorded in Deed Book 639, Page 369 in the Office of the Clerk of Shelby County, Kentucky.

Trimble County, Kentucky:

Beginning at a point in the centerline of Ogden Ridge Road, said point being:

- The Northeast corner of property being described
- Being the Northwest corner of Howard Leach et. ux (D.B. 38, Pg. 489)
- N22°05'03"W - 19.68 feet from a ½" Rebar Found PLS# 3868 on the eastern boundary line of the property being described
- having KY North Zone (NAD83) coordinates of N=401277.33 E=1312179.81
- lying near the community of Bedford, Trimble County, Kentucky
- **and being the POINT OF BEGINNING for this description**

Thence leaving the centerline of Ogden Ridge Road and with the eastern boundary line of the property being described and the western boundary line Howard Leach et. ux (D.B. 38, Pg. 489), S22°05'03"E – passing an ½" Rebar Found PLS# 3868 at 19.68 feet and continuing 537.00 feet for a total distance of 556.68 feet to an iron pin found, said pin being a 5/8" x 18" Rebar with Cap PLS# 3118 (hereinafter referred as IPF PLS#3118) as set on a previous survey of an adjoining property, said pin being the Northeastern corner of Louisville Gas & Electric Co (Mahoney Tract, D.B. 132, Pg. 407) and being on the western boundary line of Howard Leach et. ux (D.B. 38, Pg. 489);

Thence leaving the western boundary line of Howard Leach and with the northern boundary line of the Louisville Gas & Electric Co (Mahoney Tract, D.B. 132, Pg. 407), S67°51'10"W - 585.07 feet to a IPF PLS# 3118, said pin on the northern boundary line of the Louisville Gas & Electric Co (Mahoney Tract, D.B. 132, Pg. 407) and being the Southeast corner of Louisville Gas & Electric Co. (Boldery Tract, D.B. 139, PG. 593);

Thence leaving the line of the Louisville Gas & Electric Co (Mahoney Tract, D.B. 132, Pg. 407) and with the Louisville Gas & Electric Co. (Boldery Tract, D.B. 139, PG. 593) the following nine (9) courses:

N20°14'57"W - 91.00 feet to an IPF PLS# 3118,
S67°51'10"W - 294.99 feet to an IPF PLS# 3118,
N20°14'57"W - 267.30 feet to an IPF PLS# 3118,
N12°44'35"E - 23.01 feet to an IPF PLS# 3118,
N32°38'55"E - 19.50 feet to an IPF PLS# 3118,
N57°21'35"E - 21.33 feet to an IPF PLS# 3118,
N65°05'03"E - 63.79 feet to an IPF PLS# 3118,
N44°38'41"E - 20.75 feet to an IPF PLS# 3118, and
N28°19'06"E - 17.61 feet to an IPF PLS# 3118, said pin being 30' from the centerline of Ogden Ridge Road, said pin being the Northeast corner of Louisville Gas & Electric Co. (Boldery Tract, D.B. 139, PG. 593);

Thence leaving the Louisville Gas & Electric Co. (Boldery Tract, D.B. 139, PG. 593), N17°49'27"W - 30.62 feet to a point in the centerline of Ogden Ridge Road;

Thence with the centerline of Odgen Ridge Road the following five (5) courses:

N72°10'33"E - 11.93 feet to a point,
CURVE to the LEFT having a RADIUS of 601.68 feet, CHORD BEARING & DISTANCE of N60°53'48"E – 235.36 feet to a point,
N49°37'03"E – 135.99 feet to a point,
CURVE to the RIGHT having a RADIUS of 715.18 feet, CHORD BEARING & DISTANCE of N57°34'38"E – 198.07 feet to a point and
N65°32'13"E – 150.61 feet to the POINT OF BEGINNING and containing 9.090 acres by survey.

This description prepared from a physical survey conducted by Douglas G. Gooch, AGE Engineering Services Inc., P.L.S. #3118, on the May 31, 2018.

BEING the same property conveyed to Louisville Gas and Electric Company by Deed dated June 14, 2018 and recorded in Deed Book 149, Page 132 in the Office of the Clerk of Trimble County, Kentucky.

EXHIBIT D

LOUISVILLE GAS AND ELECTRIC COMPANY

Generating Facilities

Schedule of additional generating stations located in the Commonwealth of Kentucky

1. An undivided 39% interest in the Brown Solar facility of the E.W. Brown Generating Station located in Mercer County, Kentucky, the remaining 61% interest in such facility being owned by Kentucky Utilities Company.