

AGREEMENT

WHEREAS Louisville Water Company (“LWC”) and Louisville Gas and Electric Company (“LG&E”) are currently parties to two separate agreements, one entered into on October 10, 1961 (and regularly updated after that) which lays out the rates, terms and conditions for electric service to the LWC Riverside and Crescent Hill Pumping Stations (the “1961 Agreement”), and the second entered into on November 25, 1968 which provided for LG&E to construct, operate and maintain back-up generation (the “Zorn Generator”) to serve the Riverside and Crescent Hill Pumping Stations (the “1968 Agreement”);

WHEREAS the Zorn Generator covered by the 1968 Agreement is no longer operable, and has not been for many months;

WHEREAS LWC has now constructed its own backup generation for the Riverside and Crescent Hill Pumping Stations, and paid certain costs to expedite that construction due to the unavailability of the Zorn Generator;


WHEREAS LWC and LG&E wish to resolve a dispute between them relating to the rights and responsibilities under the 1968 Agreement arising from the unavailability of the Zorn Generator and the costs associated with an expedited schedule for construction of LWC’s own backup generation as referenced above; and

WHEREAS LWC and LG&E further wish to bring clarity to the future terms of both the 1961 Agreement and the 1968 Agreement;

FOR THE CONSIDERATION STATED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The 1968 Agreement shall be deemed terminated as of November 1, 2021, and all rights and responsibilities of the parties under that contract shall be considered null and void from that date.

**KENTUCKY
PUBLIC SERVICE COMMISSION**
Linda C. Bridwell
Executive Director



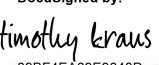
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with the exception of the obligations of LG&E under paragraph 8 of the 1968 Agreement, which shall survive termination of the Agreement until such obligations are satisfied.

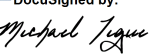
2. LG&E will not serve notice to terminate the 1961 Agreement any sooner than November 1, 2022, which notice will provide at least 24 months as required by the 1961 Agreement. In all other regards, the 1961 Agreement, as modified or updated previously, is otherwise unmodified by this Agreement.
3. LWC waives and releases LG&E from any and all demands, claims and causes of action, whether in tort or contract, arising from or in any way related to the unavailability of the Zorn Generator or the costs to expedite construction of additional generation for LWC's Riverside and Crescent Hill Pumping Stations.

Agreed to this 7th day of February, 2022 by and between the following duly-authorized representatives of LWC and LG&E:


 LG&E by Lonnie E. Bellar, its Chief Operations Officer

DocuSigned by:

 LWC by Timothy Kraus, its Chief Engineer

Approved For Legality and Form:

DocuSigned by:

 Michael F. Tighe,
 Louisville Water, VP and General Counsel

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| KENTUCKY PUBLIC SERVICE COMMISSION |
| Linda C. Bridwell Executive Director |
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